

PFIZER LABORATORIES PFE (PTY) LTD
STANDARD TERMS AND CONDITIONS OF PURCHASE
("these Terms")

1. Interpretation and Definitions

In these Terms:

"the Contract" shall mean the contract between Pfizer and the Supplier 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 specified or referred to in the Purchase Order. The parties agree that any such other agreements or 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.

"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 governmental 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 or 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 organization;
- (v) any member of a royal family or member of the military; and
- (vi) any individual otherwise categorized 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).

"the Purchase Order" means the computer-generated order placed by Pfizer for the supply of Goods and/or Services emanating from Pfizer's accounting system.

"the Supplier" means the supplier named on the Purchase Order.

Unless expressly agreed in writing between the parties, no printed standard 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. Purchase Orders

- 2.1 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.
- 2.2 Subject to clause 4.1, each order issued by Pfizer shall reflect a description of the Goods or Services ordered and the quantity and current price thereof.
- 2.3 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.
- 2.4 Notwithstanding anything to the contrary contained herein or the Agreement, in the event that –
 - (i) an invoice in respect of Goods or Services is a variation of more than 10% (negative or positive) in the total price for the Goods or Services in comparison with the corresponding Purchase Order, the Purchase Order will be invalid and a new Purchase Order will need to be generated to correspond with the invoice;
 - (ii) there is an amendment to the order placed with the Supplier, the corresponding Purchase Order will need to be amended to reflect such amendment in order for it to remain valid; and
 - (iii) the order, pursuant to which the Purchase Order was generated, is cancelled, the corresponding Purchase Order will no longer be valid.

3. Delivery

- 3.1 The Goods and Services shall be delivered and performed on the date(s) specified in the Contract, and in any event, or in the case where no date has been specified, within 3 months of the order being placed. Subject to clause 2.3, 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 the Services cannot be delivered on or before that date, Pfizer may terminate the Contract in whole or in part without prejudice to any of its other rights under the Contract.
- 3.2 Unless otherwise specified in the Contract, the Supplier shall pay all shipping, packing, crating and cartage charges associated with the delivery of the Goods and Services.
- 3.3 Pfizer shall, on reasonable notice, allow the Supplier such access to its premises and shall provide such facilities as the Supplier may reasonably require in order to perform the Services. The Supplier shall ensure that, to the extent the Services are to be performed

at Pfizer's premises, the Supplier'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 borne by the Supplier.

4. Direct Deliveries

- 4.1 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.
- 4.2 In order to qualify for payment by Pfizer, and in addition to its invoices and other documents complying with the provisions of the Agreement, the Supplier's delivery note in respect of a direct delivery shall:-
- (i) 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);
 - (ii) reflect the name, capacity and signature of the person signing the delivery note;
 - (iii) contain an acknowledgement that the Goods and/or Services concerned were received (or rendered, as the case may be) in a satisfactory condition;
 - (iv) not reflect the price payable in respect of the Goods and/or Services concerned.
- 4.3 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.

5. Quality and Inspection

- 5.1 The Supplier warrants that:
- (i) 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 the extent that such purposes are known or should reasonably be known to the Supplier;
 - (ii) 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;
 - (iii) 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, notwithstanding 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.

6. Passing of Property and Risk

Subject to clause 5.2, the property and risk in Goods shall pass to Pfizer when the Goods are delivered to it.

7. Invoices and Credit Notes

- 7.1 The Supplier shall be required to print a separate invoice for each order and each invoice must:-
- (i) reflect Pfizer's relevant order number thereon;
 - (ii) reflect the same price as stipulated in Pfizer's relevant order;
 - (iii) stipulate the name and delivery address set forth in Pfizer's relevant order.
 - (iv) reflect Supplier Vat Registration number;
 - (v) reflect Supplier banking details; and
 - (vi) reflect the relevant VAT reference number as follow:

Pfizer Laboratories PFE (Pty) Ltd
VAT Number: 4580271080

- 7.2 All invoices issued by the Supplier must be delivered to the following address:

