

PURCHASE ORDER TERMS AND CONDITIONS (U.S. AND PUERTO RICO ONLY)

Pfizer Inc. ("Pfizer") hereby retains the supplier ("Supplier") set forth in the order form into which these terms and conditions are incorporated by reference (including attachments thereto, the "Order Form") on the terms and conditions hereinafter stated (including terms and conditions that are incorporated herein by reference, the "Purchase Order Terms and Conditions," and together with the Order Form, the "Purchase Order") to supply the materials, supplies, items or equipment (the "Products") and/or perform the services (the "Services"), as the case may be, described in the Order Form. Nothing in this Purchase Order shall be interpreted to prevent Pfizer from obtaining from any other third party, or providing to itself, any or all such Products or Services or from ceasing to use Supplier to provide such Products or Services.

In the event of a conflict or inconsistency between any of the provisions of this Purchase Order and any of the provisions of a written agreement between Pfizer and Supplier ("Agreement") covering the subject matter of this Purchase Order, the provisions of the Agreement shall govern and supersede any such conflicting or inconsistent provisions of this Purchase Order. In the absence of an Agreement, this Purchase Order constitutes the entire agreement of the parties with regard to the subject matter, and supersedes all previous written or oral representations, agreements and understandings between Pfizer and Supplier and any different or additional terms and conditions. In the event of a conflict or inconsistency between any of the provisions of the Purchase Order Terms and Conditions and any provisions of the Order Form covering the subject matter of this Purchase Order, the provisions of the Purchase Order Terms and Conditions shall govern and supersede any such conflicting or inconsistent provisions of the Order Form.

Supplier's acceptance of this Purchase Order may be in writing, email, fax, EDI or other manifestation of acceptance such as, but not limited to, Supplier's initiation of performance, or through Supplier's provision of any Products or Services covered by this Purchase Order, or through Supplier's acceptance of any payment made pursuant to this Purchase Order, whichever occurs first. Except to the extent expressly accepted in writing by Pfizer, Pfizer hereby affirmatively rejects any different or additional terms and conditions proposed by Supplier or contained in any acknowledgement, invoice or other form of Supplier, notwithstanding Pfizer's acceptance or payment for any Products or Services or any similar act of Pfizer.

1. PRICE; INVOICING; PAYMENT

(a) Price. The price for the Products shall, as applicable, cover the net weight of the Products, and no extra charge of any kind, including charges for boxing, packaging or crating, shall be allowed unless specifically agreed to in advance in writing by Pfizer. The price for Services shall cover all activities required to perform the Services as contemplated in this Purchase Order.

(b) Taxes. The amount of taxes imposed will be separately stated on the Order Form and any related invoice and all amounts shown will include all federal, state and local sales, use, excise and similar taxes applicable to the Products or Services sold or provided under this Purchase Order or the materials used in connection therewith; and Supplier shall pay any and all such taxes, except taxes required by Law (as defined in Section 6(a) below) to be paid or borne by Pfizer. Notwithstanding the foregoing, each of Pfizer and Supplier shall bear sole responsibility for all taxes of any kind imposed by a federal, state, local, or foreign governmental authority, directly on said party, including, but not limited to, those on, or measured by or referred to as income, gross receipts, financial operations, franchise, profits, license, excise, premium, windfall profits taxes, duties or similar fees, assessments or charges of any kind whatsoever, together with any interest and any penalties, additions to tax or additional amounts imposed by such governmental authority with respect to that party's income, operations, employment, property (whether owned, leased or deemed to be owned or leased) or business operations.

(c) Invoice; Payment; Billing Disputes. Unless otherwise specified by Pfizer, Supplier shall invoice Pfizer for the Products or Services provided under this Purchase Order only after the Products or the Services are received by Pfizer. Final payment shall not be made until the Products or Services provided meet the requirements specified in this Purchase Order. Unless otherwise specified by Pfizer on the applicable Order Form, payment terms shall be net sixty (60) days after Pfizer's receipt of the applicable invoice submitted in accordance with, and containing any information specified on, the applicable Order Form. Pfizer may set off any amount owing from Supplier to Pfizer against any amount payable by Pfizer. Pfizer may withhold payment of any invoiced amounts that it disputes in good faith and the parties shall work in good faith to resolve any such billing disputes. Any such billing disputes shall not be cause for Supplier's nonperformance of Services and/or

non-delivery of Products, as the case may be, under this Purchase Order. Payment by Pfizer shall not result in a waiver of its rights under this Purchase Order. Further, Supplier shall perform its obligations under this Purchase Order in a manner that meets or exceeds the service levels, if any, set forth in this Purchase Order. If Supplier fails to meet any such service levels, Supplier shall perform a root cause analysis of such failure and shall promptly take corrective actions. Additionally, in the event of any such failure, Pfizer shall receive the service level credits, if any, set forth in this Purchase Order. Service level credits shall not be deemed Pfizer's sole and exclusive remedy for any failure by Supplier to achieve service levels. In order to be eligible for reimbursement by Pfizer of reasonable out-of-pocket travel and travel-related expenses incurred by Supplier Personnel (as defined in Section 6(a) below) in providing the Products and/or Services hereunder, all such expenses incurred by Supplier: (i) must have been pre-approved by Pfizer in writing prior to the date such expenses are incurred; and (ii) must be in compliance with Pfizer's travel and entertainment guidelines, as supplemented and/or amended from time to time.

(d) Most Favored Customer Status. The parties intend that Pfizer shall have the status of a "most-favored customer" with respect to matters of pricing, availability, and other terms. Supplier represents and warrants that the prices and other terms provided to Pfizer under this Purchase Order are not less favorable than those extended to any of its other customers for similar Product and Services under reasonably similar circumstances and, in the event that Supplier provides any of its other customers with more favorable prices or other terms, Supplier shall immediately provide that more favorable price or other term to Pfizer.

2. **DELIVERY; CANCELLATION; INSPECTION; ACCEPTANCE**

(a) Product Delivery. Supplier shall be responsible for packaging, loading and shipping the Products in accordance with any packaging specifications, shipping methods and other related requirements set forth in this Purchase Order or otherwise communicated in writing to Supplier by Pfizer. If no such specifications, methods or requirements are so specified, Supplier shall be responsible for packaging, loading and shipping the Products in a manner sufficient to prevent damage and loss to the Products during shipment. Shipments must equal quantity ordered, unless otherwise agreed to by Pfizer in writing. Supplier shall provide a packing list to Pfizer (which shall be securely attached to the outside of the package) for all shipments referencing this Purchase Order number. Unless otherwise specifically provided for herein, Supplier shall be responsible for freight and delivery to the destination specified on the applicable Order Form. All freight and delivery charges will be borne by Supplier, unless specifically agreed to in advance, in writing by Pfizer. Provided Pfizer agrees to accept such freight and delivery charges in advance, the amount allocated for product freight delivery will be separately stated on the Order Form and any related invoice, and all amounts shown will include all packaging, loading and shipping applicable to the Products or Services sold or provided under this Purchase Order or the materials used in connection therewith. Under no circumstances will Supplier include in such charges, or will Pfizer bear, additional or charges related to the freight and delivery of covered Products and/or Services, including, but not limited to, fuel surcharges, energy surcharges, or seasonal surcharges, whether originated by Supplier or on behalf of any third party. Notwithstanding any provision in this Purchase Order to the contrary, Supplier shall bear all risks of loss and damage to the Products until final acceptance by Pfizer at Pfizer's "ship to" destination specified on the applicable Order Form. Further, Supplier shall bear the same risks with respect to any Products rejected by Pfizer or as to which Pfizer has revoked its acceptance from the time of such rejection or revocation.

