

Standard Terms and Conditions of Purchase Order - Suppliers

These terms and conditions apply to sellers engaging with **Pfizer Australia Pty Limited ('Buyer')** who are not a party to a current contract with Buyer.

1. Acceptance & conflict of terms

The terms of this Purchase Order ('Order') constitutes an offer to purchase. Seller's commencement of work, shipment of the described goods, performance of the described services, or issuance of a sales acknowledgement shall be deemed an acceptance of this Order. This Order expressly limits acceptance to the terms set forth herein. No terms stated by Seller in accepting this Order shall be binding upon Buyer if inconsistent with or in addition to the terms stated herein unless accepted in writing by Buyer, and Buyer hereby objects to and rejects any such additional or different terms proposed by Seller. If this Order is deemed to be an acceptance of an offer by Seller, such acceptance is limited to the express terms of this Order and is made conditional on Seller's assent to any additional or different terms in this Order. **If, however, a written contract is already in existence between Buyer and Seller covering the purchase of the goods, work, or services covered hereby, the terms and conditions of said contract shall prevail to the extent that the same may be inconsistent with the terms and conditions hereof.**

2. Price

If no price is stated on the Order, the goods, work, or services shall be billed at the price last quoted by Seller, or last paid by Buyer to Seller, or at the prevailing market price, whichever is lowest. Amounts payable by Buyer under this Order will be paid forty five (45) days after the date of the tax invoice.

3. Warranties

Seller represents and warrants that:

a) All goods supplied hereunder shall be free from defects in material and workmanship and shall be of merchantable quality, shall conform to the Buyer's specifications, and shall be suitable for Buyer's intended uses and purposes to the extent that such uses and purposes are known or reasonably should be known to Seller.

b) All goods supplied hereunder shall, at the time of sale and delivery, comply with the requirements of all applicable Federal, State and Local laws and regulations including, but not limited to, all

applicable provisions of the Therapeutic Goods Act. Goods supplied hereunder, which are so required, will be lawfully registered on the Australian Register of Therapeutic Goods.

c) The use or sale of the goods delivered hereunder shall not infringe any patent, trademarks, copyright, or any other intellectual property rights of any third party.

d) All work and/or services supplied hereunder will be performed properly, in a workmanlike manner and in accordance with the Buyer's specifications and shall comply with all applicable laws, including, the requirements of the U.S Foreign Corrupt Practices Act of 1977 ('FCPA').

e) All information provided by it during the Buyer's pre-contractual due diligence, including all information provided in the Third Party Entity FCPA Due Diligence Questionnaire (if completed), is complete, truthful and accurate.

f) It has not offered, promised or paid, either directly or indirectly, any money or anything of value to a government official (including, but not limited to, a healthcare professional) to induce such government official to act in any way in connection with his/her official duties or to otherwise obtain an improper advantage for the Seller or for Buyer and will not offer, promise, pay or authorise such an offer, promise or payment in the future.

g) All work performed for the Buyer will be completed by tradesmen (where the work performed includes electrical wiring, plumbing, draining and gas fitting work, air conditioning and refrigeration work, or building works) who hold all applicable licences, registrations and trade certificates, an original of which will be shown to the Buyer on request.

h) Seller undertakes that it will at all times comply with the Pfizer Anti-Bribery and Anti-Corruption Principles, available on www.pfizer.com.au.

4. Insurance & risk

When performing any work or services at any of Buyer's locations, Seller is to carry adequate insurance, and will promptly furnish Buyer with a certificate thereof, covering Worker's Compensation, General Bodily and Property Damage Liability; and Automobile Bodily and Property Damage Liability. The title and risk in goods shall pass to Buyer upon delivery except as otherwise set forth herein.

5. Inspection

All goods supplied hereunder are to be shipped subject to Buyer'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 Buyer's specifications or, if no specifications are given by Buyer, with standard specifications. All expenses incurred by Buyer as a result of rejections hereunder shall be for Seller's account, and Buyer may return rejected goods at Seller's expense.

6. Taxes

Prices stated on the face of the Order include all taxes (including GST) and other governmental charges not specifically imposed by law on Buyer, and Seller agrees to indemnify Buyer against and reimburse it for any expenditures it may be required to make on account of Seller's failure to pay such taxes and other governmental charges.

7. Contingencies

Failure of Seller to make, or of Buyer to take, one or more deliveries of goods or performance of work or services hereunder, if occasioned by acts of God, fire, explosion, flood, epidemic, war, acts of governmental authority, civil disturbances, or any other circumstances beyond the control of the parties, or if Buyer's failure is occasioned by a partial or complete suspension of operation at any of Buyer's plants, shall not subject the party so failing to any liability to the other party, but, at Buyer's option the total quantity of goods, work or services covered by the Order may be reduced by the extent of delivery or performance omitted as a result of such contingencies.

8. Packing and shipping

Seller shall pay all shipping, packing, crating and cartage charges unless otherwise specified in the Order. Each container must be marked to show quantity, Order number, contents and shipper's name and must include a packing sheet showing this information. Packaging, marking, labeling and shipping of all hazardous materials must meet applicable regulations.

