



For all Purchase Orders dated on or after 1 May 2014: The following Terms & Conditions apply to all purchases made by Pfizer or any of its divisions and subsidiaries (including Wyeth). Pfizer Ltd Standard Terms & Conditions (1 May 2014 Thailand)

Pfizer Thailand Standard Terms and Conditions of Purchase Order - Suppliers

These terms and conditions apply to sellers engaging with Pfizer (Thailand) Limited ('Buyer') who are not a party to a current contract with Buyer.

1. Acceptance and Conflict of Terms

The terms of this Purchase Order ('Order') constitutes an offer to purchase. Seller's commencement of work, shipment of the described goods, performance of the described services, or issuance of a sales acknowledgement shall be deemed an acceptance of this Order. This Order expressly limits acceptance to the terms set forth herein. No terms stated by Seller in accepting this Order shall be binding upon Buyer if inconsistent with or in addition to the terms stated herein unless accepted in writing by Buyer, and Buyer hereby objects to and rejects any such additional or different terms proposed by Seller. If this Order is deemed to be an acceptance of an offer by Seller, such acceptance is limited to the express terms of this Order and is made conditional on Seller's assent to any additional or different terms in this Order. If, however, a written contract is already in existence between Buyer and Seller covering the purchase of the goods, work, or services covered hereby, the terms and conditions of said contract shall prevail to the extent that the same may be inconsistent with the terms and conditions hereof.

2. Price

If no price is stated on the Order, the goods, work, or services shall be billed at the price last quoted by Seller, or last paid by Buyer to Seller, or at the prevailing market price, whichever is lowest.

3. Warranties

Seller represents and warrants that:

- a. The Seller is licensed, registered, or qualified under local law, regulations, policies, and administrative requirements to do business and, to the extent required by applicable law, has obtained licenses, consents, authorizations or completed such registrations or made such notifications as may be necessary or required by law to provide the goods or services, and providing such goods or services is not inconsistent with any other obligation of the Seller;
- b. All goods supplied hereunder shall be free from defects in material and workmanship and shall be of merchantable quality, shall conform to the Buyer's specifications, and shall be suitable for Buyer's intended uses and purposes to the extent that such uses and purposes are known or reasonably should be known to Seller.
- c. All goods supplied hereunder shall, at the time of sale and delivery, comply with the requirements of all applicable Local laws and regulations.
- d. The use or sale of the goods delivered hereunder shall not infringe any patent, trademarks, copyright, or any other intellectual property rights of any third party.

e. All work and/or services supplied hereunder will be performed properly, in a workmanlike manner and in accordance with the Buyer's specifications and shall comply with all applicable laws, including, the requirements of the U.S Foreign Corrupt Practices Act of 1977 ('FCPA').

f. All information provided by it during the Buyer's pre-contractual due diligence, including all information provided in the Third Party Entity FCPA Due Diligence Questionnaire (if completed), is complete, truthful and accurate.

g. The Third Party has not and will not directly or indirectly offer or pay, or authorize such offer or payment, of any money or anything of value to improperly or corruptly seek to influence any Government Official (including any Health Care Professional) or any other person in order to gain an improper business advantage, and, has not accepted, and will not accept in the future, such a payment;

h. The Seller undertakes to update these Representations or Warranties if (during the performance of the agreement) the Seller, or any of the employees or individuals who will be primarily responsible for performing under the agreement, or a familial relative of such an employee or individual, becomes a Government Official or if a Government or Government Official becomes an owner of the Seller.

4. Insurance risk

When performing any work or services at any of Buyer's locations, Seller is to carry adequate insurance, and will promptly furnish Buyer with a certificate thereof, covering Worker's Compensation, General Bodily and Property Damage Liability; and Automobile Bodily and Property Damage Liability. The title and risk in goods shall pass to Buyer upon delivery except as otherwise set forth herein.

5. Inspection

All goods supplied hereunder are to be shipped subject to Buyer's examination and right of rejection for a reasonable time after delivery, notwithstanding prior payment, if not as warranted herein, or if not in conformity with Buyer's specifications or, if no specifications are given by Buyer, with standard specifications. All expenses incurred by Buyer as a result of rejections hereunder shall be for Seller's account, and Buyer may return rejected goods at Seller's expense.

