

## **GENERAL TERMS AND CONDITIONS OF PURCHASE OF GOODS AND/OR SERVICES**

### **1. Introduction**

These General Terms and Conditions of Purchase regulate:

- A. The purchase of Goods and/or
- B. The purchase of Services

by Pfizer Consumer Manufacturing Italy S.r.l., with registered office in Via Nettunense n.90, 04011 Aprilia (LT), company subject to the management and coordination of Consumer Healthcare Holdings Limited, tax code and registration number 02774830596 with the Register of Companies of Latina 02774830596.

The articles referred to in **Sections A and D** shall apply, *mutatis mutandis*, **both** to the purchase of **Goods** and to the purchase of **Services**.

The articles referred to in **Section B**, from 17 to 21, shall exclusively apply to the purchase of **Goods**.

The articles referred to in **Section C**, from 22 to 31, shall exclusively apply to the purchase of **Services**.

## **SECTION A. PROVISIONS COMMON TO ORDERS FOR THE PURCHASE OF GOODS AND SERVICES**

### **2. Definitions**

For:

**"Affiliate"** means any company, body, firm or other legal person that controls, is controlled by, or is subject to the common control of, one of the Parties. For the purposes of this definition, "control" means the direct or indirect holding of at least fifty percent (50%) + 1 (one) of the voting rights of one Party or of another entity.

**"Agreement"** means the supply agreement for Services or for the supply of Goods (according to case) stipulated between Buyer and Supplier on each occasion, when an Order is forwarded according to the provisions herein below, and it will be constituted to the Order, these General Terms and Conditions and any other contractual documents such as the Specific Terms and Conditions, the Specifications, the TTS, the economic annex and any other documents indicated on the Order or annexes to the documents mentioned.

**"Buyer"** or **"GSK"** means Pfizer Consumer Manufacturing Italy S.r.l.

**"General Terms and Conditions"** means these General Terms and Conditions of Purchase.

**"GMP"** means the standards currently in force for good manufacturing practices regarding pharmaceutical products and active pharmaceutical principles used as starting products as laid down by the Applicable Legislation (including, merely by way of example and not limited to, rules, regulations, guidelines, instructions, policies and other requirements of any Regulatory Authority), in force in its up-to-date version, including (i) the principles specified by the U. S. Current Food Manufacturing Practices, 21 CFR Parts 210, if applicable, and (ii) the Regulations that discipline Medicinal Products in the European Union, Volume IV Good Manufacturing Practices for Pharmaceutical Products, as amended.

**"Goods"** means the goods listed on the Order.

**"Incoterms"** means the terms specified in the 2020 edition of the Official rules of the International Chamber of Commerce for the interpretation of commercial terms.

**"Order"** means an order transmitted in writing by GSK to Supplier by which Supplier is requested to supply Goods or Services, with indication - when applicable - of the relative quantity, quality, type, place of delivery/supply, consideration and payment method, delivery terms, type of packaging, if special, and more in general all other information regarding the said supply, all conforming to these Terms and Conditions. If deemed opportune by the Parties, the Order may also refer to the Supplier's Offer and to the shall also contain indication of the Quality Agreement.

**"Party"** means either GSK or Supplier and **"Parties"** means both GSK and Supplier.

**"Place of Manufacture"** means the production of the Goods, of the site where Supplier produces the Goods

**"Quality Agreement"** means an agreement that may be stipulated between Pfizer Consumer Manufacturing Italy S.r.l. or one of its Affiliates and Supplier or one of Supplier's Affiliates, which disciplines the Specifications, the TTS or other technical features to which the Goods and/or Services must conform.

**"Regulatory Authority"** means every agency, department, office, commission, council authority or other government, European, international, supra-national, national regional, provision or local entity that holds disciplines or otherwise exercises a power regarding the manufacture or supply of the Products and of the Vaccines, including, merely by way of example and not limited to, the AIFA (Italian Medicines Agency), the United States Food and Drug Administration (FDA), the European Medicines Agency (EMA/EMA) and the Medicines and Healthcare Products Regulatory Agency (MHRA).

**"Services"** means the services listed on the Order.

**"Specific Terms and Conditions"** means any specific terms and conditions laid down by Buyer for specific types of purchase agreements.

**"Specifications"** means the technical and qualitative specifications, and the Goods or Services packaging and delivery specifications, required by Buyer and which Buyer must transmit to Supplier in writing. Said Specifications shall constitute an inseparable part of the Agreement to all effects and every element of the same shall be understood as accepted unless opposition is raised within 3 (three) days of receipt of the same.

**"Supplier"** means the natural or legal person to whom the Order is addressed.

**"TTS"** means the Technical Terms of Supply, which are contractual documents that describe various qualitative requisites of the Goods or Services, stipulated by the quality managers of the parties or their delegates, which are expressly authorized to contract the TTS in the name and on behalf of Buyer and Supplier, including, by way of example, the Quality Agreement.

### **3. Validity of the General Terms and Conditions**

These General Terms and Conditions shall be binding on the Parties if, and to the extent to which, they are not expressly waived on the Order or in the other documents that comprise the Agreement; any waivers and/or different conditions resulting from other documents or agreements (including the supply confirmation, the Order acceptance, the invoice or other commercial document) shall not have effect and shall be understood ineffective if were not undersigned by both Parties and bearing a date after that of the Order.

