

STANDARD TERMS AND CONDITIONS OF PURCHASE ORDER – SUPPLIERS

These terms and conditions apply to sellers engaging with the Representative Office of **Pfizer (Thailand) Ltd in Ho Chi Minh City** or the Representative Office of **Pfizer (Thailand) Ltd in Ho Chi Minh City** and/or its Associated Companies¹ ('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 acknowledges and agrees that its 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. PACKING & TRANSPORTATION

- a. All articles shall be suitably packed or otherwise prepared for transportation, so as to secure that lowest transportation rates and to meet carrier's requirements. No charges will be allowed for packing, crating or cartage, unless stated in the order. Each container must be marked to show quantity, order number, contents and shipper's name. A packing sheet showing this information shall be included in each package. Seller shall prepay all shipping charges, unless otherwise specified.
- b. 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.

3. INTERLECTUAL PROPERTY

- a. During the Validity Period and for one (1) year thereafter, the Seller will promptly disclose to Buyer any and all Materials it creates pursuant to this Order. All rights, title and interests in the said Materials shall vest automatically with Buyer and the Seller shall do all acts and execute all necessary documents to assign, transfer and vest all Intellectual Property rights to/with Buyer in Vietnam and/or foreign countries.
- b. The Seller represents and warrants that any data, information, materials and other deliverables to be provided to Buyer under this Order can be used by Buyer without the need for any proprietary knowledge or information held by the Seller or a third

¹ "Associated Companies" means all companies which (directly or indirectly) control, are controlled by or are under common control with Pfizer Inc.

party and that no specific license or sublicense would be required by Buyer following completion of the services by the Seller.

- c. The Seller will not, in carrying out its obligations under this Order, put Buyer or itself, in breach of any applicable laws or infringe upon the intellectual property interests of any third party and will indemnify, defend and hold harmless Buyer and its affiliates or holding companies, and their employees, officers, directors, agents against and from any losses, claims, proceedings or investigations arising out of or relating to any infringement or unauthorized use of any third party proprietary and/or Intellectual Property Rights arising out of or relating to the performance of the Services by the Seller under this Order.

4. CONFIDENTIALITY

- a. Save where express written consent is given for disclosure or where required by law, the Seller shall be under a strict duty to maintain the confidentiality of any and all Confidential Information and agrees that:
 - i. It will use any Confidential Information provided by Buyer only in order to comply with its obligations under this Order;
 - ii. To only disclose such information to those of its directors, officers and employees (including those of an affiliated Seller) directly concerned with the work under this Order;
 - iii. It will not disclose any Confidential Information, including, without limitation, any part of the Material, to a third party nor use it for any other purpose either for itself or a third party; and
 - iv. It will keep the terms and conditions of this Order confidential and shall not at any time disclose any of the terms of this Order without the prior written consent of Buyer.
- b. If the Seller becomes legally compelled to disclose any Confidential Information, it shall promptly inform Buyer of such fact in writing prior to any disclosure so as to allow Buyer to take appropriate protective actions or measures or to seek orders to protect the interests of Buyer.
- c. The obligation of confidentiality herein provided shall survive the termination of this Order irrespective of the manner or method in which it is terminated. The Seller will procure that its employees, agents, contractors and/or any party acting on its behalf will abide by the confidentiality obligations in this Section.
- d. Upon termination of this Order for whatever reason the Seller shall destroy and/or return all Confidential Information disclosed by Buyer to the Seller and deliver up to Buyer all working papers, reports, computer disks and tapes and other material and copies provided to or prepared by the Seller pursuant to this Order or to any previous obligation owed to Buyer.

5. DELIVERY

This is the essence of this order Buyer must reject goods and service not delivered or furnished on dates herein specified.

6. INSPECTION & REJECTION

All materials and workmanship shall be subjected to inspection and test by Buyer at the plant of Buyer, Buyer reserves the right to reject any defective material or workmanship

not meeting the Buyer's specification and standards, whether paid for or not. Rejected article shall be removed at the expense for the Seller; including transportation both ways promptly after notifications of rejection, and Seller shall bear all risk of rejected articles.

7. RE-WORKS

In the event re-works is necessary due to non adherence to specifications and only if through the fault of the seller, the Buyer at Buyer's discretion, may re-work same and charge back to Seller at the prevailing hourly rate.

8. WARRANTIES

In addition to all warranties, express or implied, established by status or common law or elsewhere set in this order. Seller hereby expressly warrants that all goods and service covered by this order are conform to all specifications, drawing, samples, and any other description, furnished or adopted by Buyer, and will be of best quality and fit and sufficient for the purpose of intended, merchant able, of good and workmanship and free from all patent and latent defect.

