

TERMS AND CONDITIONS OF THE PURCHASE ORDER

1. SCOPE

The general contracting conditions (the "Conditions") established herein and the contract that may be entered into, constitute the only applicable provisions for the acquisition of products and/or services that Pfizer, S.A. de CV, its affiliates and/or subsidiaries, hereinafter all of them referred to as ("Pfizer") carry out with those natural or legal persons from whom Pfizer requires any supply, as defined below (said persons hereinafter referred to as the "Supplier"), with the exception of the general conditions of sale of the Supplier and any other document that emanates from it, related to the Purchase Order (hereinafter "PO") of Pfizer. The Supplier agrees that Pfizer may, at any time, modify the Conditions established herein. Unless this PO is covered by a Contract or Agreement in writing between the Supplier and the Company that issues this PO, (hereinafter Pfizer, this PO constitutes the only Agreement between the Supplier and Pfizer with respect to the products and/or services specified in this PO. Only the quotation attached to this PO will form part of this Agreement. In case of dispute, between what is established between the Quote and this PO, the terms and conditions established in the PO will prevail. The Supplier will be the only employer of the personnel that you use to comply with this PO, so you agree to indemnify, defend, and compensate for any claim that your personnel may bring against Pfizer. Likewise, you will reimburse the amounts that may be disbursed under any circumstances as a result of said claim.

2. REQUISICION

2.1 PURCHASE ORDER

All purchases of products and/or services made by Pfizer will be the subject of a PO issued by it. In urgent cases, Pfizer may receive such products and/or services without the presentation of a PO as long as this has been effectively issued and this can be corroborated by Pfizer through the Supplier's mention of the PO number.

2.2 The Supplier must have a purchase order prior to delivering a good or service to Pfizer SA de CV, otherwise they must notify their contact in the Procurement department.

2.3 It is important for the Supplier to check that the following invoice data matches 100% with the received purchase order: Quantities, Products, Prices, Currency, Company Name; otherwise there will be problems of rejections in the programming of your payments.

2.4 An invoice must NOT refer to more than one purchase order.

2.5 Email Address: please specify your email where you will receive the notification from our system regarding the validations of receipt of your invoices.

2.6 Invoice:

2.6.1 Complete tax data for billing:

2.6.2 Tax data for invoices in the name of Pfizer SA de CV:

PFIZER SA DE CV
PFI 730206 632
PASEO DE LOS TAMARINDOS 40
COL BOSQUES DE LAS LOMAS
CUAJIMALPA, DF
MEXICO CP 05120

2.7 Ensure that the business name to which you invoice is the one indicated in the purchase order sent by Pfizer

3. CONFORMITY

3.1. CONFORMITY WITH SPECIFICATIONS, CONDITIONS AND TERMS Without prejudice to the provisions of the following article, the provision of services and/or the provision of goods, as applicable, must comply with the specifications, conditions and terms that, where appropriate, have been agreed between the Supplier and Pfizer, which may be modified by the Supplier only with the prior written approval of Pfizer. Any modification to the goods and/or services will require a complementary PO, which will be numbered and issued by Pfizer's Procurement department. Pfizer may modify the specifications, conditions and terms through written notice to the Supplier, as well as request additional work or the omission of work already requested. If the changes result in an increase or decrease in the amount of the PO or the term for compliance, a proportional adjustment will be made to the consideration after acceptance by Pfizer.

3.1.1 The Supplier is responsible for verifying the following points in the Purchase Order:

- Quantity.
- Delivery date (important for any clarification contact your buyer).
- Price and Currency
- Payment terms
- Have read the regulation of "Entry Standards to the Storage and Distribution Center"
- Make sure to send the necessary documentation

3.2 COMPLIANCE WITH LAWS AND REGULATIONS

The provision of services and/or the provision of goods by the Supplier, must comply with the legal requirements, regulations and standards in force applicable in the United Mexican States, and in particular, with the provisions for hygiene and safety, protection of the environment and consumer protection provisions provided by Mexican legislation. The Supplier will release Pfizer safely from any lawsuit, complaint or controversy that may arise before any administrative and jurisdictional authority of any level of federal, state or local government as a result of the breach of these provisions and undertakes to respond for all the financial, legal and other consequences that may result.

