1 Application
1.1 These general terms and conditions (in the following referred to as "general terms and conditions") form an integral part of all purchase orders that Romanian legal entities part of Pfizer Inc. Group (in the following referred to as "Pfizer") will address to the supplier. Each order for goods or services placed under the purchase order (in the following referred to as "the order") is placed subject to and on condition that the supplier (in the following referred to as "the supplier") accepts these general terms and conditions. Where a separate, written agreement has been signed by Pfizer and the supplier, however, the order is subject to such separate agreement.

2 Quality and delivery time
2.1 In terms of nature, amount, quality and other properties, including packaging, the goods must comply with the Pfizer order, specification or other agreement. Goods must be delivered at the agreed time of delivery.

2.2 Services must be performed in accordance with the Pfizer order, specification or other agreement and in conformity with Pfizer instructions in general. The supplier is responsible for holding and obtaining necessary and required competencies and permits in order to provide the service. Services must be performed at the agreed time.

3 Terms of delivery
3.1 Unless otherwise stated in the order, delivery is affected carriage-free, at the delivery address stated by Pfizer. If no specific address is stated, the Pfizer address that is geographically closest in terms of the agreement is considered the delivery address.

4 Legal effects of delay
4.1 If the supplier has reason to believe that the supplier is not able to fulfill the order as agreed, the supplier must inform Pfizer accordingly in writing within twenty-four (24) hours from the moment the supplier was aware he will not be able to fulfill the order as agreed with Pfizer. If the supplier does not inform Pfizer accordingly, the supplier must compensate Pfizer in full for any loss suffered, directly or indirectly, by failure to accurately and timely fulfill its obligations assumed by this order and having led to the failure to accomplish the scope of this order. To the extent possible, the notice of delay must state when the supplier plans to fulfill the order.

4.2 If delivery is not made by the supplier by the agreed deadline, Pfizer is entitled to terminate the agreement and to compensation for any loss, including indirect loss, under the general rules of Romanian law.

5 Complaints
5.1 If the order is defective, Pfizer must complain to the supplier no later than three (3) weeks after the date on which the defect is or ought reasonably to have been established; however, an absolute deadline for complaints of twenty-four (24) months applies from the actual time of delivery. In the case of successive deliveries, delivery is deemed to have taken place on the date of the final delivery. An absolute deadline for complaints, however, does not apply in the case of latent defects.

6 Warranties
6.1 The supplier warrants that at the time of delivery ([i] the article is deemed to have taken place on the date of the final delivery.

1.1. Acesti termeni si conditii generale (in continuare, denumiti "termeni si conditii generale") sunt parte integranta a tuturor comenziilor entitatilelor juridice romanesti ale Grupului Pfizer Inc. (in continuare, denumit Pfizer) catre furnizor. Fiecare achizitie de bunuri sau servicii facuta pe baza de comanda scrisa (in continuare denumita "comanda") are la baza prezumtia ca furnizorul (in continuare, denumit "furnizor") accepta termeni si conditiile generale. In cazul in care intre furnizor si Pfizer se semneaza un contract separat de comanda, acestia pot face parte din acel contract.

2 Calitate si termen de livrare

2.2. Serviciile trebuie prestate in acord cu comanda transmisă de catre Pfizer, cu specificatiile acesteia sau cu un contract si in conformitate cu instructiunile Pfizer. Furnizorul este responsabil pentru detinerea si obtinerea tuturor autorizatiilor si permiselor necesare pentru prestarea serviciilor. Serviciile trebuie prestate in termenul acordat de cele doua parti.
produced in conformity with current rules and regulations as well as relevant EU rules and the FDA current good manufacturing practices (CGMPs) in force from time to time, (ii) is not potentially detrimental or harmful and (iii) is without defects, including that the article meets the specifications set out in the Pfizer order, specification or other agreement signed by the parties. Moreover, the supplier warrants that purchase by Pfizer of the article as supplied by the supplier does not constitute infringement of any third party patent, trademark or other intellectual property right.

6.2 The supplier warrants that the service is performed in accordance with current rules and regulations and in conformity with the Pfizer order, specification or other agreement signed by the parties. Moreover, the supplier warrants that purchase by Pfizer of the service or the outcome of the service does not constitute infringement of any third party patent, trademark or other intellectual property right.

7 Legal effects of defects

7.1 If an article is defective, the supplier must immediately and at his own expense remedy the defect at a time and in a manner that will not cause any disruption to the activities of Pfizer. If the supplier does not remedy the defect immediately, Pfizer is entitled to remedy the defect at the expense of the supplier or, alternatively, demand replacement delivery or cancel the order. In the case of replacement delivery, the supplier pays the cost of returning or destroying the original, defective article.

