

The product(s) (hereinafter collectively referred to as 'Goods'), which are the subject of this Purchase Order (hereinafter referred to as 'PO'), shall be provided to Pfizer Pakistan Limited (hereinafter referred to as 'Purchaser') by the person or company supplying the Goods ('Supplier') subject to the following terms and conditions. Other terms and conditions are not binding upon Purchaser, unless otherwise agreed to in writing.

## **STANDARD TERMS AND CONDITIONS**

### **1. Purchase price and terms of payment**

Unless otherwise agreed in writing, the delivery of Goods shall be made by the Supplier on \_\_\_ Incoterms 2010 at the port specified by the Purchaser in the PO. Payment shall be made to the Supplier on maturity date through banking channel according to the terms of payment mentioned on the PO. Unless otherwise agreed, the price agreed at the start of the PO shall be considered binding until the fulfillment of the PO.

The Supplier shall prepare all shipping documents in accordance with the Letter of Credit / Bank Contract (where applicable) and shall send these to the mailing address of the Purchaser within 7 working days of the shipment of the Goods. The Supplier shall send the following documents: (i) Original Commercial invoice (ii) Bill of Lading / Airway Bill (iii) Packing List (iv) Certificate of Analysis (v) Certificate of Origin on FTA (Free Trade Agreement) format, where applicable. The Supplier's correct and complete address, telephone and fax number should be printed on the invoice. The Country of Origin, HS Code, payment and Inco terms shall be mentioned on the invoice.

Subject to applicable law, unless the Purchaser has agreed in writing with the Supplier a longer payment term or payment conditions more favourable to the Purchaser, payment of the Goods shall be effected on the first business day of the next month following sixty (60) days upon receipt of notice.

### **2. Method of shipment and packing**

The estimated time supply/estimated time of arrival of the Goods at the delivery port shall be confirmed by the Supplier on receipt of the PO/ Letter of Credit and the Goods shall be shipped with the consent of the Purchaser as per the agreed schedule.

The Goods shall be packaged in a manner (according to WTO specifications, where applicable) which assures that they are protected against deterioration, contamination and damage in transit or storage. The Goods shall be labeled according to the description given on the Supplier's quotation/literature in order to preserve identity as accepted by the Purchaser.

### **3. Title and Risk**

Title and risks shall remain with the Supplier until the Goods are delivered at the delivery address specified on the PO. The Supplier shall be responsible for any accident, damage or loss sustained in respect of the Goods up to the time of the Purchaser taking delivery. This is without prejudice to any guarantee by the Supplier as to the quality, suitability or performance of the Goods.

### **4. Return of Samples**

All patterns / drawings / samples provided by the Purchaser shall be returned by the Supplier in good order and condition with the Goods on the completion of the PO. Completion for the purposes of this PO shall mean that the Goods have been delivered and the delivery and the Goods have been accepted by the Purchaser.

### **5. Quality**

The Goods supplied shall be of the same nature and quality as the samples approved by the Purchaser and in conformance with the quality and other specifications given in Supplier's quotations/ literature and description referred to in the PO as accepted by the Purchaser. In the absence of specifications or sample, the Goods must be of merchantable quality, must be fit for any of the purposes expressed or implied by the Purchaser and otherwise conform to the general requirements and standards of the Purchaser and shall be subject to the Purchaser's approval and unless otherwise specified in the PO, must be new .Where required the Supplier shall provide instructions for installation, maintenance and repair of Goods.

### **6. Inspection**

The Goods shall be subject to inspection and test by the Purchaser by any means he may think appropriate; at any stage of the process or any part thereof, in order to ensure that the Goods concerned meet its standards and specifications, but such inspection / testing shall not relieve the Supplier from, any responsibility assumed, liability incurred or guarantee undertaken by them, and shall not be deemed nor be interpreted to imply acceptance of the Goods by the Purchaser. The Purchaser shall reserve the right to require, on the basis of such examination, any amendment or alteration in connection with the specifications/modification of the concerned

Goods and the Supplier shall execute compliance thereof. The Purchaser may reject the Goods or any part thereof, at any time, on grounds of non-compliance with such specifications, and may require the Supplier to re-deliver the Goods or any part thereof.