3.2.1 The Supplier declares and guarantees that:

- a. The Supplier is authorized, registered, or qualified under local laws, regulations, policies, and administrative requirements to provide the goods or services of this agreement, and no regulations or other obligations prohibit the Supplier from providing such goods or services;
- b. The Supplier has not offered or paid and will not offer or pay in the future directly or indirectly, nor will it authorize the offering of payment, money or valuables to influence a Public Official or any other individual to improperly obtain or retain business or gain an improper business advantage, and have not accepted, and will not accept in the future, such payment;
- c. The Supplier has received a copy of Pfizer's International Anti-Bribery and Anti-Corruption Business Principles and has communicated those Principles to all persons acting on its behalf in connection with work for Pfizer, including agents or subcontractors;
- d. Any information provided by the Supplier to Pfizer in connection with Pfizer's anti-corruption due diligence is complete, true and accurate and the Supplier agrees to inform Pfizer if any of the responses in the due diligence questionnaire regarding the Supplier or any individual identified in the due diligence questionnaire or their Family Members, as defined therein, changes during the performance of this agreement;
- e. The Supplier (i) will provide true and complete documentation that supports, in reasonable detail, the work performed and any expenses incurred, (ii) will keep invoices, reports, statements, books, and other true and complete records, and (iii) will obtain the Pfizer's written pre-authorization for any extraordinary expense; and
- f. The Supplier will allow, during the term of the agreement and for three years, after the final payment has been made under the agreement, to Pfizer's internal and external auditors to have access to any relevant books, documents, papers, and records of the Supplier that include transactions related to the agreement. When the agreement includes clinical studies, the contract will include acceptable protections to ensure confidentiality.
- g. If the Supplier is an in-depth review transaction or a basic review transaction connected with a PIGO: the Supplier will complete and submit to Pfizer, the Annual Third-Party Compliance Certification annually, upon request from Pfizer.
- h. If the Supplier is required to conduct training by Pfizer in accordance with MAPP: the Supplier agrees that at the request of Pfizer, any individual acting on behalf of the Supplier in connection with work for Pfizer, will complete the training anti-corruption provided by Pfizer, and will notify Pfizer of any individual who requires such training, at the time of hire and during the term of the contract.
- i. If the Supplier is required to follow MAPP: The Third Party agrees to follow Pfizer's My Anti-Corruption Policy and Procedures (MAPP) in relation to its performance under this agreement, including soliciting appropriate Supplier employees, as determined by Pfizer, complete anti-corruption and/or MAPP training provided by Pfizer.

3.2.2 Pfizer may terminate the contract if the Supplier breaches any of the above Representations and Warranties. In the event of termination, the Supplier will not be entitled to any additional payment, regardless of the activities carried out or the agreements entered into prior to termination, and the Supplier will be liable for damages or repairs as established by law. In addition, the Supplier will indemnify and hold Pfizer harmless for any claim, liability, fine, penalty, damages or injury arising as a result of Supplier's breach of its obligations under this agreement.

3.3 QUALITY SYSTEM

The Supplier must comply with the requirements specified in the quality system that, at the time, has been notified by Pfizer. Likewise, the Supplier must integrate its production and administrative systems with those used by Pfizer and as the parties agree, in order to achieve the quality parameters of the aforementioned system.