7.2 If a service is defective, the supplier must immediately and at his own expense remedy the defect at a time and in a manner that will not cause any disruption to the activities of Pfizer. If the supplier does not remedy the defect immediately, Pfizer is entitled to remedy the defect at the expense of the supplier or, alternatively, cancel the order.

7.3 Pfizer is entitled to a pro-rata reduction due to defective goods or services. Furthermore, the supplier must compensate Pfizer in full for any such defects, including any indirect loss and damage to third party property as well as personal injury.

8 Improper payments

8.1 Upon fulfilment of the order, the supplier declares having acquainted him with and understood the Pfizer anti-bribery and anti-corruption principles, agreed in the contract.

8.2 Moreover, upon fulfilment of the order, the supplier confirms that payments received in connection with the order do not constitute remuneration or bribes aimed at promoting the products of Pfizer or in any other way improperly furthering the activities of Pfizer, and that the supplier has not offered and will not in the future offer payment or other benefit to a public officer to induce such public officer to further the activities of Pfizer improperly.

8.3 Pfizer is, to the extent necessary; entitled to take reasonable steps to ensure that remuneration paid in accordance with the order is not applied unlawfully, including:

(i) Requesting, on a regular basis, documentation specifying work performed;
(ii) Requesting documentation specifying all expenses for reimbursement as well as advance notice in writing of any extraordinary expenses. Pfizer must approve in writing all extraordinary expenses before they are incurred, and
(iii) The supplier should provide, for the term of the order and for three (3) years after final payment is made under the order, Pfizer’s internal and external auditors with access to relevant supplier documents relating to transactions made under the order.

produs in conformitate cu reglementariile legale precum si cu respectarea reglementarilor UE si ale FDA in materie de bune practici de fabricatie (BFH-GMP) in vigoare, (ii) nu este daunator si periculos si (iii) nu are defekte si ca este in acord cu specificatiile cuprinse in comanda transmisca de catre Pfizer sau in alt contract semnat de catre parti. Mai mult, furnizorul garanteaza ca achizitionarea de catre Pfizer a produsului comercializat de catre furnizor nu constituie incalcarea patenului sau marcii inregistrate apartinand unui tert si nici incalcarea vreunui alt drept de proprietate intelectuala.

7 Efecte juridice in caz de defecte

7.1. Daca produsul este defect, furnizorul trebuie imediat si pe propriile costuri sa remediaze defectul in timpul si de o maniera care nu cauzeaza nicio intepere de activitate pentru Pfizer. Daca furnizorul nu remediaza defectul imediat, Pfizer este indreptat la sa remediaze defectul pe costul furnizorului sau, alternativ, sa solicite furnizorului inlocuirea produsului sau anularea comenzii. In cazul inlocuirii produsului, furnizorul suporta costul de returnare sau distrugere a produsului defect.

7.2. Daca serviciul prestat este defectuos, furnizorul trebuie imediat si pe propriile costuri sa remediaze defectul in timpul si de o maniera care nu cauzeaza nicio intepere de activitate pentru Pfizer. Daca furnizorul nu remediaza defectul imediat, Pfizer este indreptatat si sa remediaze defectul pe costul furnizorului sau, alternativ, sa solicite furnizorului inlocuirea produsului sau anularea comenzii.

7.3. Pfizer este indreptatat la o reducere pro-rata in cazul primirii unor produse defecte sau servicii defecte. De asemenea, furnizorul trebuie sa desagubeasca Pfizer total sau partial, inclusiv in cazul unei pierderi indirecte sau distrugeri a proprietatii unui tert sau in cazul unei vatamari corporale.

8 Platii neadevate

8.1. Prin confirmarea comenzii, furnizorul declara ca a luat la cunoştinţa de si a inteles principiile anti-corupţie si anti-mita ale Pfizer astfel cum sunt prezentate in cuprinsul contractului.

8.2. De asemenea, prin confirmarea comenzii, furnizorul confirmă ca platile primite pentru onorarea comenzii nu constituie mita si nici o remunerație menita sa promoveze produsele Pfizer sau orice alta activitate a Pfizer si furnizorul nu a oferit si nu va oferi plati sau alte beneficii unui functionar public pentru ca functionarul public sa faciliteze in mod neadevrat vreo activitate a Pfizer.