(b) Customs Clearance. For shipment of Products imported into the commerce of the United States, Supplier shall promptly provide Pfizer with a commercial invoice that includes the information required by 19 CFR 141.86, as supplemented and/or amended from time to time. Supplier shall remain fully responsible for its compliance obligations under this Purchase Order.

(c) Material Safety Data Sheets. Supplier shall provide to Pfizer all information related to the safety, safe handling, environmental impact, and disposal of the Product including, without limitation, material safety data sheets. Supplier shall promptly deliver to Pfizer, as it becomes available to Supplier, any updates or amendments to the information provided pursuant to this Section and any new information relating to the safety, safe handling, environmental impact, or disposal of the Product.

(d) Cancellation. The delivery of Products and/or Services shall strictly comply with the delivery date or delivery schedule, if any, specified by Pfizer. If at any time it appears that Supplier will not meet such delivery date or schedule, Supplier shall promptly notify Pfizer in writing of reasons for, and the estimated duration of, the delay. If requested by Pfizer, Supplier shall ship delayed Products by means to avoid or minimize delay to the maximum extent possible, any added cost to be borne by Supplier. In addition to its other remedies, Pfizer reserves the right to cancel all or any part of any Purchase Order for the undelivered Products or unperformed Services if Supplier does not deliver the Products or perform the Services as specified in this Purchase Order.

(e) Changes. Supplier acknowledges and agrees that Pfizer may provide Supplier with a written request for changes to the Services and/or Products, as the case may be, from time to time. Pfizer and Supplier shall review all such requests to determine the effect, if any, such requested changes may have upon fees payable, delivery schedule, and other terms and conditions of this Purchase Order. After such effects have been assessed, Pfizer may decide, in its sole discretion, whether to implement such changes. If Pfizer elects to implement such changes, the parties shall enter into a written agreement signed by both parties that describes such changes, which agreement shall constitute an amendment to this Purchase Order.

(f) Inspection; Acceptance of Products and Services. All Products or Services delivered or performed shall be subject to final review, inspection and acceptance by Pfizer, notwithstanding any payment or initial inspections. Acceptance of Products and Services shall occur when the Products or Services delivered under the this Purchase Order have been inspected by Pfizer and determined to meet the requirements specified in this Purchase Order. Pfizer shall make such inspection within a reasonable period of time (not to exceed ninety (90) days) after the applicable Products have been delivered or Services completed by Supplier. For the avoidance of doubt, there shall be no time restrictions applicable to Pfizer's provision of notice of rejection of any Product with respect to any latent defects, which shall include any defects that may not be detected by Pfizer through standard inspection and testing of a Product sample or that may affect only a portion of Product. If the Products or Services do not meet such requirements, Pfizer shall give Supplier detailed written notification of the deficiency or non-conformance and a direction to Supplier to promptly (and in any event within thirty (30) days): (i) repair, replace or re-perform the deficient or non-conforming Products or Services; or (ii) refund to Pfizer all fees paid by Pfizer hereunder for the deficient or non-conforming Products or Services and those Products or Services that are dependent on such deficient or non-conforming Products or Services. Any such corrected Products or Services shall be subject to the same inspection and acceptance terms provided for in this Section 2(f). If Pfizer directs Supplier to repair, replace or re-perform the deficient or non-conforming Products or Services and Supplier fails to complete same within thirty (30) days after Pfizer's direction, then Supplier shall refund to Pfizer all fees paid by Pfizer hereunder for the deficient or non-conforming Products or Services and those Products or Services that are dependent on such deficient or non-conforming Products or Services. Inspection and acceptance of any Products or Services by Pfizer shall not affect Supplier's warranties or Pfizer's remedies under Section 6(a) below. The foregoing shall not be construed to limit or exclude any other rights or remedies of Pfizer at law or in equity.

(g) Sustainable Shipping. In the event Supplier is responsible for selecting the carrier pursuant to Section 2(a), Supplier shall use its best efforts to designate a carrier who will minimize transportation charges and reduce fuel usage and greenhouse gas and air pollutant emissions via route optimization and efficiency, increase use of hybrid vehicles, natural gas vehicles, electric vehicles, or other vehicles that reduce emissions of carbon dioxide, and decrease idling times; provided that such efforts shall not impair Supplier's performance under this Purchase Order. Supplier shall contract with third party transporters for the shipment of the Products who are top scoring EPA SmartWaySM Transport partners or affiliates (as defined by the SmartWaySM Program), wherever possible. To the extent the Products are transported other than in the U.S., Supplier shall cause its designated carriers to participate, to the extent possible, in comparable programs. To the extent comparable programs are not available, or it is not commercially reasonable for Supplier's designated carriers to participate in such a program, or it is not commercially reasonable for Supplier to engage a designated carrier who participates in such a program, then Supplier shall ensure that the designated carrier transporting the Products shall take all reasonable efforts to reduce fuel consumption and greenhouse gas and other air emissions

3. ENVIRONMENTAL, SAFETY AND INDUSTRIAL HYGIENE MATTERS

With respect to all environmental, safety and industrial hygiene matters related to Supplier's activities in providing Products and/or Services to Pfizer, Supplier shall: (a) inform Pfizer promptly of any significant adverse event (e.g., fires, explosions, accidental discharges) that have affected or have the potential of affecting (i) the quality of the Products and/or Services to be delivered and/or (ii) any Pfizer facility, property or asset; (b) inform Pfizer promptly of any allegations or findings of violations of applicable Laws that have affected or have the potential of affecting (i) the quality of the Products and/or Services to be delivered and/or (ii) any Pfizer facility, property or asset; and (c) implement promptly any corrective action which may be reasonably requested by Pfizer, including, without limitation, adhering to reasonable and significant elements of the environmental, safety and industrial hygiene program adhered to by Pfizer in its own operations.

