

## **Standard Terms and Conditions of Purchase Order - Suppliers**

These terms and conditions apply to purchase orders addressed to sellers engaging with Pfizer H.C.P. Corporation Representation Office in Ukraine and "Pfizer Ukraine" LLC ('Buyer') that are not parties to contracts currently concluded with the Buyer.

### **1. Acceptance of Purchase Order and conflict of terms**

A Purchase Order ('Order') constitutes an offer by Buyer to purchase goods or services from Seller. 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 the Order. The Order expressly limits acceptance to the terms set forth herein. No terms stated by Seller in accepting the 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 the Order is deemed to be an acceptance of an offer by Seller, such acceptance is limited to the express terms of the Order and is made conditional on Seller's assent to any additional or different terms in the 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 in 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. Amounts payable by Buyer under the Order will be paid within sixty (60) days after the date upon which Pfizer receives a tax invoice.

### **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 Ukrainian laws and regulations. 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 HCP) 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.
- i. All work performed for the Buyer will be completed by tradesmen (where the work performed includes electrical wiring, plumbing, draining and gas fitting work, air conditioning and refrigeration work, or building works) who hold all applicable licences, registrations and trade certificates, an original of which will be shown to the Buyer upon request.
- j. Seller undertakes that it will at all times comply with the Pfizer Anti -Bribery and Anti-Corruption Principles

#### **4. Insurance and 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**

The prices stated on the face of the Order include VAT.

## **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 the Order may be reduced by the extent of delivery or performance omitted as a result of such contingencies.

## **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, labelling and shipping of all hazardous materials must meet applicable regulations.

## **9. Termination**

If (a) the Seller defaults in any of its obligations hereunder, (b) becomes insolvent, or (c) has a receiver appointed, or if (d) under the circumstances it becomes clear that there is a threat that any of such events may occur and Seller does not provide an adequate security for the fulfilment of the Order, 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, Seller hereby grants its prior consent that 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 the 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 the 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 the 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 and dispute resolution**

The Order shall be governed by the laws of Ukraine and the parties shall submit any related disputes for resolution to the competent court in Kiev, Ukraine.

**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 the Order shall remain the property of Buyer and Seller shall use such materials solely in connection with the 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 and/or warranty made herein by Seller, or by the failure of Seller to comply with the terms hereof, or by the negligence, gross negligence or wilful misconduct of Seller. If such damages or losses are caused in part by Buyer, the liability of Seller will be decreased accordingly, provided, however that the Seller shall not have liability under this section to the extent such damages or losses of Buyer are caused solely by the negligence, gross negligence or wilful misconduct of Buyer. Except for acts of gross negligence or wilful misconduct, Buyer shall not under any circumstances be liable for damages, including lost profits of Seller. Liability for any indirect or consequential losses is excluded by the applicable Ukrainian law.

**14. Assignability**

The terms of the 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 the Order without Buyer's prior written consent, and any such assignment without Buyer's consent shall be null and void.

**15. Pfizer Global Manufacturing and Supply**

The following additional terms and conditions apply to Sellers engaging with Pfizer Global Manufacturing and Supply.

- a) The Order must be acknowledged within 48 hours.

- b) Under no circumstance will the Buyer accept any invoice for payment unless the following information is quoted thereon:
  - (i) The Buyer's official Order number;
  - (ii) The Seller's delivery note number and proof of delivery.
- c) The Seller will be held responsible for any claims arising from defects of materials or workmanship.
- d) The Buyer reserves the right to turn away shipments on dirty/broken or sub standard pallets or any goods which are visibly unstable or damaged in any way or of wrong grade/description or where contamination is evident. Acceptable re-supply will be at Seller's expense.
- e) Deliveries will be accepted at the following times only: Monday to Friday 9:00 am to 6:00 pm.
- f) Delivery dockets must accompany goods and be endorsed with the corresponding Order. Delivery dockets should clearly specify Order number, item, description, grade, quantity, units, lot number and number of pallets. Buyer reserves the right to turn away deliveries which do not match delivery dockets. Re-supply will be at Seller's cost.
- g) The acceptance of the goods is subject to the Buyer's Quality Control Inspection.
- h) Material supplied against the Order must comply with the Buyer's material specifications provided.
- i) All packs containing materials must be clean, free from contamination, undamaged and individually identified.
- j) Buyer's billing (invoicing) details and address are the following:

For and on behalf of Pfizer H.C.P. Corporation Representation Office in Ukraine, registered under EDRPOU code: 20070712, having its seat and registered office at: 12 Amosova str., Kiev, 03680, Ukraine, represented by Mr. Mehmet Oguz Akandil.

"Pfizer Ukraine" LLC, registered under EDRPOU code: 37889267, having its seat and registered office at: 12 Amosova str., Kiev, 03680, Ukraine, represented by Mr. Mehmet Oguz Akandil.

- k) All invoices shall specify the order number issued by PFIZER and should be sent to the below address for processing:

12 Amosova str., Kiev, 03680, Ukraine.