

TERMS AND CONDITIONS OF SALE

Unless otherwise agreed in writing by Pfizer Australia Pty Limited ("Pfizer Australia"), the following are Pfizer Australia's Terms and Conditions of Sale. These, together with any other Terms and Conditions agreed upon in writing between Pfizer Australia and the customer ("the Purchaser") shall apply to all sales of products by Pfizer Australia to that Purchaser.

1. ORDERS

- (a) Pfizer Australia reserves the right to accept or decline, in whole or in part, any order placed by the Purchaser.
- (b) Any order the value of which is not greater than \$5,000.00 ("the minimum order value") may at Pfizer Australia's discretion either be rejected or accepted subject to the payment of the handling fee described in 1(c).
- (c) The Purchaser will be advised if the value of an order does not exceed the minimum order value. If, after such advice, the Purchaser requests that the order(s) be processed and Pfizer Australia accepts the order, a handling fee of \$200.00 will be charged to the Purchaser. This fee is in addition to any service or other charge that may be raised under clause 3.
- (d) If an individual product order is less than the minimum order quantity specified on the Price List, the order will not be accepted.
- (e) Pfizer Australia will place on a pending order (back order) item(s) temporarily out of stock, provided the total value of the items ordered is in excess of \$200.00.
- (f) The Purchaser is requested to order multiples of standard shipper quantities shown on Pfizer Australia's official price list. Orders which are within 50% of standard shipper quantity will be adjusted to the nearest standard shipper quantity.
- (g) The Purchaser must obtain all necessary licenses and comply with all appropriate Commonwealth or State Acts and Regulations.

2. EXPORT PROHIBITION

- (a) The products listed herein are packaged for sale in Australia and Papua New Guinea.
- (b) The Purchaser may not at any time, directly or indirectly, export any of the products. In addition, the Purchaser shall not sell, transfer or distribute any of the products:
 - (i) to any person without first requiring such person to be bound by this export restriction; or
 - (ii) to any person that it knows, or has reasonable grounds for believing, will or may export such products out of Australia and Papua New Guinea.

Any breach of this term and condition will preclude the Purchaser from purchasing any further products from Pfizer Australia, until such time as Pfizer Australia is satisfied, in its sole discretion, that the Purchaser will not further breach this provision.

- (c) No license relating to the products, express or implied, is granted under the intellectual property rights existing under the laws of the United States or any other jurisdiction outside Australia and Papua New Guinea. Exporting or permitting the export of the products outside Australia and Papua New Guinea may violate laws in the United States and/or other jurisdictions to which the products are exported.

3. DELIVERY

- (a) Delivery of products will be made to one depot nominated by the Purchaser. However, if the Purchaser has additional depots, direct shipping will be made to those depots only if the main depot has a minimum trading value of \$100,000 per annum, and each additional depot has a minimum trading value of \$20,000 per annum.
- (b) Two orders per month will be delivered road/rail freight free to the Purchaser's nominated delivery point referred to in clause 3(a). Orders in excess of two per month (with the exception of back orders and special product introduction orders) will attract a freight/handling charge of \$200.00 plus the standard service charge if the order is below the minimum value.
- (c) When, at the Purchaser's request, special delivery services such as express post, road overnight or air freight is used, the difference between ordinary surface transportation charges and the charges for special delivery services will be charged to the Purchaser.
- (d) For the purpose of requesting replacement products under condition 6, in the event of any breakage, leakage or damage to individual packages occurring in transit between Pfizer Australia warehouses and the Purchaser's receiving area, or short deliveries in consignment, the

Purchaser must notify Pfizer Australia within seven (7) days of receipt of the consignment.

- (e) Non-receipt of products must be notified within seven (7) days of the date of invoice or advice of despatch otherwise, where applicable, credit for the products cannot be allowed.
- (f) Subject to conditions 3(d), 3(e) and 6, and to the full extent allowed by law, Pfizer Australia shall not be liable to the Purchaser for any loss or damage whatsoever (including any consequential loss) caused directly or indirectly by any delay or failure in delivery. Any delay in delivery shall not relieve the Purchaser of its obligation to accept that delivery and any remaining delivery.

4. PRICE

- (a) Prices are subject to change by Pfizer Australia without notice to the Purchaser.
- (b) All orders will be subject to Pfizer Australia's Price ruling at the date of despatch of the order by Pfizer Australia.
- (c) No credit will be granted to the Purchaser for stock on hand in the event of a price reduction.
- (d) The Purchaser is responsible for any tax or Governmental charge imposed on sale of the products by Pfizer Australia and the same will be added to the total invoice price.

