

## **GENERAL PURCHASE TERMS**

### **1. Definitions**

“Contract” means the contract between Pfizer Company (see Annex 1, hereafter referred to as the Purchaser) and the Supplier, which shall consist of the Purchase Order, these general purchase terms, the specification and such other terms referred to in the Purchase Order. “Deliverables” means the goods and/or services described in the Purchase Order. “Purchase Order” means the order described in Pfizer’s order form for the supply of the Deliverables incorporating these general purchase terms. “Supplier” means the supplier described in the Purchase Order.

### **2. Purchase Orders**

Only orders placed using the Purchaser’s Order form shall be accepted by the Supplier, whether said Purchase Order is sent by mail, fax, e-mail or any other (electronic) communication tool. Verbal orders are invalid.

### **3. Acceptance of Purchase Order**

The Suppliers, with exception of the e-VMI (= electronic Vendor Managed Inventory) Suppliers, have the obligation to acknowledge receipt of the Purchase Order within a period of 10 calendar days from the date of the receipt of the Purchase Order and they have to accept the Purchase Order by fax, e-mail or any other electronic communication tool. The Purchaser may cancel any Purchase Order not accepted within this period, without such cancellation giving any right to claim compensation. Any other terms referred to in the Purchase Order shall take precedence over these general purchase terms in the event of a conflict. No terms or conditions of the Supplier which appear on any order confirmation, invoice, delivery note or other documentation relating to the Deliverables shall form part of the Contract and the Supplier waives any rights that it might otherwise have to rely on such terms and conditions.

### **4. Packaging – Marking**

Ownership of the packaging shall transfer to the Purchaser without the Supplier being able to claim its value. Any damage caused to the Deliverables due to lack of suitable protection shall be borne by the Supplier.

The Deliverables shall be accompanied by a dispatch note which identifies the Supplier’s full name and address, the Purchase Order number, the description of the Deliverables, the Purchaser’s product code, the quantity delivered per box and per pallet, as well as all markings required by Belgian and European regulations. The Purchaser reserves the right to return any Deliverables that arrive without a dispatch note at the expense and risk of the Supplier, and in any case to have him bear any charges and expenses due to the lack of information upon the arrival of the consignments.

## **5. Delivery**

- 5.1 The Deliverables shall be delivered according to the stipulations of the Incoterms 2000 (see delivery specifications per legal entity in Annex 1) unless any other conditions were agreed upon in the Contract.
- 5.2 The agreed period fixed in the Contract must be strictly adhered to. The delivery date is understood to be the date on which the Deliverables are delivered to the delivery address stipulated on the Purchase Order.
- 5.3 The Deliverables shall be delivered carriage free to the Purchaser's stores. They are transported at the Supplier's own risk until delivery to the Purchaser is complete (including off-loading and stacking in the case of goods). The insurance of the Deliverables shall be covered by the Supplier.

## **6. Defects - Acceptance**

- 6.1 The Supplier guarantees that the supplied Deliverables are free from all visible and hidden defects, that they are in conformity with the stipulations of the agreement, with the highest state of the technology, with all statutory and administrative provisions, and with the highest requirements of usefulness, reliability and life span.
- 6.2 The acceptance of the delivered Deliverables shall only take place after full inspection in the Purchaser's factories or stores. The simple taking of delivery by the reception service cannot be regarded as acceptance. In case of refusal of the complete or partial delivery, the Supplier needs to replace the Deliverables as soon as possible. This replacement needs to be executed at the same prices and conditions as determined in the original purchase order.

Furthermore, the Purchaser shall be entitled to control the object of the delivery at the Supplier's premises, or at the premises of his subcontractors, at any level and in any stage of the production process.

Notwithstanding prior payment, the Purchaser may refuse any delivery that does not conform to the provisions of the Contract. The Supplier shall be obliged to take back at his own risk and expense, the Deliverables refused or those that exceed the quantities ordered, even if they have already been put into store.