9. Termination

If the Seller defaults in any of its obligations hereunder, becomes insolvent, or has a receiver appointed, or if Buyer believes in good faith that any of such events may occur, Buyer may, at its discretion without prejudice to any other remedy, suspend performance of or terminate the Order. In the event of termination, if Seller is in possession of any goods or items belonging to Buyer, Buyer may enter any premises of Seller to retrieve such goods or items. Without prejudice to any other remedy, if Seller breaches any of the terms of the Order, Buyer may, at its election: (i) reject and return the goods and/or services in whole or in part at Seller's cost within a reasonable time after delivery notwithstanding prior payment; (risk in the goods shall revert to Seller upon such rejection); (ii) permit Seller to repair or reinstate the goods or re-perform the services so that they conform with this Order; or (iii) carry out or have carried out at Seller's expense such work as is necessary to conform the goods and/or services to this Order. Buyer may postpone or cancel delivery and/or performance by written notice given to Seller at any time before delivery and/or performance, and Buyer shall reimburse Seller for all costs and expenses reasonably and directly incurred as a result of such postponement or cancellation which cannot be mitigated. The Buyer may terminate this Order immediately if the Buyer learns that the Seller, its officers, employees or agents are making, or have made, improper payments to government officials. Further, in the event of termination under this

clause, the Seller will not be entitled to any further payment for goods, work or services, regardless of any activities undertaken or agreements with additional third parties entered into prior to termination.

10. Governing law

The Order shall be governed by the laws of the state of New South Wales and the parties submit to the non-exclusive jurisdiction of courts of New South Wales.

11. Attendance on premises

In all cases where Seller delivers goods or performs work or services hereunder at any of Buyer's locations, Seller will comply with all applicable provisions of Federal, State and Local safety, health and security laws and regulations and Buyer's safety standards for such location.

12. Confidentiality/ Property rights

Any information or materials provided to Seller by or on behalf of Buyer in connection with this Order shall remain the property of Buyer and Seller shall use such materials solely in connection with this Order. Seller will not disclose or use for any other purpose, any information or materials acquired from or on behalf of Buyer or its affiliates concerning any designs, drawings, specifications, personnel, research activities, products or other business operations. Seller shall maintain such materials in good order and condition subject to fair wear and tear and shall dispose of or return such materials as Buyer directs.

13. Indemnification

Seller agrees to defend, indemnify and hold harmless Buyer against any and all liability, judgments, damages, losses, and expense to the extent occasioned by or resulting from any breach of representation and/or warranty made herein by Seller, or by the failure of Seller to comply with the terms hereof, or by the negligence or willful misconduct of Seller, regardless of whether or not such failure is caused in part by Buyer: provided, however that the Seller shall not have liability under this section to the extent such losses are caused solely by the negligence, recklessness or willful misconduct of Buyer. Buyer shall not under any circumstances be liable for lost profits or any indirect or consequential loss of Seller.

14. Assignability

The terms of this Order in its entirety and each and every provision hereof shall inure to the benefit of the customers, successors and permitted assigns of Buyer. Seller may not assign this Order without Buyer's prior written consent, and any such assignment without Buyer's consent shall be null and void.

The following additional terms and conditions apply to Sellers engaging with **Pfizer Global Manufacturing** (a division of Pfizer Australia Pty Limited).

15. The Order must be acknowledged within 48 hours.

16. Under no circumstance will the Buyer accept any invoice for payment unless the following information is quoted thereon:

(a) the Buyer's official Order number

(b) the Seller's delivery note number and proof of delivery

17. The Seller will be held responsible for any claims arising from defects of materials or workmanship.

18. The Buyer reserves the right to turn away shipments on dirty/broken or sub standard pallets or any goods which are visibly unstable or damaged in any way or of wrong grade/description or where contamination is evident. Acceptable re-supply will be at Seller's expense.

19. Deliveries will be accepted at the following times only.

West Ryde - Monday to Friday 6:30am to 3:30pm

Parkville - Monday to Friday 8:00am to 4:00pm

20. Delivery dockets must accompany goods and be endorsed with the corresponding Order. Delivery dockets should clearly specify Order number, item, description, grade, quantity, units, lot number and number of pallets. We reserve the right to turn away deliveries which do not match delivery dockets. Re-supply will be at Seller's cost.

21. The acceptance of these goods is subject to the Buyer's Quality Control Inspection.

(a) Material supplied against this Order must comply with the Buyer's material specifications provided.

(b) All packs containing materials must be clean, free from contamination, undamaged and individually identified.

(c) All palletised materials must not protrude outside extremities of pallet and stacked height must not exceed 1400mm.

(d) All inventory items should be delivered in closed trucks.

(e) No pallet should contain mixed lots.

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22. The certificate of analysis is to accompany the delivery of goods.

23. All raw materials supplied to West Ryde must have a minimum 24 month expiry from date of delivery unless otherwise agreed by Buyer prior to delivery.

Terms & Conditions revised on 05/05/10