These General Terms and Conditions and/or the stipulation of Specific Terms and Conditions shall not oblige Buyer to make any kind or entity of purchase from Supplier; they establish the conditions that will discipline the purchase and sale if Buyer intends to make a purchase, for which specific activation will be necessary by means of an Order issued by Buyer.

### **4. Finalization of the Agreement**

This Agreement shall be understood as finalized if, within 3 days of the receipt of the Order, Supplier has expressly accepted the same. After said term, the Order shall be understood as tacitly accepted by Supplier who has started to supply the goods or to perform the services. If Supplier disputes an Order or

proposes different or further terms and conditions, the Agreement cannot be considered finalized until GSK accepts the new conditions in writing, being irrelevant whether Supplier has already started to process the Order.

If appropriate, the Order shall be processed according to Incoterms.

No order shall be binding on Buyer unless it has been transmitted by Buyer on its own official Order forms.

If requested, Supplier undertakes to supply to Buyer on a weekly basis - unless otherwise specified in writing between the Parties - the state of progress of the production and/or supply, as the case may be, of the Products and/or Services ordered by Buyer, specifying details of the production and/or supply process, according to case, which is in progress and, if applicable, the quantity of Goods stored in its warehouses.

#### **5. Changes to and Suspension of the Order**

Before the dispatch of the Goods to the agreed place of delivery or the performance of the Services, each Order may be changed as regards the quality and/or quantity of the Goods/Services ordered or it may be completely or partly annulled by Buyer, subject to immediate written communication to Supplier.

In either case, Supplier may be recognized the costs that have been sustained and are documented for the execution of the Order until the moment of receiving the notice of suspension or change, excluding any other additional cost, expense, loss and/or indemnity.

The amount of said costs must be communicated to Buyer, together with the relative documentation, on penalty of lapse of rights, within the 15 (fifteen) days following receipt of the aforesaid notice on the part of Supplier.

#### **6. Features of the Goods and Services Supplied**

Supplier undertakes to supply Goods/Services conforming to the Specifications (including drawings, specifications, samples, etc.) and/or TTS that may have been agreed. If the details on the Order and the contents of the Specifications and/or TTS do not coincide, Supplier shall be held to immediately consult Buyer to obtain clarifications. In the case of the documented impossibility of contacting Buyer, Supplier must consider valid the contents of the Specifications and/or TTS and provide for the consequent execution. Any changes to the Specifications and/or TTS must be approved in writing by Buyer.

If it is found, on delivery or testing, as referred to in Article 10 below, if foreseen, or during possible processing, that the Goods referred to by the Order do not conform to the Specifications and/or TTS, Supplier, at Buyer's request, shall be held to immediately withdraw the Goods at its own expense and without raising any exception whatsoever, and to replace them, under its own responsibility and at its own expense, with Goods that conform to the Specification and/or TTS within and no later than 15 (fifteen) day, unless otherwise agreed, from the date of the communication of the non-conformity. In the case of non-conforming Services, Supplier, under its own responsibility and at its own expense, shall be held to make the necessary modifications so that said Services conform to the contemplated Specifications and/TTS, according to Buyer's indications.

#### **7. Compliance with the Provisions of Law**

Supplier guarantees that all Goods/Services referred to in an Order are produced/performed in compliance with the national and international provisions of law. If the Good consists of a plant, machine or equipment, the Supplier guarantees that it also complies with safety, accident prevention and good engineering standards and, where applicable, with INAIL, CE, CEI, VVFF regulations; to this end, the Supplier undertakes to produce the relevant official and legal documentation.

In the case of the purchase of hazardous substances, the relative safety sheet must be delivered, in compliance with the law in force.

#### **8. Prices**

The agreed prices, as indicated on the Order, are understood as fixed and not subject to increase, unless otherwise agreed by the Parties in writing; they are also inclusive of every item which comprises the final Goods/Services ordered.

Unless otherwise contemplated in writing, the price of the supply of Goods indicated on the Order includes preparation, packaging, despatch and delivery of the Goods to GSK and every other cost connected to the execution of the supply indicated on said Order

#### **9. Invoicing and Payments**

##### **9.1 Payment Terms and Conditions and Interest on Arrears**

Since the payment will be made by bank transfer, after the delivery of the Goods or the performance of the Services, the Parties agree as follows:

Waiver of the provisions of Legislative Decree no. 231/2002, as amended by Legislative Decree no. 192/2012

With regard to the afore-mentioned provisions, the Parties agree to waive the rulings of the same as regards payment terms and interest on arrears, which shall be as follows:

##### **Term of Payment**

The payment shall be made within the agreed term indicated on the Order and on what agreed between the Parts, calculated from the invoice date indicated on the invoice.

Payment conditions in the case of the supply of Services

In the case of the supply of Services, the payment shall depend on:

- i the perfect execution of the supply as certified by a specific declaration of GSK which must be attached to the invoice issued by Supplier, and
- ii the exhibition, on the part of Supplier, of the documentation, if requested by GSK, mentioned in the second paragraph of Article 35 below.

##### **Interest on arrears**

Interests on arrears due in the case of late payment shall be calculated applying the legal interest rate pursuant to Article 1284 of the Civil Code, and they shall accrue from the date of the counterparty's express written request.