The Purchaser shall be entitled to either terminate the Contract according to Article 7 of the present terms, or ask that the Deliverables be replaced as soon as possible at the Suppliers' sole cost and risk.

Failure to deliver within the agreed period Upon failure to deliver within the agreed period, without the need for any formal notice of default, and except in case of duly established accident or force majeure, the purchase price shall be reduced by agreed compensation of 10% if the delay is longer than 15 working days. If the delay exceeds 20 working days the Purchaser has the right to terminate the Order, without any compensation for the Supplier.

## **7. Termination**

If the Supplier commits a breach of an obligation contained in the Contract, becomes insolvent, or is declared bankrupt, makes any composition or arrangement with its creditors, has a receiver appointed over any part of its undertaking or is compulsorily or voluntarily subject, or involved in any insolvency procedure, or if the Purchaser reasonably believes that such events may occur, the Purchaser shall be entitled, without prejudice to its legal rights or remedies, to suspend performance of or to terminate the Contract without prior notice and with immediate effect and in the event of termination to keep any Deliverables or any items belonging to the Purchaser and to enter the Supplier's premises for that purpose, subject to possible legal restrictions.

In the event of termination, or in that of expiration, for any reason whatsoever, the Supplier shall return to the Purchaser within 24 hours all documents, regardless the form related to the Deliverables and all other articles or items that might have been made available to the Supplier in the framework of the Contract.

## **8. Safety**

The delivery operations, the provision of services, performed on the grounds or on the premises of the purchaser by the personnel of the Supplier, shall be carried out under the latter's sole responsibility. This responsibility shall in particular extend to any violation of the statutory labor protection laws and regulations regarding matters of protection at work.

Supplier shall comply, and shall cause its subcontractors to comply, with all applicable laws, rules and regulations relating to health and safety, including the "Contractor Safety File" (and appendixes), available on <http://pfizer.be/sites/be/en/suppliers/Pages/default.aspx>, as updated from time to time. Whenever Supplier or any of its subcontractors has any personnel on the grounds or on the premises of the Purchaser, Supplier shall fully comply, and shall cause such personnel to comply, with all of the regulations and directives of Purchaser, including but not limited to the "Contractor Safety File" (as updated from time to time), with respect to safety, security, entrances, parking areas, sanitation, and other provisions for maintenance of good order.

## **9. Invoices**

Invoices shall be made out in the name of the company for account of which the order was placed (see Annex 1) and shall be addressed including the VAT number to the Pfizer Company and sent to PO Box 11092 – Dublin 4 - Ireland.

Except where otherwise agreed, each Purchase Order shall require a separate invoice which must show the Purchase Order number. Any invoice not conforming to this requirement will not be recorded and payment to the Supplier will be delayed. Services shall be invoiced in accordance with the particular terms specified on the front of this order form. The service provider has formally agreed to comply with all legal obligations relating to his own status and to provide evidence of this on simple request of the purchaser.

## **10. Payment**

Pfizer shall proceed with the payment of the delivered goods and/or services within sixty (60) calendar days of receipt by Pfizer of an original, correct and properly drawn VAT invoice or in the next semi-monthly payment run thereafter.

Delay interest for late payment is calculated at the statutory rate & may only be charged after the Purchaser has been formally notified by the Supplier.

## **11. Confidentiality**

The Supplier undertakes to keep confidential with respect to any third party all information or documents which have come to his knowledge within the framework of the Contract. This obligation of confidentiality shall continue to apply until this information becomes public otherwise than through unauthorized disclosure by the Purchaser.

## **12. Privacy**

12.1 The Parties shall respect all the provisions of the Belgian Data Privacy Act, of *«la loi du 8 décembre 1992 relative à la protection de la vie privée à l'égard des traitements à caractère personnel»* (transposing the *Directive 95/46/EC of 24 October 1995*), and his implementing Royal Decrees. For the purposes of the following clauses, « personal data », « process/processing », « data subject » shall have the same meaning as in the Belgian Data Privacy Act.

