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 Warrantees

6.1 The supplier warrants that at the time of delivery (i) the article is 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.

1. Aplicabilitate

1.1. Aceste termeni si condițiile generale (in continuare, denumitii “termeni si condiții generale”) sunt parte integranta a tuturor comenzilor entităților cu personalitate juridică română, parte a grupului Pfizer Inc. (in continuare, denumit Pfizer) a cărui furnizor. Piekare achiziție de bunuri sau servicii facuta pe baza de comanda scrisă (în continuare denumit “comanda”) este în baza prezumția că furnizorul (în continuare, denumit “furnizor”) accepta termenii si condițiile generale. In cazul in care întreprinză furnizor și Pfizer se semnează 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 specificatii acesteia sau cu un contract si in conformitate cu instrucțiunile Pfizer. Furnizorul este responsabil pentru detinerea si obtinerea tuturor autorizațiilor si permiselor necesare pentru prestarea serviciilor. Serviciile trebuie prestate in termenul agrat de cele doua parti.

3 Conditii de livrare

3.1. Exceptand situațiile in care partile au agrat altfel, costul livrării nu este suportat de catre Pfizer. Daca nu este menționată o adresa anume pentru livrare, adresa sediului social al Pfizer care este, din punct de vedere geografic, cea mai apropiată, este considerată adresa de livrare.

4 Efecte juridice in caz de intarziere a livrarii

4.1. In cazul in care furnizorul are temei sa considere ca nu va reuși sa onoreze comanda asa cum a agrat împreună cu Pfizer, acesta are obligația de a anunta Pfizer în 24 de la momentul în care a luat la cunostinta de faptul ca nu va putea onora comanda. Daca furnizorul nu aduce la cunostinta Pfizer acest fapt, poate fi obligată la despăgubiri pentru pierderile sufere de catre Pfizer, direct sau indirect, prin neîndeplinirea întocmai și la timp a obligațiilor asumat prin prezenta comanda și care nu condus la nerealizarea scopului prezentei comenzi. De asemenea, furnizorul este obligat sa instinteze Pfizer despre data la care va putea onora comanda.

4.2. Daca livrarea nu se face de catre furnizor la termenul agrat, Pfizer are dreptul sa renunte la contract si sa fie despăgubit pentru pierderi, inclusiv pierderi indirecte, in conformitate cu prevederile legale din Romania.

5 Reclamatii

5.1. In cazul in care bunurile comandate sunt defecte, Pfizer poate reclama acest lucru furnizorului in maxim trei (3) saptamani de la data la care a fost detectat defectul; cu toate acestea, termenul maxim pentru reclamatii, calculat de la data receptionarii bunurilor nu poate depasi 24 de la data. In cazul unor livrari succesive, termenul de la care se calculeaza perioada in care se pot adresa reclamatii este data la care a fost facuta ultima livrare. In cazul defectelor asumate termenul maxim nu este aplicabil, reclamatii pot fi adresate oricand.

6 Garantii

6.1. Furnizorul garanteaza ca la momentul livrarii ((i) bunul este produs in conformitate cu reglementarile legale precum si cu respectarea reglementarilor UE si a FDA in materie de bune practici de fabricatie (BPF-GMP) in vigoare, (ii) nu este daunator sau periculos si (iii) nu are defecte si ca este in acord cu specificatiile cuprinse in comanda transmisă de catre Pfizer sau în alt contract semnat de catre parti. Mai mult, furnizorul garanteaza ca achizitionarea de catre Pfizer a produsului comercializat de catre furnizor nu constituie incalcarea patențului sau marci irregistrate aparținând unui tert si nici incalcarea vreunui alt drept de proprietate intelectuală.

6.2. Furnizorul garanteaza ca serviciile prestate sunt in acord cu regulamentele in vigoare si in conformitate cu specificatiile cuprinse in comanda transmisă de catre Pfizer sau in alt contract.
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's 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

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.

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

9.3 Pfizer has the right to pay the amount due to Pfizer only after the invoice has been itemized and clearly stating the Pfizer order number, The Name of the Vendor, The Number of the Contract (Addendum or Appendix) and the Year of the contract, article or service delivered, the agreed price, with or without VAT. In the case of replacement delivery, the supplier pays the cost of returning or destroying the original, defective article.

9.4 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.

9.5 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

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.

9.6 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.

9.7 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

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.

9.8 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.

9.9 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

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.

9.10 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.

9.11 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

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.

9.12 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.

9.13 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

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.

9.14 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.

9.15 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

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.

9.16 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.

9.17 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

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.

9.18 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.

9.19 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

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.

9.20 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.

9.21 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

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.
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 any relevant 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. Global Trade Controls
12.1 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 Dombass Region, Iran, North Korea, or Syria, or any other country or 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 Actor 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.

13. Other
13.1 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.
13.2 To be binding, amendments and supplements to these general terms and conditions must be in writing and duly signed by the parties.

14. Governing law and venue
14.1 These general terms and conditions (the order) are applied and interpreted according to Romanian law.
14.2 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.
14.3 Disputes that cannot be resolved by negotiation must be settled by the Romanian courts according to the law in force.