Supplier shall have and implement a documented, comprehensive environmental policy which addresses, among other things, its ongoing commitment to environmental protection, sustainability, pollution prevention, waste reduction, and energy and water efficiency. As requested by Pfizer, Supplier shall provide Pfizer with evidence of

implementation of such policy and any updated information regarding Supplier's environmental policies, practices, and the environmental attributes and any third party certifications of the Products and/or Services or any materials used in connection therewith. Supplier shall also provide data regarding the Scope 1, Scope 2, and, as available, Scope 3 greenhouse gas emissions (as such terms are defined by the World Resources Institute (WRI) and the World Business Council for Sustainable Development (WBCSD) Greenhouse Gas Protocol Corporate Standard) associated with the provision of the Products and/or Services, including, without limitation, the methodology employed to collect and report such data, as requested by Pfizer. All information provided pursuant to this Section 3 is, or shall be, complete, truthful and accurate. In the event this Purchase Order is for Products and/or Services for which Seller has alternatives that generate less waste or pollution, are less toxic or hazardous, consume fewer materials or less energy, water or chemicals in their production, packaging, use and disposal, or that otherwise have a reduced environmental impact as compared to the Products and/or Services described on the Order Form (collectively, "Sustainability Options"), Supplier shall promptly notify Pfizer of such option(s). Supplier shall discuss with Pfizer the feasibility and cost implications of any of the foregoing alternate Sustainability Options and shall provide such options if and as directed by Pfizer. Provider shall also identify and bring to Pfizer's attention any take-back programs available.

4. **AUDIT**

Supplier shall provide (and shall cause each Supplier subcontractor to provide) to Pfizer or its representatives, including its external auditors and to any governmental authority access at all reasonable times and after reasonable notice (except in the case of an audit by a governmental authority) to any facility of Supplier (and each Supplier subcontractor), Supplier Personnel, and to data and records, in each case relating to the Products and/or Services provided hereunder and Supplier's performance under this Purchase Order, for the purposes of: (a) performing audits and inspections to verify the integrity and security of Pfizer data and to examine the systems that process, store, support and transmit that data and to ensure that Pfizer is compliant with all Laws; (b) observing Supplier's performance of its obligations under this Purchase Order; and (c) enabling Pfizer to comply with all applicable Laws. Supplier shall not require that Pfizer enter into a separate confidentiality, non-disclosure, site visit or similar agreement in connection with any such access, inspection, audit or observation by Pfizer or its auditors or a governmental authority. Supplier further agrees to maintain its books and records relating to Products and/or Services provided under this Purchase Order for a period of six (6) years or such longer period as may be required by applicable Law from the date work under this Purchase Order was completed. If any such audit reveals that Supplier has overcharged Pfizer, Supplier shall promptly reimburse Pfizer for such overcharge, and in the event that any such overcharge equals an amount equal to or greater than five percent (5%) of the amount that should have been charged under the terms of this Purchase Order, then Supplier shall promptly reimburse Pfizer for all reasonable costs and expenses incurred in the conduct of the audit. Supplier acknowledges and agrees that Pfizer shall have the right, at any time during the term of this Purchase Order, including any renewal thereof, to request that Supplier complete any forms (or any successor process) and that Supplier will cooperate with such request and in the remediation of any identified weaknesses that reasonably may affect the privacy, confidentiality, security or integrity of Confidential Information (as defined in Section 5(a) below). For purposes of this engagement and the avoidance of doubt, "Pfizer data" and "data" are deemed Confidential Information (as defined in Section 5 below).

5. **CONFIDENTIAL INFORMATION**

(a) Supplier understands and acknowledges that, in the provision of Services or Products pursuant to this Purchase Order, Pfizer may disclose to Supplier or Supplier may otherwise obtain information that Pfizer (or any of its subsidiaries, affiliated companies, vendors or customers) considers confidential. Such information may include all information relating to the subject matter of this Purchase Order, whether furnished to or obtained by Supplier or its representatives before, on or after the date of this Purchase Order, in any form, including, but not limited to, written, verbal, visual, electronic or in any other media or manner ("Confidential Information"). For the avoidance of doubt, any and all Personal Information (as defined below in this Section 5(a)) made available to Supplier pursuant to the Services is deemed Confidential Information. Supplier shall keep Confidential Information strictly confidential as competitive-sensitive information. Supplier shall exercise the same degree of care for the Confidential Information of Pfizer as it uses to protect its own confidential information, but in any event, not less than reasonable care, including, without limitation, the requirements of this Purchase Order. Supplier shall not disclose Confidential Information without the prior express written consent of Pfizer to any person or entity not a party to this Purchase Order (other than as required by applicable Law) in any manner whatsoever, in whole or in part, and shall not be used by Supplier other than in connection with the purposes permitted by this Purchase Order. Confidential Information may be disclosed by Supplier only to the directors, officers, employees and agents (including subcontractors) of Supplier who have a legitimate need to know such Confidential Information for purposes of carrying out Supplier's obligations under this Purchase Order, who have

agreed to comply with confidentiality provisions for the protection of the Confidential Information no less protective than the terms of this Purchase Order, and who have been informed by Supplier of the confidential nature of the Confidential Information as well as of the confidentiality undertakings of Supplier contained herein. Supplier shall be responsible for any breach of this Section 5 caused by any such director, officer, employee or agent (including any subcontractor of Supplier). As used herein, "Personal Information" means the personally identifiable information, including name, address, e-mail address, telephone number, any other Pfizer-, Supplier- or third party-issued identifier, and/or IP address in any media or format, including, without limitation, computerized or electronic records and paper-based files of an Individual. "Individual" means a natural person.

(b) Notwithstanding the restrictions set forth above, if Supplier is required by Law to disclose any Confidential Information, Supplier may make the required disclosure, provided that prior to making any such disclosure, Supplier shall provide Pfizer with: (i) written notice of the proposed disclosure in order to provide Pfizer with sufficient opportunity to seek a protective order or other similar order preventing or limiting the proposed disclosure; and (ii) reasonable assistance in seeking such protective order or other similar order.

(c) Upon completion or termination of this Purchase Order, and at Pfizer's written request at any time, Supplier shall promptly return to Pfizer or destroy (at Pfizer's election) all copies of all documents or other materials, in whatever form, that contain Confidential Information and are in the possession or under the control of Supplier or any Supplier Personnel and shall certify to Pfizer in writing that Supplier has done so in accordance with applicable Laws.

(d) Supplier, and for its Supplier Personnel, represents and warrants that: (i) it has adequate and appropriate controls to ensure the confidentiality, privacy, security and integrity of Confidential Information and to ensure that Confidential Information is not disclosed contrary to the provisions of this Purchase Order; (ii) it has established and/or is maintaining an appropriate administrative, technical and physical safeguards as part of an appropriate information security program as well as security measures to ensure the privacy, security, confidentiality and integrity of Confidential Information; (iii) its information security program will reasonably protect against any threats or hazards to the privacy, security, confidentiality and integrity of Confidential Information, and protect against unauthorized access to or use of Confidential Information (including, without limitation, where Confidential Information is transmitted over a network) that could result in the loss, destruction, unauthorized use, modification, or disclosure of Confidential Information, or the substantial harm or inconvenience to Pfizer or any Individual. Supplier acknowledges and agrees for itself and Supplier Personnel that Pfizer shall have the right to require additional reasonable protections related to the confidentiality, privacy and security of Confidential Information in connection with this Purchase Order or any renewal or amendment thereof, and Supplier shall agree to such additional reasonable protections as Pfizer may reasonably require.

