

# **Pfizer Oy's general terms and conditions for the purchase of products and services**

## **1. Scope**

These general terms and conditions (hereinafter the "General Terms and Conditions") are an integrated part of purchase orders made by Pfizer Oy (hereinafter referred to as "Pfizer"). Any purchase order is placed with the supplier of services or products (the "Supplier") in accordance with and subject to the Supplier accepting to supply such products and services pursuant to the provisions of these General Terms and Conditions. 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.

## **2. Delivery of products and services**

2.1 The Supplier shall supply the products or services pursuant to the provisions of these General Terms and Conditions. In terms of quality, quantity and other characteristics as well as packaging the products or services shall correspond to the purchase order and any specification or assignment description attached thereto. The Supplier shall deliver the products or services to Pfizer at the delivery date set forth in the purchase order, +or such other date as may be agreed in writing by the parties.

2.2 Drawings, technical information and other information material delivered to Pfizer in connection with a purchase order shall be deemed to form an integral part of the products or the services delivered. Such documents shall be in the language agreed in the purchase order. However, safety data sheets shall always be provided in Swedish.

## **3. Results of services; implied license**

3.1 Any results of services performed under these General Terms and Conditions shall, whether patentable and/or protected by other intellectual property rights or not, be owned by Pfizer. The Supplier hereby assigns all right, title and interest to such results, including the right to modify and assign to any third party, to Pfizer (the Pfizer entity which has placed the purchase order for the services, as the case may be) and undertakes to sign all documents which Pfizer deems necessary for the assignment of such rights.

3.2 To the extent the use by Pfizer of products or services delivered under these General Terms and Conditions requires a license from the Supplier, such license shall be deemed implied in the purchase hereunder and the price paid.

## **4. Terms of Delivery**

Deliveries of products shall be made DDP (Incoterms 2010) to the delivery address stated in the purchase order. If no specific delivery address has been stated, the address of Pfizer shall be deemed to be the delivery address. Location of delivery of services shall be as agreed in the purchase order.

## **5. Warranty**

5.1 The Supplier represents and warrants that it possesses the necessary professional skills, experience and capability to perform its obligations in accordance with these General Terms and Conditions. The Supplier further warrants (i) that the products delivered have been manufactured and the services delivered have been performed in compliance with applicable laws and regulations, including where applicable and without limitation, EU or FDA rules on GXP such as Good Manufacturing Practice (GMP), Good Distribution Practice (GDP), Good Laboratory Practice (GLP) and Good Clinical Practice (GCP), (ii) that the products and services delivered are fit for their purpose in every respect, (iii) that the products and services delivered do not have any characteristics which are harmful or may cause damage, and (iv) that the products and services are free from defects, including without limitation that they fulfil the requirements under the purchase order, the specifications and other agreements between the parties.

5.2 The Supplier warrants that the products or services will not infringe any patent, copyright, trademark, or any other intellectual property rights.

## **6. Consequences of delay**

6.1 If the delivery of products are delayed or if services have not been performed in time, the Supplier shall indemnify and hold Pfizer harmless from and against losses suffered or incurred resulting from such delay and Pfizer is, without limitation to any other remedy available at law or under contract, entitled to recover liquidated damages (Finnish: *sopimussakko*) from the Supplier equal to an amount of one (1) per cent of the purchase price of the delayed products or services for each full seven day period of the delay. The liquidated damages shall in no event exceed an amount equal to ten (10) per cent of the total purchase price of the products or services.

6.2 Pfizer has the right to revoke the purchase order if the duration of the delay exceeds thirty (30) days and Supplier shall in such event repay any part of the purchase price paid.

## **7. Consequences of defects**

7.1 In the event of products not delivered in accordance with Section 5 or otherwise not in compliance with these General Terms and Conditions, the Supplier shall remedy without undue delay, free of charge, any such product at a time and in a manner which does not, in Pfizer's sole opinion, have any negative effect on Pfizer's operations. If the Supplier does not promptly remedy, e.g. repair a defect product, Pfizer is entitled to remedy at Supplier's expense, or require that the Supplier replaces the product. As an alternative, at Pfizer's sole discretion, Pfizer shall have the right to revoke the purchase order. In case of replacement, costs related thereto, including but not limited to cost for transport of returned products, customs fees, import or export charges, or any other official charges, or if Pfizer so requires, costs relating to destruction of the products, shall be borne by the Supplier.

