

Standard Terms and Conditions of Purchase Order

Pfizer Luxembourg SARL Estonia Branch, March 2016

These terms and conditions apply to purchase orders addressed to sellers engaging with Pfizer Luxembourg SARL Estonia Branch ('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, Payment term

Price stated on Purchase Order may be approximate or rounded, calculated as based on price negotiations between Buyer and Seller.

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, unless different payment term is agreed beforehand, 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 Estonian 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.

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. 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 nature, 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.

7. 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.

8. 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.

9. Governing law and dispute resolution

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

10. 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.

11. 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.

12. 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 Estonian law.

13. 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.

14. Pfizer Global Supply

The following terms and conditions apply to all Sellers engaging with Pfizer Global 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: the Buyer's official Order number - Purchase Order number;
- 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:
 - (i) Pfizer Luxembourg SARL Estonia Branch - Monday to Friday 9:00 am to 5:00 pm.
- f) Delivery dockets/ bill of delivery 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:
PFIZER LUXEMBURG SARL ESTONIA BRANCH, entered in the Commercial Register: 11037822, having its seat and registered office at: Sõpruse blv 157, 13417, Tallinn, Estonia
- k) All invoices shall specify the Purchase order number issued by PFIZER and should be sent to relevant e-mail or to the below address for processing:
Sõpruse blv 157, 13417, Tallinn, Estonia

15. Additional Terms and Conditions

1. Supplier agrees to accept and acting according to Pfizer's My Anti-Corruption Policy and Procedures' Provisions (see next pages); and
2. Supplier provides, or agrees that it will provide if it is awarded the bid, basic information regarding its connection to Government Officials, including the following:
 - a. Whether any of its officers, directors, shareholders, or principal managers is a Government Official;
 - b. Whether any of its officers, directors, shareholders, or principal managers has a business relationship with any Government Official who would be in a position to

- influence the purchase of Pfizer products or otherwise provide a commercial advantage to Pfizer; and
- c. Whether any Government Official is entitled to any part of any compensation or free to be paid under the proposed agreement.

Pfizer's International Anti-Bribery and Anti-Corruption Business Principles

Pfizer has a long-standing policy forbidding bribery and corruption in the conduct of our business in the United States or abroad. Pfizer is committed to performing business with integrity, and acting ethically and legally in accordance with all applicable laws and regulations. We expect the same commitment from the consultants, agents, representatives or other companies and individuals acting on our behalf ("Business Associates"), as well as those acting on behalf of Business Associates (e.g., subcontractors), in connection with work for Pfizer.

Bribery of Government Officials

Most countries have laws that forbid making, offering or promising any payment or anything of value (directly or indirectly) to a Government Official when the payment is intended to influence an official act or decision to award or retain business.

"Government Official" shall be broadly interpreted and means:

- (i) any elected or appointed Government official (e.g., a legislator or a member of a Government ministry);
- (ii) any employee or individual acting for or on behalf of a Government Official, agency, or enterprise performing a governmental function, or owned or controlled by, a Government (e.g., a healthcare professional employed by a Government hospital or researcher employed by a Government university);
- (iii) any political party officer, candidate for public office, officer, or employee or individual acting for or on behalf of a political party or candidate for public office;
- (iv) any employee or individual acting for or on behalf of a public international organization;
- (v) any member of a royal family or member of the military; and
- (vi) any individual otherwise categorized as a Government Official under law.

"Government" means all levels and subdivisions of governments (i.e., local, regional, or national and administrative, legislative, or executive).

Because this definition of "Government Official" is so broad, it is likely that Business Associates will interact with a Government Official in the ordinary course of their business on behalf of Pfizer. For example, doctors employed by Government-owned hospitals would be considered "Government Officials."

The U.S. Foreign Corrupt Practices Act (the “FCPA”) prohibits making, promising, or authorizing a payment or providing anything of value to a non-U.S. Government Official to improperly or corruptly influence that official to perform any governmental act or make a decision to assist a company in obtaining or retaining business, or to otherwise gain an improper advantage. The FCPA also prohibits a company or person from using another company or individual to engage in any such activities. As a U.S. company, Pfizer must comply with the FCPA and could be held liable as a result of acts committed anywhere in the world by a Business Associate.