12.2 The execution of the Contract implies that the Parties transfer “personal data” to each other, particularly data related to their respective employees.

Therefore, the Parties warrant each other:

- a) to only use the “personal data” for the purpose of the execution of the Contract ;
- b) not to store the “personal data” for a duration exceeding the time needed to execute the obligations of the Contract ;
- c) to refrain from communicating the “personal data” to third parties other than individuals acting under their authority. Nevertheless Pfizer may transfer these data to other companies of the Pfizer Group which may be located in Europe or in other countries where the standards relating to the protection of “personal data” are not the same as within the European Union ;
- d) to take the technical and organizational measures that are necessary to protect “personal data” from accidental or unauthorized destruction, accidental loss, as well as from alteration, access and any other unauthorized “processing” of the “personal data” ;
- e) to ensure with due care that the data are kept up-to-date, and that incorrect, incomplete and irrelevant data, as well as data that were obtained or further processed in violation of articles 4 to 8 of the Belgian Data Privacy Act, are rectified or erased;
- f) to ensure that the number of individuals acting under their respective authority, as well as the access to the data and the possible operations carried out on it, are limited to what is necessary for these individuals to fulfill their duties or to whatever is necessary for the requirements of the service;
- g) to inform all individuals acting under their respective authority, of the provisions of the Belgian Data Privacy Act and its implementing decrees, and of all relevant provisions in respect of the protection of privacy in relation to the “processing” of “personal data”.

## **13. Intellectual Property**

Any invention or discovery (whether patentable or not), copyright (rights of reproduction, publication, representation, adaptation, and modification), design and model right or confidential know-how or other intellectual property (“IPR”) conceived, produced, or reduced to practice by the Supplier in performing the Contract which relates to the Purchaser’s business or is based on information or materials supplied by the Purchaser shall be the Purchaser’s exclusive property. No royalty or other payment shall be due from the Purchaser in respect of such assignment and the Supplier will, at the Purchaser’s sole expense, execute all formalities necessary for such assignment to the Purchaser. The Purchaser shall be granted such assignment for the whole world, it being understood that the rights are transferred for the same duration as the applicable statutory duration of protection of the intellectual property rights, in accordance with national and international rules and regulations in force in each national territory.

#### **14. Warranties and Indemnification**

The Supplier warrants that the Deliverables: (i) will not infringe the intellectual property rights of any third party (ii) will comply with the specification and all applicable laws and regulations and other requirements that the Purchaser may reasonably impose (iii) in the case of goods, shall be free from liens, sureties, privileges and defects, shall be of satisfactory quality and shall be suitable for the Purchaser's intended purposes to the extent that such purposes are known or ought reasonably be known to the Supplier and (iv) in the case of services, will be performed diligently and will comply with the strictest professional criteria.

The Supplier's acceptance of an order of the Purchaser implies that the Supplier agrees to guarantee the delivery of spare parts during the entire usual period of utilization of the Deliverables.

The Supplier agrees to defend, indemnify and hold harmless the Purchaser and its associated companies against all liability, judgments, damages, losses and expenses resulting from any breach of warranty or failure by the Supplier to comply with the Contract.

#### **15. General**

The Supplier shall ensure that its employees, agents and sub-contractors comply with applicable data protection laws. If the Supplier is required to process any personal data on the Purchaser's behalf relating to the Purchaser's employees, the Supplier shall only do so in accordance with the Purchaser's instructions and shall take all appropriate technical and organizational measures to prevent unauthorized or unlawful processing or loss or destruction of or damage to such data.

Prior to the execution of the Contract, the Supplier shall communicate his recognition and / or registration number to the Purchaser each time that such recognition and / or registration shall be required by law or by any other regulations for the delivery of the Deliverables which were ordered by the Purchaser.