4. INDUSTRIAL PROPERTY RIGHT

The Supplier will be personally in charge of protecting and keeping in force the industrial property rights for the manufacture, commercialization and provision of its goods and services. In the event that an action is taken by third parties to prohibit, limit or modify the commercialization or sale of the goods, the Supplier will be solely responsible for the adverse consequences resulting from the exercise of said action. On the other hand, the Supplier must indemnify Pfizer for the damages that may have been caused by the total or partial breach of the PO and/or the contract that, if applicable, may have been entered into, including those amounts that Pfizer would have had, they have to pay their clients for not having been able to fulfill their obligations. Pfizer reserves the

right at any time, to terminate, by written notice, the contracts entered into with the Supplier, reserving all rights and actions to be exercised against the Supplier.

5. DELIVERY TIME

The delivery time will be indicated in the PO, unless otherwise instructed and in writing by the Pfizer Purchasing department. It will be the responsibility of the Supplier to take all the necessary measures and precautions to comply with the delivery time, both in relation to the provision of services and the provision of goods. The Supplier is prohibited from rendering the services and/or the delivery of goods before the agreed date without the prior written authorization of Pfizer, otherwise, the Supplier undertakes to bear all the expenses incurred by Pfizer for said anticipated delivery. In the event that the provision of services and/or the delivery of goods is made outside the agreed period, Pfizer reserves the right to apply the penalty per day of advance or delay as negotiated with the Supplier. Any delay will entitle Pfizer to apply article 13 of these Conditions, having the power to contract with another third party, any increase in the amount of the consideration as a consequence of the breach by the Supplier will be charged to the Supplier. Pfizer may at any time and without liability, postpone for a reasonable time the provision of the services and/or the delivery of ordered goods.

6. PRICES, BILLING AND PAYMENT CONDITIONS

6.1 Unless otherwise agreed, in the PO or in the contract that is concluded for this purpose, the prices will be defined and will not be subject to review and will be paid once the provision of services and/or the delivery of goods are performed in accordance with Incoterm 2000 "DDP" (Delivery Duty Paid "Import Duties Paid") at the address indicated by Pfizer for this purpose and the Supplier absorbing all transport and unloading costs, customs duties, taxes and local fees, as well as also insurance and risks until definitive receipt by Pfizer, in accordance with the provisions of article 9 of these Conditions.

6.2 The invoice will contain the necessary indications, to allow the identification and control and identification of the provision of services and/or the delivery of goods and will be sent through the system that appears in the PO.

6.3. The invoice must be prepared in the current year.

6.4 Unless otherwise agreed, all invoices will be paid by Pfizer, within the subsequent term, previously negotiated with the Supplier, on the date of receipt of the original invoices. It is understood that the original invoice will be presented for review and payment process on a date after the provision of services and/or delivery of goods. The invoices that the Supplier issues to Pfizer must comply with all the accounting and fiscal requirements determined by the different legal and administrative provisions applicable to the matter, specifying the amounts to be paid with the itemized Value Added Tax (VAT).

6.5 Invoices must be submitted to Pfizer for processing and once validated they must be presented in the system. The payment term will be that stipulated in the Supplier registration and will start to run, provided that they comply with the provisions of the previous paragraph, once the invoices are entered into said portal. The Supplier authorizes Pfizer to withhold from the consideration those amounts that it may owe it for any reason.

6.6 The supplier is responsible for uploading its invoice to the EDICOM system immediately after having delivered the good or service, Pfizer will not be responsible for late payments by the same Supplier, nor will it make cash payments or prompt payment when the Supplier delayed in uploading its invoice to the EDICOM system.

6.6 Unless authorized by Pfizer in writing, it is prohibited to assign by any means your credits and/or rights payable by Pfizer.