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. 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;
- 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, the requirements of the U.S Foreign Corrupt Practices Act of 1977 ('FCPA');
- e. 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 licenses, registrations and trade certificates, an original of which will be shown to the Buyer on request;

9. STANDARD ANTI-CORRUPTION PROVISIONS - 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 Order, 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 Buyer 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 Buyer'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 Buyer, including agents or subcontractors;
- d. Any information provided by Seller to Buyer in connection with Buyer's anti-corruption due diligence is complete, truthful and accurate and Seller agrees to inform Buyer 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 Order;
- 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 Buyer for any extraordinary expenditure;
- f. Seller will permit, during the term of the Order and for three years after final payment has been made under the Order, Buyer's internal and external auditors access to any relevant books, documents, papers, and records of Seller involving transactions related to the Order. Where the Order involves clinical studies, the contract shall include acceptable safeguards to ensure confidentiality;
- g. Seller will complete and submit to Buyer, the *Third Party Annual Compliance Certification* (Appendix 9) at an annual interval, upon request by Buyer;
- h. [IF SELLER IS REQUIRED TO UNDERGO TRAINING BY BUYER PURSUANT TO MAPP: Seller agrees that upon request of Buyer, any persons acting on behalf of Seller in connection with work for Buyer, will complete anti-corruption training provided by Buyer, and, will notify Buyer of any persons that require such training, at the time of contracting and during the term of the engagement.
- i. [IF SELLER REQUIRED TO FOLLOW MAPP: Third Party agrees to follow Buyer's *My Anti-Corruption Policy and Procedures (MAPP)* in connection with its performance under this Order, including requiring relevant employees of Seller, as determined by Buyer, to complete training on anti-corruption and/or MAPP provided by Buyer.]
- f. The Seller undertakes to update these Representations or Warranties if (during the performance of the Order) the Seller, or any of the employees or individuals who will be primarily responsible for performing under the Order, 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.

10. PRICE

- a. If no price is stated herein, the articles, 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. The Seller warrants that price charged for goods delivered against this order will conform with all Government price regulation in effect during the period required to complete the transaction.

- b. The Seller shall not be permitted to incur any cost or expense that would cause the price to be exceeded without providing Buyer with written notification in advance of any expenditure. The Seller must obtain prior written approval from Buyer before any such expenditure may be incurred.

11. TAXES

The purchase price herein set out is inclusive of any and all taxes and other governmental charge, now imposed or hereafter becoming effective, upon production, sale, shipment, use or erection of the material specified in this order: and Seller agrees to indemnify Buyer against and reimburse Buyer for any expenditures Buyer may be required to make on account of Seller's failure to pay such taxes and other governmental charges.

12. PERIOD OF VALIDITY AND PAYMENT

- a. Amounts payable by Buyer under the Order will be paid within sixty (60) days after the date upon which Buyer receives goods and service with official invoice issue and other related supporting documents.
- b. In currency specified in the Purchase Order and within the credit term after goods delivery or service render with proper invoice.
- c. Seller shall provide periodic invoices stating, in detail, the work performed and shall provide documentation of all expenses to obtain reimbursement and providing Buyer with notification in advance of any extraordinary expenditure. Buyer must authorize any extraordinary expenditure in writing before it may be incurred.

13. TERMINATION & CANCELATION

- a. Buyer may terminate or cancel work under this order in whole or part at any time by written or telegraphic notice. Termination shall be without prejudice to any claims which one party may have against the other for work performed and material supplied up to date of cancellation.

Notwithstanding Clause 10.a hereinabove, Buyer may terminate this Order with immediate effect by giving notice in writing to the Seller in any of the following Events:

- i. If the Seller has committed any breach of the terms and conditions herein and/or the Seller's obligations hereunder and has failed to remedy the said breach to Buyer's reasonable satisfaction within seven (7) working days of receipt of a written notice from Buyer requiring the same; or
- ii. Where such breach or default on the Seller's part is in the opinion of Buyer of a grave nature in particular where the Seller has been dishonest or has done such act or things injurious to Seller's reputation or image; or
- iii. If the Seller is presented with a petition for bankruptcy or winding-up, goes into judicial management or liquidation, whether compulsory or voluntary, save for the purpose of reconstruction or amalgamation, or if a receiver is appointed in respect of the whole or any part of the Seller's assets or if the Seller make an assignment for the benefit of or composition with the Seller's creditors generally or threaten to do any of these things, or if any judgment or order is made

against the Seller or any similar occurrence under any jurisdiction that materially affects the performance of the Order by the Seller.