5. CREDIT

- (a) Except where products are sent on C.O.D. terms, or other terms are notified by Pfizer Australia, payments shall be due 30 days from the date of the invoice. If payment in full is not received on or before the due date, then in addition to its rights under 5(c), Pfizer Australia retains the right to charge interest on a daily basis at the Reserve Bank Official cash rate plus 5%.
- (b) By accepting products on credit on the terms set out in 5(a), the Purchaser authorises Pfizer Australia to make enquiries as to the credit and financial history and responsibilities of the Purchaser, and/or the directors of the Purchaser, as required by Pfizer Australia from time to time, including obtaining reports from credit reporting agencies.
- (c) Pfizer Australia reserves the right to terminate the Purchaser's credit account in the case of non-compliance with this condition 5. Such termination shall be without prejudice to any other rights Pfizer Australia may have.
- (d) In addition to the right specified in clause 5(c) Pfizer Australia may in its absolute discretion and without assigning a reason, terminate the Purchaser's credit account without notice. Upon such event all amounts payable for all products sold become due for immediate payment. The Purchaser shall not be entitled to any compensation for termination of the credit facility.
- (e) The Purchaser agrees to pay to Pfizer Australia or at Pfizer Australia's direction all reasonable collection costs, including commissions and legal charges on a solicitor and client basis, on all monies outstanding on its credit account should the Purchaser breach any term or condition herein and should action be taken by or on behalf of Pfizer Australia to recover the debt.

6. RETURNS

- (a) Products will not be accepted for return unless accompanied by a duly authorised Pfizer Australia Return Products Form. Pfizer Australia sales representatives are not authorised to approve product for return. Pfizer Australia reserves the right to dispose of, without recourse, any product returned without this authorised form.
- (b) Products accepted by Pfizer Australia will be replaced by Pfizer Australia with equivalent products.
- (c) Discontinued products will not be accepted for return and no credit will be granted, or monies paid to the Purchaser in respect of these products.
- (d) Subject to conditions outlined herein, products will be accepted for return and replacement if they come into any of the following categories:
 - (i) Products that Pfizer Australia is satisfied were damaged in transit between the Pfizer Australia warehouse and the delivery dock of the Purchaser. In such instances, the Purchaser must notify

