



**Pfizer Inc Standard Terms and Conditions  
Effective July 26, 2010**

**1. ACCEPTANCE; CONFLICT OF TERMS:** This order is 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 or services covered hereby, the terms and conditions of said contract shall prevail to the extent that the same may be inconsistent with these terms and conditions.

**2. PRICE:** If no price is stated herein, the goods or services shall be billed at the price last quoted by Seller, last paid by Buyer to Seller or the prevailing market price, whichever is lowest.

**3. WARRANTIES:** Seller represents and warrants that:

- a) All goods supplied hereunder shall conform to Buyer's specifications, be free from defects in material and workmanship and of merchantable quality, and 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;
- b) All goods supplied hereunder shall comply with all applicable provisions of the Federal Food, Drug and Cosmetic Act, as amended, and shall be accompanied by an appropriate FDA release, may be introduced into interstate commerce and shall not be adulterated or misbranded within the meaning of such Act; no article supplied hereunder is produced in violation of the Fair Labor Standards Act, as amended, and the above statements shall appear on Seller's invoices; all goods supplied hereunder, which are so required, will be lawfully registered with the U.S. Department of Agriculture at the time of sale and delivery and will comply with the other requirements of Sec. 135-135k of Title 7 of the U.S. Code; and all goods and services supplied hereunder are furnished in full compliance with the Federal Hazardous Substance Labeling Act and the Federal Hazardous Materials Transportation Act as well as with all other applicable Federal, State and Local laws and regulations;
- c) The use or sale of the goods delivered hereunder shall not infringe any patent, trademark, copyright, or other intellectual property right of any third party;
- d) 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, without limitation, the requirements of the Occupational Safety and Health Act of 1970, the Beck Poster Information Exec. Order 13201, the Affirmative Action for Handicapped Workers 41 CFR 60-741.4, the Affirmative Action for Disabled and Viet-Nam Veterans 41 CFR 60-250.4; 41; CFR 61-250.10. Pfizer Inc. is an equal employment opportunity employer and is a federal contractor. Consequently, the parties agree that, to the extent applicable, they will comply with Executive Order 11246, the Vietnam Era Veterans Readjustment Assistance Act of 1974 and Section 503 of the Vocational Rehabilitation Act of 1973 and also agree that these laws are incorporated herein by this reference.
- e) No chemical substance supplied hereunder was manufactured, processed, or distributed in commerce in violation of Section 5 or 6 of the Toxic Substance Control Act, a rule or order issued thereunder, or an order issued in an action brought under Section 5 or 7 of such Act.

**4. INSURANCE; RISK:** When performing any work or services at any of Buyer's locations, Seller shall carry adequate insurance and promptly furnish Buyer with a certificate thereof, covering General Bodily and Property Damage Liability; Workmen's Compensation and Occupational Disease; and Automobile Bodily and Property Damage Liability. 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 hereof include all taxes 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. CONTINGENCIES:** 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, or any other circumstances beyond the control of the parties, or if Buyer's failure is occasioned by a partial or complete suspension of operation at any of Buyer's plants, shall not subject the party so failing to any liability to the other

party, but, at Buyer's option the total quantity of goods, work or services covered by this order may be reduced by the extent of delivery or performance omitted as a result of such contingencies.

**8. PACKING; SHIPPING; SAFE PORT ACT COMPLIANCE:** Seller shall pay all shipping, packing, crating and cartage charges unless otherwise specified in this 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 Department of Transportation and Environmental Protection Agency regulations. Seller is responsible for strict compliance with the Importer Security Filing (10+2) requirements, as set forth in Security and Accountability For Every Port Act of 2006 ("SAFE PORT Act"), for each shipment of goods supplied hereunder to Buyer, including without limitation providing Buyer all information required of importers under the SAFE PORT Act not later than at the time of booking for the transit of such goods regardless of the Incoterm agreed upon by Buyer and Seller. Seller shall be responsible for all costs, liabilities, losses and damages related to Seller's failure to comply with this section.

**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 this order. In the event of termination Buyer may enter any premises of Seller to retrieve goods or items belonging to Buyer in Seller's possession. Without prejudice to any other remedy, if Seller breaches any of the terms of this 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 that cannot be mitigated. Buyer may set off any amount Seller owes Buyer against amounts payable under this order.

**10. GOVERNING LAW:** This order shall be governed by the laws of the State of New York without regard to its choice of law rules. The U.N. Convention on Contracts for the International Sale of Goods (1980) is specifically excluded.

**11. SAFETY:** In all cases where Seller delivers goods or performs work or services at any of Buyer's locations, Seller will comply with all applicable provisions of Federal, State and Local safety laws and rules 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. 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.

**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 or warranty made by Seller, or by the failure of Seller to comply with the terms hereof or any obligation of Seller hereunder, 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. ASSIGNABILITY:** This order in its entirety and each provision hereof shall inure to the benefit of the customers, successors and assigns of Buyer. Seller may not assign this order without Buyer's prior written consent, and any purported assignment without such consent shall be null and void.

**15. FCPA COMPLIANCE:** a) Seller represents and warrants to Buyer that: (i) Seller is licensed, registered, or qualified under local law, regulations, policies, and administrative requirements to do business and has obtained licenses or completed such registrations as are required by law to provide the goods or services subject to the order; (ii) Seller 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, and, if Seller is itself a Government Official, has not accepted, and will not accept in the future, such a payment; and (iii) all information provided by Seller during Buyer's pre-contractual due diligence, including if applicable all information provided in the *Third Party Entity FCPA Due Diligence Questionnaire*, is complete, truthful and accurate. Seller undertakes to update these representations and warranties if during the performance of the order Seller, or any of the employees or individuals who will be primarily responsible for

performing the order, or a relative of such an employee or individual, becomes a Government Official or if a Government or Government Official becomes an owner of Seller.

b) Seller will permit Buyer to take reasonable steps to ensure that funds provided pursuant to the order are properly used, including without limitation: (a) providing periodic invoices stating, in detail, the services performed or goods provided; (b) providing documentation of all expenses to obtain reimbursement and providing Buyer with written notification in advance of any extraordinary expenditure (it being understood that Buyer must authorize any extraordinary expenditure in writing before it may be incurred); and (c) permitting, during the performance of the order and for three years after final payment has been made, Buyer's internal and external auditors access to any relevant books, documents, papers, and records of Seller involving transactions related to the order.

c) Buyer may terminate the order if Seller breaches any of the above representations and warranties or if Buyer learns that improper payments are being or have been made to Government Officials by Seller with respect to goods provided to or services performed on behalf of Buyer or any other company. In the event of such termination, Seller shall not be entitled to any further payment, regardless of any activities undertaken or agreements with additional third parties entered into prior to termination, and Seller shall be liable for damages or remedies as provided by law.

d) "Government Official" is broadly interpreted and includes, (i) any elected or appointed government official, (ii) any employee or person acting for or on behalf of a government official, agency, or enterprise performing a governmental function, (iii) any political party officer, employee, or person acting for or on behalf of a political party or candidate for public office, (iv) an employee or person acting for or on behalf of a public international organization, or (v) any person otherwise categorized as a government official under local law. "Government" is meant to include all levels and subdivisions of non-U.S. governments (*i.e.*, local, regional, or national and administrative, legislative, or executive). All government employees and employees of state-owned enterprises (e.g., doctors employed in a state-owned hospital) are considered "Government Officials."