At any moment, the Supplier shall furnish a proof of payment of the social security contributions to which he shall be obliged, until the date of the execution of the Contract. Moreover, the Supplier shall answer any Purchaser's request for information relating the payment of the current trimesters.

The Supplier shall inform the Purchaser about any event of loss of the recognition and / or registration number during the duration of the Contract. In that event, the Purchaser shall be entitled, without prejudice to its legal rights or remedies, to suspend performance of the Contract until the delivery by the Supplier of a statement of the competent authority establishing that the situation has been regulated, or to terminate the Contract without prior notice and with immediate effect and in the event of termination to keep any Deliverables or any items belonging to the Purchaser and to enter the Supplier's premises for that purpose, subject to possible legal restrictions.

Without prejudice to the aforementioned dispositions, the Supplier shall be held to compensate the Purchaser for his damage resulting from the loss of the recognition and / or registration number.

The Supplier shall not assign or sub-contract any of its rights or obligations under the Contract without the Purchaser's prior written consent. The Supplier shall remain liable for the acts and omissions of its subcontractors as if such acts and omissions had been performed by the Supplier.

The failure of a party to enforce a provision of the Contract shall not constitute a waiver or affect its right to enforce such provision.

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

No modification or alteration of any kind to the Contract shall be made except in writing duly signed by authorized representatives of each party.

The Contract is for the sole benefit of the Purchaser and the Supplier and he shall not inure to the benefit of any third party (other than successors and permitted assignees).

#### **16. Specific obligations for foreign Suppliers of services**

The Supplier represents and guarantees being fully informed of the legal conditions to engage employees or self-employed persons in Belgium, (i.e. those mandates from the Supplier that have an independent status for the purposes of social security in Belgium) foreigners may be committed in Belgium & the Supplier will be responsible in particular for the mandatory prior Limosa-declaration ([www.limosa.be](http://www.limosa.be)). Ultimately 24 hours prior to starting the assignment, the Supplier shall submit to the Purchaser (Pfizer) a copy of the (i) Limosa declaration certificate (Limosa-1) of each assigned employee/self-employed person and (ii) the general certificate with an overview of all declared employees/self-employed persons. All employees and self-employed persons forming part of Supplier's business, shall at all times be in the possession of (i) their personal secondment form (E101), (ii) their personal Limosa-1 declaration certificate and (iii) their passport or identity card. If the assignment lasts longer than initially foreseen and declared, the Supplier shall – prior to the expiry of the initially foreseen and declared duration – issue a new declaration. The new Limosa declaration certificate shall be submitted to Purchaser at least 24 hours prior to the expiry of the initially foreseen and declared duration. The Supplier also confirms that (i) does not use and do not employ illegal aliens in Belgium (ii) does not sub-contact all or part of a sub-contractor employing foreigners stay illegal in Belgium and (iii) comply with all the provision of the Act of 11 February 2013 on sanctions & measures against employers of illegally staying third-country nationals staying illegally. The Supplier undertakes to cooperate with the identity control. In case the required documents cannot be produced by Supplier's employees and/or self-employed persons, the Purchaser is entitled to deny the Supplier, its employees and/or self-employed persons, access to Purchaser's facilities and to terminate the Contract immediately without any indemnity being due, and without prejudice to Purchaser's right to claim damages. The Supplier agrees to defend, indemnify and preserve the Purchaser and related companies from any losses due to non-compliance with this Article 16. If Purchaser is penalized as a result of non-compliance of the above-mentioned obligations by Supplier, its employees and/or self-employed persons, the Purchaser is entitled to full recourse from Supplier, inter alia by setting off invoices. If the Supplier partially or fully sub-contracts the assignment (subject to Purchaser's prior consent) to a foreign business, the Supplier shall be liable for the compliance with above-mentioned obligations by such foreign business.