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

- 7.3 Goods ordered must be received before the invoice is issued.
- 7.4 If any invoice is not paid, the Supplier shall confirm with Pfizer's relevant branch that:-
- (i) a valid order was placed in respect of that branch;
 - (ii) 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;
 - (iii) the branch concerned is satisfied with the quantity, quality and condition of the Goods or Services;
- 7.5 All credit notes issued by the Supplier must reflect:-
- (i) Pfizer's relevant order number;
 - (ii) the Supplier's relevant invoice number;

8. Statements, claims and credit notes

- 8.1 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.
- 8.2 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.
- 8.3 Pfizer will be entitled to raise a claim 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:-
- (i) if the wrong item has been supplied or the item is defective or rejected, the item will be returned and a claim raised;
 - (ii) if there has been an over-supply, the excess will be returned and a claim raised;
 - (iii) if the incorrect price is reflected on the invoice, a claim will be raised;
 - (iv) 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;
 - (v) the Supplier will, upon receipt of the remittance advice issue an appropriate credit note in the amount of the claim;
 - (vi) 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.
- 8.4 All statements and credit notes issued by the Supplier must be sent to:-

Pfizer Laboratories PFE (Pty) Ltd
P O Box 783720
Sandton 2146
Attention: Finance Department

9. Contract Price and Payment

- 9.1 Unless otherwise expressly agreed in writing, the price for the Goods and Services stated in the Contract shall be fixed and shall include all tax costs (except VAT), expenses and charges (including delivery and insurance) chargeable in respect of the Goods and/or Services. Unless otherwise agreed in writing, payment for the Goods and/or Services shall occur in sixty (60) calendar days 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 and that the statement is correct and properly drawn. Payments on statements received late will be prioritised behind those made on statements received on time.
- 9.2 Without limiting the instances in which payment shall not be tendered, the parties expressly record that no payment will be tendered in respect of the following instances--
- (i) Goods or Services supplied which do not accord with the particulars reflected in the relevant order;
 - (ii) any invoice that does not comply with the requirements set out in the Agreement; or
 - (iii) Goods or Services which have been rejected by Pfizer in terms of the Agreement.

10. Termination/ Rejection

- 10.1 Pfizer may postpone or cancel delivery and/or performance by written notice given to the Supplier at any time before delivery and/or performance.
- 10.2 If the Supplier defaults in any of its obligations under the Contract, becomes insolvent, has been placed under business rescue or is compulsorily or voluntarily wound up or if Pfizer bona fide believes that any of such events may occur Pfizer shall be entitled, at its discretion without prejudice to any other remedy, to suspend performance of or terminate the Contract. In the event of termination Pfizer may keep possession of any Goods and may enter any premises of the Supplier to recover Goods and/or any other items belonging to Pfizer.
- 10.3 Without prejudice to any other remedy, if the Supplier breaches any of the terms of the Contract, Pfizer may, at its election:
- (i) Reject and return the Goods in whole or in part at the Supplier's cost within a reasonable time after delivery notwithstanding prior payment (risk in the Goods shall revert to the Supplier upon such rejection);
 - (ii) Permit the Supplier to repair or reinstate the Goods or re-perform the Services so that they conform with the Contract; and/or
 - (iii) Carry out or have carried out at the Supplier's expense such work as is necessary to conform the Goods and/or Services to the Contract.

10.4 In view of the damage that may be caused to Pfizer's business by association with any unethical behaviour, Pfizer shall be entitled to end the Contract immediately by written notice to the Supplier if clause 16 is breached or if Pfizer discovers that improper payments are being or have been made to any Government Official by or on behalf of the Supplier (whether in connection with the Contract or not).

10.5 If Pfizer terminates the Contract the Supplier shall promptly return to Pfizer all payments already made for the rejected Goods and/or Services. Where on termination Pfizer elects to keep or take any Goods, it shall pay an appropriate pro rata amount reflecting the value of the Goods or Services taking in to account the breach, but otherwise no compensation shall be payable to the Supplier on termination or rejection.

11. Confidentiality

The Supplier will not, without Pfizer's prior written consent, disclose to or use to the 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.

12. Assignment and Sub Contracting

The Supplier shall not sub-contract or assign any of its obligations or rights under the Contract without Pfizer's prior written consent.