8.3. Pfizer este indreptatat sa ia masuri rezoneabile pentru a se asigura ca plata comenzii onorate de catre furnizor nu a incalcat legile, respectiv:

(i) sa solicite, constant, documentatie care sa demonstrze munca prestata de furnizor;
(ii) sa solicite documente justificative pentru cheltuielile suportate de catre furnizor pentru ducerea la indeplinire a comenzii. Pfizer trebuie sa aprobe in scris toate cheltuielile exceptionale ale furnizorului inainte sa alba loc si
(iii) furnizorului trebuie sa permita accesul, pe perioada realizarii comenzii Pfizer si pe o perioada de trei (3) ani dupa plata finala facuta in baza comenzii Pfizer, auditorilor interni si externi ai Pfizer la documentele relevante referitoare la tranzactiile realizate in baza
8.4 If the supplier does not comply with the Pfizer anti-bribery and anti-corruption principles, Pfizer is entitled to cancel the order immediately. Upon cancellation by Pfizer in pursuance of this clause, the supplier is not entitled to compensation from Pfizer. In that case, Pfizer is entitled to compensation for any loss, including indirect loss, under the general rules of Romanian law.

9 Payment
9.1 The supplier’s invoice must be itemized and clearly state the Pfizer order number, The Name of the Vendor, The Number of the Contract (Addendum or Appendix) and the Year of contact, article or service delivered, the agreed price, with or without VAT. The invoice address is stated on the order. The invoice is to be forwarded simultaneously with or after delivery of the article or service. Where the above conditions are not complied with, Pfizer is entitled to reject the invoice.

9.2 Unless otherwise stated in the order, payment takes place no later than sixty (60) days after receipt of the invoice by Pfizer in compliance with clause 9.1. Pfizer, however, is entitled to withhold payment in part, corresponding to any claim by Pfizer resulting from the supplier’s breach of agreement where such breach is known at the time of payment. Payment by Pfizer is in no way to be considered recognition or approval by Pfizer that the supplier has met his obligations under the agreement.

9.3 Prices are stated inRON unless otherwise stated in the Pfizer order. All prices are fixed prices. Prices, therefore, are not subject to adjustment due to, for instance, changes in the supplier’s costs or exchange rates without the written acceptance of Pfizer.

10 Confidentiality
10.1 The supplier undertakes, subject to no time limits, not to disclose to any third party any confidential information that the supplier receives from Pfizer or obtains in connection with the order. In this context "confidential information" means information - scientific, technical, commercial or otherwise - whether oral, in writing, documented on a data medium or in any other form, but with the exception of information regarded as commonly known or which becomes commonly known by some other act than the supplier’s breach of this agreement.

11 The Romanian law on processing of personal data
11.1 Pfizer applies a global, electronic system for processing certain personal data in connection with its purchases, such as name and specialty as well as contact details for individuals working for the supplier who are involved in the transaction. Pfizer may transfer such personal data to other group undertakings, to Pfizer’s business partners and to relevant authorities. These recipients may be situated in countries outside the EU, such as the united states. The supplier is responsible for ensuring that individuals hired in relation to this agreement are informed of and accept the processing and transfer of personal data.

12 Other
12.1 The supplier may not use Pfizer’s name or intellectual property rights in any kind of advertising or marketing, articles, references, press releases or presentations - oral or written - without the prior, written acceptance of Pfizer.

12.2 To be binding, amendments and supplements to these general terms and conditions must be in writing and duly signed by the parties.

13 Governing law and venue
13.1 These general terms and conditions (the order) are applied and interpreted according to Romanian law.

8.4. In cazul in care furnizorul nu respecta principiile anti-corupție și anti-mita ale Pfizer, Pfizer este indepărtat sa anuleze comanda imediat. O data ce comanda a fost anulata de catre Pfizer in temeiul acestei clauze, furnizorul nu este indepărtat la despagubiri din partea Pfizer. In acest caz, Pfizer are dreptul la despagubiri, inclusiv pentru pierderi indirecte, in acord cu prevederile legii din Romania.

9.2. Exceptând situațiile agreate de parti prin comada, plata se va face de către Pfizer nu mai tarziu de 60 de zile de la primirea facturii și cu respectarea prevederilor de la pct. 9.1. Pfizer este indreptat să retină plata în parte în cazul în care furnizorul nu a respectat clauzele agreate daca astfel neserestările sunt cunoscute la momentul la care trebuie efectuată plata. Plata facuta de către Pfizer nu trebuie considerata ca fiind o modalitate de a recunoaste ca furnizorul si-a indeplinit toate obligatiile asumate prin contract.

9.3. Preturile sunt precizate în RON, exceptând situația in care se mentionează altfel în comanda Pfizer. Toate preturile sunt fixe. Datorita acestui fapt, ele nu sunt subiect al ajustarii datorate, de exemplu, schimbarii costurilor furnizorului, astfel ca nu pot fi modificate fara acordul scris al Pfizer.

