

**PFIZER NEW ZEALAND LIMITED STANDARD TERMS AND CONDITIONS  
THESE TERMS AND CONDITIONS APPLY TO SELLERS ENGAGING WITH PFIZER NEW  
ZEALAND LIMITED, PFIZER PFE NEW ZEALAND AND/OR ITS ASSOCIATED COMPANIES<sup>1</sup>  
("BUYER") WHO ARE NOT A PARTY TO A CURRENT CONTRACT WITH BUYER**

**1. ACCEPTANCE & CONFLICT OF TERMS**

The terms of this Purchase Order ("Order") is 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, and Buyer hereby objects to and rejects any such additional or different terms proposed by Seller. 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, 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**

If no price is stated on 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 this Order will be paid sixty (60) days after the receipt by Pfizer of a correctly rendered tax invoice. "Tax Invoice" has the meaning given by the Goods and Services Tax Act 1985.

**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 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 comply with all applicable provisions of the Medicines Act 1981 and the requirements of all applicable laws and regulations. All goods supplied hereunder, which are required to comply with the Medicines Act will be lawfully registered with Medsafe at the time of sale and delivery to the Buyer.
- 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.
- e. All work and/or services supplied hereunder will be performed properly, in a workmanlike manner and in accordance with the Buyer's specifications and shall comply with all applicable laws, including, the requirements of the U.S Foreign Corrupt Practices Act of 1977 ('FCPA').
- f. All information provided by it during the Buyer's pre-contractual due diligence, including all information provided in the Third Party Entity FCPA Due Diligence Questionnaire (if completed), is complete, truthful and accurate.
- g. The Third Party has not and will not directly or indirectly offer or pay, or authorize such offer or payment, of any money or anything of value to improperly or corruptly seek to influence any Government Official (including any HCP) or any other person in order to gain an improper business advantage, and, has not accepted, and will not accept in the future, such a payment;
- h. The Seller undertakes to update these Representations or Warranties if (during the performance of the agreement) the Seller, or any of the employees or individuals who will be primarily responsible for performing under the agreement, or a familial relative of such an employee or individual, becomes a Government Official or if a Government or Government Official becomes an owner of the Seller.
- i. All work performed for the Buyer will be completed by tradesmen (where the work

---

<sup>1</sup> "Associated Companies" means all companies which (directly or indirectly) control, are controlled by or are under common control with Pfizer Inc.

performed includes electrical wiring, plumbing, draining and gas fitting work, air conditioning and refrigeration work, or building works) who hold all applicable licences, registrations and trade certificates, an original of which will be shown to the Buyer on request.

j. Seller undertakes that it will at all times comply with the Pfizer Anti-Bribery and Anti-Corruption Principles, available on [www.pfizer.co.nz](http://www.pfizer.co.nz).

#### **INSURANCE & 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 Injury Compensation for employees, 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.

#### **4. 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.

#### **5. 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.

#### **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 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, 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 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 Seller shall keep possession of any goods or of any items belonging to Buyer and 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. 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. Buyer may terminate this Order immediately if 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**

The Order shall be governed by the laws of New Zealand and the parties submit to the non-exclusive jurisdiction of the courts of New Zealand. For the purposes of the Contracts (Privity) Act 1982, the

parties acknowledge that the Seller's obligations in this Order constitute promises which confer or are intended to confer a benefit on Buyer and are enforceable at the suit of Buyer. Except as expressly provided herein, the parties do not intend to create rights in, or grant remedies to, any third party as a beneficiary to this Order and all the provisions of this Order shall be for the sole and exclusive benefit of the parties.

#### **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 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 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.

#### **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 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.

#### **13. ASSIGNABILITY**

The terms of this Order in its entirety and each and every provision hereof shall inure to the benefit of the 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.

### **Standard Anti-Corruption Contract Provisions for Third Parties**

1. [Third Party] represents and warrants that:

a. [Third Party] 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. [Third Party] 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. [Third Party] 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 [Third Party] to Pfizer in connection with Pfizer's anti-corruption due diligence is complete, truthful and accurate and [Third Party] agrees to inform Pfizer if any responses in the due diligence questionnaire with respect to the [Third Party] or any individuals identified in the due diligence questionnaire or their Family Relatives, as defined therein, change during the performance of this agreement;

e. [Third Party] 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. [Third Party] 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 [Third Party] involving transactions related to the agreement. Where the agreement involves clinical studies, the contract shall include acceptable safeguards to ensure confidentiality.

g. [IF THIRD PARTY IS AN ENHANCED REVIEW TRANSACTION OR A BASIC REVIEW TRANSACTION CONNECTED TO A PIGO: [Third Party] will complete and submit to Pfizer, the *Third Party Annual Compliance Certification* (Appendix 9) at an annual interval, upon request by Pfizer.

h. [IF THIRD PARTY IS REQUIRED TO UNDERGO TRAINING BY PFIZER PURSUANT TO MAPP: [Third Party] agrees that upon request of Pfizer, any persons acting on behalf of [Third Party] 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.]

i. [IF THIRD PARTY IS REQUIRED TO FOLLOW MAPP: Third Party 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 [Third Party], as determined by Pfizer, to complete training on anti-corruption and/or MAPP provided by Pfizer.]

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

Terms & Conditions revised on 12/05/14