

PFIZER TURKEY - STANDART TERMS AND CONDITIONS

1. DEFINITIONS :

In these Terms:

“The Contract” shall mean the contract between Pfizer İlaçları Ltd. Şti./Pfizer PFE İlaçları A.Ş. and the Seller consisting of the Purchase Order, these Terms and any other agreements (e.g. supply agreements, service agreements, statements of work) entered into between the parties in relation to the Goods and Services, together with any other terms shall take precedence over these Terms in the event of a conflict.

“Goods” and “Services” respectively mean all goods and all services (as applicable) covered by the Purchase order and/or any part(s) thereof.

“The Seller” means the supplier named on the Purchase Order.

“The Purchase Order” means Pfizer’s relevant order for the supply of Goods and/or Services by the Seller.

Unless expressly agreed in writing between the parties, no printed standart terms which may appear on any order confirmation, invoice or delivery note relating to the Goods and/or Services shall be of any effect.

2. REQUIREMENT OF THE PURCHASE ORDER FORMS :

The Seller, can not claim any payment from Pfizer for the purchase orders taken without any purchase order form.

3. PRICES :

Unless otherwise expressly agreed in writing on the order, prices are firm and definitive and non revisable according to the economical conditions.

Further, prices are fixed and shall not be revised, including in case of acceptance by Pfizer of the postponement of the delivery date. Prices are quoted net and excluding VAT.

Unless otherwise stated, all goods are delivered free of all charges of carriage and packaging.

4. DELIVERY & DELIVERY DATE :

The Goods and Services shall be delivered and performed on the date(s) specified in the Contract. If the Goods and/or the Services are not so delivered or performed on or before the due date, or if it becomes clear the Goods and/or Services cannot be delivered on or before that date, Pfizer may terminate the Contract in whole or in part without prejudice to any its other rights under the Contract.

Unless otherwise specified in the Contract, the Seller shall pay all shipping, packing, crating and cartage charges associated with the delivery of the Goods and Services.

Pfizer shall, on reasonable notice, allow the Seller such access to its premises and shall provide such facilities as the Seller may reasonably require to perform the Services. The Seller shall ensure that, to the extent the Services are to be performed at Pfizer’s premises, the Seller’s employees and representatives observe all health and safety, security and other requirements which Pfizer may reasonably impose. The cost of any necessary safety induction training will be undertaken by the Seller.

5. QUALITY & INSPECTION & REJECTION :

5.1 The Seller warrants that:

- the Goods and Services shall be free from liens and defects, shall be of satisfactory quality, shall conform to any specifications, drawings, samples or other descriptions submitted to or specified by Pfizer and shall be suitable for Pfizer’s intended purposes to extent that such purposes are known or should reasonably be known to the Seller;
- it will carry out the Services and provision of the Goods promptly, with reasonable skill and care and in accordance with all applicable laws, regulations and with such requirements as Pfizer may from time to time reasonably impose;
- provision of the Goods and/or Services will not infringe the rights of any third party.

5.2 All Goods supplied hereunder are to be shipped subject to Pfizer’s examination and right of rejection for a reasonable time after delivery, not with standing prior payment, if not as warranted herein, or if not in conformity with Pfizer’s specifications or, if no specifications are given by Pfizer, with standard specifications.

5.3 Furthermore, Pfizer may postpone or cancel delivery and/or performance by written notice given to the Seller at any time before delivery and/or performance, and Pfizer shall reasonably reimburse Seller for all costs and expenses reasonably and directly incurred as a result of such postponement or cancellation that cannot be mitigated.

6. PASSING OF PROPERTY & RISK :

The property and risk in Goods shall pass to Pfizer when the Goods are delivered to it.

7. INVOICING & PAYMENT :

Shipment invoices showing the purchaser details, the purchase order number, and item number of the specific item must be sent for every delivery.

In particular, the goods delivered or services provided have to be described properly as well as the date of supply or date of service provided. Invoices not fulfilling legal requirements will be rejected.

The original invoices shall be sent by cargo to Pfizer. It shall be included in the consignment for "Good" deliveries. In case, the Seller already participates at the e-invoicing, it is compulsory to inform Pfizer for e-invoice number.

For the payment of the invoices, Pfizer shall make it by bank transfer at sixty (60) days later then the invoice date.

8. CONFIDENTIALITY :

The Seller will not, without Pfizer's prior written consent, disclose to or use to advantage (direct or indirect) of any company, firm, body or person(s) other than Pfizer, any information acquired in the course of the Contract concerning Pfizer's personnel, research activities, products or other business operations.

9. THIRD PARTY CLAIMS :

The Seller warrants that the supply, use or operation of the supplied goods or services does not infringe upon patents or other proprietary rights of third parties.