(e) Supplier, and on behalf of Supplier Personnel, agrees to provide to Pfizer, and as otherwise required by Law, prompt written notice of all incidents that involve, or which Supplier reasonably believes may involve, the attempted or successful unauthorized access, use, disclosure, modification, destruction or loss of Confidential Information or interference with system operation in an information system or in any medium or format, including without limitation, paper (hard) copy documents that may affect Confidential Information in the custody, possession or control of Supplier or Supplier Personnel (each, a "Security Incident"). Such notice shall summarize in reasonable detail the impact on Pfizer and the affected Individuals of the breach or unauthorized access, use, disclosure, modification, destruction or loss of Confidential Information and the corrective action taken or to be taken by Supplier for preventative measures to prevent any future reoccurrences of such Security Incident. Supplier, at its sole expense, shall promptly take all necessary and appropriate corrective action including, without limitation, at the written request of Pfizer or any regulatory body, to provide notices to Individuals whose Confidential Information may have been affected, whether or not such notice is required by Law, and cooperate with any regulatory investigations of, and respond to and/or defend any litigation (including any class action suits or similar proceedings) relating to such Security Incident.

(f) In the event of a Security Incident, Supplier, and on behalf of Supplier Personnel, agrees to reasonably cooperate with Pfizer in connection with Supplier's, Pfizer's and any other entity's investigation(s) and/or remediation of such Security Incident and shall not distribute any public announcements (including, without limitation, website postings and press releases) without Pfizer's prior express written approval, which shall not be unreasonably withheld. Supplier further agrees to reimburse Pfizer for all actual and reasonable costs Pfizer may incur in connection with any such investigation and remediation efforts concerning a Security Incident commensurate with the nature and level of severity of the Security Incident.

(g) In the event of a Security Incident involving the potential of personal harm or embarrassment to an Individual, Supplier, and on behalf of Supplier Personnel, agrees to provide remediation services commensurate

with the nature and level of severity of such Security Incident and in accordance with applicable Law, a minimum of which shall include:

- (i) a toll-free telephone number (or where not available, a dedicated telephone number) where an affected Individual (or his/her designee or representative) may receive individual-specific assistance and information relating to the Security Incident; and
- (ii) reimbursement of documented costs in connection with resolution of any issues of a result of such Security Incident (e.g., phone calls, copies, postage, court costs, attorney's fees) up to USD \$1,000 per Individual.

(h) The obligations of Supplier (and Supplier Personnel) in this Section 5 shall be in addition to any other indemnification obligations Supplier (and Supplier Personnel) may have under the indemnification provisions of this Purchase Order. For the avoidance of doubt, these obligations may be considered indemnification obligations if necessary to make Pfizer and any affected Individuals whole. Any payments under this Section 5 shall be deemed direct damages not limited by any limitation of liability or consequential, special, punitive, indirect or special damages limitations. Further, the obligations under this Section 5 shall survive the completion of the Services or provision of Products, as well as not be limited by any arbitration, limitation of actions or other similarly limiting provisions.

(i) Supplier, for itself and Supplier Personnel, agrees that it will only collect, use, process, disclose and retain Confidential Information in the U.S. and its territories, and will not transfer Confidential Information to any other country for any purpose, without the prior written authorization of Pfizer and the express written consent of each Individual to whom such Confidential Information pertains. Supplier shall comply with all provisions of this Purchase Order, including, without limitation, all Laws (as defined below in Section 6 below). If this Purchase Order requires the Supplier to collect, use, disclose, hold or retain Personal Information within the European Economic Area ("EEA") or from Individuals residing in the EEA, Supplier agrees that: (i) Pfizer shall, to the extent permitted by applicable Laws, be a "controller" and Supplier shall be a "processor" as such terms are defined in the EU Data Protection Directive (95/46/EC) and (ii) Supplier shall comply with any additional reasonable contractual measures required by Pfizer including, without limitation, Pfizer's Privacy & Information Security Addendum and Baseline Third Party Security Requirements.

6. **ADDITIONAL REPRESENTATIONS, WARRANTIES AND COVENANTS**

(a) Products and Services. Supplier represents, warrants and covenants, that its performance and all Products and Services provided under this Purchase Order shall, until the earlier of twelve (12) months after first placed into service by Pfizer or eighteen (18) months after delivery (or performance) by Supplier (or for such longer warranty period as provided by Supplier): (i) be free from defects in design, workmanship and materials; (ii) be of the kind, quantity and quality described in, and conform with, the requirements specified in this Purchase Order; (iii) be fit for the purpose intended; (iv) perform in the manner specified; (v) in the case of Services, reflect the highest standards of professional knowledge and judgment; (vi) be free of any claim of misappropriation or infringement by a third party; (vii) if the Products are software, be the most current releases generally available to third parties at the time of delivery; and (viii) comply with all other requirements of this Purchase Order. Supplier represents, warrants and covenants, that its performance and all Products and Services provided under this Purchase Order shall, for a perpetual duration (A) be free and clear of all liens, claims and encumbrances by the date delivered to Pfizer; (B) If the Product is software, it shall not contain any (1) "back door," "time bomb," "drop dead" device or other software routine designed to disable the software automatically with the passage of time or under the positive control of any person or (2) virus, "Trojan horse," "worm" or other software routines or hardware components designed to permit unauthorized access, to disable, erase or otherwise harm the software, hardware or data, or to perform any other similar actions; (C) comply with all applicable global, federal, country, state, local, foreign and other laws, rules and regulations, ordinances, decrees, orders, codes and requirements (including, but not limited to, any requirements for consents, permits, certificates, approvals and inspections), as the same are promulgated, supplemented and/or amended from time to time ("Laws") that apply to or govern the Services or Products to be provided by Supplier or any of the employees, contractors, subcontractors or agents of Supplier and its subcontractors (collectively, "Supplier Personnel") pursuant to this Purchase Order Terms and Conditions, including, but not limited to, the Fair Labor Standards Act of 1938 and all applicable Laws relating to equal employment opportunity (including, but not limited to, the Civil Rights Act of 1964, Title VII, Executive Order 11246, Executive Order 11375, the Vietnam Era Readjustment Act of 1972, the Rehabilitation Act of 1973, and the Americans with Disabilities Act of 1991); the Toxic Substance Control Act (the "TSC Act"); the Food, Drug and Cosmetic Act (the "FDC Act"); the Federal Insecticide, Fungicide and Rodenticide Act; the Federal Occupational Safety and Health Act; and the

Immigration Reform and Control Act of 1986, data protection and privacy Laws, each as supplemented and/or amended from time to time; and (D) comply with all Pfizer standard operating procedures, policies, control standards and guidelines applicable to the provision of Products or Services, each as supplemented and/or amended from time to time, including, but not limited to Pfizer's background check requirements and the "Gifts and Entertainment Policy". All Supplier Personnel shall be properly educated, trained and qualified to provide the applicable Products and/or Services and shall be properly instructed on how to use and protect Confidential Information to ensure compliance with Supplier's obligations under Section 5. Pfizer shall have the right to review and approve the qualifications of all Supplier Personnel assigned to provide the Products and/or the Services under this Purchase Order. Pfizer shall also have the right to designate at any time that any such Supplier Personnel be removed and replaced with respect to the performance of any activities associated with this Purchase Order.