6.8 Invoicing for FOREIGN SUPPLIERS, send your invoice to the email address cuentasporpagar@pfizer.com.

6.9 Billing for NATIONAL SUPPLIERS.

6.9.1 For the electronic invoice delivery process and payment complement, please follow the instructions in this link: <https://webportal.edicomgroup.com/suppliers/pfizer/registry.htm>

- If you have already sent your invoice electronically by email or to EDICOM, do not send a printed copy
- Each invoice must be related to a single purchase order (invoices must not cover multiple purchase orders).
- Sending duplicates will cause delays in payments. Invoices sent to other addresses will not be processed.
- The word "Invoice" or "Credit note" must be clearly indicated (no account statements or quotes will be processed).
- Include the name of the corresponding legal entity as shown on the Purchase Order.
- Purchase order number (only one purchase order number can be accepted per invoice).
- Description of services and/or goods that coincide with the items of the purchase order.
- Amount owed per purchase order line.
- Name, shipping address and bank account.
- The payment due date is calculated from the receipt of the invoice in the EDICOM system as well as from the receipt of the good and/or service.
- To review the status of your invoices you must enter our TAULIA system, if you are not yet registered you must send a message to the following email taulia@pfizer.com requesting access.

6.10 Attention of accounts payable (if applicable):

6.10.1 Communication with accounts payable will be carried out as follows:

6.10.1.1 The first point of contact should be through the email cuentasporpagar@pfizer.com

6.10.1.2 The second point of contact can be by telephone:

Telephone: (722) 279 7100 Ext 7158

Hours: Monday to Friday from 10 a.m. to 12 p.m.

6.10.1.3 In case of requiring personalized attention, it is necessary to make an appointment with accounts payable area.

6.10.1.4 Care will not be given without prior appointment.

7. PACKAGING AND SHIPPING DOCUMENTS

7.1 PACKAGING

7.1.1 TYPE

In case the packaging of goods applies, all delivery must be made with the type of packaging indicated in these Conditions and/or in the absence of any other indication, in accordance with the norms and standards in force in the United Mexican States. Deterioration of the delivered goods, due to improper packaging, will be borne by the Supplier.

7.1.2 MENTIONS

Each packaging unit must carry abroad, in a legible manner, the mentions provided by the laws, regulations, and other standards in force in the United Mexican States, as well as the indications regarding the particular storage conditions. Each packaging unit will be printed with the company name or denomination, PO number, serial number or batch number and name of the goods according to what is indicated in the PO, as well as the quantity delivered and the gross, tare and net weight.

7.2 SHIPPING DOCUMENTS

The Supplier must attach to the shipment of goods an original copy of the invoices, with the indications of the packing lists, and the type of packaging, as well as the indications that appear in the PO that allow the identification and quantitative control of the goods. .

7.2.1 For the delivery of direct materials (raw material or packaging material) the Supplier must deliver Invoice, Purchase Order, Certificate of Analysis and Material Safety Sheet.

7.2.2 For the delivery of indirect materials, the Supplier must deliver Invoice, Purchase Order, Calibration Certificate (if applicable), etc.

7.3 DOCUMENTATION FOR IMPORT MATERIALS. The Supplier is responsible for sending the following documentation to its Purchasing contact:

- EUR / NAFTA "Original"
- Packing List
- Certificate of analysis "Original"
- NOM'S
- Certificate of free sale "Original" (Veterinary products Obligatory) License of the establishment of the manufacturer "Copy" (Veterinary products Obligatory)
- Safety Sheet or MSDS

Note: In case of any delay in customs clearance due to the lack of a document or an error, the expenses generated will be charged to the Supplier.

8. RECEPTION AND GUARANTEE

8.1 Unless otherwise agreed, the goods requested by Pfizer will always be received at the addresses indicated in the PO.

8.2 During receipt of materials, Pfizer will ensure that the material is correct and ordered at the PO, that it originates from an approved Supplier and that the material has not been visibly damaged in transit. Otherwise Pfizer will not be able to receive the material.

8.2.1 Direct materials (raw material or packaging material) must be transported by the Supplier until their receipt in containers or packaging that do not have any adverse effect on the quality of the same, and that offer adequate protection from external influences, including environmental or transportation pollution.

8.2.2 Direct materials (raw material or packaging material) that are transported at floor level will not be accepted, so the Supplier must comply with point 9.1. to avoid any risk of quality in the materials.

