

## **Terms and Conditions**

### **1. Orders**

- 1.1 Pfizer will only be liable to make payment for Goods and/or Services which have been duly ordered by it by way of numbered, computer-generated orders emanating from its accounting system.
- 1.2 Each order issued by Pfizer shall reflect a description of the Goods or Services ordered and the quantity and current price thereof. No payment shall be made in respect of Goods or Services supplied which do not accord with the particulars reflected in the relevant order.
- 1.3 All orders which are not executed and delivered within 3 months shall be deemed to have been automatically cancelled and if the Supplier is desirous of delivering after the lapse of such 3 month period, a new order will need to be obtained.

### **2. Invoices and Credit Notes**

- 2.1 The Supplier shall be required to print a separate invoice for each order and each invoice must:-
  - 2.1.1 reflect Pfizer's relevant order number thereon;
  - 2.1.2 reflect the same price as stipulated in Pfizer's relevant order;
  - 2.1.3 Stipulate the name and delivery address set forth in Pfizer's relevant order.

- 2.1.4 reflect the relevant VAT reference number as follow:  
Pfizer Laboratories (Pty) Ltd  
VAT Number: 4220105060

No payment will be made in respect of any invoice that does not comply with the a foregoing.

- 2.2 All invoices issued by the Supplier must be delivered to address stipulated on order.

All invoices to be sent to with the following details:

Pfizer Laboratories (Pty) Ltd  
P O Box 783720  
Sandton  
2146

Our Vat Registration number: 422 010 5060

Supplier Vat Registration number.

Supplier banking details.

Goods ordered must be received before invoice issued.

2.3 If any invoice is not paid, the Supplier shall:-

2.3.1 in the first instance confirm with Pfizer's relevant branch that:-

2.3.1.1 a valid order was placed in respect of that branch;

2.3.1.2 the Goods or Services forming the subject matter of the invoice concerned were duly received (or rendered, as the case may be) at the branch concerned;

2.3.1.3 the branch concerned is satisfied with the quantity, quality and condition of the Goods or Services;

2.4 All credit notes issued by the Supplier must reflect:-

2.4.1 Pfizer's relevant order number;

2.4.2 the Supplier's relevant invoice number;

### 3. **Statements, claims and credit notes**

3.1 The Supplier will provide Pfizer, on a monthly basis, with an open item statement which sets out all invoices and other transactions making up the amount reflected on the account. Pfizer reserves the right to refuse to make payment in respect of any "balances brought forward" reflected thereon, unless such balances are broken down into separate invoices and transactions.

- 3.2 In making payment to the Supplier, Pfizer will furnish its own remittance advice setting forth the specific invoices or other transactions to which the accompanying payment applies. Such payment may only be applied to the specific invoices or other transactions reflected on such remittance advice.
- 3.3 Pfizer will be entitled to raise a claim (in its standard written format from time to time) against the Supplier where the invoice issued by the Supplier does not tally with the order placed by Pfizer. The following procedure will be followed:-
- 3.3.1 if the wrong item has been supplied, the item will be returned and a claim raised;
  - 3.3.2 if there has been an over-supply, the excess will be returned and a claim raised;
  - 3.3.3 if the incorrect price is reflected on the invoice, a claim will be raised;
  - 3.3.4 the full amount of the invoice in respect of which a claim has been made will be reflected on Pfizer's remittance advice and at the end of such advice, the net amount (after deducting the value of the claim) of the accompanying payment will be reflected, together with details of the relevant claim;
  - 3.3.5 the Supplier will, upon receipt of the remittance advice issue an appropriate credit note in the amount of the claim;

3.3.6 each claim will be reflected on (and deducted from the payment accompanying) the first remittance advice, together with details thereof and reflected (but without any further deduction) in the following two remittance advices. Any claims not queried within 7 days after receipt of the third remittance advice will be deemed to have been accepted by the Supplier.

3.4 All statements and credit notes issued by the Supplier must be sent to:-

Pfizer Laboratories (Pty) Ltd  
P O Box 783720  
Sandton  
2146

Attention: Finance

#### 4. **Payment Terms**

Payment will be made within a period of 60 days calculated from the first day of the month immediately succeeding that during which the Supplier's statement was issued, provided that the statement in question was received on or before the fifth day of the month following its date of issue. Payments on statements received late will be prioritised behind those made on statements received on time.

#### 5. **Direct Deliveries**

5.1 Each of Pfizer's orders in respect of Direct Deliveries will reflect the name and delivery address of the customer on whose behalf the order is being placed, together with a description of the Goods or Services ordered and the quantity and current price thereof.

- 5.2 In order to qualify for payment by Pfizer, and in addition to its invoices and other documents complying with the provisions of 3 and 4 above, the Supplier's delivery note in respect of a Direct Delivery shall:-
- 5.2.1 contain a signed acknowledgement by the customer or its duly authorised representative that the Goods and/or Services concerned have been duly received (and/or rendered, as the case may be);
- 5.2.2 reflect the name, capacity and signature of the person signing the delivery note;
- 5.2.3 contain an acknowledgement that the Goods and/or Services concerned were received (or rendered, as the case may be) in a satisfactory condition;
- 5.2.4 **not** reflect the price payable in respect of the Goods and/or Services concerned.
- 5.3 The customer concerned will be entitled to approach the Supplier directly in respect of all lawful product warranties and claims relating to the relevant Goods and/or Services and the Supplier undertakes to honour such warranties and claims.

## 6. **FCPA Compliance**

- a) Seller represents and warrants to Buyer that: (i) Seller is licensed, registered, or qualified under local law, regulations, policies and administrative requirements to do business and has obtained licenses or completed such registrations as are required by law to provide the

goods or services subject to the order;(ii) Seller has not and will not directly or indirectly offer or pay, or authorize such offer or payment, of any money or anything of value to improperly or corruptly seek to influence any Government Official, and, if Seller is itself a Government Official, has not accepted, and will not accept in the future, such a payment; and (iii) all information provided by Seller during Buyer's pre-contractual due diligence, including if applicable all information provided in the *Third Party Entity FCPA Due Diligence Questionnaire*, is complete, truthful and accurate. Seller undertakes to update these representations and warranties if during the performance of the order Seller, or any of the employees or individuals who will be primarily responsible performing the order, 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.

- b) Seller will permit Buyer to take reasonable steps to ensure that funds provided pursuant to the order are properly used , including without limitation: (a) providing periodic invoices stating, in detail, the services performed or goods provided; (b) providing documentation of all expenses to obtain reimbursement and providing Buyer with written notification in advance of any extraordinary expenditure (it being understood that Buyer must authorise any extraordinary expenditure in writing before it may be incurred); and (c) permitting, during the performance of the order and for three years after final payment has been made, Buyer's internal and external auditors access to any relevant books, documents, papers, and records of Seller invoicing transactions related to the order.
- c) Buyer may terminate the order if Seller breaches any of the above representations and warranties or if Buyer learns that improper payment are being or have been made to Government Officials by Seller with respect to goods provided to or services performed on behalf of Buyer or any other company. 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.

- d) "Government Official" is broadly interpreted and includes , (i) any elected or appointed government official, (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 officer, employee, or person acting for or on behalf of a political party or candidate for public office, (iv) an employee or person acting for or on behalf of a public international organization, or (v) any person otherwise categorized as a government official under local law. "Government" is means to include all levels and subdivisions of non-U.S. governments (i.e., local, regional, or national and administrative legislative, or executive). All government employees of state-owned enterprises (e.g., doctors employed in a state-owned hospital) are considered "Government Officials"