Anti-Bribery and Anti-Corruption Principles Governing Interactions with Governments and Government Officials

Business Associates must communicate and abide by the following principles with regard to their interactions with Governments and Government Officials:

- Business Associates, and those acting on their behalf in connection with work for Pfizer, may not directly or indirectly make, promise, or authorize the making of a corrupt payment or provide anything of value to any Government Official to induce that Government Official to perform any governmental act or make a decision to help Pfizer obtain or retain business. Business Associates, and those acting on their behalf in connection with work for Pfizer, may never make a payment or offer any item or benefit to a Government Official, regardless of value, as an improper incentive for such Government Official to approve, reimburse, prescribe, or purchase a Pfizer product, to influence the outcome of a clinical trial, or to otherwise benefit Pfizer’s business activities improperly.
- In conducting their Pfizer-related activities, Business Associates, and those acting on their behalf in connection with work for Pfizer, must understand and comply with any local laws, regulations, or operating procedures (including requirements of Government entities such as Government-owned hospitals or research institutions) that impose limits, restrictions, or disclosure obligations on compensation, financial support, donations, or gifts that may be provided to Government Officials. If a Business Associate is uncertain as to the meaning or applicability of any identified limits, restrictions, or disclosure requirements with respect to interactions with Government Officials, that Business Associate should consult with his or her primary Pfizer contact before engaging in such interactions.
- Business Associates, and those acting on their behalf in connection with work for Pfizer, are not permitted to offer facilitation payments. A “facilitation payment” is a nominal payment to a Government Official for the purpose of securing or expediting the performance of a routine, non-discretionary governmental action. Examples of facilitation payments include payments to expedite the processing of licenses, permits or visas for which all paperwork is in order. In the event that a Business Associate, or someone acting on their behalf in connection with work for Pfizer, receives or becomes aware of a request or demand for a facilitation payment or bribe in connection with work for Pfizer, the Business Associate shall report such request or demand promptly to his or her primary Pfizer contact before taking any further action.

Commercial Bribery

Bribery and corruption can also occur in non-Government, business to business relationships. Most countries have laws which prohibit offering, promising, giving, requesting, receiving, accepting, or agreeing to accept money or anything of value in exchange for an improper business advantage. Examples of prohibited conduct could include, but are not limited to, providing expensive gifts, lavish hospitality, kickbacks, or investment opportunities in order to improperly induce the purchase of

goods or services. Pfizer colleagues are not permitted to offer, give, solicit or accept bribes, and we expect our Business Associates, and those acting on their behalf in connection with work for Pfizer, to abide by the same principles.

Anti-Bribery and Anti-Corruption Principles Governing Interactions with Private Parties and Pfizer Colleagues

Business Associates must communicate and abide by the following principles with regard to their interactions with private parties and Pfizer colleagues:

- Business Associates, and those acting on their behalf in connection with work for Pfizer, may not directly or indirectly make, promise, or authorize a corrupt payment or provide anything of value to any person to influence that person to provide an unlawful business advantage for Pfizer.
- Business Associates, and those acting on their behalf in connection with work for Pfizer, may not directly or indirectly, solicit, agree to accept, or receive a payment or anything of value as an improper incentive in connection with their business activities performed for Pfizer.
- Pfizer colleagues are not permitted to receive gifts, services, perks, entertainment, or other items of more than token or nominal monetary value from Business Associates, and those acting on their behalf in connection with work for Pfizer. Moreover, gifts of nominal value are only permitted if they are received on an infrequent basis and only at appropriate gift-giving occasions.

Reporting Suspected or Actual Violations

Business Associates, and those acting on their behalf in connection with work for Pfizer, are expected to raise concerns related to potential violations of these International Anti-Bribery and Anti-Corruption Principles or the law. Such reports can be made to a Business Associate's primary point of contact at Pfizer, or if a Business Associate prefers, to Pfizer's Compliance Group by e-mail at corporate.compliance@pfizer.com or by phone at 1-212-733-3026.