8.3 Variations in delivery quantity greater than +/- 5% of what is stipulated in the PO will not be accepted, unless authorized in writing by Pfizer, assuming that any expenses that Pfizer incurs due to this breach, (such as storage, freight, shortage or any other type) will be charged to the Provider.

8.4 Pfizer reserves the right to carry out any type of control over the goods before their departure from the Supplier's plant, if required, as well as in its own premises after delivery, without prejudice to the agreed

guarantees. at the time with the Provider. Any good that is not in accordance with the quantitative and qualitative specifications, may be returned to the Supplier at his expense, the risks being the responsibility of the Supplier.

8.5 Pfizer particularly reserves the right to reject the goods by letter, fax or email, in the following cases:

- Non-conformity of the goods with respect to the PO
- Failure to comply with the dates and times of delivery of the goods.
- Incomplete or surplus delivery of the goods.
- Non-conformity in relation to the quality and specifications of the goods.

The Supplier shall collect, within a period of no more than five (5) business days counted from the date of notification of rejection of delivery, the goods rejected by Pfizer, any expense that this originates will be borne by the Supplier. Likewise, after the specified period has expired. Pfizer will have no responsibility for the storage, possession or destination of the good. Pfizer reserves the right to bill Supplier for storage, freight and other expenses related to such rejected goods that are not collected within the aforementioned period. Pfizer will have the power to reject the PO, in accordance with article 13 of these Conditions and may then proceed to purchase the goods from another Supplier. Any major or additional charge generated by this new PO will be charged to the Provider whose PO was rejected.

8.6 In case of rejection of your material, the Supplier is responsible for delivering the corresponding credit note no later than 5 business days and schedule the collection of the rejected material with our warehouse, the delivery of the replacement should not exceed 5 business days for suppliers located in Mexico.

NOTE: To avoid rejections, we recommend continuously updating the material specifications that have previously been granted by your contact in Purchasing.

8.7 RULES FOR THE ENTRY OF SUPPLIERS TO THE PLANT TOLUCA STORAGE AND DISTRIBUTION CENTER (SDC). Applies only to local suppliers of direct materials (raw material, packaging material or maquilas)

At Pfizer we strive to provide attention and service in an agile and efficient manner to our suppliers, which is why we carefully require compliance with the following points:

- Obligatory receipt documentation to enter the facilities (PREVIOUS APPOINTMENT, ORIGINAL INVOICE AND COPY, PURCHASE ORDER, ANALYTICAL CERTIFICATE, SHIPPING LIST when applicable) THE LACK OF SOME OF THE DOCUMENTS IS CAUSE OF IMMEDIATE REJECTION BY THE SUPPLIER.

- There is a 20-minute tolerance after the assigned appointment time. (If there is a risk of being late, communicate by phone or email with the reception warehouse staff, to reschedule hours or change the date of the delivery appointment). FAILURE TO COMPLY WITH THIS CONDITION IS CAUSE OF IMMEDIATE REFUSAL BY THE SUPPLIER.

- In case of a MEDICAL EMERGENCY or GENERAL ALARM, ask for help at the document reception window, and obey the instructions of the PFIZER staff.

- During deliveries, we would greatly appreciate checking in advance that your transport unit does not present external damages, liquid runoff (motor oil, antifreeze, water, etc.), insect pests, tire punctures, etc.

- NO TRANSPORTATION REPAIRS ARE ALLOWED INSIDE THE FACILITIES.

- Respect the safety signs within the Pfizer facilities.

- Maintain an attitude of respect and discipline in the facilities (avoid making jokes or negative attitudes).

- Show the driver's identification (INE, DRIVER'S LICENSE).

- It is strictly PROHIBITED TO SMOKE, consume food and beverages during your stay at the facilities.

- Show up with safety shoes (NO STREET SHOES, NO TENNIS)

- Use the identification vest provided by the officer, appropriately and return it upon departure.