## **7. Rejection / non conformance**

The Purchaser reserves the right to reject any delivery of Goods or part thereof where the Goods or part thereof are defective, not of stipulated quality, specifications, weight, measurement or not consistent with the sample submitted to and approved by the Purchaser or in the absence of an approved sample, Goods that do not comply with the standards applied by the Purchaser or not of merchantable quality or not fit for the purpose..

If the Supplier refuses or is unable to correct or replace such items within a period of time deemed reasonable by the Purchaser, the Purchaser may terminate the PO in whole or in part and dispose of the Goods at the Supplier's expense, in which case the Purchaser shall be entitled to compensate all losses it has sustained and expenses it has incurred out of the moneys or payments, present or future, payable to the Supplier. The Supplier shall bear all risk as to the rejected Goods.

If the Goods delivered are defective, the Purchaser may reject them and require the Supplier to correct or replace them without charge, or require a reduction in price, which is equitable under the circumstances. The rejection shall be communicated to the Supplier by the Purchaser, after which the rejected material shall be lifted back by the Supplier at the Supplier's cost on the provision of acknowledgment of receipt on the Supplier's letterhead.

In the event of rejection of Goods, the Purchaser shall keep the Goods at Supplier's expense, until such time that they are disposed off or returned as per the Supplier's instructions. The cost of storage, handling, return and or disposal of Goods that have been rejected shall at all times be borne by and be to the sole account of the Supplier.

## **8. Delay in delivery**

If the Goods are not delivered to the Purchaser on or before the agreed date of delivery by the Supplier, the Supplier shall pay to the Purchaser, a sum equal to 2% of the total PO value for every month or part of a month during which the delivery of the Goods may be delayed, or alternatively at the option and sole discretion of the Purchaser, the Purchaser may purchase the Goods elsewhere and or terminate the PO with immediate effect. Where the Purchaser chooses to purchase the Goods

elsewhere the Supplier shall be liable to make good any loss and or extra cost that the Purchaser may have had to incur due to the same having to purchase the Goods from elsewhere.

## **9. Safety and regulatory requirement**

The Goods shall meet health, safety and environmental standards in accordance with the guidelines given by the Purchaser. The Supplier shall operate according to and comply with applicable local laws and shall observe the fundamental human rights that are in line with the legitimate role of business and shall give proper regard to health, safety, environment and security in order to contribute to sustainable development.

## **10. Indemnification**

The Supplier shall indemnify the Purchaser against the claim of royalties, damages or other losses due to the use of patented apparatus, devices or processes, which may be part of the Goods. The Supplier shall defend, indemnify and hold the Purchaser harmless from all claims, actions, demands, loss and cases of action arising from injury, including death, to any person, or damage to any property, when such injury or damage results in whole or in part from the acts or omissions of the Supplier, his employees and agents.

The Supplier shall indemnify and hold Purchaser and any of Purchaser's customers buying or using the Goods, harmless against and from all claims, liabilities, costs, damages and assessments, including legal expenses, caused by or arising out of the failure of Supplier to perform its obligations imposed by the PO or by any applicable law, regulation, or order, or arising out of any use, possession, consumption, or sale of the Goods, including in each case, but not limited to, claims of unfair competition, bodily injury, property, or other damage, regardless of whether such claims, liabilities, costs, damages or assessments arise out of, relate to or are imposed by reason of negligence, strict liability, tort, contract, statute, ordinance, regulation, code, principle of equity or common law, or any other theory or remedy.

## **11. Insurance**

Supplier shall obtain and maintain adequate insurance to cover its liability under the PO and shall provide copies of the applicable certificate(s) of insurance upon request of Purchaser.

