

## TERMS and CONDITIONS

The materials or services specified on the reverse side of this Purchase Order are ordered subject to the following terms and conditions and are in addition to instructions and specifications on the Purchase Order.

1. DELAYS - If Vendor fails to make deliveries within the time specified, Purchaser may terminate this Purchase Order, or such part or parts thereof as to which there has been delay.

2. WARRANTY - Vendor expressly warrants that all articles ordered to specifications will conform thereto and to drawings. Samples or other descriptions furnished by Purchaser or if not ordered to specifications, will be fit and sufficient for the purpose intended and that all articles with us merchantable, of good quality and workmanship, and free from defect.

3. INSPECTION - All materials and workmanship shall be subject to inspection and test by

Purchaser at the plant of Vendor and of Purchaser. Final inspection shall be at Purchaser's plant and shall be conclusive except as regards latent defects, fraud, or such gross

mistakes as amount to fraud. Purchaser reserves the right to reject any article which contains defective material or workmanship.

Rejected articles shall be removed at the expense of mender, including transportation both ways promptly after notification of rejection and Vendor shall bear all risk of rejected articles.

Purchaser may elect to retain rejected articles and remedy any defects. Cost of affecting such remedy shall be deducted from the amount due Vendor hereunder.

4. CHANGES - Purchaser may at any time by written order make changes in drawings and specifications, require additional work or direct the admission of work covered by this Purchase

Order if such changes cause an increase or decrease in the amount due hereunder or in the time required for performance, an equitable adjustment shall be made and this Purchase Order shall be modified in writing. Any claim for adjustment under these provisions must be asserted within 30 days from the date the change is ordered and the amount of such claim must be stated in writing within 30 days thereafter.

5. MATERIALS - Vendor to furnish material unless otherwise directed in the Purchase Order proper. If the Purchaser furnishes material, Vendor shall dispose of scrap as directed by Purchaser.

Unused materials shall be disposed of by Vendor as directed by Purchaser.

6. DELIVERY - Purchaser may at any time postpone delivery of any of the articles ordered herein for a reasonable time as to any particular schedule shipment.

7. TERMINATION - Work may be terminated under this order in whole or in part at any time by written or telegraphic notice and an equitable adjustment satisfactory to the Purchaser and the Vendor will be made.

8. PATENT \_ The Vendor agrees to protect the buyer against all damages and expenses resulting from any claims for patent infringement arising out of purchase of the equipment included in this order.

9. PRICE REGULATION - Please be sure that the following statement appears on Vendor's invoices. "Vendor warrants that prices appearing on this invoice are not in excess of maximum prices determined pursuant to any applicable governmental price regulation or order".

10. SAFETY - Equipment must comply with all regulations pertaining to safety codes as set forth by any government agency.

11. BLUEPRINTS - All blueprints are the property of the Purchaser and are returnable upon demand.

12. INSURANCE - It is understood that the Vendor will comply with all governmental regulations and restrictions effecting the purchase and the use of this material, also, when necessary, materials used by the Vendor will be acceptable and in compliance With all insurance regulations.

13. WORKS PROGRESS - Work is to progress in accordance with the general Job Progress.

14. SPECIFICATIONS - All specifications and tolerances must be held according to print.

Any deviation must be in writing approved by an authorized member of the Purchasing Department.

15. RE-WORKS - In the event re-work is necessary due to non-adherence to specifications and only if through the fault of Vendor, the Purchaser, at its discretion, may rework

same and charge back to the Vendor at the prevailing hourly rate.

16. WORK EXPECTED OF VENDOR - Vendor is to remove all burrs including out-off burrs remove all sharp corners, even though it requires a secondary operation.

17. PRICE - Any increase in price is not valid unless approved and signed in writing by the Purchasing Dept.

18. VERIFICATION OF RECEIPT OF MATERIAL - In order to insure prompt payment, it is necessary to inform Purchaser of any item ordered by the Purchaser from an outside source which does not come through Purchaser's Receiving and Inspection Dept .but is received by Vendor from

Purchaser's Vendor on direct shipping instructions Vendor is to notify Purchaser immediately as to the amount of material received, and condition. This should be marked to the

attention of the Purchasing Department.

19. SHIPMENT - Shipment be made within the time agreed upon between the Purchaser and the Vendor unless prompt notice of inability to ship is given to the Purchaser by

the Vendor. If default of shipment within the time agreed upon the Purchaser shall have the right to purchase elsewhere the material covered by this Purchase Order and to charge the Vendor with any loss arising by reason of such default

If Pfizer and the Supplier have entered into a separate agreement in writing regarding the purchase of certain products or services covered by a purchase order, the terms of such agreement shall govern and these General Terms and Conditions shall be considered complimentary. In the event of a conflict between the terms of such agreement and the terms of these General Terms and Conditions, the terms of such agreement shall prevail.