Supplier represents and recognises that said waivers are not seriously unfair towards the same and, in particular, that the definition of the moment from which the interests accrue facilitates the appropriate management of its own accounts.

##### **Payment of the consideration**

Payment will be made on behalf of our company by GlaxoSmithKline IHC Limited, a company subject to the direction and coordination of GlaxoSmithKline plc, with registered office at 980 Great West Road, Brentford, Middlesex TW8 9GS.

Invoices must be made out to Pfizer Consumer Manufacturing Italy S.r.l. and they must obligatorily indicate the order number received from GSK and the IBAN/SWIFT codes for the purposes of the payment. In the absence of the above, the invoice will be rejected for the purpose of correct issue, and the term indicated above for payment on the part of GSK shall be calculated from the receipt of the correctly issued invoice containing the above information.

The Suppliers as it is required by law will have to issue invoices through SDI (Servizio di Interscambio), please refer the CUU code (RS76RHR) of the Buyer's intermediary.

Persons excluded from the electronic invoice obligation shall submit paper invoices:

- In original, by ordinary mail, to the address Apartato Postal 24331 – 28080 Madrid (Spain)

Reference GSK 27 Italy GMS M ERP

or

- electronically, through the global electronic platform, Tungsten (or other subsequent system that may be implemented by GSK), without prejudice to the paper nature of the invoice transmitted.

#### **Information**

For information concerning payment status please call (+39) 0457748015 Option 1, or write to WW.GSK-Purchase-to-Pay-Italy@gsk.com.

#### **10. Testing**

Buyer shall be entitled to subject the Goods or Services to quality control, sampling and/or testing (hereinafter “Testing”). If the Testing is contemplated in the Order, it shall be carried out jointly and shall be documented by a specific written report signed by both Parties. Completed “adjustment” and “regular functioning” shall also be certified in the same manner.

The successive result of Testing and/or the approval issued by Buyer subsequent to installation shall not relieve Supplier of the obligations indicated under the preceding Article 6 (Features of the Goods and Services supplied) and Article 7 (Compliance with the provisions of law).

#### **11. Supplier’s Employees**

With regard to Supplier’s employees who, if requested, will operate at Buyer’s premises, their insurance and social security positions must comply with all legal and regulatory provisions on labour including full payment of all relative contributions. Said personnel must also comply with all the safety rules and other regulations in general and they must adhere to the work timetable in force at Buyer’s premises. Buyer may forbid access or request the immediate departure of any member of Supplier’s employees who does not respect the aforesaid regulations. Buyer reserves the right of recourse against Supplier for damage caused to property and/or persons by Supplier’s Goods, personnel and/or means.

#### **12. Penalty for Delay**

Except in the case of force majeure and as provided by the Order, in addition to the provisions mentioned in the special sections 19 and 29, in the case of the late delivery of the Goods or the late execution of the Services in respect of the contractually contemplated terms, Buyer shall be entitled to apply a penalty of 1% of the total amount of the relative Order for every day’s delay, up to a maximum penalty of 10% of the Order.

The amount of a penalty applied shall be communicated to Supplier after the delivery of the Goods and shall be offset by a debit on the part of Buyer against the consideration for the supply.

#### **13. Termination**

Buyer may legitimately terminate the Agreement in advance pursuant to Article 1456 of the Civil Code in the following cases:

- default, also partial, on the part of Supplier, consisting of: the late delivery, even of only a part of the Goods/Services ordered or the non-conformity of the Goods/Services ordered in respect of the Specifications and/or TTS;
- breach of the Anti-Corruption Laws (as defined further below herein);
- breach of the provisions of Article 39 (Legislative decree 231/2001) of these General Terms and Conditions.
- breach of the provisions of Article 40 Ethical standards and human rights

Without prejudice to Buyer’s right to claim in full all damages sustained. Every time Buyer is entitled to a penalty or an indemnity, said penalty or indemnity may be obtained by the reciprocal offsetting of payables and receivables. In the case of the right to indemnity, Buyer shall make its own assessment of the damages in good faith, and the said amount can be offset on a voluntary basis pursuant to Article 1252 of the Civil Code.

#### **14. Transfer of Rights and Subcontracting**

Unless expressly authorized in writing by Buyer, Supplier is forbidden to subcontract or, in any case, to commission or entrust to third parties or to transfer to third parties the Agreement or the relative receivables, even only in part. If Buyer authorizes the above, Supplier, in any case, may not change or substitute the subcontractors (or the commissioned third parties, assignees or transferors) without Buyer’s written consent.

In the case of the authorization to subcontract, Supplier shall remain the sole liable party towards GSK and shall guarantee respect of the Agreement on the part of its subcontractors. Supplier shall also be held to hold harmless and indemnify GSK against any claim addressed to the latter on the part of any subcontractor of Supplier and/or any worker or employee of the subcontractor or person engaged by this latter under any other type of contract allowed by the Applicable Legislation.

