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 payment of any such additional or different terms proposed by Seller. If this order is expressly limited to the extent of delivery or performance omitted as a result of any item by Seller, Buyer may return rejected goods at Seller’s expense.

5. INSPECTION: All goods supplied hereunder are to be pass to Buyer upon delivery except as otherwise set forth herein. Buyer is responsible for inspecting received goods and have Buyer’s employees or independent auditors perform such inspection as Buyer may request; however, Buyer may not reject for any defects in materials or workmanship without giving Seller an opportunity to inspect Buyer’s premises and to correct any defects. Buyer must notify Seller in writing of any deficiencies within 10 business days after receipt of the goods, and Buyer must provide Seller with a copy of Buyer’s inspection report.

6. TAXES: Prices stated on the face hereof include all taxes 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 and other governmental charges.

7. INDEMNIFICATION: Seller agrees to defend, indemnify and hold harmless Buyer against and reimburse it for any losses, including without limitation, judgments, damages, losses, and expense to the extent of delivery or performance incurred as a result of such contingencies. Seller will not accept in the future, such a payment; and (iii) information provided in the contract due diligence, including if applicable all policies, and employees of state-owned enterprises (e.g., utilities, public transportation, and property of Buyer and Seller shall use such materials solely for the benefit of the customers, successors and assigns of Buyer. Seller will not assign this order without Buyer’s prior written consent, and any purported assignment without such consent shall be null and void.

14. ASSIGNABILITY: This order in its entirety and each provision thereof shall be binding upon the benefit of the customers, successors and assigns of Buyer. Buyer shall not under any circumstances be liable for lost profits or any indirect or consequential loss of Seller.

15. 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 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 policies, and employees of state-owned enterprises (e.g., utilities, public transportation, and

PFIZER INC. STANDARD TERMS AND CONDITIONS

a) All goods supplied hereunder shall conform to Buyer’s specifications, be free from defects in material and workmanship of merchantable quality, and be suitable for Buyer’s intended uses and purposes to the extent of delivery or performance omitted as a result of such contingencies. Seller’s commencement of work, shipment of the described goods, performance of the described services, or payment of any such additional or different terms proposed by Seller. If this order is expressly limited to the extent of delivery or performance omitted as a result of any item by Seller, Buyer may return rejected goods at Seller’s expense.

b) All goods supplied hereunder shall comply with all applicable provisions of the Federal Food, Drug and Cosmetrc Act, as amended, and shall be accompanied by an appropriate government inspection mark and shall be in 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, when 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, where applicable, as well as with all other applicable Federal, State and local laws and regulations.

c) No chemical substance supplied hereunder shall be manufactured, used, disposed of, or otherwise handled in violation of Section 5 or 6 of the Toxic Substances Control Act, a rule or order issued thereunder, or an order issued in connection with this order. Seller will not accept in the future, such a payment; and (iii) information provided in the contract due diligence, including if applicable all policies, and employees of state-owned enterprises (e.g., utilities, public transportation, and

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 hereunder 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. Seller shall 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 period of performance or a time 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.

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 to or use without Buyer’s prior written consent 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 and will not, except as otherwise agreed in writing by Buyer, dispose of or return such materials as Buyer directs.

13. INDEMNIFICATION: Seller agrees to defend, indemnify and hold harmless Buyer against and reimburse it for any losses, including without limitation, judgments, damages, losses, and expense to the extent of delivery or performance incurred as a result of such contingencies. Seller’s commencement of work, shipment of the described goods, performance of the described services, or payment of any such additional or different terms proposed by Seller. If this order is expressly limited to the extent of delivery or performance omitted as a result of any item by Seller, Buyer may return rejected goods at Seller’s expense.

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FORM REVISED ON 2/27/09.