- No person must remain inside the vehicle cabin while unloading.

- If you use the toilet for transporters, please do so with politeness and cleanliness,

- Comply with the security requirements for entering the facilities. OTHERWISE, IT WILL BE CAUSE OF IMMEDIATE REJECTION BY THE SUPPLIER.

- The delivery of materials must be through closed transports (DRY BOX), clean inside, free of dust or any other foreign residue, without holes in the ceiling, floor or walls, without strange odors. IF THESE CONDITIONS ARE PRESENTED, IT IS CAUSE OF IMMEDIATE REJECTION BY THE SUPPLIER.

- The materials to be delivered must be separated from the floor, ceiling or walls. FAILURE TO COMPLY WITH THIS CONDITION IS CAUSE OF IMMEDIATE REFUSAL BY THE SUPPLIER.

- A Certificate of Health and/or Fumigation must be presented, which guarantees that the transports are free of Plagues and/or dangerous Residues. IF THIS DOCUMENT IS NOT PRESENTED, IT IS CAUSE OF IMMEDIATE REJECTION BY THE PROVIDER.

- The floor of the transport box must have a minimum height of 1.20mt (SDC ramp height) to unload.

- If the delivery is through a truck and does not cover the height of 1.20 mt, it is necessary for the driver to have an assistant to unload to the SDC ramp.

- Wait outside the SDC facilities while you are assigned the unloading ramp and your respective shift.

- Once the vehicle is trapped, place the rubber buffers on the rear tires on both sides of the transport.

- During your entry to the SDC to load or unload, give the transport keys to the officer located at the access to the building, even if you do not enter it.
- Carry out the unloading, delivery and palletizing of materials according to the instructions of the warehouse assistant.
- All containers must be delivered in their entirety, clean, in good physical condition, free of dust or dirt, identified with original labels (NO MANUAL IDENTIFICATIONS)
- During the delivery of raw materials of different chemical constitution, they must be presented apart from each other by means of a physical separation.
- Avoid delivering raw materials to Pfizer in combination with other companies. ALL RAW MATERIALS MUST HAVE THE SAFETY AND REACTIVITY LOGO REQUIRED BY THE OFFICIAL MEXICAN STANDARD NOM-018-STPS-2000
- Make sure you receive the copy of the invoice stamped with the reception number and signed by the Administrative Assistant who supports the delivery of the material
- Make sure you receive your signed exit pass, your entry pass and give it to the booth officer.
- Any breach by Pfizer personnel, immediately comment to the Security Guard for its channeling with the Reception Supervisor or Shipment Leader.

8.7 MAIN FAULTS AND OCCURRENCES THAT MUST BE OMITTED WHEN DELIVERY TO PLANT TOLUCA WAREHOUSE. Applies only to local suppliers of direct materials (raw material, packaging material or maquilas)

- Lack of Documentation or Discrepancy between them (CoA vs Invoice vs Label, etc.)
- Delays outside the tolerance limit (20 min).
- Optimal Transportation Conditions (Cleaning and Leaks).
- Personnel with PPE
- Materials at floor, ceiling or wall level are not allowed.
- Present Certificate of Health and/or Fumigation of the Unit.

These circumstances affect the parties that reschedule deliveries, at the same time the availability of the product and investing the time and effort between your logistics area and our warehouse.

By virtue of the foregoing, they are informed that if the recidivism persists, they will be summoned to present a convincing action plan and subsequently evaluate their performance, in case of not showing progress, Pfizer may claim from an economic sanction against invoice value to the termination of the business relationship.

9. RISKS

Whatever the modes of transport, the risks and dangers on the goods are borne by the Supplier, until the goods have been delivered to the satisfaction of Pfizer at the place indicated by the latter.

9.1 The materials sent to us must be free from any contamination and/or plague and it is necessary for the Supplier to present the fumigation certificate of their transport. Therefore, it is necessary for the Supplier to comply with the following points:

- a) The use of heat-treated wooden pallets, or clean plastic pallets.
- b) Units that are cleaned and fumigated according to a program of which a record is kept.

