

Standard Terms and Conditions of Purchase Order - Suppliers

These terms and conditions apply to Sellers engaging with Pfizer New Zealand Pty Ltd and/or its Associated Companies¹ ("Buyer" or "Pfizer") who are not a party to a current contract with Buyer.

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

1. Acceptance and conflict of terms

The terms of this Purchase Order ("Order") constitute an offer to purchase. 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 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. 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 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

If no price is stated on the Order, the goods 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 this Order will be paid ninety (90) days after the date upon which Buyer receives a correctly rendered tax invoice.

3. Warranties

Seller represents and warrants that:

- a. The Seller, and its employees, agents and subcontractors, are licensed, registered, or qualified under local law, regulations and policies to do business and have obtained all necessary licenses, consents and authorisations necessary or required 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, shall comply with all applicable laws 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 Federal, State and Local laws and regulations.
 - d. 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.
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4. Insurance and risk

When performing any services at any of Buyer's locations, Seller must 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. Taxes

Prices stated on the face of the Order include all taxes (including GST) and other governmental charges not specifically imposed by law on Buyer, and Seller agrees to indemnify Buyer against and reimburse it for any expenditures it may be required to make on account of Seller's failure to pay such taxes and other governmental charges.

7. Contingencies

Failure of Seller to make, or of Buyer to take, one or more deliveries of goods or performance of services hereunder, if occasioned by acts of God, 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, by mutual agreement between the parties (not to be unreasonably withheld), the total quantity of goods or services covered by the Order may be reduced by the extent of delivery or performance omitted as a result of such contingencies.

8. 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.

9. Termination

If the Seller defaults in any of its obligations hereunder, becomes insolvent, or has a receiver appointed, or if Buyer believes in good faith that any of such events may occur, 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, 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 this 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 this Order.

10. Governing law

The Order shall be governed by the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of courts of New Zealand.

11. Attendance on premises

In all cases where Seller delivers goods or performs services hereunder at any of Buyer's locations, Seller will comply with all applicable provisions of Central and Local safety, health and security laws and regulations and Buyer's safety standards for such location.

12. Confidentiality/ Property rights

Any information or materials provided to Seller by or on behalf of Buyer in connection with this Order shall remain the property of Buyer and Seller shall use such materials solely in connection with this 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.

13. 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 wilful 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 wilful misconduct of Buyer. Buyer shall not under any circumstances be liable for lost profits or any indirect or consequential loss of Seller.

14. Assignability

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.

15. Data Protection and Privacy

- a. In the event that the performance of the Order requires the Seller to collect or use on Pfizer's behalf any "Personal Information" (being any information or an opinion, about an identified individual, or an individual who is reasonably identifiable, and whether recorded in material form or not), the Seller will only do so in accordance with New Zealand privacy legislation, regulations and guidelines and Pfizer's instructions (subject to such instructions being consistent with the Privacy Act) and will take reasonable measures to prevent unauthorised or unlawful access to, disclosure of, or loss of such Personal Information.
- b. The Seller must:

- i. establish, maintain and enforce appropriate policies, procedures and standards, and associated access controls and all appropriate technical and organisational measures to (i) ensure and maintain the security of Personal Information and (ii) prevent unauthorised or unlawful access to, or processing of, and accidental loss or destruction of, or damage to, Personal Information;
 - ii. only collect, store, use, disclose or otherwise deal with Personal Information to the extent necessary to perform its obligations under this Agreement;
 - iii. not disclose or transfer Personal Information to, store any Personal Information with, or allow any use or processing of Personal Information by, any person outside of New Zealand without the express, prior written authority of Pfizer;
 - iv. act only on the instructions of Pfizer in relation to the processing of Personal Information and comply with Pfizer's requests or directions concerning the storage, security, handling, use and disclosure of Personal Information; and
 - v. immediately notify Pfizer if it becomes aware of a breach of this clause 15.
 - c. In the event that the Seller is aware of or suspects that, in providing the goods/services under this agreement, a data or system breach related to Personal Information collected or used on Pfizer's behalf has occurred, the Seller must:
 - i. immediately notify, and keep Pfizer updated of all known details relating to the breach or incident, including what data has been accessed or compromised, the nature of the breach or incident, whether the breach or incident has ceased or is ongoing, the location and cause of the breach or incident and whether any data has been lost or corrupted;
 - ii. not make any announcement or notify any party about a breach unless it has given Pfizer a reasonable opportunity to make the notification or announcement before the Seller's notification or announcement;
 - iii. retain all data critical to identifying the nature, extent and cause of the breach or incident and preserve all logs that detail access to and interactions with relevant Personal Information; and
 - iv. if requested, allow Pfizer to participate in the Seller's assessment of the event and remediation activities.
 - d. Once any Personal Information collected or used by Seller in the performance of the Services is no longer needed, this Agreement is terminated, or as otherwise directed by Pfizer, the Seller will destroy the Personal Information or ensure that it is de-identified in accordance with any requirements under the Privacy Act and provide written confirmation to Pfizer of such action.