10 Confidentialitate
10.1. Furnizorul va pastra in stricta confidentialitate si nu va dezvalui catre terti informatia confidentiala primita de la Pfizer sau obtinuta in legatura cu comanda. In acest context, "informatie confidentiala" inseamna informatia stiintifica, tehnica, comerciala sau de alta natura, transmisă oral, in scris sau in alta forma, exceptand acea informatie cunoscuta public sau care devine publica printr-o acțiune care nu a fost întreprinsa de către furnizor prin nerespectarea de către acesta a prezentului act.

11 Legislatia romana privind protectia datelor
11.1. Pfizer aplica un sistem electronic global pentru procesarea anumitor date personale in acord cu achizitiile sale, precum denumirii sau date de contact ale persoanelor care lucreaza pentru furnizor si care sunt implicate in tranzactie. Pfizer poate transfera astfel de date personale altor parteneri de afaceri ai Pfizer si autoritatilor relevante. Acestia se pot afla in afara UE, respectiv in statele unite. Furnizorul este responsabil sa se asigure ca persoanele angajate pentru a colabora cu Pfizer in baza acestui act au fost informatate si au acceptat procesarea si transferul datelor personale.

12 Alte prevederi
12.1. Furnizorul nu poate utiliza numele sau drepturile de proprietate intelectuala apartinand Pfizer pentru nici un fel de publicitate, marketing, articole sau prezentari – scris sau orale – fara acordon scris prealabil al Pfizer.

12.2. Pentru a fi acceptate, anexele la acestei termeni si conditii generale trebuie sa fie incheiate in scris si seminate de catre parti.

13 Legea aplicabilă
13.1. Termenii si conditiile generale (comanda) se aplica si se interpreteaza in conformitate cu prevederile legislatiei din Romania.
13.2 The parties must endeavor to resolve any dispute arising out of these general terms and conditions (the order), including their application and interpretation, amicably by negotiation.

13.3 Disputes that cannot be resolved by negotiation must be settled by the Romanian courts according to the law in force.

14 The Pfizer anti-bribery and anti-corruption principles

Pfizer’s internal rules provide that employees of Pfizer pursue their activities in a legal and ethical manner in accordance with current rules and regulations, including the United States foreign corrupt practices act (in the following referred to as “FCPA”). Under FCPA, it is unlawful to pay, offer or authorize any payment or remuneration to a public official (see below) to induce the official to improperly assist in furthering the activities of Pfizer. FCPA also prohibits the use of another enterprise, organization or individual to pursue such actions. Being a subsidiary of a US company, Pfizer is obliged to observe FCPA and is liable for actions performed anywhere in the world by a company or business partner acting on behalf of Pfizer. Pfizer interprets the term “public official” to mean any individual in a public position or anyone who represents the central government, regional or local authorities, a political party or a public, international organization by virtue of his or her employment or mandate or as a consultant. This means, among other things, that Pfizer defines Romanian healthcare and hospital staff as public officials regardless of whether they are employed in the public or private sector.

Pfizer requires all its business partners to undertake all Pfizer-related activities in accordance with this policy. Pfizer’s business partners may not directly or indirectly pay, offer or authorize any payment or remuneration, regardless of its value, to a public official to induce the official to take measures or make decisions that improperly further the activities of Pfizer.

However, specific rules and agreements on compensation, contributions, donations and gifts, etc. may have been agreed upon with the public official’s superiors. Such rules and agreements must also be observed by Pfizer’s business partners. If you have any doubts as to the interpretation or application of the Pfizer anti-bribery and anti-corruption principles, please consult your Pfizer contact.

14.1 Principles Pfizer anti-bribery and anti-corruption principles (see below) to induce the official to improperly assist in furthering the activities of Pfizer. FCPA also prohibits the use of another enterprise, organization or individual to pursue such actions. Being a subsidiary of a US company, Pfizer is obliged to observe FCPA and is liable for actions performed anywhere in the world by a company or business partner acting on behalf of Pfizer. Pfizer interprets the term “public official” to mean any individual in a public position or anyone who represents the central government, regional or local authorities, a political party or a public, international organization by virtue of his or her employment or mandate or as a consultant. This means, among other things, that Pfizer defines Romanian healthcare and hospital staff as public officials regardless of whether they are employed in the public or private sector.

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14.2 Particles must resolve orice dispute care are patea aperita din interpretarea acestor termeni si conditii generale (comenzi) pe cale ambiabila si prin negociere.

14.3 Dispute care nu pot fi solutionate pe cale ambiabila vor fi supuse spre solutionare instantelor competente din Romania in conformitate cu legislatia in vigoare.