Supplier shall, without additional cost to Pfizer, within thirty (30) days of receipt of written notification of any non-conformance with the warranties set forth above in this Section 6(a), as directed by Pfizer, correct any such non-conformance by promptly: (i) repairing, replacing or re-performing the non-conforming Products or Services; or (ii) refunding to Pfizer all fees paid by Pfizer hereunder for the non-conforming Products or Services and those Products or Services that are dependent on such non-conforming Products or Services. The foregoing shall not be construed to limit or exclude any other rights or remedies of Pfizer at law or in equity. The warranty with respect to any such corrected Products or Services shall be subject to the same terms as the warranty provided for in this Section 6(a).

Without limiting the generality of the preceding provisions of this Section 6(a), Supplier represents, warrants, and covenants that all Product: (i) shall be adequately contained, packaged, marked, labeled and registered in compliance with, and shall conform to, the requirements of all applicable Laws; (ii) meet or exceed the safety standards established and promulgated under the occupational Safety and Health Act of 1970, and the regulation issued thereunder (each as supplemented and/or amended from time to time); and (iii) are, as of the date of delivery, not adulterated or misbranded within the meaning of the FDC Act and are not articles which may not, under the provisions of Section 404, 505 or 512 of the FDC Act, be introduced into interstate commerce, and are also not adulterated or misbranded within the meaning of the food drug or cosmetic laws of any state or local municipality.

Without limiting the generality of the preceding provisions of this Section 6(a), Supplier represents, warrants, and covenants that every chemical substance and/or mixture as defined under the TSC Act, contained in the Products or utilized in their manufacture, has been properly reported to the United States Environmental Protection Agency in accordance with the provisions of the TSC Act and the regulations issued thereunder (each as supplemented and/or amended from time to time). Supplier further represents, warrants, and covenants that all color additives covered under this Purchase Order shall be manufactured by Supplier and (where color additive regulations require certification) are from batches certified in accordance with the applicable regulation promulgated under the FDC Act or TSC Act, as applicable.

(b) No Debarment. Supplier represents, warrants, and covenants that Supplier: (i) has not been debarred by any governmental authority; (ii) is not subject to debarment by a governmental authority; or (iii) shall not use, in any capacity, in connection with the delivery of the Products or the Services performed under this Purchase Order, any person or entity who or that has been debarred, or to Supplier's knowledge, is the subject of debarment proceedings by any governmental authority. If Supplier learns that a person or entity performing on its behalf under this Purchase Order has been debarred by any governmental authority, or has become the subject of debarment proceedings by any governmental authority, Supplier shall so promptly notify Pfizer and shall prohibit such person or entity from performing on its behalf under this Purchase Order.

(c) Anti-Bribery/Anti-Corruption Breach. Supplier 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 (as defined below) or any other person in order to gain an improper business advantage and has not accepted, and will not accept in the future, such a payment. For purposes of this Purchase Order, a "Government Official" is broadly defined as and includes: (i) any elected or appointed government official (e.g., a member of a ministry of health); (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; and (v) any person otherwise categorized as a government official under local law; where "government" is meant to include all levels and subdivisions of non-US governments (i.e., local, regional, or national and administrative, legislative, or executive).

(d) U.S. Customs – Trade Partnership Against Terrorism (“C-TPAT”).

(i) Supplier has reviewed its supply chain security procedures and these procedures and their implementation are, and shall remain during the term of this Purchase Order, in accordance with the importer security criteria set forth by the Customs-Trade Partnership Against Terrorism (“C-TPAT”) program of the U.S. Bureau of Customs and Border Protection. Supplier represents and warrants that it has developed and implemented, or shall develop and implement within sixty (60) days of the date of this Purchase Order, procedures for periodically reviewing and, if necessary, improving its supply chain security procedures to assure compliance with C-TPAT security criteria.

(ii) Supplier acknowledges that Pfizer is a certified member of C-TPAT. Importers that have joined C-TPAT are expected to have substantially fewer of their imports inspected and, hence, fewer supply chain delays (the “C-TPAT Benefits”). As a C-TPAT member, Pfizer is required to make periodic assessment of its international supply chain based upon C-TPAT security criteria. Supplier agrees to conduct an annual security audit at each of its facilities and to take all necessary corrective actions to ensure the continued participation of Pfizer in C-TPAT. Supplier agrees to share with Pfizer the results of such annual audits and agrees to prepare and submit to Pfizer a report on the corrective actions taken in response thereto. In addition, Pfizer may audit Supplier’s records and facilities for the purpose of verifying that Supplier’s procedures are in accordance with the C-TPAT security criteria, and Supplier shall provide Pfizer with access to Supplier’s records and facilities reasonably necessary for the purpose of conducting such audit. Supplier agrees to notify Pfizer of any event that has resulted in or threatens the loss of its C-TPAT Benefits (if it is a member of the C-TPAT program) or alternatively jeopardizes Pfizer’s retention of its own C-TPAT Benefits. In an effort to secure each part of the supply chain, if Supplier is not already a member, Supplier agrees to work in good faith to become a member of the C-TPAT program, if Supplier is organized or incorporated in the United States, Mexico or Canada, or the equivalent supply chain security program criteria administered by the customs administration in Supplier’s home country if Supplier is not organized or incorporated in the United States, Mexico or Canada.

(e) Conflicts. The execution, delivery and performance of this Purchase Order by Supplier does not conflict with any agreement, instrument or understanding, oral or written, to which it is a party or by which it may be bound, and does not violate any law or regulation of any court, governmental body or administrative or other agency having authority over Supplier. Supplier is not currently a party to, and during the term of this Purchase Order will not enter into, any agreements, oral or written, that are inconsistent with its obligations under this Purchase Order.

(f) Authority. Supplier is validly existing and in good standing under the laws of the jurisdiction of its organization and has the power and authority to enter into this Purchase Order. This Purchase Order has been duly executed and delivered by Supplier and constitutes the valid and binding obligation of Supplier, enforceable against it in accordance with its terms except as enforceability may be limited by bankruptcy, fraudulent conveyance, insolvency, reorganization, moratorium and other laws relating to or affecting creditors’ rights generally and by general equitable principles. The execution, delivery and performance of this Purchase Order have been duly authorized by all necessary action on the part of Supplier, its officers and directors.