15. 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 cunoscute la momentul la care trebuie efectuata plata. Plata facuta de catre Pfizer nu trebuie considerata ca fiind o modalitate de a recunoaste ca furnizorul si-a indeplinit toate obligatiile asumate prin contract.


10. Confidentialitate
10.1 Pfizer aplica un sistem electronic global pentru procesarea anumitor date personale in acord cu achizitiile sale, precum denumiri 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 si autoritati relevante. Aceasta 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 informati si au acceptat procesarea si transferul datelor personale.

12. Controlul Comertului Global
12.1 Partile vor desfasura toate activitatile prevazute in acest Ordin de Achizitie in conformitate cu toate sanctiunile economice aplicabile, legile, reglementarile si ordinele privind controlul importurilor si exporturilor. Furnizorul nu va transfera cu buna stiinta catre Pfizer niciun Produs, bunuri, software, tehnologie sau servicii care fac obiectul controalelor de export. Partile sunt de acord ca nici o activitate in temeiul acestui ordin de achizitie nu va implica Peninsula Crimeea, Cuba, regiunea Donbass, Iran, Coreea de Nord sau Siria sau orice alta tara, teritoriu sau regiune sanctionata in mod similar sau supusa unui embargou economic de catre guvernul Statelor Unite sau orice alta jurisdictie aplicabila. Fiecare parte certifica, garantaeaza si declara ca nu este desemnata pe nicio lista de parti restrictionate, sanctionate sau debarase mentinute de a autoritatea guvernamentalala aplicabila, inclusiv cele stabilite in temeiul Actorului FDC, Reglementul SUA privind controlul activelor straine si ca nu va implica orice astfel de persoana sau entitate listata in executarea acestui Ordin de Achizitie.

13. Alte prevederi
13.1 Furnizorul nu poate utiliza numele sau drepturile de proprietate intelectuala aparant din Pfizer pentru nici un fel de publicitate, marketing, articole sau prezentatii – scris sau orale – fara acordul scris prevabil al Pfizer.
13.2 Pentru a fi acceptate, anexele la aceste termeni si conditii generale trebuie sa fie incheiate in scris si semnate de catre partii.

14. Legea aplicabila
14.1 Termenii si conditiile generale (comanda) se aplica si se interpreteaza in conformitate cu prevederile legislatiei din Romania.
14.2 Partile trebuie sa rezolve orice disputa care ar putea aparea din interpretarea acestor termeni si conditiilor generale (comenzi) pe cale amibila si prin negociere.
14.3 Disputele care nu pot fi solutionate pe cale amibila vor fi supuse spre solutionare instantelor competente din Romania in conformitate cu legislatia in vigoare.

15. Principiile Pfizer anti-mita si anti-coruptie
Reglementarile interne ale Pfizer menționează ca angajații companiei își desfășoară activitatea într-o manieră legată și etică în acord cu reglementările în vigoare, inclusiv cu legea americană privind practicile de corupție în strainatate (în continuare, denumită “FCPA”). În conformitate cu prevederile FCPA, este ilegal sa platiti, sa oferi sau sa autorizezi orice plata sau remuneratie unui functionar public (a se vedea mai jos) pentru a determina acel functionar public ca in mod nelegat sa susțina activitatea Pfizer. FCPA interzice, de asemenea, folosirea unei organizații, entități sau indiviz pentru realizarea unor asemenea acțiuni. Fiind o subsidiara a unei companii americane, Pfizer este
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.

 obrigata sa se supuna FCPA si este responsabila pentru orice actiune intreprinsa in lume de catre o companie sau un partener de afaceri care actioneza in numele sau. Pfizer interpreteaza termenul de “functionar public” ca fiind individul care detine o functie publica sau persoana care reprezinta o institutie guvernamentala centrala, o autoritate regionala sau locala, un partid politic sau o organizatie publica sau international in baza calitatii sale de angajat, mandatar sau consultant. Aceasta inseamna, printre altele, ca Pfizer considera si personalul medical din Romania, functionarii publici indiferent daca acestia sunt angajati in sectorul public sau in cel privat.

Pfizer solicita tuturor partenerilor de afaceri ca in toate activitatile referitoare la Pfizer sa respecte prevederile acestei politici. Partenerii Pfizer nu pot, direct sau indirect, sa plateasca, ofere sau autorizeze nici o plata sau remuneratie, indiferent de valoare, catre un functionar public pentru a determina acel functionar sa ia anumite masuri sau decizii care ar favoriza ilegal activitatile viitoare ale Pfizer. Cu toate acestea, anumite reguli si acorduri cu privire la compensare, contributii, donatii etc. pot fi agreate cu superiorii unui functionar public. Aceste reguli si acorduri trebuie respectate de catre partenerii de afaceri ai Pfizer. In cazul in care aveti vreo indoiiala in ceea ce priveste interpretarea sau aplicarea principiilor Pfizer anti-mita si anti-coruptie, va rugam sa luați legatura cu persoana dvs. de contact din Pfizer.