Furthermore, if GSK gives its consent to subcontracting:

- Supplier must include in the relative contract clauses pursuant to which: (a) the subcontractor is obliged to respect, for the personnel engaged on the subcontract, all obligations regarding remuneration, contributions and insurance every other obligation and duty deriving from the work relationship with said personnel, also complying with every applicable provision for their protection, accident prevention and physical safety, (b) the subcontractor is obliged to deliver to Supplier, on request, the documentation proving correct fulfilment of the aforesaid obligations in compliance with the Applicable Legislation, and (c) Supplier is obliged to check, acquiring the relative documentation, that obligations referred to in the above points (a) and (b) of this paragraph have been correctly fulfilled within the due dates;
- Supplier must first ascertain and transmit to GSK the documentation proving the technical-professional qualifications of the subcontractors identified for the possible subcontract.

In the case of resorting to subcontracting, all the guarantees and indemnities contemplated in the Agreement as bearing on Supplier shall be provided by Supplier also for the subcontractor’s obligation.

#### **15. Use of the Goods Purchased and/or of the Result of the Services and Third-Party Rights**

Buyer reserves the right to use the Goods in the manner deemed most opportune, including their possible sale under its own trademarks. For this purpose, Supplier guarantees to all effects of law, undertaking to hold harmless Buyer, that, in relation to the purchased Goods (as a whole and all their parts) there are no third-party rights, including intangible rights, that can be breached subsequent to the execution of the Agreement.

In the case of the supply of Services, Supplier recognizes that Buyer, pursuant to the considerations and/or reimbursements agreed, is the sole and exclusive holder of any intellectual property rights - including the right to use, in any form and/or manner - and other industrial property rights that could ensue from

the activity performed by Supplier and that Supplier shall hold harmless Buyer against any and every possible claim of third parties that declare that they have been damaged.

#### **16. Ownership of the Materials**

The materials (samples, equipment and moulds) that may be delivered to Supplier for the execution of the Agreement are and shall remain Buyer's property. Supplier shall be held to conserve them in good condition, to check them periodically, to repair them if and when necessary and to use them solely for the above-indicated purpose, with express ban on reproducing them entirely or in part and with the obligation of returning them on termination of the Agreement.

### **SECTION B. PROVISIONS RELEVANT TO ORDERS FOR THE SUPPLY OF GOODS**

#### **17. Supply of Goods**

In addition to the Conditions provided under Section A. above, the Conditions provided in this Section B shall apply to Orders for the supply of Goods.

#### **18. Delivery**

The Goods shall be delivered by, at the expense of and under the responsibility of Supplier, unless otherwise established in writing, to the GSK warehouse at via Nettunense n.90, Aprilia, or elsewhere as established in the Order. Until handed over at that place, the Goods shall remain entirely under Supplier's responsibility in respect of any type of risk. Supplier shall therefore be held, among other things, to provide for their transport to the place of delivery by appropriate means of transport and under the best conditions, and also to provide for contracting the sue insurances. At the moment of the handing over of the Goods and of the relative documents at the aforesaid place, ownership of the Goods shall be transferred from Supplier to Buyer. The risks of damage to the Goods or their loss, also in the absence of abnormal transport conditions, shall be transferred from Supplier to Buyer on completion of the delivered of the Goods at the place of delivery, including unloading and storage. Any loss or damage of the Goods that occurs before they have been handed over to GSK, including the possible release of the Goods to the carrier and/or the shipping agent, shall not release Supplier from its delivery obligation as agreed.

##### **Delivery term, partial delivery**

The term of the delivery of the Goods is specified on the Order. With acceptance of the Order, Supplier irrevocably undertakes to respect said term, to be considered as essential. Each supply of Goods shall be accompanied by a delivery bill which indicates, among other things, the Order number and the Order date (and all other documentation requested according to what is established by the Quality Agreement).

Supplier may deliver the entire supply in advance only if accepted in writing by GSK. In such a case, Supplier shall not be entitled to any benefit and/or increase of the consideration in relation to such early completion.

If Supplier, at any moment, has grounds for maintaining that it is not able to totally and completely process an Order within the terms of, and in conformity with, these Conditions and the Order, Supplier shall immediately notify Buyer and, at Buyer's request and without prejudice to any other right or remedy of Buyer, the Parties shall meet to discuss, and possibly agree in good faith, on the procedures that can allow for maintaining, as far as possible, the continuity of the supply referred to by the Order.

If Supplier does not respect the delivery term established on the Order without giving advance notice, or makes a partial delivery, Buyer may, at its discretion, terminate (without prejudice to Buyer's every other right or remedy) the Agreement entirely or in part and, in any case, refuse the partial delivery.

#### **19. Packaging**

Unless GSK indicates on the Order a request for special packaging, Supplier must supply the Goods with adequate packaging, taking into account the nature of the Goods and taking all measures necessary to protect the Goods from weather conditions, corrosion, loading accidents, vibrations or shocks, etc. In any case, the Goods must be packed, packaged, marked and, in any case, prepared for the delivery at the place of delivery indicated on the Order with methods that (i) conform to best commercial practice and (ii) are adequate to ensure that the Goods are delivered intact at the destination indicated on the Order and (iii) are in line with the Applicable Legislation.

#### **20. Guarantee of the Goods**

Supplier guarantees that the Goods supplied shall be free of flaws, defects and/or lack of quality such as to render them unsuitable for their intended use or which decrease their value. In particular, Supplier guarantees that the Goods/Services conform to the quality described in the Order, the Specifications and/or TTS.