16. Anti-Corruption and Audit Provisions

- a. Seller represents and warrants that:
 - i. Seller 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;
 - ii. 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 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;

- iii. Seller has been provided with a copy of Pfizer's International Anti-Bribery and Anti-Corruption Principles (available at www.pfizer.com.au) and has communicated such Principles to all persons acting on its behalf in connection with work for Pfizer, including agents or subcontractors, and will at all times comply with Pfizer's International Anti-Bribery and Anti-Corruption Principles;
 - iv. Any information provided by Seller to Pfizer in connection with Pfizer's anti-corruption due diligence is complete, truthful and accurate and Seller agrees to inform Pfizer 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 agreement;
 - v. 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 Pfizer for any extraordinary expenditure; and
 - vi. Seller 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 Seller involving transactions related to or goods/services provided under the agreement. Where the agreement involves clinical studies, the contract shall include acceptable safeguards to ensure confidentiality.
 - vii. If requested by Buyer, Seller will complete and submit to Pfizer, the Third Party Annual Compliance Certification at an annual interval, upon request by Pfizer.
 - viii. Seller agrees that upon request of Pfizer, any persons acting on behalf of Seller 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.
 - ix. Seller 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 Seller, as determined by Pfizer, to complete training on anti-corruption and/or MAPP provided by Pfizer.
- b. Pfizer may terminate the contract if Seller breaches any of the above Representations and Warranties.

17. Global Trade Controls

- a. The parties will perform all activities under this Purchase Order in compliance with all applicable economic sanctions, import, and export control laws, regulations and orders. Supplier will not knowingly transfer to Pfizer any Products, goods, software, technology or services that are subject to export controls. The parties agree that no activities under this Purchase Order will involve the Crimean Peninsula, Cuba, the Donbass Region, Iran, North Korea, or Syria, or any other country, territory or region similarly sanctioned or subjected to an economic embargo by the government of the United States or any other applicable jurisdiction. Each party represents, warrants, and covenants that it is not designated on any list of restricted, sanctioned, or debarred parties maintained by an applicable governmental authority, including those established under the FDC Act or the U.S. Foreign Assets Control Regulations, and that it will not involve any such listed individual or entity in the performance of this Purchase Order.

18. Force Majeure

- a. If a party (**Affected Party**) is prevented from performing an obligation by a Force Majeure Event, it must promptly notify the other party in writing of full particulars of: the Force Majeure Event; the effect of the Force Majeure Event on the performance of the Affected Party's obligations; the anticipated period in which the Affected Party will be prevented from the performance of its obligations as a result of the Force Majeure Event; and the action (the Affected Party has taken and/or proposes to take to avoid or minimise the consequences of the Force Majeure Event.
- b. Following any Force Majeure Event notified to the other party in accordance with this clause:
 - i. the Affected Party must promptly take and continue to take reasonable steps (including reasonable expenditure of money and implementing temporary measures) and act with diligence to cure, avoid, mitigate or minimise the Force Majeure Event on the performance of its obligations under this Agreement;
 - ii. the obligations affected by the Force Majeure Event, and the obligations of the other party that are dependent on the performance of the Affected Party's obligations affected by the Force Majeure Event, are suspended during, but for no longer than the period that the Force Majeure Event continues;
 - iii. the Affected Party must continue to perform all obligations under this Agreement except those suspended under this clause;
 - iv. the Affected Party must promptly take and continue to take reasonable steps to cure, mitigate or minimise the impact of the Force Majeure Event on the performance of its obligations under this Agreement; and
 - v. the Affected Party must keep the other party reasonably updated with all relevant information, including such information as may be reasonably requested by the other party, in connection with the Force Majeure Event.
- c. In this clause, **Force Majeure Event** means any of the following events:
 - i. fire, lightning, explosion, flood, earthquake, storm, cyclone, natural disaster or act of God;
 - ii. riot, blockade, embargo, malicious damage, sabotage, terrorism, war (declared or undeclared), revolution, invasion or other like hostilities;
 - iii. strike, lockout, ban, limitation of work or other industrial disturbance not involving labour employed or otherwise engaged by the Affected Party, its subcontractors or suppliers. Nothing in this clause obliges the Affected Party to settle any strike, lockout, ban, limitation of work or other industrial disturbance;
 - iv. pandemic, epidemic, disease outbreak or public health emergency, or
 - v. law, rule or regulation of any government or governmental agency, and executive or administrative order or act of general or particular application; and

which:

- vi. the Affected Party could not reasonably have been expected to have foreseen, prevented, avoided or overcome by exercising a standard of care and diligence consistent with that of a reasonable person in the circumstances; and
- vii. is beyond the control of the Affected Party; and
- viii. is not caused or contributed to by an act or omission of the Affected Party.

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