## **12. Assignment**

The Supplier shall not assign the PO to any other person, firm or company, without prior written consent of the Purchaser.

### **13. Changes**

All changes/modification to the terms and conditions of the PO shall be made in writing by mutual consent of the parties.

### **11. Cancellation**

The Purchaser hereby reserves the right to reschedule any delivery or cancel any PO issued at any time prior to shipment of the Goods. The Purchaser shall not be subject to any charges or other fees as a result of such cancellation nor shall the Purchaser be liable in any manner whatsoever for any loss, including any loss of profit arising out of or as a result of such cancellation.

### **12. Force Majeure**

The Purchaser shall not be liable for any failure to perform including failure to (i) accept performance of services or, (ii) take delivery of the Goods as provided, caused by circumstances beyond its control which make such performance commercially impractical including, but not limited to, acts of God, fire, flood, acts of war, government action, civil unrest, accident, labor difficulties or shortage, inability to obtain materials, equipment or transportation. In the event either party may terminate the PO.

### **13. Hazardous Material**

If Goods include hazardous materials, the Supplier represents and warrants that Supplier understands the nature of any hazards associated with the manufacture, handling and transportation of such hazardous materials and shall ensure that the Supplier's employees, agents and contractors are properly qualified for and skilled in the performance of their tasks and are of such character as not to prejudice safe working practices.

### **14. Miscellaneous**

All rights granted to the Purchaser under the PO shall be in addition to and not in lieu of Purchaser's rights arising by operation of law. Any provisions of the PO which are typewritten or handwritten by the Purchaser shall supersede any contrary or inconsistent printed provisions. All the terms of the PO shall apply to additional

quantities of the Goods and/or additional services ordered by the Purchaser except to the extent covered by a new written agreement. The price set forth in the PO includes the cost of manufacturing, packaging, labeling, storage, cartage and shipping, unless otherwise specified therein.

#### **15. Intellectual Property**

Supplier warrants and guarantees that the Goods and the Purchaser's use thereof will not infringe or misappropriate any Supplier's intellectual property or its rights therein and the Supplier shall defend, indemnify and hold harmless, the Purchaser and its customer(s) from and against any and all suits, claims, losses, costs, damages, expenses (including but not limited to, all expenses of litigation, court costs, expert witness fees and attorney's fees) or liability arising out of, or in connection with infringement or misappropriation of Supplier intellectual property rights.

Supplier further warrants that any labels or trademarks affixed thereto by or on behalf of the Supplier are free from any claim for copyright or trademark infringement. Any work, writing, idea, discovery, improvement, invention (whether patentable or not), trade secret or intellectual property of any kind first made or conceived by Supplier in the performance of the PO or which is derived from the use of information supplied by Purchaser shall be the exclusive property of the Purchaser and shall be transferred to the Purchaser, whereby the Supplier shall co-operate as necessary to make the transfer effective.

#### **16. Severability**

In case one or more of the provisions contained in the PO should be declared invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

#### **17. Inconsistency**

In the event of inconsistency between the terms and conditions of the PO and the invoice, the invoice shall prevail and in case of inconsistency between the terms and conditions of the PO and the agreement entered into between the parties pertaining to the Goods which are the subject of the PO, the terms and conditions of the agreement shall prevail.

#### **18. Stamp Duty**

The Supplier shall be responsible for and shall pay all stamp duties applicable or relating to the PO or documents issued hereunder. The Supplier shall indemnify and hold harmless the Purchaser for and/or pay any amount of stamp duty that may become payable or adjudged to be payable on the PO for whatsoever reason, and shall further pay and/or indemnify the Purchaser from any penalties or levies that may be imposed by any competent authority for not duly stamping the PO.