Supplier also guarantees the correct functioning of the Goods sold for a term of 24 (twenty-four) months from the delivery date or from the date of Testing as mentioned in the above Article 10, if indicated on the Order and if successive to the delivery date, unless otherwise agreed between the Parties.

Without prejudice to the provisions of paragraph 2 of Article 1495 of the Civil Code, the term for the notifications contemplated by Articles 1495, 1497 and 1512 of the Civil Code, is established by the Parties as 30 (thirty) days from the day of the discovery of flaws, quality defects or functioning defects.

Subsequent to the notification, Supplier shall be held to promptly withdraw and to replace within 15 (fifteen) days, entirely at its own care and expense, the Goods or the parts of the supplied Goods that are defective, without the requested qualities or with functioning defects, without prejudice to the right of the Buyer under Article 1492.

Until complete replacement and/or repair of the Goods, GSK shall be entitled to suspend the payments of the relevant supply, without prejudice to the right of GSK to claim compensation for any further damages sustained.

#### **21. Inspections**

Supplier agrees that GSK, its Affiliates and their respective agents and representatives are entitled, on each occasion, to inspect and to carry out an audit both of the Place of Manufacture and of the production of the Goods in conformity to the Specifications agreed between the Parties and of the TTS. Supplier undertakes to immediately inform GSK, as soon as it gains knowledge, of any visit or proposed or not pre-announced inspection of the Place of Manufacture on the part of any regulatory authority and to allow GSK, its Affiliates and their respective agents and representatives, to attend and to participate in such visit or inspection.

Supplier, without additional charge to GSK, shall cooperate with any reasonable request for assistance put to the same by GSK in order to obtain and maintain any marketing authorisation whatsoever or any other regulatory approval requested. Supplier shall obtain and maintain any regulatory authorisation of its pertinence, required for the production of the Goods and the sale of the same to Buyer.

### **SECTION C. PROVISIONS RELATIVE TO ORDERS FOR THE SUPPLY OF SERVICES**

#### **22. Supply of Services**

In addition to the Conditions provided under Section A. above, the Conditions provided in this Section C. shall apply to Orders for the supply of Services.

### **23. Execution of the supply of the Services**

Pursuant to Article 1655 of the Civil Code, Supplier shall supply to GSK the Services indicated in the Agreement, with organisation of the means necessary and management at its own risk, in complete autonomy and with no obligation bearing on GSK other than that deriving from prompt execution of the Agreement. Supplier shall be the sole party responsible for the organisation and coordination of the personnel used by the same for the performance of the Services (the "Appointed Personnel") and shall have power of management and of supervision over the Appointed Personnel.

The obligations assumed by Supplier towards GSK are qualified in agreement between the Parties as obligations of result.

### **24. Materials and Equipment**

If necessary according to the specific type of Services to be performed in favor of GSK, Supplier must guarantee the availability of spare parts, materials and equipment ("Materials and Equipment") suitable for the performance of the Services in conformity with the Agreement, assuming all liability for any flaws or defects in said Material and Equipment. Supplier is responsible for the quality of the Materials and Equipment, which must all be exclusively of best quality. The Material and Equipment must be in best usage conditions and adequate for the work assumed, the terms and the requisites contemplated by the Applicable Legislation. GSK is entitled to check on their efficiency and, if necessary, Supplier shall provide for their replacement, repair, potentiation or anything else expressly requested by GSK.

### **25. Supplier's Obligations**

For the execution of the Services, Supplier shall take avail of Personnel (a) qualitatively and numerically adequate and holding the professional qualifications corresponding to the technical needs required by the nature of the Services and (b) employed under the Applicable Legislation and the applicable Collective Agreement.

The Supplier shall respect all obligations regarding remuneration, contributions and insurance and every other obligation and duty deriving from the work relationship with the Appointed Personnel, also complying with every applicable provision for their protection, accident prevention and physical safety. The Supplier must – at the request of GSK – present suitable documentation proving compliance with the obligations contemplated under this paragraph on the part of Supplier and of any subcontractors and/or self-employed workers used for the performance of the Services.

The Supplier shall hold harmless and indemnify Buyer against any payment request of any kind whatsoever and put forward by any subject whatsoever, and/or against any sanction that may directly or indirectly ensue from non-compliance with the obligations towards the Personnel assigned to the execution of the Services and with the remuneration, contribution and insurance towards the

Personnel and, in any case, shall hold harmless and indemnify GSK against any and every prejudicial consequent whatsoever that may be caused to the same from the application of (a) Article 1676 of the Civil Code, (b) Article 29 of Legislative Decree 276/2003, as amended, and (c) Legislative Decree 81/2008 as amended, and against any claim or action on the part of the Appointed Personnel regarding the labor relationship or the relationship in fact existing with Buyer.

### **Art. 25-bis. Obligations of the supplier (and subcontractors) in tax matters**

Pursuant to art. 17-bis of Legislative Decree no. 241 of 9 July 1997, the buyer who entrusts the performance of a work or service is required to request from the supplier a copy of the payment proxies relating to the payment of withholding tax of the workers directly employed in the performance of the service, if, cumulatively, the annual amount of the contracted works or services exceeds 200,000 euros, there is prevalent use of labour at the client's places of business and there is use of capital goods owned by the client (or attributable to it).