- b. Buyer 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 Orders entered into prior to termination, and Seller shall be liable for damages or remedies as provided by law. Further, Seller will indemnify and hold Buyer 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 Order.
- c. Upon termination of the Order herein, neither the Seller nor Buyer hereto shall have any further obligation to the other under this Order save and except as otherwise provided hereof and for any rights or obligations which have accrued prior to the termination.

14. DRAWING, PRINTS, & SPECIFICATION

The Seller agrees that he will not use, sell, loan, or publicize any of the tools, specifications, blue-print, or designs supplied or paid for by the Buyer for the fulfillment of this order without Buyer's consent.

15. TOOLS, DIES, MOLD, ETC.,

All tools, dies, mold, printing plates, etc. created for use in this order, shall be the property of Buyer, and Buyer may withdraw them for Seller's premises on demand in writing. They shall be carefully preserved by Seller and maintain in good operating condition at all items.

16. INVOICE & DISCOUNT

All official invoices must be rendered in according with local tax regulations unless otherwise specified and right after completing the service. Invoice must be rendered by the person, firm, or corporation to which this order is issued. If unable to comply, please return this order to Buyer and advise Buyer the name and address under which invoice will be rendered. Discount date will be established from the date at which Seller will have complied with all requirements of this order and Buyer has received an invoice in good order.

Failing to submit the invoice or payment request to Buyer's accounting within the prescribed limits (six months) above will be deemed that the Seller' has waived its legal right to payment without any condition. That is to say, the Seller has no right to claim any payment under the subjected the Order; or according the contract for execution.

17. TAX

The Seller undertakes to pay all tax duties, deductions, or other charges of any kind whatsoever may be due and payable when due as a result of the payments made by Buyer to the Seller under Schedule B.

18. REMEDIES

The Seller acknowledges that any violation of the terms of this Order would result in damages to Buyer which could not be adequately compensated by monetary award alone. In the event of any violation by the Seller of the terms of this Order, Buyer shall be entitled as a matter of right to apply to a court of competent equitable jurisdiction for relief, waiver, restraining order, injunction, decree or other remedy available at law and at equity as may be appropriate.

19. ASSIGNABILITY

This order in its entirety and each and every provision thereof shall insure to the benefit of the Customers, successors and permitted assigns of Buyer. 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.

20. WAIVER

Any failure by Buyer to enforce or require strict performance by Seller of any terms or conditions of this order shall not constitute waiver there of by Buyer, and Buyer may at anytime avail himself of the remedies Buyer may have for any breach of the terms hereof.

21. CHANGE MANUFACTURING LOCATION OR PROCESSES

The Seller should notify Buyer when Seller plans to change manufacturing or processes and if there is any materials source changes.

21. RECORDS

As a result of the Order, Buyer is in possession of personal data relating to the Seller. The Seller consents to Buyer using such data to manage and administer any matters relating to this Order and to determine the Seller's potential for involvement in future activities for Buyer. Buyer will use the Seller's personal data only for such purposes as set out in this clause 10.1 and hereby informs the Seller that the personal data may be shared with, exchanged or transferred to other Buyer companies within the Buyer Group of Companies outside of Vietnam, particularly but not limited to the United States of America. Buyer shall take all practical steps to ensure that the Seller's personal data is protected. The Seller hereby consents to usage, transfer and sharing of personal data as described herein.

22. 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 and acceptance by Buyer except as otherwise set forth herein.

23. 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.

24. FORCE MAJEURE

Neither Party shall be liable to the other for loss or damage resulting from delay or failure to perform this Order, or any terms hereunder, either in whole or in part, when the same is due to causes beyond its control, including but not limited to civil war, insurrections, strikes, riots, fires, floods, explosions, earthquakes, serious accidents or any act of government, regulations, acts of God, epidemics, quarantine or labour trouble causing cessation slowdown or interruption of work. The Parties' obligations shall be extended for the periods of such circumstances only so far as they affect the execution of this Order. The Party affected shall notify the other of the commencement and end of the said circumstances.

25. ENTIRE AGREEMENT

- a) This Term and Condition and the Order constitutes the entire agreement between the Parties in relation to the subject matter hereto and supersedes all prior discussions, representations invoices and undertakings in connection therewith which are hereby excluded.
- b) In the event that any provision(s) herein shall be held invalid or unenforceable by a court of competent jurisdiction or by any future legislative or administrative action, such holding or action shall not negate the validity or enforceability of any other provisions hereof.
- c) This Term and Condition and the Order shall be governed in all respects by the laws of Vietnam. All disputes arising from this Order shall be referred to the Courts in Vietnam for adjudication.