#### **17. FCPA – Contract Provisions**

17.1. Supplier represents and warrants that:

- a. 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;

- b. 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;
  - c. 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;
  - d. 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;
  - e. 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; and
  - f. 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.
  - g. When applicable and upon request by Pfizer, Supplier will complete and submit to Pfizer, the Third Party Annual Compliance Certification at an annual interval.
- 17.2. 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 [Third Party]'s failure to comply with its obligations under this Agreement.

## **18. Jurisdiction – Competence**

- 18.1 The Contract is governed by Belgian law. The United Nations Treaty on International Sales Contracts (Treaty of Vienna dated 11 April 1980) does not apply to this agreement.
- 18.2 All disputes relating to the Contract shall exclusively be within the competence of the courts of the District of Brussels.

## Annex 1

### **List of PFIZER entities applying Belgian legislation**

1-	PFIZER NV	Bld de la Plaine 17 1050 Brussels	VAT	BE0401.994.823
2-	PFIZER Service Company BVBA	HogeWei10 1930 Zaventem	VAT	BE0478.242.365
3-	PFIZER Manufacturing Belgium NV	Rijksweg 12, B-2870 Puurs	VAT	BE0400.778.165
4-	PFIZER Financial Services NV	Rijksweg 12, B-2870 Puurs	VAT	BE0429.712.968
5-	PFIZER PFE Belgium BVBA	Bld de la Plaine 17 1050 Brussels	VAT	BE0552.558.025

### **Packaging & Delivery**

#### **Pfizer NV :**

If Deliverables are delivered on pallets: ONLY pallets 80 x 120 of a maximum total height of 1.50 m are acceptable.

Bld de la Plaine 17 1050 Brussels

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#### **Pfizer Service Company BVBA :**

If Deliverables are delivered on pallets only Europallets of a maximum total height of 1.20 m are acceptable. The latter is not applicable for US origin Deliverables.

The Deliverables shall be delivered according to the stipulations of the Incoterms 2000 – ICC official rules for the interpretation of trade terms: CIP Pfizer Warehouse, Hermesstraat Gate H, 1930 Zaventem, unless any other conditions were agreed upon in the Contract.

Excepted in case of a prior written agreement, delivery shall take place during normal office hours (from Monday through Friday from 8 h to 16 h), for Deliverables related to production from 7 h to 12 h and from 12.30 h to 18 h and from 18.30 h to 19 h (in Warehouse A till 17 h).

If the delivery terms are exceeded, the Purchaser shall be free to either demand execution of the agreement, or declare the agreement dissolved immediately and ipso jure.

Moreover, if the delivery terms are exceeded, the Purchaser shall be entitled, without prior notice, to agreed damages of 10 % of the contract price, without prejudice to its right to claim an additional compensation if he proves that he has suffered a higher damage.

#### **Pfizer Manufacturing Belgium NV :**

If Deliverables are delivered on pallets only Europallets of a maximum total height of 1.20m are acceptable. For Deliverables related to production the maximal total height is 1.35m and also Euro-alike pallets of 1000x12000 are accepted. This is not applicable for US origin Deliverables.

The Deliverables shall be delivered according to the stipulations of the Incoterms 2010 – ICC official rules for the interpretation of trade terms: DDP Puurs (Rijksweg 12, B-2870 Puurs Purchaser's stores), unless any other conditions were agreed upon in the Contract. Excepted in case of a prior written agreement, delivery shall take place during normal office hours (from Monday through Friday from 8h to 16h), for Deliverables related to production from 7h to 12 h and from 12.30h to 18h and from 18.30h to 19h (in Warehouse A till 17 h). If the delivery terms are exceeded, the Purchaser shall be free to either demand execution of the agreement, or declare the agreement dissolved immediately and ipso jure. Moreover, if the delivery terms are exceeded, the Purchaser



shall be entitled, without prior notice, to agreed damages of 10 % of the contract price, without prejudice to its right to claim an additional compensation if he proves that he has suffered a higher damage.

**PFIZER Financial Services NV :**

See Pfizer Manufacturing Belgium NV

**Pfizer PFE Belgium BVBA :**

See Pfizer NV