In the event that the present contractual relationship could constitute the obligation referred to in the previous paragraph, the Parties acknowledge and accept the following.

(i) The Supplier, as contractor, (and the sub-contractors/sub-suppliers possibly involved in the performance of the Services) is obliged to send to GSK, as principal - according to the detailed information described in Circular no. 1/E of 12.2.2020 issued by the Inland Revenue - the following:

- a list of all workers, identified by tax code, employed in the previous month directly in the performance of the Services entrusted by GSK;
- details of the hours worked by each worker employed in the performance of the Services;
- the remuneration paid to the worker linked to the performance of the Services;
- the detail of the withholding tax paid in the previous month to the workers involved, with separate indication of those related to the performance of the Services entrusted by GSK.

(ii) It is understood that GSK shall suspend the payment of the consideration, in accordance with the limits provided for by current tax legislation, in the event of:

failure to receive the documentation referred to in this Article;

failure by the Supplier (or its sub-contractors/sub-suppliers, if any) to comply with its payment obligations.

(iii) As an alternative to the documentation referred to in art. 1.2, the Supplier (or its sub-contractors/sub-suppliers, if any) may send, by the last day of the month preceding the due date of payment of withholding tax, the certificate issued by the Inland Revenue indicating the existence of the requirements referred to in article 17-bis, paragraph 5, of Legislative Decree no. 241 of 9 July 1997, with a validity of 4 (four) months.

### **26. Exclusion of Price Review**

In compliance with Article 8 of these Conditions, the consideration due to Supplier is fixed and invariable, not subject to fluctuations or to indexation and shall not be subject to increase under any circumstances, regardless of the price trend from the date of the stipulation of the Agreement for the entire period of the execution of the Services. The Parties expressly agree to waive Articles 1664, paragraphs 1 and 2, and 1467 of the Civil Code. It therefore remains understood that under no circumstances may Supplier request a higher consideration and/or indemnity and/or termination of the Agreement or any modification to the conditions contemplated by the aforesaid regulations.

### **27. Change in the Services**

Supplier may not make any change to the Services unless immediately notified to GSK in writing and agreed on in advance in writing by the latter. In any case, Supplier shall not have the right to any additional remuneration for changes to the Services requested by Supplier and authorised by GSK.

### **28. Guarantee of the Services**

Supplier guarantees that (i) the Services provided in execution of each Order and, more in general, of the Agreement are free of flaws and deformities such as to render them, entirely or in part, unsuitable for use on the part of GSK and (ii) the supply of said Services does not breach any rights of third parties of any Applicable Legislation.



Supplier shall, at its own expense, carry out every activity that may be necessary to eliminate and/or remedy any flaw or deformity of the Services without prejudice to the right of GSK to request Supplier to compensate any and every damage, loss and/or liability that it may sustain because of such flaws or deformities.

In addition to the above and until the completion of the above-mentioned activities, GSK shall be entitled to suspend the payments of the supplies of the relative Services.

#### **29. Terms for Completion of the Services**

The completion date of the supply of the Services indicated on the Order must be considered final and peremptory to all effects. However, if special difficulties should arise during the supply of the Services, GSK, at Supplier's request, may defer the supply completion date subject to written communication in that sense to Supplier.

Deferral of the Services completion date agreed by GSK, either because of difficulty of execution or because of interruptions or suspensions in the supply, shall not entitle Supplier to request from GSK any indemnity or compensation of any kind for the extension of the execution time of the supply referred to by the Order.

#### **30. Termination for Convenience**

GSK may unilaterally terminate for convenience the Agreement giving the Supplier 30 days prior written notice. In case GSK exercises the right of termination for convenience, the Supplier shall be entitled to be paid exclusively for the activities already performed until the date of receipt of the termination notice and to be indemnified for the expenses borne. The Supplier agrees to waive the provisions of Article 1671 of the Civil Code regarding loss of profit and, therefore, in the case of withdrawal on the part of GSK nothing shall be due to Supplier on such grounds.

#### **31. Safety at Work - Risks and Prevention Measures**

Supplier declares and guarantees to GSK that it knows and complies with the provisions of Legislative Decree 81/2008, as amended, and that it holds the technical and professional requirements (as resulting from the documentation contemplated by Article 26, paragraph 1, letter a), numbers 1 and 2) of said Legislative Decree 81/2008 delivered by Supplier to GSK). In the execution of the Services, Supplier promises and undertakes to comply with all the legal provisions in force on safety and hygiene at work and to effectively provide for training and instruction to the Appointed Personnel, and to comply with all the provisions of law on safety at work.

Should the performance of the Services referred to on the Order cause relevant interference risks as contemplated by the aforesaid Legislative Decree 81/2008, the Parties shall attach to every single Order the single Interference Risks Assessment Document contemplated by Article 26, paragraph 3, of Legislative Decree no. 81/2008 and they shall specifically indicate on the Order the work place safety costs as contemplated by Legislative Decree 81/2008.

If the Services are to be rendered in places/premises legally available to GSK, Supplier declares that (i) it has inspected said places/premises and has acquired knowledge of the features, conditions and means of access to said places/premises, (ii) it has ascertained the suitability of the conditions of the same for the purposes of the execution of the Services, (iii) it has received complete and circumstanced information also on the risks that are present in said places/premises, and (iv) it accepts all the conditions and terms for the execution of the Services established under the Agreement.