7.2 In case of services not delivered in accordance with Section 5 or otherwise not in compliance with these General Terms and Conditions, the Supplier shall remedy without undue delay, free of charge, any such service at a time and in a manner which does not, at Pfizer's sole discretion, have any negative effect on Pfizer's operations. If the Supplier does not promptly remedy the defect, Pfizer is entitled to remedy the defect in the services at Supplier's expense, or revoke the purchase order for the services.

7.3 Pfizer is entitled to liquidated damages for the period from notice given of any defect until the time of repair other remedy or replacement. The liquidated damages shall be calculated in accordance with to Section 6.1.

7.4 If the Supplier has not remedied a defect or effected replacement within a reasonable time after notice was given to the Supplier, Pfizer is entitled to a reduction of the purchase price.

7.5 In addition to the above, if the products or the services are not delivered in accordance with Section 5 or otherwise not in compliance with these General Terms and Conditions, the Supplier shall indemnify and hold Pfizer harmless from and against any losses suffered or incurred resulting from such defect or non-performance.

## **8. Notification by Pfizer of defects in products or services; Notice by the Supplier of anticipated non-performance**

8.1 Notice of defects shall be given by Pfizer to Supplier within three (3) weeks after the date when the defect was discovered, however not later than twenty-four (24) months after delivery. In case of successive deliveries, a delivery under the purchase order shall be regarded as performed on the date of the last delivery made. In case of a hidden defect (Finnish: *piilevä virhe*), there shall be no time restrictions applicable for giving notice of defect.

8.2 If the Supplier has reason to believe that the products or services will not be delivered in accordance with the purchase order and these General Terms and Conditions, the Supplier shall promptly notify Pfizer. If the Supplier fails to make such notification, the Supplier shall indemnify and hold Pfizer harmless also for losses suffered or incurred by Pfizer resulting from such delayed notice.

## 9. Anti-Corruption

Supplier represents and warrants that:

- a. Supplier is licensed, registered, or qualified under local law, regulations, policies, and administrative requirements to provide the goods or services in this agreement, and no regulations or other obligations prohibit it from providing such goods or services;
- b. Supplier 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 Pfizer 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. Supplier has been provided with a copy of Pfizer'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 Pfizer, including agents or subcontractors;
- d. Any information provided by Supplier to Pfizer in connection with Pfizer's anti-corruption due diligence is complete, truthful and accurate and Supplier agrees to inform Pfizer if any responses in the due diligence questionnaire with respect to the Supplier or any individuals identified in the due diligence questionnaire or their Family Relatives, as defined therein, change during the performance of this agreement;
- e. Supplier 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 Pfizer for any extraordinary expenditure; and
- f. Supplier will permit, during the term of the agreement and for three years after final payment has been made under the agreement, Pfizer's internal and external auditors access to any relevant books, documents, papers, and records of Supplier involving transactions related to the agreement. Where the agreement involves clinical studies, the contract shall include acceptable safeguards to ensure confidentiality.
- g. Supplier agrees that upon request of Pfizer, any persons acting on behalf of Supplier in connection with work for Pfizer, will complete anti-corruption training provided by Pfizer, and will notify Pfizer of any persons that require such training, at the time of contracting and during the term of the engagement. In such event, the Consultant agrees to follow Pfizer's My Anti-Corruption Policy and Procedures (MAPP) in connection with its performance under this agreement, including requiring relevant employees of Supplier, as determined by Pfizer, to complete training on anti-corruption and/or MAPP provided by Pfizer.

The Supplier confirms it has read Pfizer's International Anti-Bribery and Anti-Corruption Principles attached hereto as **Appendix 1**.

Pfizer may terminate the contract if Supplier breaches any of the above Representations and Warranties. In the event of termination, Supplier shall not be entitled to any further payment, regardless of any activities undertaken or agreements entered into prior to termination, and Supplier shall be liable for damages or remedies as provided by law. Further, Supplier will indemnify and hold Pfizer harmless from any claim, liability, fine, penalty, loss or damage that arises as a result of Supplier's failure to comply with its obligations under this Agreement.

## 10. Payment

10.1 Payment shall be made not later than thirty (30) days after Pfizer's receipt of invoice according to Section 10.2 provided that the Supplier has delivered the products or the services in accordance with these General Terms and Conditions. If Pfizer and the Supplier have agreed separately in writing about other payment terms, such separately agreed payment terms shall govern. However, Pfizer is entitled to withhold amounts corresponding to claims against the Supplier which Pfizer has or may have due to breach of these General Terms and Conditions and which are known when the payment would fall due. Pfizer's payment of invoiced amounts does not constitute any acceptance by Pfizer of the Supplier's fulfilment of its contractual obligations. For a period commencing at the date of the purchase order and for three (3) years after final payment has been made, Pfizer, itself or through Pfizer's external auditor, has the right upon reasonable notice to access and review any

relevant books, documents, papers, and records of the Supplier involving transactions related to a purchase order issued under these General Terms and Conditions.