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- Pfizer Australia no later than seven (7) days after receipt of the consignment. Purchasers should also indicate on the carrier's consignment docket that products are "damaged" or "subject to check" or no claim will be granted;
- (ii) Incorrect supply; that is, wrong product, not sent in accordance with the Purchaser's order;
- (iii) Products that Pfizer Australia is satisfied are faulty in materials or workmanship.
- (e) Without limiting the other provisions of this condition 6, the following products will not be accepted for return:
- (i) Products sold on a non-return basis;
- (ii) Products having a broken seal, label removed or other label / price tag attached;
- (iii) Products which have not expired, except as specified in (d) above;
- (iv) Products that have exceeded their expiry date;
- (v) Damaged products, except as specified in (d)(i) above.
- (f) It is the responsibility of the Purchaser within 14 days of receipt to ship such products to the Pfizer Australia warehouse from which the products were originally received.
- 7. GENERAL**
- (a) Pfizer Australia will not be liable for delay, loss or damage (including consequential loss) due to scarcity of materials, strikes, acts of God or any other cause beyond its reasonable control.
- (b) Storage of Pfizer Australia products must be in accordance with the requirements stated on each pack, i.e. refrigerated and cool storage facilities for specified products must be provided.
- (c) The risk in products purchased shall, unless otherwise agreed in writing, pass to the Purchaser upon delivery to the Purchaser or his agent or to a carrier commissioned by the Purchaser.
- (d) The printing of Australian Product Numbering codes on its product packs by Pfizer Australia is not the subject of any contract between Pfizer Australia and the Purchaser. Pfizer Australia will endeavour to observe the rules and principles of the Australian Product Numbering Association or any successor to the function thereof, but will not be liable to the Purchaser in any manner whatsoever for any loss, damage or expense attributable either directly or indirectly to the absence of or error in such code printing.
- (e) These terms and conditions shall be governed by the laws from time to time of the State of New South Wales and in any or all legal actions that may howsoever arise from this contract the Purchaser agrees to have such matters determined within the jurisdiction of the Courts of New South Wales and their appellate Courts.
- (f) No action at law or in equity shall be brought by the Purchaser against Pfizer Australia unless brought within one year from the date of delivery of the shipment of products to the Purchaser or from the date of the alleged breach of contract whichever is earlier.
- (g) Pfizer Australia reserves the right to vary or add to these terms and conditions of sale at any time without notice.
- 8. TITLE TO GOODS**
- (a) Property in each unit of the goods shall remain with Pfizer Australia until all monies owing to Pfizer Australia on any account whatsoever have been paid ("the Debts").
- (b) Until the Debts have been paid, the Purchaser:
- (i) Shall, subject to clause (c), take custody of the goods and retain them as Pfizer Australia's trustee, fiduciary agent and bailee;
- (ii) must not charge, mortgage or encumber the goods;
- (iii) shall ensure that the goods are insured and stored or identified such that they are readily distinguishable from other goods (including other batches of the same type of goods) held by the Purchaser or other persons.
- (c) Until the Debts have been paid, the Purchaser has the right to move, sell and otherwise use the goods in the ordinary course of business, subject to the following:
- (i) the Purchaser may resell the goods, but only as fiduciary agent and trustee for Pfizer Australia and by way of bona fide sale in the ordinary course of its business; and
- (ii) the Purchaser shall hold such part of the proceeds it receives from any sub-sale of the goods under clause 8(c)(i) that is less than or equal to the Debt owed to Pfizer Australia at the time of receipt (the "Proceeds") as fiduciary agent and trustee for Pfizer Australia;
- (iii) the Purchaser shall place the whole of the Proceeds in an account separate from its own monies and maintain proper records of that account.
- (d) In the event of default of any terms of this agreement in relation to the settlement of Debts, then:
- (i) immediately on Pfizer Australia's request the Purchaser must return to Pfizer Australia any goods acquired from Pfizer Australia on which there are outstanding Debts; and
- (ii) Pfizer Australia may, with permission (which shall not be unreasonably withheld) enter the premises at which those goods are stored, and retake possession of them;
- (iii) Pfizer Australia may resell those goods.
- (e) In this clause 'paid' means receipt of cash or cleared funds by Pfizer Australia in settlement of the Debts and 'Proceeds' includes all benefits (including book debts and choses in action) received by the Purchaser from the disposal, whether by sale or otherwise, of the goods or material incorporating the goods.
- (f) Any part of this clause that is unenforceable, ambiguous or illegal will be severed from these terms and conditions and such severance will not affect the enforceability of the remaining terms and conditions.
- 9. WAIVER AND VARIATION**
- A provision of or a right created under these terms in favour of Pfizer Australia may not be waived or varied except in writing signed by Pfizer Australia. Pfizer Australia may elect not to exercise its rights arising from a breach of any provision of these terms and such election, even if the breaches are continuous and multiple shall not create any estoppel or presumption against Pfizer Australia.
- 10. WARRANTIES AND LIABILITIES**
- To the full extent allowed by law, Pfizer Australia hereby excludes all warranties, express or implied, in connection with the sale or supply of products to the Purchaser and limits its liability with respect to any sale or supply of products to the Purchaser to that (if any) under condition 6, and Pfizer Australia shall not be liable to the Purchaser or any other party for compensation loss or damages including any incidental or consequential damages in connection with the products.
- 11. IMPROPER PAYMENTS**
- (a) If Pfizer pays the Purchaser a rebate in respect of purchases under this Agreement, the Purchaser warrants and represents that:
- (i) the Purchaser has not and will not promise, pay or give anything of value either directly or indirectly to any government official for the purpose of obtaining or retaining business or any improper advantage for Pfizer. In this clause, 'government official' means any official, officer, representative, or employee of, including any animal health care professional, employed by any government department, agency or instrumentality (including any government-owned or controlled commercial enterprise), or any official of a public international organisation or political party or candidate for political office;
- (ii) the Purchaser will at all times comply with the Pfizer Anti-Bribery and Anti-Corruption Principles are available at www.pfizer.com.au;
- (iii) the Purchaser agrees to permit Pfizer to take reasonable steps to ensure that rebates paid are properly used by permitting Pfizer's auditors to access any relevant books, documents, papers and records of the Purchaser involving the payment of rebates by Pfizer;
- (iv) Pfizer may terminate the Purchaser's credit account if Pfizer learns that the Purchaser is making, or has made, improper payments to government officials.