### **SECTION D. FURTHER GENERAL PROVISIONS**

#### **32. GSK Logos and Trademarks**

Supplier undertakes not to use the GSK logo or other images inherent to the GSK trademark unless with the explicit prior authorisation of GSK and, in any case, according to the "Guidelines for the use of the GSK logo" provided by GSK.

#### **33. Personal Data Protection**

Personal data processing for the purposes of the execution of the Agreement shall be carried out by both Parties - GSK and Supplier - in compliance to the Regulation EU 2016/679 (GDPR) and as provided below:

Personal data of which GSK is the Data Controller

GSK represents and guarantees to Supplier:

- that the personal data processed by GSK are processed by the same in compliance to the requirements of the aforesaid GDPR;
- that it is entitled to legitimately communicate this data to third parties, including natural/legal persons that supply the Goods and/or Services of which GSK avails for the execution of its own activities.

Said data are made accessible by GSK to Supplier:

- solely for the purposes of the execution of the Agreement, under the obligation of returning them entirely, without withholding copies, and of ceasing the processing on termination of the Agreement;
- In the event that the execution of the Agreement contemplates the processing of personal data by the Supplier on behalf of the Buyer, the Buyer and the Supplier will determine the reciprocal responsibilities by means of a separate agreement in accordance with Article 28 of GDPR

Personal data of which Supplier is the Data Controller

Supplier represents and warrants to GSK:

- that the personal data whose Supplier is the controller (e.g. the data of its own personnel, or of third parties with which it collaborates, etc.) are processed and communicated to the Buyer in compliance to the GDPR, with regard to privacy notice and consent.
- to be the sole responsible in case of breach of said legislation and that it shall henceforth hold harmless and indemnify GSK in the case of claims of third parties.

Privacy notice pursuant to Article 13 of Reg. 679/16. GSK, Data Controller with respect to the data received from Supplier pursuant to this Agreement, declares that said data shall be made accessible only to those, both within and outside GSK, that need said data solely for the management of the contractual relationship in progress and they may be communicated and transferred in Italy and/or abroad - also outside the European Union - exclusively for the above specified purposes, to:

- companies of the GlaxoSmithKline Group and their subsidiary, holding or affiliated companies
- Natural/legal persons that are suppliers of Goods and/or Services of which GSK avails in the execution of its own activities.

The Supplier and/or third parties that collaborate with the same, is entitled to exercise the access right pursuant art. 15 of the GDPR.

These rights are exercised, with an informal request, by letter addressed to Pfizer Consumer Manufacturing Italy S.r.l., Via Nettunense n. 90, 04010, Aprilia (LT) or email to the address: [it.cpa@gsk.com](mailto:it.cpa@gsk.com).

The request will be processed without undue delay

#### **34. Insurance**

The Supplier, without the latter's contractual liabilities being consequently limited in content or value, represents and warrants to have stipulated and undertake to maintain effective at its own initiative and expense and until the delivery of the Goods or for the entire duration of the activities until the completion date of the Services (and possible Testing):

1) a Civil Liability Insurance policy with a leading insurance company with single maximum coverage without franchise of no lower than € 2,500,000 (Euro two million five hundred thousand) per incident/year. The policy must also provide a maximum coverage of no lower than € 150,000 (Euro one hundred and fifty thousand) for indirect damages such as the total or partial interruption or suspension of industrial or commercial activities of Services etc. on Buyer's presentation of suitable documentation proving the damages sustained;

2) a Product Liability Insurance policy with a leading insurance company with single maximum coverage without franchise of no lower than € 2,500,000 (Euro two million five hundred thousand) per incident/year.

Supplier, on request, must exhibit suitable certification issued by the insurance company of the aforesaid insurance covers.

#### **35. Controls**

Buyer or the personnel authorized by the same, without additional costs, during normal working hours and with reasonable notice, may carry out controls at Supplier's premises to check that the Goods orders are manufactured in accordance with the Specifications and/or TTS agreed, that the Services are performed in respect of the Agreement, compliance with the provisions of Article 34, and to ascertain Supplier's fitness to execute the Agreement. Supplier shall give full collaboration within the sphere of said controls, providing all requested documentation and all useful evidence for the verification of adherence to the contractual obligations, including respect for the Anti-Corruption Laws. 2

#### **36. Confidentiality**

Supplier undertakes not to disclose to any third party any Confidential Information and not to use any Confidential Information for purposes other than the supply of the Goods or Services, also after the termination of the Agreement. Supplier's confidentiality obligation pursuant to this Article 36 shall not apply in relation to any information and/or information series (know-how) relative to GSK that:

(a) Supplier can prove by documents that it legitimately holds without breach of any right of third parties and/or of GSK and/or, in any case, any Applicable Legislation;

(b) is of public domain without breach on the part of Supplier of any right of third parties and/or of GSK and/or, in any case, any Applicable Legislation.