10.2 The invoice shall include Pfizer's purchase order number, contact person, identification of the products or the services delivered, the agreed price in total and VAT. The applicable Pfizer invoicing address is included in Pfizer's purchase order. Any invoice shall be submitted to Pfizer electronically, if not otherwise agreed, in accordance with Pfizer's instructions.

## **11. Confidentiality**

11.1 The Supplier undertakes, without limitation in time and notwithstanding termination of a purchase order, not to use or disclose to any third party Confidential Information received from Pfizer, any company within the Pfizer group or its subcontractors, or developed in the process of delivery of the products to Pfizer or of performing the services for Pfizer. The Supplier shall at all times take all reasonable measures to protect and maintain secrecy of Confidential Information.

11.2 "Confidential Information" under this Section 11 means all information – scientific, technical, commercial or other – whether the information has been received orally or in writing, or been documented in digital media or other format, with the exception of

- a) information which the Supplier can demonstrate was lawfully in the Supplier's possession prior to the time of disclosure;
- b) information which is or becomes public knowledge through no fault, omission, or other act of the Supplier; or
- c) information which is obtained from a third party lawfully entitled to possession of such Confidential Information and under no obligation of confidentiality to Pfizer.

11.3. Following the completion or termination of the Purchase Order, or prior thereto where Pfizer so requests, the Supplier shall immediately return or destroy (at Pfizer's option) all materials embodying Confidential Information of Pfizer.

## **12. Data Privacy**

In connection with Pfizer's procurement of services and / or goods from the Supplier, Pfizer will in certain cases process personal data as a data controller (e.g. to manage Pfizer's relationship with the Supplier regarding billing and invoicing, contacts in connection with contractual agreements, validating authorized signatories and providing access to Pfizer training modules).

The processing of personal data for which Pfizer acts as a data controller (e.g. name, contact details and position) may concern individual representatives of a supplier that constitutes a legal entity and / or, where applicable, a natural person who constitutes the Supplier (e.g. sole proprietor).

For more information regarding Pfizer's processing of personal data and what rights data subjects may exercise in relation to its personal data, please see Pfizer's [Supplier Privacy Notice](#).

The Supplier undertakes to inform the persons engaged in the transaction about such processing of personal data as described and referred to above and to document that such information is given. If the Supplier shall process personal data on behalf of Pfizer (i.e. if the Supplier is a data processor in relation to Pfizer) the parties shall enter into Pfizer's standard data processing agreement before such processing is commenced.

## **13. Limitation of liability**

12.1 Except in the case of wilful misconduct and/or gross negligence, Pfizer will under no circumstances be liable for any loss of profit, revenues, data, or business of the Supplier, or any other indirect or consequential damage, regardless of whether such losses are foreseeable or not. The maximum aggregate liability of Pfizer towards the Supplier for claims arising under the Purchase Order and/or these General Terms and Conditions is limited to the purchase price set forth in the Purchase Order. For the avoidance of doubt, this limitation of liability applies to the extent permitted under applicable mandatory law.

## **14. Miscellaneous**

13.1 Neither party has the right to assign or transfer any rights or obligations hereunder without the other party's prior written consent. However, Pfizer has the right without consent from the other party to assign or transfer the purchase order and rights and obligations under these General Terms and Conditions, in whole or in part, to another company in the Pfizer group at any time, and to a third party in connection with the sale of the Pfizer operations to which the products or services relate.

13.2 The Supplier may not use Pfizer's name or in any other manner refer to Pfizer in advertisements, other marketing activities or presentations (whether oral or in writing) without Pfizer's prior written consent.

13.3 Any amendment of or addendum to the purchase order or these General Terms and Conditions shall be in writing and signed by the parties thereto.

#### **15. Applicable law; disputes**

The purchase order and these General Terms and Conditions shall be governed by and construed in accordance with Finnish law. The Finnish Sale of Goods Act (Fin. *Kauppalaki 355/1987*) shall not apply. Any dispute or claim arising out of or in connection with the purchase order, or the breach, termination or invalidity thereof shall be finally settled in accordance with the Rules for Expedited Arbitration of the Finland Chamber of Commerce. The arbitration proceedings shall take place in Helsinki, Finland.

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## 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 Page 2 of 3

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, Page 3 of 3 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](mailto:corporate.compliance@pfizer.com) or by phone at 1-212-733-3026. You can also contact Pfizer's Legal Department in Sweden for further information.