6. Taxes

Prices stated on the face of the Order include all taxes (including VAT) and other governmental charges not specifically imposed by law on Buyer, and Seller agrees to indemnify Buyer against and reimburse it for any expenditures it may be required to make on account of Seller's failure to pay such taxes and other governmental charges.

7. Force Majeure

Force Majeure is failure of Seller to make, or of Buyer to take, one or more deliveries of goods or performance of work or services hereunder, if occasioned by acts of God, fire, explosion, flood, epidemic, war, acts of governmental authority, civil disturbances, other internationally recognized events of force majeure, and all other events caused by man or by nature beyond the control of the parties. If a party is prevented from performing its obligations under the Order because of an event of force majeure, it shall immediately notify the other party in writing of the occurrence of such event and, within fifteen (15) days of the event, provide the other party with a written explanation for its inability to meet its obligations under this Order.

8. Packing and shipping

Seller shall pay all shipping, packing, crating and cartage charges unless otherwise specified in the Order. Each container must be marked to show quantity, Order number, contents and shipper's name and must include a packing sheet showing this information. Packaging, marking, labeling and shipping of all

hazardous materials must meet applicable regulations. The seller should deliver goods to the designated warehouse or places on time and in ordered quantity.

9. Termination

If the Seller defaults in any of its obligations hereunder, becomes insolvent, or has a receiver appointed, or if Buyer believes in good faith that any of such events may occur, Buyer may, at its discretion without prejudice to any other remedy, suspend performance of or terminate the Order. In the event of termination, if Seller is in possession of any goods or items belonging to Buyer, Buyer may enter any premises of Seller to retrieve such goods or items. Without prejudice to any other remedy, if Seller breaches any of the terms of the Order, Buyer may, at its election: (i) reject and return the goods and/or services in whole or in part at Seller's cost within a reasonable time after delivery notwithstanding prior payment; (risk in the goods shall revert to Seller upon such rejection); (ii) permit Seller to repair or reinstate the goods or re-perform the services so that they conform with this Order; or (iii) carry out or have carried out at Seller's expense such work as is necessary to conform the goods and/or services to this Order. Buyer may postpone or cancel delivery and/or performance by written notice given to Seller at any time before delivery and/or performance, and Buyer shall reimburse Seller for all costs and expenses reasonably and directly incurred as a result of such postponement or cancellation which cannot be mitigated. The Buyer may terminate this Order immediately if the Buyer learns that the Seller, its officers, employees or agents are making, or have made, improper payments to government officials. Further, in the event of termination under this clause, the Seller will not be entitled to any further payment for goods, work or services, regardless of any activities undertaken or agreements with additional third parties entered into prior to termination.

10. Governing law

The Order shall be governed by the laws of Thailand. All disputes arising from the Order shall be referred to the Courts in Thailand for adjudication.

11. Attendance on premises

In all cases where Seller delivers goods or performs work or services hereunder at any of Buyer's locations, Seller will comply with all applicable provisions of Local safety, health and security laws and regulations and Buyer's safety standards for such location.

12. Confidentiality/ Property rights

Any information or materials provided to Seller by or on behalf of Buyer in connection with this order shall remain the property of Buyer and Seller shall use such materials solely in connection with this order. Save where express written consent is given for disclosure, Seller shall be under a strict duty to maintain the confidentiality of all information forwarded by Buyer for the purposes of this order irrespective of whether the same was marked as confidential or not. Confidential information shall include (but is not limited to) information relating to the technology, commercial, financial, business or affairs of Buyer and its respective associate companies, employees, agents or subcontractors. The obligation of confidentiality herein provided shall survive the termination of this Order. Seller will not disclose or use for any other purpose, any information or materials acquired from or on behalf of Buyer or its affiliates concerning any designs, drawings, specifications, personnel, research activities, products or other business operations. Seller shall maintain such materials in good order and condition subject to fair wear and tear and shall dispose of or return such materials as Buyer directs. Seller further agrees to keep the terms and conditions of this Order confidential and Seller shall not at any time disclose any of the terms of this agreement without the prior written consent of Buyer. Upon termination of this agreement for whatever reason Seller shall destroy and/or return all confidential information disclosed by Buyer to Seller and deliver up to Buyer all working papers, reports, computer disks and tapes and other material and copies provided to or prepared by Seller pursuant to this agreement or to any previous obligation owed to Buyer.