The Seller agrees – on first request – to indemnify and hold Pfizer harmless from and against any claims that may be asserted against the contactor by a third party due to an infringement upon such proprietary rights.

10. ASSIGNMENT & SUB-CONTRACTING :

The Seller shall not sub-contract or assign any of its obligations or rights under the Contract without Pfizer's prior written consent. The Parties, hereby expressly agree that Pfizer may freely transfer the benefits of this Agreement to any company that may take its place it as a result of a merger, split, acquisition, partial transfer of assets, transfer of business and more generally any restructuring operation.

11. LEGAL VENUE :

The Parties hereby agree that any disputes to arise in relation with the implementation and/or interpretation of these order conditions shall be subject to jurisdiction of the Courts and Bailiff's Offices in İstanbul (Çağlayan)

12. ANTI-CORRUPTION PROVISIONS :

The Seller represents and warrants that:

12.1 He 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;

12.2 He has not and will not in the future directly or indirectly offer a 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 Pfizer 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;

12.3 He has been provided with a copy of Pfizer's International Anti-Bribery Principles and has communicated such Principles to all persons acting on its behalf in connection with work for Pfizer, including agents or subcontractors;

12.4 Any information provided by him to Pfizer in connection with Pfizer's Anti-Corruption Due Diligence is complete, truthful and accurate and he agrees to inform Pfizer if any responses in the due diligence questionnaire with respect to him or any individuals identified in the due diligence questionnaire or their Family Relatives, as defined therein, change during the performance of this agreement;

12.5 He 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

12.6 He will permit, 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, paper and records involving transactions related to the agreement. Where the agreement involves clinical studies, the contract shall include acceptable safeguards to ensure confidentiality.

Pfizer may terminate the contract if the supplier breaches any of the above Representations and Warranties. In the event of termination, the supplier shall not be entitled to any further payment, regardless of any activities undertaken or agreements entered into prior to termination, and the supplier shall be liable for damages or remedies as provided by law. Further, the supplier will indemnify and hold Pfizer harmless from any claim, liability, fine, penalty, loss or damage that arises as a result of supplier's failure to comply with its obligations under this Agreement.

13. PFIZER'S INTERNATIONAL ANTI-BRIBERY BUSINESS PRINCIPLES :

Pfizer has a long-standing policy forbidding bribery and corruption in the conduct of our business in the United States or abroad. Pfizer is committed to performing business with integrity, and acting ethically and legally in accordance with all applicable laws and regulations. We

expect the same commitment from the consultant, agents, representatives or other companies and individuals acting on our behalf (“Business Associates”), as well as those acting on behalf of Business Associates (e.g., subcontractors), 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.

“Government Official” shall be broadly interpreted and means:

- (i) any elected or appointed Government official (e.g., a legislator or a member of a Government ministry);
- (ii) any employee or individual acting for or on behalf of a Government Official, agency, or enterprise performing a government function, or owned or controlled by, a Government (e.g., a healthcare professional employed by a Government Hospital or researcher employed by a Government University);
- (iii) any political party officer, candidate for public office, officer, or employee or individual acting for on behalf of a political party or candidate for public office;
- (iv) any employee or individual acting for or on behalf of a public international organizations;
- (v) any member of a royal family or member of military; and
- (vi) any individual otherwise categorised as a Government Official under law.

“Government” means 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.”

The U.S. Foreign Corrupt Practices Act (the “FCPA”) prohibits making, promising, or authorizing a payment or providing anything of value to a non-U.S. Government Official to improperly or corruptly influence that official to perform any governmental act or make a decision to assist a company in obtaining or retaining business, or to otherwise gain an improper advantage. The FCPA also prohibits a company or person from using another company or individual to engage in any such activities. As a U.S. company, Pfizer must comply with the FCPA and could be held liable as 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 Government 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 perform any governmental act or make a 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 or offer any item or benefit to a Government Official, regardless of value, as an improper incentive for such Government Official to approve, reimburse, prescribe, or purchase a Pfizer product, to influence the outcome of a clinical trial, or to otherwise benefit Pfizer’s business activities improperly.
- In conducting their Pfizer-related activities, Business Associates, and those acting on their behalf in connection with work for Pfizer, must understand and comply with any local laws, regulations, or operating procedures (including requirements of Government entities such as Government-owned hospitals or research institutions) that impose limits, restrictions, or disclosure obligations on compensation, financial support, donations, or gifts that may be provided to Government Officials. 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 engaging in such interactions.
- 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 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, providing expensive gifts, lavish hospitality, kickbacks, or investment opportunities in order 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 a corrupt payment or provide anything of value to any person to influence 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 incentive 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 gift-giving 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.