(g) No Actions Pending. There is no action, suit or proceeding, at law or in equity, before or by any court or governmental authority, pending or, to the best of Supplier’s knowledge, threatened against Supplier, wherein an unfavorable decision, ruling or filing would materially adversely affect the performance by Supplier of its obligations hereunder or the other transactions contemplated hereby, or which, in any way, would adversely affect the enforceability of this Purchase Order, or any other agreement or instrument entered into by Supplier in connection with the transactions contemplated hereby. In the event Supplier becomes aware of such action, suit or proceeding, Supplier shall immediately notify Pfizer.

(h) Cooperation/Coordination with Third Party Vendors. Supplier acknowledges that Pfizer may, during the course of this Purchase Order, work with one or more other third party consultants and service providers from time to time in connection with this Purchase Order. Supplier shall reasonably cooperate with all such third parties as Pfizer may request from time to time.

7. **INDEMNIFICATION**

(a) To the fullest extent permitted by applicable Law, Supplier hereby agrees to defend, indemnify, and hold harmless Pfizer, its affiliates (and their respective directors, officers, employees, agents, successors and assigns)

(each, an “Indemnified Party”) from and against any and all claims, liabilities of every kind, including liability based on contributory, vicarious, or any other doctrine of secondary liability, or character, (collectively, “Losses”) arising out of or relating to any and all claims, liabilities, liens, demands, obligations, actions, proceedings, suits, causes of action of every kind (regardless of whether or not such Losses are caused in part by a party indemnified hereunder) arising out of or related to: demands, damages, judgments, awards, settlements, expenses, or losses, including costs of litigation and reasonable attorneys’ fees, arising, directly or indirectly, from: (i) the acts or omissions of Supplier or Supplier Personnel in connection with the provision of the Services or Products under this Purchase Order; (ii) any individual’s (including any Supplier Personnel’s) prospective, then-current or former employment by Supplier, including (A) any claim arising under occupational health and safety, worker’s compensation, ERISA or other applicable Law, (B) any claim based on or arising out of any theory that Pfizer is an employer or joint employer of any Supplier Personnel, (C) any claim arising out of any termination or separation from Supplier; and (D) any claim arising out of Supplier’s failure to pay any of its Personnel (iii) a breach by Supplier of the representations, warranties, covenants, and any other provisions set forth in this Purchase Order Terms and Conditions, including, but not limited to, any confidentiality, privacy and/or security obligation stated in Section 5 above and the obligations to comply with Laws; (iv) any claim charging that Supplier’s provision or Pfizer’s purchase or use of the Products or Services provided under this Purchase Order constitutes misappropriation or infringement of any Intellectual Property Rights (as defined in Section 11 below) or breach of a confidential relationship (v) injury to or death of any person or damage to any property resulting from and/or caused by Supplier or its Personnel in connection with the Supplier’s performance or non-performances of Supplier’s obligations under this Purchase Order and (vi) Supplier’s failure to require any consultant or subcontractor to be insured as set forth under the terms of this Purchase Order. If the Products or Services, or the use of such Products or Services, are held to constitute an infringement or misappropriation and their sale or use is enjoined, Supplier shall, at Supplier’s expense and option, either procure for Pfizer the right to continue to use such Products or Services, or replace the same with equivalent non-infringing Products or Services, or modify the same so they become equivalent non-infringing Products or Services; except that if the foregoing is not commercially practicable or upon request by Pfizer, Supplier shall refund to Pfizer all fees paid by Pfizer under this Purchase Order for such Products or Services and those Products or Services that are dependent thereon.

(b) Supplier shall keep the Indemnified Party fully informed concerning the status of any litigation, negotiations or settlements of any claim, demand or action for which the Indemnified Party seeks indemnification hereunder. The Indemnified Party shall be entitled, at its own expense, to participate in any such litigation, negotiations and settlements with counsel of its own choosing. Supplier shall not have the right to settle any claim without the prior written consent of the Indemnified Party. This Section 7 shall not be construed to limit or exclude any other claims or remedies at law or in equity that an Indemnified Party may assert.

8. INSURANCE

(a) Prior to the commencement of any performance under this Purchase Order, Supplier shall provide and maintain such insurance coverage, in minimum types and amounts as described below in this Section, as will protect it and Pfizer (including Pfizer affiliates, its and their employees, directors, officers, shareholders and agents) from all claims which may arise out of or result from Supplier’s performance under this Purchase Order, whether such operations be by itself or by its subcontractors, agents or representatives or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable.

(i) Any and all deductibles for such insurance policies shall be assumed by, for the account of, and at Supplier’s sole risk. All deductibles and self-insured retention amounts must be acceptable to and approved, in writing (if required), by Pfizer.

(ii) Such insurance policies shall be primary and non-contributing with respect to any other similar insurance policies available to Pfizer or its affiliates. Except for Workers Compensation/Employers’ Liability and Professional Liability/Errors & Omissions insurance, all such policies shall include Pfizer and its affiliates and any other such entities as Pfizer may reasonably request, as additional insureds. All such policies shall provide a waiver of subrogation in favor of Pfizer and its affiliates.

(iii) Supplier shall furnish to Pfizer original certificates and additional insurance endorsements evidencing the specified insurance coverage, prior to beginning performance under this Purchase Order, and at contract renewal or expiration of any one coverage, whichever occurs first. If requested by Pfizer, copies of the insurance policies, themselves will be provided. Such certificates shall provide that not less than thirty (30) days’ prior written notice of any policy cancellation, or material change shall be

given to Pfizer. The Certificate(s) of Insurance shall be signed by a person authorized by the insurer(s) to bind coverage on its (their) behalf. Supplier shall provide, pay for, and maintain in effect the policies with minimum "A" A.M. Bests rated insurance carriers, or insurance companies satisfactory to Pfizer. Coverage shall be maintained for the duration of this Purchase Order or as specified below, whichever is longer.

(b) The insurance required under Section 8(a) above shall be written for not less than any limits of liability specified herein or as required by law, whichever is greater. Supplier shall have the right to provide the total limits required by any combination of primary and Umbrella/Excess coverage; said insurance to include, without limitation, the following:

(i) Insurance for liability under the Workers' Compensation or occupational disease laws of any state or other jurisdiction in which obligations of Supplier are performed (or be a qualified self-insurer in those states and jurisdictions) or otherwise applicable with respect to persons performing on behalf of Supplier and Employer's Liability insurance covering all claims by or in respect to the employees of Supplier and all of its subcontractors, agents and representatives, providing:

1. Coverage for the statutory limits of all claims under the applicable State Workers' Compensation Act or Acts. If the Supplier's performance will result in exposures under the U.S. Longshoreman's Act and its amendments (work dockside or on water), the Jones Act (involving seaman, masters and crew of vessels) or the Federal Employer's Liability Act (railroad exposure), coverage shall be extended to include insurance coverages mandated thereby;
2. Employer's Liability Insurance with a limit of not less than \$1,000,000;
3. Voluntary Compensation insurance covering all employees not subject to the applicable state Workers' Compensation Act or Acts.