NOTE: In the case of not receiving any response within 24 hours after receiving the PO, it will be understood that the Supplier accepts the conditions described in the purchase order.

10. SUBCONTRACTING

10.1 Unless otherwise agreed, the Supplier is prohibited from subcontracting to third parties for the fulfillment of the obligations contracted with Pfizer in this PO or in the contract that may be signed.

10.2 If Pfizer partially or fully authorizes subcontracting with third parties, the Supplier will remain responsible to Pfizer for the performance of the works and obligations by the subcontractor and will ensure that the subcontractor complies with these Conditions.

11. CONFIDENTIALITY

The Supplier is obliged to keep any commercial, industrial and/or professional secret. All reports given by Pfizer will be confidential; In particular, the Supplier must take the necessary measures so that the specifications, formulas, drawings, plans or any other similar document are not communicated or released to third parties, either by the Supplier itself, by its employees or by those who intervene permanently or occasionally in the production or manufacturing process, or its Suppliers or subcontractors. This obligation of confidentiality will be maintained throughout the execution time of the PO, as well as for a period of five (5) subsequent years. Upon completion of the execution of a PO, the Supplier will immediately return to Pfizer any confidential or non-confidential document relating to it.

12. TRANSFER OF OWNERSHIP

12.1 Pfizer will be the owner of the goods from their individualization, at the Supplier's premises, for which reason the latter will prevail, whatever the circumstances, Pfizer's property rights.

12.2 Pfizer will reject any title reservation clause that directly or indirectly aims to subordinate, in any way, the transfer of ownership of the Supplies, to the total or partial payment of their price.

12.3 In the case of partial financing or advances, those raw materials that the Supplier has acquired, as well as the semi-finished products, will become the property of Pfizer by right and without any formality from the moment the fraction corresponding to the price. The Supplier will have the capacity of depositary in relation to the molds, machines, tools or any other good delivered or not by Pfizer to the Supplier and the latter, in turn, undertakes to use all means for the individualization of said raw materials and semi-products, labeling Pfizer property.

12.4 In the case of molds, tools, machines or any other similar good manufactured by the Supplier at the request of Pfizer, said tools, as well as the corresponding intellectual or industrial property rights, will become the property of Pfizer as they are made and may not be withheld by the Provider or seized by a creditor of the Provider. The Supplier, in its capacity as depositary, undertakes to use all means for the individualization of said molds, machines, tools or whatever the good in question may be by means of the permanent marking of "PROPERTY OF PFIZER INEMBARGABLE".

12.5 In the event that Pfizer deposits molds, tools or goods at the Supplier's facilities within the framework of a subcontract, such goods are and will remain the property of Pfizer and may be withdrawn at any time.

12.5.1 The models, tools or machines referred to in the preceding paragraphs will be used exclusively for the execution of purchase orders and work requested by Pfizer.

12.5.2 Unless otherwise agreed, the Supplier is responsible for the risks of the molds, tools or machines, as well as all risks related to their use. The Supplier will insure the goods in question against any possible damage (including, without limitation, theft), for an amount not less than their replacement value, as well as for the damages that they may cause to third parties.

13. CAUSES OF TERMINATION

In case of breach by the Supplier of any of its obligations, the commercial operation will be without effect without the need for a previous judicial declaration and by means of a written notice given with five (5) business days, without prejudice to claiming the payment of damages and corresponding damages.

14. APPLICABLE LAW AND ATTRIBUTION OF JURISDICTION

For the interpretation and fulfillment of these Conditions, purchase orders or any other applicable documentation, only the commercial legislation in force in the United Mexican States will be applicable and the courts of Mexico City will be competent exclusively, with Pfizer and the Supplier renouncing any another jurisdiction that may correspond to them by virtue of their present or future addresses.