

STANDARD TERMS AND CONDITIONS

1. **ACCEPTANCE; CONFLICT OF TERMS:** This 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 articles, 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 herein, the articles, goods, or services shall be billed at the price last quoted by Seller, or last paid by Buyer to Seller, or at the prevailing market price, whichever is lowest. Unless otherwise expressly agreed in writing, the price for the goods and services stated in the Contract shall be fixed and shall include all tax cost, expenses and charges (including delivery and insurance) chargeable in respect of the goods and services. Unless otherwise agreed in writing, payment for the goods and/or services shall occur in sixty (60) calendar days upon invoice receiving.
3. **WARRANTIES:** Seller represents and warrants that:
 - a) All articles supplied hereunder shall be free from defects in material and workmanship and of merchantable quality, shall conform to the 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;
 - b) All articles supplied hereunder (i) shall be manufactured, packaged, labeled, handled, stored and shipped in compliance with all applicable international, national, federal, state, provincial and local laws, statutes, codes, rules, regulations, ordinances, orders, decrees or other pronouncements of any governmental, administrative or judicial authority having the effect of law ("Laws"); (ii) shall be manufactured, packaged, labeled, handled, stored and shipped in accordance with, and shall conform to, the Buyer's specifications; (iii) shall comply with all applicable provisions of the U.S. Food, Drug and Cosmetic Act, as amended from time to time ("US FDA") and in particular, shall not be adulterated or misbranded within the meaning of Sections 501 and 502, respectively of the US FDA and any other applicable Laws;
 - c) The use or sale of the articles delivered hereunder shall not infringe any patent, trademarks, copyright, or any other intellectual property rights of any third party
 - d) 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.
- e) Further, Seller represents and warrants that:
 - I. It 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 or completed such registrations as may be necessary or required by law to provide the good or services encompassed within the Schedule;
 - II. It has not and will not directly or indirectly offer or pay, or authorize such offer or payment, of any money or anything of value or improperly seek to influence any government official, and, if Seller is itself a government official, has not accepted, and will not accept in the future, such a payment;
 - III. [IN SELLER CONTRACTS WHERE FCPA DUE DILIGENCE WAS UNDERTAKEN PURSUANT TO THE FCPA PROCEDURE: All information provided by Seller during Pfizer's pre-contractual due diligence, including all information provided in *Seller Entity FCPA Due Diligence Questionnaire*, is complete, truthful and accurate;] and
 - IV. It undertakes to update these Representations or Warranties if (during the performance of the agreement) Seller, or any of the employees or individuals who will be primarily responsible for performing under the agreement, or a relative of such an employee or individual, becomes a Government Official or if a Government or Government Official becomes an owner of Seller.
- f) Seller further permits Pfizer to take reasonable steps to ensure that funds provided pursuant to the contract are properly used, including:
 - I. Providing periodic invoices stating, in detail, the work performed;
 - II. Providing documentation of all expenses to obtain reimbursement and providing Pfizer with written notification in advance of any extraordinary expenditure. Pfizer must authorize any extraordinary expenditure in writing before it may be incurred; and
 - III. Permitting, during the term of the agreement and for three years after final payment has been made under the agreement, Pfizer's internal and external auditors access to any relevant books, documents, papers, and records of Seller involving transactions related to the agreement. Where the agreement involves clinical studies, the contract shall include acceptable safeguards to ensure confidentiality

- g) Pfizer may terminate the contract if Seller breaches any of the above Representations and Warranties or if Pfizer learns that improper payments are being or have been made to Government Officials by Seller with respect to services performed on behalf of Pfizer or any other company. Further, in the event of such termination, Seller shall not be entitled to any further payment, regardless of any activities undertaken or agreements with additional third parties entered into prior to termination, and Seller shall be liable for damages or remedies as provided by law
4. **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 Workmen's Compensation and Occupational Disease; General Bodily and Property Damage Liability; and Automobile Bodily and Property Damage Liability. The title and risk in goods shall pass to Buyer upon delivery except as otherwise set forth herein.
5. **INSPECTION:** All articles 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 articles at Seller's expense.
6. **TAXES:** Prices stated on the face hereof include all taxes and other governmental charges not specifically imposed by law on Buyer, and Seller agrees to indemnify Buyer against and reimburse it for any expenditures it may be required to make on account of Seller's failure to pay such taxes and other governmental charges.
7. **CONTINGENCIES:** Failure of Seller to make, or of Buyer to take, one or more deliveries of articles or performance of work or services hereunder, if occasioned by acts of God, fire, explosion, flood, epidemic, quarantine, 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 articles, work or services covered by this order may be reduced by the extent of delivery or performance omitted as a result of such contingencies.
8. **PACKING AND SHIPPING:** Seller shall pay all shipping, packing, crating and cartage charges unless otherwise specified in this 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, labeling and shipping of all hazardous materials must meet all applicable Laws.
9. **TERMINATION:** If the Seller defaults in any of its obligations hereunder, becomes insolvent, or has a receiver appointed, or if Buyer believes in good faith that any of such events may occur, Buyer may, at its discretion without prejudice to any other remedy, suspend performance of or terminate this 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 this 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.
10. **GOVERNING LAW:** The validity, interpretation and performance of this order shall be governed by and construed in accordance with the laws of the Republic of Singapore without regard to the principles of conflicts of law. The Seller and the Buyer expressly agree that the application of the United Nations Convention on Contracts for the International Sale of Goods (1980) is specifically excluded and shall not apply to this order.
11. **SAFETY:** 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 Laws on health and safety, as well as Buyer's safety standards for such location.
12. **CONFIDENTIALITY/ PROPERTY RIGHTS:** Any information or materials provided to Seller by or on behalf of Buyer in connection with this order shall remain the property of Buyer and Seller shall use such materials solely in connection with this order. Seller will not disclose or use for any other purpose, any information or materials acquired from or on behalf of Buyer or its Affiliates concerning any designs, drawings, specifications, personnel, research activities, products or other business operations. Seller shall maintain such materials in good order and condition subject to fair wear and tear and shall dispose of or return such materials as Buyer directs.
13. **INDEMNIFICATION:** Seller agrees to defend, indemnify and hold harmless Buyer against any and all liability, judgments, damages, losses, and expense to the extent occasioned by or resulting from any breach of representation and/or warranty made herein by Seller, or by the failure of Seller to comply with the terms hereof, or by the negligence or willful 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 willful misconduct of Buyer. Buyer shall not under any circumstances be liable for lost profits or any indirect or consequential loss of Seller.
14. **ASSIGNABILITY:** This order in its entirety and each and every provision hereof shall inure to the benefit of the customers, successors and permitted assigns of Buyer. Seller may not assign this order without Buyer's prior written consent, and any such assignment without Buyer's consent shall be null and void.
15. **NO THIRD PARTY RIGHTS:** A person or entity who is not a party to this order shall have no right under the Contracts (Rights of Third Parties) Act (Cap 53B of Singapore) to enforce any term of this order.