13. Indemnification

Seller agrees to defend, indemnify and hold harmless Buyer against any and all liability, judgments, damages, losses, and expense to the extent occasioned by or resulting from any breach of representation and/or warranty made herein by Seller, or by the failure of Seller to comply with the terms hereof, or by the negligence or willful misconduct of Seller, regardless of whether or not such failure is caused in part by Buyer: provided, however that the Seller shall not have liability under this section to the extent such losses are caused solely by the negligence, recklessness or willful misconduct of Buyer. Buyer shall not under any circumstances be liable for lost profits or any indirect or consequential loss of Seller.

14. Limitation of Liability

Notwithstanding any provision to the contrary herein contained, in no event and under no circumstances shall Buyer be liable to the Seller for damages for loss of profits, loss of use, loss of business, loss of contracts, loss of revenues, loss of (anticipated) savings, loss of time, inconvenience, loss of opportunities or for consequential, indirect, special or punitive damages, arising out of or in connection with the appointment and/or the terms and conditions hereof, irrespective whether such claims for such damages be based on contract, tort or otherwise at law and whether or not Buyer have been previously advised of the possibility of such damages.

15. Assignability

The terms of this Order in its entirety and each and every provision hereof shall inure to the benefit of the customers, successors and permitted assigns of Buyer. Seller may not assign this Order without Buyer's prior written consent, and any such assignment without Buyer's consent shall be null and void.

At a minimum, the following provisions must be included in any contract or agreement as required in MAPP for a Third Party:

1. Seller represents and warrants that:

- a. Seller is licensed, registered, or qualified under local law, regulations, policies, and administrative requirements to provide the goods or services in this agreement, and no regulations or other obligations prohibit it from providing such goods or services;
- b. Seller has not and will not in the future directly or indirectly offer or pay, or authorize the offer or payment, of any money or anything of value in an effort to influence any Government Official or any other person in order for Pfizer to improperly obtain or retain business or to gain an improper business advantage, and, has not accepted, and will not accept in the future, such a payment;
- c. Seller has been provided with a copy of Pfizer's International Anti-Bribery and Anti-Corruption Principles and has communicated such Principles to all persons acting on its behalf in connection with work for Pfizer, including agents or subcontractors;
- d. Any information provided by Seller to Pfizer in connection with Pfizer's anti-corruption due diligence is complete, truthful and accurate and Seller agrees to inform Pfizer if any responses in the due diligence questionnaire with respect to the Seller or any individuals identified in the due diligence questionnaire or their Family Relatives, as defined therein, change during the performance of this agreement;
- e. Seller will (i) provide truthful and complete documentation supporting, in reasonable detail, the work performed and any expenses incurred, (ii) maintain true, accurate, and complete invoices, reports, statements, books, and other records, and (iii) secure pre-authorization in writing from Pfizer for any extraordinary expenditure; and

f. Seller will permit, during the term of the agreement and for three years after final payment has been made under the agreement, Pfizer's internal and external auditors access to any relevant books, documents, papers, and records of Seller involving transactions related to the agreement. Where the agreement involves clinical studies, the contract shall include acceptable safeguards to ensure confidentiality.

g. [IF SELLER IS AN ENHANCED REVIEW TRANSACTION OR A BASIC REVIEW TRANSACTION CONNECTED TO A PIGO: Seller will complete and submit to Pfizer, the Third Party Annual Compliance Certification (Appendix 9) at an annual interval, upon request by Pfizer.

h. [IF SELLER PARTY IS REQUIRED TO UNDERGO TRAINING BY PFIZER PURSUANT TO MAPP: Seller agrees that upon request of Pfizer, any persons acting on behalf of Seller in connection with work for Pfizer, will complete anti-corruption training provided by Pfizer, and will notify Pfizer of any persons that require such training, at the time of contracting and during the term of the engagement.]

i. [IF SELLER IS REQUIRED TO FOLLOW MAPP: Third Party agrees to follow Pfizer's My Anti-Corruption Policy and Procedures (MAPP) in connection with its performance under this agreement, including requiring relevant employees of Seller, as determined by Pfizer, to complete training on anti-corruption and/or MAPP provided by Pfizer.]