(ii) Commercial General Liability insurance with the following limits and forms/endorsements:

Each Occurrence	\$2,000,000
Completed Operations Aggregate	\$2,000,000

1. Occurrence form including premises and operations coverage, completed operations, broad form property damage, coverage for independent contractors, personal injury coverage, blanket contractual liability, explosion, collapse, and underground ("XCU") and watercraft liability coverage if any of the Supplier's performance is on or near a body of water.
2. Completed operations coverage shall be maintained for a period of three (3) years following the date that this Purchase Order is completed and accepted.
3. ISO Endorsement CG20101185 including Pfizer and its affiliates as additional insureds with respect to any legal liability of Pfizer or its affiliates, arising out of the Supplier's performance of this Purchase Order.

(iii) Automobile and Truck Liability Insurance: \$2,000,000 combined single limit for bodily injury and property damage arising out of all owned, non-owned and hired vehicles. This must cover all automotive and truck equipment used in the Supplier's performance both on and off the Pfizer's property, and must include the loading and unloading of same.

(iv) In the event Supplier is furnishing design services or other professional services, Supplier shall obtain Professional Liability or Errors & Omissions Insurance for the Services. Such insurance shall have a limit of \$5,000,000 per occurrence. Coverage shall be maintained for a period of (3) years following final completion and acceptance of the Products and Services specified in this Purchase Order.

(v) Umbrella (Excess) Liability Coverage (follow form) in an amount not less than \$3,000,000 per occurrence.

(vi) If Supplier has care, custody or control of Pfizer property or inventory, Supplier shall be responsible for any loss or damage to it, and provide all risk Property Coverage at full replacement cost for same.

(c) Acceptance of Insurance Certificate. Acceptance of any insurance certificate by Pfizer shall not constitute acceptance of the adequacy of coverage, compliance with the requirements of this Purchase Order or serve as an amendment to this Purchase Order.

9. **LIMITATION OF LIABILITIES**

Notwithstanding the form (e.g., contract, tort or otherwise) in which any legal or equitable action may be brought, under no circumstances shall Pfizer or its affiliates be liable for consequential, indirect, special, punitive, or incidental damages or lost profits, whether foreseeable or unforeseeable, based on claims of Supplier or any other party arising out of breach or failure of express or implied warranty, breach of contract, misrepresentation, negligence, strict liability in tort, failure of any remedy to achieve its essential purpose, or otherwise.

Notwithstanding the form (e.g., contract, tort or otherwise) in which any legal or equitable action may be brought, in no event shall Pfizer or its affiliates be liable for any damages or losses that exceed, in the aggregate, the amount of fees paid and payable by Pfizer for the Products or Services that gave rise to such damages or losses for each respective breach or series of related breaches. This Section 9 shall not apply only when and to the extent applicable Law specifically requires liability despite the foregoing disclaimer, exclusion and limitation.

10. **TERM AND TERMINATION**

(a) Term. This Purchase Order shall commence upon Supplier's acceptance of this Purchase Order and shall continue through Pfizer's acceptance of such Services or Products, as may be further specified in this Purchase Order.

(b) Termination. In addition to Pfizer's termination rights set forth elsewhere herein, Pfizer may terminate this Purchase Order, in whole or in part, in its sole discretion: (i) upon fifteen (15) days prior written notice to Supplier for any reason; (ii) immediately upon written notice to Supplier if Supplier breaches this Purchase Order; (iii) if reasonable grounds for insecurity arise with respect to Supplier's performance and Supplier fails to furnish adequate assurances within five (5) days after written demand by Pfizer for such assurance; or (iv) immediately upon written notice to Supplier if Supplier becomes insolvent or otherwise makes an assignment for the benefit of creditors, commits an act of bankruptcy or files or has filed against it a petition in bankruptcy or reorganization proceedings. During any notice period, Supplier shall cease to provide the cancelled Services or Products, as the case may be, to Pfizer as soon as commercially practicable after receiving such notice.

(c) Termination for Breach of Anti-bribery/Anti-Corruption Representation. Pfizer may terminate this Purchase Order effective immediately upon notice to Supplier, if Supplier (i) breaches any of the representations and warranties set forth in Section 6(a)(C) and (c) or (ii) if Pfizer learns that (a) improper payments are being or have been made or offered to Government Officials (as defined in Section 6(c)) or any other person by the Supplier or those acting on behalf of the Supplier with respect to this Purchase Order or (b) that the Supplier or those acting on behalf of the Supplier with respect to this Purchase Order has accepted any payment, item, or benefit, regardless of value, as an improper inducement to award, obtain or retain business or otherwise gain or grant an improper business advantage from or to any other person or entity. Further, in the event of such termination, Supplier shall not be entitled to any further payment, regardless of any activities undertaken or agreements with additional third parties entered into by Supplier prior to such termination, and Supplier shall be liable for damages or remedies as provided by this Purchase Order, at law or in equity.

(d) Effect of Termination/Expiration. Upon termination or expiration of this Purchase Order: (i) Pfizer shall be entitled to the ownership, possession, use and license of any and all work in process under this Purchase Order to which it is entitled pursuant to Section 11 below; (ii) Supplier shall invoice Pfizer for all outstanding fees and expenses incurred for Services satisfactorily performed and/or Products delivered under this Purchase Order through and including the date of any such termination or expiration; and (iii) Supplier shall comply with its obligations under Section 5(c) above.

(e) Survival. The provisions of Sections 1(b) and (c), 4-7, 9, 10(c) and (d), 11-12 and any other provisions which are expressly or by implication intended to continue in force after such termination or expiration shall survive the termination of this Purchase Order.