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

1. 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 Supplier 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 the 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, Supplier'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. [IF SUPPLIER IS AN ENHANCED REVIEW TRANSACTION OR A BASIC REVIEW TRANSACTION CONNECTED TO A PIGO: Supplier will complete and submit to Pfizer, the *Third Party Annual Compliance Certification* (Appendix 9) at an annual interval, upon request by Pfizer.
- h. [IF SUPPLIER IS REQUIRED TO UNDERGO TRAINING BY PFIZER PURSUANT TO MAPP: 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.]
- i. [IF SUPPLIER 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 Supplier, as determined by Pfizer, to complete training on anti-corruption and/or MAPP provided by Pfizer.]

2. 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, [Insert Third Party Name] will indemnify and hold Pfizer harmless from any claim, liability, fine, penalty, loss or damage that arises as a result of [Insert Third Party Name]'s failure to comply with its obligations under this Agreement.

**The Supplier also agrees to abide by the International Anti-Bribery and Anti-Corruption Principles which are as follows:**

Pfizer has a longstanding corporate policy that prohibits colleagues or anyone acting on our behalf from providing any payment or benefit to any person or entity in order to improperly influence a government official or to gain an unfair business advantage. Pfizer is committed to performing with integrity and acting ethically and legally in accordance with all applicable laws and regulations, including, but not limited to, anti-bribery and anti-corruption laws. 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, 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. Under Pfizer's policies, "government official" is broadly interpreted and includes: (i) any elected or appointed government official (e.g., a member of a ministry of health); (ii) any employee or person acting for or on behalf of a government official, agency, or enterprise performing a governmental function; (iii) any political party, candidate for public office, officer, employee, or person acting for or on behalf of a political party or candidate for public office; or (iv) an employee or person acting for or on behalf of a public international organization (e.g., the United Nations). "Government" is meant to include 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" under Pfizer's policies.

The U.S. Foreign Corrupt Practices Act of 1977 (the "FCPA") prohibits making, promising, or authorizing the making of a payment or providing anything of value to a non-U.S. government official to improperly or corruptly induce that official to make any governmental act or decision to assist a company in obtaining or retaining business, or to otherwise obtain an improper advantage. The FCPA also prohibits a company or person from using another company or individual to engage in any of the foregoing activities. As a U.S. company, Pfizer must comply with the FCPA and could be held liable 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 make any governmental act or 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 to or offer a government official any item or benefit, regardless of value, as an improper inducement for such government official to approve, reimburse, prescribe, or purchase a Pfizer product, to influence the outcome of a clinical trial, or otherwise improperly to benefit Pfizer's business activities.

- Business Associates, and those acting on their behalf in connection with work for Pfizer, need to understand whether local laws, regulations, or operating procedures (including requirements imposed by government entities such as government-owned hospitals or research institutions) impose any limits, restrictions, or disclosure requirements on compensation, financial support, donations, or gifts that may be provided to government officials. Business Associates, and those acting on their behalf in connection with work for Pfizer, must take into account and comply with any applicable restrictions in conducting their Pfizer-related activities. 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 undertaking their activities.

- 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, unofficial payment to a government official for the purpose of securing or expediting the performance of a routine, non-discretionary governmental action. Examples of facilitation payments include payments to expedite the processing of licenses, permits or visas for which all paperwork is in order. In the event that a Business Associate, or someone acting on their behalf in connection with work for Pfizer, receives or becomes aware of a request or demand for a facilitation payment or bribe in connection with work for Pfizer, the Business Associate shall report such request or demand promptly to his or her primary Pfizer contact before taking any further action.

### ***Commercial Bribery***

Bribery and corruption can also occur in non-government, business to business relationships. Most countries have laws which prohibit offering, promising, giving, requesting, receiving, accepting, or agreeing to accept money or anything of value in exchange for an improper business advantage. Examples of prohibited conduct could include, but are not limited to, the provision of inappropriate gifts or hospitality, kickbacks, or investment opportunities offered 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 the making of a corrupt payment or provide anything of value to any person to induce 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 inducement 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 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 an 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.