2. Pfizer may terminate the contract if Seller breaches any of the above Representations and Warranties. In the event of termination, Seller shall not be entitled to any further payment, regardless of any activities undertaken or agreements entered into prior to termination, and Seller shall be liable for damages or remedies as provided by law. Further, Seller will indemnify and hold Pfizer harmless from any claim, liability, fine, penalty, loss or damage that arises as a result of Seller's failure to comply with its obligations under this Agreement.

Safety Reporting Exhibit

Safety Reporting Requirements for Pfizer Products

1. Scope

Pfizer has a legal and corporate responsibility to comply with applicable regulations governing the collection and reporting of potential Adverse Events (“AE(s)”), At Risk Scenarios (“ARs”), Unexpected Therapeutic Effects (“UTES”), Medical Device Complaints (“MDC(s)”) and Product Quality Complaints (“PQC(s)”) associated with Pfizer medicinal products and/or Medical Devices (which may be separate from, or a component, of a Pfizer medicinal product) all collectively referred to as “Product(s)”, as these terms are defined below. The party providing the services to Pfizer under this Agreement (“Vendor”) shall at all times adhere to the procedures set out below.

2. Definitions

2.1 Adverse Event: an adverse event (AE) is any untoward medical occurrence in a patient administered a Pfizer Product. The event need not necessarily have a causal relationship with the treatment or usage. This includes, but is not limited to:

- Abnormal test findings
- Clinically significant symptoms and signs
- Changes in physical examination findings
- Hypersensitivity
- Progression/worsening of underlying disease
- Lack of drug efficacy
- Drug abuse
- Drug dependency
- Signs and symptoms resulting from drug withdrawal and drug interactions
- Suspected transmission of an infectious agent via a medicinal product.

2.2 At Risk Scenarios: circumstances where the report does not include an AE *per se*, but nevertheless needs to be reported to Pfizer. These circumstances include:

- Medication errors
- Exposure during pregnancy
- Exposure during breastfeeding
- Overdose
- Misuse
- Extravasation
- Occupational exposure
- Off-label use

2.3 Unexpected Therapeutic Effect (“UTE”): a beneficial therapeutic effect of a Product aside from the use for which it had been given.

2.4 Product Quality Complaint: is any written or oral expression of dissatisfaction relative to the physical properties, condition, labeling, potency and/or packaging of a Product, including whether a Product is suspected or confirmed to be counterfeit.

2.5 Medical Device: Any instrument, apparatus, appliance, material or other article, intended by the manufacturer to be used for human beings and which does not achieve its principal intended action in or on the human body by pharmacological, immunological, or metabolic means, but which may be assisted in its functions by such means.

2.6 Medical Device Complaint: is any written or oral expression of dissatisfaction relative to the appearance,

identity, quality, durability, reliability, safety, effectiveness, or performance of a medical device or a product with a medical device component.

3. Vendor Responsibilities

3.1 The Vendor shall ensure that all employees and, if applicable, subcontractor employees providing services under this Agreement (“Vendor Personnel”), shall comply with requirements set out in this Exhibit.

3.2 If Vendor Personnel become aware of potential AE(s), ARSs, UTEs, MDC(s), or PQC(s) that may be associated with a Pfizer Product, the Vendor shall inform Pfizer in accordance with the procedures for AE, ARS, UTE, MDC and PQC reporting included in this Exhibit and as may be updated and provided to the Vendor in the future by Pfizer.

3.3 In the event the Vendor engages a subcontractor to perform services related to this Agreement, the Vendor shall request fulfillment by that subcontractor of these safety reporting requirements on substantially the same terms as those outlined in this Exhibit, unless it is established that there is no possibility that the subcontracted services will involve receipt or handling of potential AE, ARS, UTE, MDC or PQC reports by the subcontractor.

4. Safety Training

4.1 The Vendor agrees to comply with Pfizer’s standards and training on Pfizer’s AE, ARS, UTE, MDC and PQC reporting procedures. The Vendor will require that all Vendor Personnel, responsible for performing the services under this Agreement, must successfully complete the most current version of Pfizer’s AE training program which will be provided by Pfizer, and any other safety related training requested by Pfizer, (“Training Program”). Training must be completed by Vendor Personnel before performing the services under this Agreement, with retraining of Vendor Personnel on an annual basis. Vendor Personnel’s attendance and successful completion of a Training Program must be documented by signature of confirmation of training certificates (“Training Certificates”) which will be provided by Pfizer with the Training Program. If new Vendor Personnel are assigned following commencement of the services under this Agreement, the Vendor shall promptly notify Pfizer and confirm that all such Vendor Personnel have completed the Training Program.