Supplier, always bound pursuant to Article 1381 of the Civil Code, may disclose Confidential Information to its own employees, agents and/or subcontractors that need such Confidential Information for the execution of the Agreement and providing they are also bound in writing to maintain the secrecy pursuant to clauses not less burdensome than those herein. Supplier recognizes and agrees that the Confidential Information is and shall remain the exclusive property of GSK. Supplier undertakes, at the request of GSK, to deliver to GSK the physical supports containing the Confidential Information and all the material developed by or on behalf of Supplier based on or including the Confidential Information.

#### **37. Applicable Law and Jurisdiction**

The Parties recognize and accept that any dispute that is not amicably solved shall fall under the judicial authority of the Italian State, that the applicable law is Italian law and that any such dispute shall fall under the exclusive jurisdiction of the Court of Rome.

#### **38. Prevention of Corruption**

Supplier agrees that he shall comply fully at all times with all applicable laws and regulations, including but not limited to anti-corruption laws, and that he has not, and covenants that he will not, in connection with the performance of this Agreement, directly or indirectly, make, promise, authorize, ratify or offer to make, or take any act in furtherance of any payment or transfer of anything of value for the purpose of influencing, inducing or rewarding any act, omission or decision to secure an improper advantage; or improperly assisting him or GSK in obtaining or retaining business, or in any way with the purpose or effect of public or commercial bribery, and warrants that it has taken reasonable measures to prevent subcontractors, agents or any other third parties, subject to its control or determining influence, from doing so. For the avoidance of doubt this includes facilitating payments, which are unofficial, improper, small payments or gifts offered or made to Government Officials to secure or expedite a routine or necessary action to which we are legally entitled. For the purpose of this Agreement, "Government Official" (where 'government' means all levels and subdivisions of governments, i.e. local, regional, national, administrative, legislative, executive, or judicial, and royal or ruling families) means: (a) any officer or employee of a government or any department, agency or instrumentality of a government (which includes public enterprises, and entities owned or controlled by the state); (b) any officer or employee of a public international organization such as the World Bank or United Nations; (c) any officer or employee of a political party, or any candidate for public office; (d) any person defined as a government or public official under applicable local laws (including anti-bribery and corruption laws) and not already covered by any of the above; and/or; (e) any person acting in an official capacity for or on behalf of any of the above. "Government Official" shall include any person with close family members who are Government Officials (as defined above) with the capacity, actual or perceived, to influence or take official decisions affecting GSK business.

GSK shall be entitled to terminate this Agreement immediately on written notice to Services provider if he fails to perform its obligations in accordance with this Clause 38. Supplier shall have no claim against GSK for compensation for any loss of whatever nature by virtue of the termination of this Agreement in accordance with this Clause

#### **39. Legislative decree 231/2001**

Supplier declares to have policies aimed at prevent crimes commission, also through an adequate system of internal controls.

Supplier undertakes, while performing the Agreement, to strictly comply with Italian Anticorruption Laws, including the Legislative Decree 231/2001 and the Law 190/2012. Supplier declares di know the Legislative Decree 231/2001 governing the administrative liability of entities and specifically undertakes to not commit, not even in terms of tentative, any act or behavior which might constitute a breach of the provisions under Legislative Decree 231/2001.

Supplier is aware that GSK has adopted its own Organizational Model pursuant to Legislative Decree 231/2001, with all annexes and applicable policies including the disciplinary system, where applicable.

# General terms and conditions of purchase of goods and/or services

## Pfizer Consumer Manufacturing Italy S.r.l.



In case The Supplier is prosecuted for one of the crimes envisaged under Legislative Decree 231/2001 or is subject to an ad interim interdictory measure under Section 9, paragraph 2 of said Decree, or is subject to significant claims under the same or the breach of the GSK Organizational Model is assessed, GSK shall be entitled to terminate this Agreement under art. 1456 c.c.

#### 40. Ethical standards and human rights

In connection with the performance of the Contract, the Supplier guarantees that to the best of its knowledge, it respects the human rights of its personnel and does not employ child or forced labour, does not apply unsafe working conditions or cruel or abusive disciplinary practices in the workplace and does not discriminate against any worker for any reason (including racial, religious, disability, gender, sexual orientation or gender identity reasons); and remunerating each worker at least at the minimum wage, provides each worker with all the legal safeguards and complies with the laws on working time and the rights of workers of the States in which he operates. the Supplier will have to respect the rights of own dependent of freedom of association

Name of Supplier and Seal: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Title of Signatory: \_\_\_\_\_

41. Pursuant to Sections 1341 and 1342 of the Italian Civil Code, the Supplier expressly approves the following clauses: 3. Validity of the General Terms and Conditions; 4. Conclusion of the Agreement, 5. Changes to and Suspension of the Order, 12 Penalty for delay, 14. Transfer of rights and subcontracting, 15. Use of the Goods Purchased and/or of the Result of the Services and Third-Party Rights, 18. Delivery, 20. Guarantee, 25. Supplier's obligations - Indemnity, 26. Exclusion of Price Review, 27. Change in the Services, 28. Guarantee for the services, 29. Terms for Completion of the Services, 30. Termination for Convenience (article that grants the Buyer the right to withdraw from the Contract with notice, establishing the consequences of the withdrawal), 34. Insurance, 37 Applicable Law and Jurisdiction, 38. Prevention of Corruption

Name of Supplier and Seal: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Signatory: \_\_\_\_\_

Title of Signatory: \_\_\_\_\_