13. Free Issue Materials

If Pfizer for the purposes of the Contract issues materials free of charge to the Supplier, such materials shall be and remain the property of Pfizer. The Supplier shall maintain the materials in good order and condition subject to fair wear and tear. The Supplier shall use such materials solely in connection with the Contract and any surplus materials shall be disposed of or returned as Pfizer directs. Damage or waste of materials arising from bad workmanship or negligence of the Supplier shall be at the Supplier's expense.

14. Inventions

14.1 Any invention or discovery (whether patentable or not), copyright, design right or confidential know-how ("IPR") conceived, produced or reduced to practice by the Supplier in carrying out its duties under the Contract which relates to Pfizer's business or is based on information or materials provided by Pfizer shall be Pfizer's exclusive property.

14.2 No royalty or other payment will be due from Pfizer in respect of such IPR and the Supplier will at Pfizer's request and expense, assign to Pfizer its title to any such IPR and to any patent applications made thereon, and will execute all instruments necessary for the filing and prosecution of patent applications in any country or any division, continuation or partial continuation thereof or for any re-issue of any patent issued on any such application.

15. Data Protection

The Supplier shall ensure that it, its employees, agents and permitted sub-contractors shall observe the requirements of the Protection of Personal Information Act, 2013. If the Supplier is required under the Contract to process on Pfizer's behalf any personal data relating to Pfizer's customers or any other party, the Supplier will only do so in accordance with Pfizer's instructions and shall take all appropriate technical and organisational measures to prevent unauthorised or unlawful processing or accidental loss or destruction of, or damage to, such data.

16. Anti-Corruption Provisions

16.1 The Supplier represents, warrants and undertakes to Pfizer that:

- (i) Supplier 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;
- (ii) Supplier has not and will not in the future directly or indirectly offer or 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;
- (iii) Supplier has been provided with a copy of Pfizer's International Anti-Bribery and Anti-Corruption Principles and has communicated such Principles to all persons acting on its behalf in connection with work for Pfizer, including agents or subcontractors;
- (iv) Any information provided by Supplier to Pfizer in connection with Pfizer's anti-corruption due diligence is complete, truthful and accurate and Supplier agrees to inform Pfizer if any responses in the due diligence questionnaire with respect to the Supplier or any individuals identified in the due diligence questionnaire or their Family Relatives, as defined therein, change during the performance of this agreement;
- (v) Supplier 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;
- (vi) Supplier 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, papers, and records of Supplier involving transactions related to the agreement. Where the agreement involves clinical studies, the contract shall include acceptable safeguards to ensure confidentiality;

- (vii) If required by Pfizer, Supplier will complete and submit to Pfizer, the Third Party Annual Compliance Certification (Appendix 9) at an annual interval, upon request by Pfizer;
- (viii) If required by Pfizer, Supplier agrees that upon request of Pfizer, any persons acting on behalf of Supplier in connection with work for Pfizer, will complete anti-corruption training provided by Pfizer, and will notify Pfizer of any persons that require such training, at the time of contracting and during the term of the engagement; and
- (ix) If required by Pfizer, Supplier agrees to follow Pfizer's My Anti-Corruption Policy and Procedures (MAPP) in connection with its performance under this agreement, including requiring relevant employees of Supplier, as determined by Pfizer, to complete training on anti-corruption and/or MAPP provided by Pfizer.

16.2 Pfizer may terminate the contract if Supplier breaches any of the above Representations and Warranties. In the event of termination, Supplier shall not be entitled to any further payment, regardless of any activities undertaken or agreements entered into prior to termination, and Supplier shall be liable for damages or remedies as provided by law. Further, 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.

17. General

Pfizer shall not under any circumstances be liable for lost profits or any indirect or consequential loss of the Supplier.

The failure of a party to enforce any provision of the Contract shall not constitute a waiver nor affect its right to enforce such and every other provision.

The Supplier shall not without Pfizer's written consent advertise, publicly announce or provide to any other party information relating to the existence of the Contract or use Pfizer's name in any format for any promotion, publicity, marketing or advertising purpose.

No variation or alteration of any kind to the Contract can be made except in writing duly signed on behalf of each party.

A person who is not a party to the Contract shall not have any rights under or in connection with it. The Contract shall be governed by and construed in accordance with the laws of the Republic of South Africa.