11. INTELLECTUAL PROPERTY

For all work products and deliverables created under this Purchase Order through the performance of the Services, Supplier and Supplier Personnel hereby assign and transfer to Pfizer all rights to possession of, and all right, title, and interest, including all patent, copyright, trademark, trade secret and other proprietary and intellectual property rights ("Intellectual Property Rights") in and to such work products and deliverables created under this Purchase Order, in whatever form or medium captured, and in and to all physical and electronic materials, papers, and documents (including drawings), hereinafter referred to as "Works," and copies, abstracts, and summaries thereof, which are developed or conceived or which may come into their possession in any manner by reason of the provision of Services under this Purchase Order. Supplier shall promptly disclose to Pfizer any Works known to Supplier or Supplier Personnel, and all such Works shall be deemed to be "works made for hire" exclusively for Pfizer, with Pfizer having sole ownership of such Works and the sole right to obtain and to hold in its own name any Intellectual Property Rights therein and thereto. Supplier hereby agrees to give Pfizer or any person designated by Pfizer at Pfizer's expense, all reasonable assistance required to perfect the rights hereinabove defined. Supplier represents, warrants and covenants that it has caused or will cause all Supplier Personnel to enter into an enforceable agreement with Supplier prior to their performance of any Services, which agreement includes appropriate confidentiality, assignment of work product and invention provisions to effectuate the provisions of this Purchase Order. Notwithstanding the foregoing provisions, Pfizer's ownership rights do not apply or extend to any of the following (collectively, the "Supplier Property"): (i) any methodologies, methods of analysis, ideas, concepts, know-how, models, tools, techniques, skills, knowledge and experience or other materials or property owned or licensed by Supplier before the provision of the Services under this Purchase Order; (ii) any improvements or other modifications to any of the foregoing that Supplier creates during the performance of the Services under this Purchase Order without the use of any of Pfizer's Confidential Information or Intellectual Property Rights; or (iii) any of the Intellectual Property Rights in or to any of the items described in the preceding clauses (i) and (ii). All right, title, and interest in and to the Supplier Property is and shall remain in Supplier, and Supplier shall not be restricted in any way with respect to the Supplier Property. However, to the contrary, to the extent that any Supplier Property is incorporated into or embodied in any of the Works, or covers or controls any of the Works, or is necessary in order to fully and freely use any of the Works, Supplier hereby grants to Pfizer and its affiliates a perpetual, irrevocable, worldwide, royalty-free, non-exclusive license, with the right to grant sublicenses, to (A) use such Supplier Property solely as part of or in connection with such Works or any derivative work based upon such Works, and (B) to modify such Supplier Property, solely to the extent such modification is necessary in connection with the creation of a derivative work based upon such Works.

12. MISCELLANEOUS

(a) Use of Pfizer Trademark/Name; Publicity. Supplier shall not issue any press release or other publicity materials, or make any presentation with respect to the existence of this Purchase Order or the terms and conditions hereof without the prior written consent of Pfizer in each instance. Supplier shall not publicize or use any name, trade name, service marks, trademarks, trade dress or logos of Pfizer (or any of its affiliates) nor identify Pfizer (or any of its affiliates) as a customer without Pfizer's prior written consent in each instance. This restriction shall not, however, apply to the extent that any such disclosures are required by applicable Laws, including as may be required in connection with any filings required to be made with the United States Securities and Exchange Commission or by the disclosure policies of a major stock exchange.

(b) Governing Law; Venue. The validity, interpretation and performance of this Purchase Order shall be governed by and construed in accordance with the laws of the State of New York without regard to the principles of conflicts of law. THE PARTIES 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 PURCHASE ORDER. All actions and proceedings under this Purchase Order shall be brought exclusively in a state or federal court of competent subject matter jurisdiction in the County of New York in the State of New York.

Each Party hereby waives (i) any objection which it may have at any time to the venue of the proceedings in any such court, (ii) any claim that such proceedings have been brought in an inconvenient forum and (iii) the right to object, with respect to such proceedings, that such court does not have any jurisdiction over such Party. IN ANY CONTROVERSY OR CLAIM, WHETHER BASED IN CONTRACT, TORT OR OTHER LEGAL THEORY, ARISING OUT OF OR RELATING TO THIS PURCHASE ORDER, ITS NEGOTIATION, ENFORCEABILITY OR VALIDITY, OR THE PERFORMANCE OR BREACH HEREOF OR THE RELATIONSHIPS ESTABLISHED HEREUNDER, ALL PARTIES HEREBY WAIVE THEIR RIGHT TO TRIAL BY JURY.

(c) **Relationship of the Parties.** Pfizer engages Supplier only for the purposes and to the extent set forth in this Purchase Order and, accordingly, Supplier shall not be considered a partner, co-venturer, agent, employee, or representative of Pfizer, but shall remain in all respects an independent contractor. Neither Pfizer nor Supplier shall have any right or authority to make or undertake any promise, warranty or representation, to execute any contract, or otherwise to assume any obligation or responsibility in the name of or on behalf of the other party. Neither Pfizer nor Supplier shall be deemed a joint employer of the other's employees, each party being responsible for any and all claims by its employees. Neither Party's employees shall be deemed "leased" employees of the other for any purpose.

(d) **Assignment; Subcontracting.** This Purchase Order or any right or obligation arising therefrom shall not be assigned or transferred by Supplier in the absence of Pfizer's prior written consent thereto and any purported assignment or transfer absent such consent shall be automatically deemed null and void. Supplier shall not delegate or subcontract any of its obligations or responsibilities under this Purchase Order to any third party (including to an affiliate of Supplier) without Pfizer's prior written permission. No delegation or subcontracting by Supplier hereunder shall relieve Supplier of any of its obligations or responsibilities under this Purchase Order and Supplier shall remain responsible for obligations, services and functions performed by its subcontractors to the same extent as if they were performed by Supplier.

(e) **Force Majeure.** No Party shall be liable for any failure to perform or any delays in performance, and no Party shall be deemed to be in breach or default of its obligations set forth in this Purchase Order, if, to the extent and for so long as, such failure or delay is due to any causes that are beyond its reasonable control and not to its acts or omissions, including, without limitation, such causes as acts of God, natural disasters, flood, severe storm, earthquake, civil disturbance, lockout, riot, order of any court or administrative body, embargo, acts of government, war (whether or not declared), acts of terrorism, or other similar causes ("Force Majeure Event"). For clarity, raw material price increases, unavailability of raw materials, and labor disputes shall not be deemed a Force Majeure Event. In the event of a Force Majeure Event, the Party prevented from or delayed in performing shall promptly give notice to the other Party and shall use commercially reasonable efforts to avoid or minimize the delay. The Party affected by the other Party's delay may elect to: (a) suspend performance and extend the time for performance for the duration of the Force Majeure Event, or (b) cancel all or any part of the unperformed part of this Purchase Order.

(f) **Severability.** If and solely to the extent that any court or tribunal of competent jurisdiction holds any provision of this Purchase Order to be unenforceable in a final non-appealable order, such unenforceable provision shall be stricken and the remainder of this Purchase Order shall not be affected thereby. In such event, the parties shall in good faith attempt to replace any unenforceable provision of this Purchase Order with a provision that is enforceable and that comes as close as possible to expressing the intention of the original provision.

(g) **Waiver; Partial Invalidity.** The failure of Pfizer to insist in any instance upon strict performance by Supplier of any provision of this Purchase Order shall not be construed as a continuing waiver of such item, or waiver of any other provision of this Purchase Order or any corresponding Agreement. If any provision of this Purchase Order shall be held illegal or unenforceable by any governmental authority having jurisdiction over this Purchase Order, the validity of the remaining portions shall not be affected thereby.

(h) **Headings.** Headings are included herein for convenience of reference only, and shall not constitute a part of this Purchase Order or change the meaning of this Purchase Order.

[End of Purchase Order Terms and Conditions]