4.2 The Vendor shall maintain (and provide to Pfizer upon request) copies of all Training Certificates for a period of ten (10) years after the expiration or termination of this Agreement or, if applicable, the last statement of work (“SOW”) in effect, whichever occurs later.

5. Reporting Process

5.1 Reporting Time-Frames: The Vendor shall report all potential AEs, ARSs, UTEs, MDCs and all PQC(s) to Pfizer within one (1) business day or three (3) calendar days of awareness, whichever is shorter [[Contract Sales Vendors are required to report within 24 hours of awareness](#)]. Reporting responsibilities are the same for all AEs, irrespective of the seriousness of the event or whether or not it was caused by the product. All MDCs, ARSs, UTEs and PQC(s) should be reported, whether or not there is an associated AE. If there is any conflict between the Reporting Time-Frames specified under this Section 5.1 and the Training Program, the Reporting Time-Frames specified under this Section 5.1 shall prevail.

5.2 AEs, MDCs, ARSs, UTEs and PQC(s) should be reported to:

Tel: 081 623 8429 (Safety Hotline cell phone)

Fax: 1800156206-4512 (Toll-free), 02 665 4828 (Toll)

Email: THA.AEReporting@pfizer.com

5.3 Case Documentation: The Vendor shall document all potential AEs, ARSs, UTEs MDCs, and PQC(s) received and reported to Pfizer.. Documentation shall include, where possible, the name,

address, and telephone number of the reporter, and whether consent has been given by the reporter to be re-contacted by Pfizer if further information is required. The Vendor will maintain a record of each AE, ARS, UTE, MDC and PQC report received, including relevant source documents, and a record of each AE, ARS, UTE, MDC and PQC reported to Pfizer for a minimum period of ten (10) years after the expiration or termination of this Agreement or, if applicable, the last SOW in effect, whichever occurs later and, if requested, will provide these and any other information requested by Pfizer, to support regular reconciliation and quality checks. Notwithstanding the aforementioned requirement, before Vendor destroys any records, including training records, and associated source documents, it will notify Pfizer of its intention to do so and afford Pfizer the opportunity to retain such records.

5.4 Data Privacy: In forwarding AE, ARS, UTE, MDC or PQC reports on Pfizer Products to Pfizer, the Vendor shall comply with all applicable privacy and data protection laws, rules and regulations on the protection of individuals with regard to the processing of Personal Data and the free movement of such data. "Personal Data" means information that can be used by itself or in combination with other available information to identify a specific individual. The Vendor shall collect, use and disclose any Personal Data obtained in the course of performing the safety related activities under this Agreement solely for the purposes of complying with the regulatory obligations as described in this Agreement, or as otherwise required by law or by a court order. The Vendor shall use electronic, physical, and other safeguards appropriate to the nature of the information to prevent any use or disclosure of Personal Data other than as provided for by this Agreement. The Vendor will also take reasonable precautions to protect the Personal Data from alteration or destruction. Vendor shall notify Pfizer promptly of any accidental, unauthorized, or unlawful destruction, loss, alteration, or disclosure of, or access to, the Personal Data ("Security Breach"), and take immediate steps to rectify any Security Breach.

5.5 Information Technology: To the extent that the Vendor utilises information technology systems to identify and report potential AEs, ARS, UTE,s MDCs, and PQC's to Pfizer, the Vendor shall conduct regular functionality checks to ensure the systems are operating effectively.

6. Audit

Pfizer, or its authorised representatives, shall have the right, at its cost, with reasonable advance notice, during regular business hours, to audit the facility used by the Vendor in order to review the Vendor's activities under this Agreement including, but not limited to any documents relevant to these activities, for compliance with the safety requirements set out in this Exhibit. Where evidence of non-compliance is identified Pfizer and Vendor will jointly discuss to determine appropriate corrective and preventive actions and Vendor will provide Pfizer with regular reports on the completion status of the identified corrective and preventive actions.