

TERMS & CONDITIONS OF PURCHASE

1. GENERAL REMARKS: The following "Terms & Conditions of Purchase" are deemed to include (i) the Supplier Code of Conduct, as amended from time to time ("Supplier Code of Conduct"); and (ii) the Safety Instructions For Sellers as amended from time to time ("Safety Instructions For Sellers") and shall apply to all Purchase Orders ("Order") placed by Pfizer Asia Pacific Pte Ltd (hereinafter referred to as "Buyer"), unless the order expressly specifies otherwise. The applicability of the Seller's general terms and conditions of business, including without limitation terms and conditions mentioned in the Seller's offer or order confirmation, shall be excluded under all circumstances, even if they do not contradict these Terms & Conditions of Purchase, unless they were explicitly accepted by Buyer in writing. However, in the event Buyer and Seller have concluded a written agreement defining their rights and obligations in respect to the subject matter of the order, the provisions of such concluded agreement shall prevail in the event of inconsistencies with the conditions set forth in this Terms & Conditions of Purchase. Any modifications and amendments of this Terms & Conditions of Purchase may only be made in writing and exclusively with respect to such individual Order in question. Unless repugnant to the context, the terms "goods" shall include "services".

2. ACCEPTANCE: Unless otherwise waived / advised by the Buyer, acceptance of this Order shall be communicated in writing within three (3) working days from receipt of the Order by the Seller. In the absence of a written acceptance hereof, the acceptance of the delivery of any material, equipment or services ordered thereunder by the Buyer, shall be at the sole discretion of the Buyer.

3. PRICE: Prices stated in the Order are final and represent the sole and exclusive consideration payable to the Seller hereunder for the goods or services provided under the Order or the terms and conditions of the Order. Such prices will remain firm until the execution of the Order and no modifications therefrom will be accepted without a specific agreement in writing signed by the Buyer. Prices stated in the Order includes all taxes except Singapore goods and services tax ("GST"), which (if applicable) the Buyer shall be liable to pay to the Seller at the prevailing rate, subject to the receipt of a valid GST invoice in which the amount of GST is separately stated. The Seller shall ensure that the GST invoice includes the date of the Order, the invoice number, the Customer's Order number, the Seller's GST registration number and any supporting documents that the Buyer may reasonably require. In the event the Buyer is required to directly pay any other taxes, custom duties or other charges to any government authority ("Other Taxes") that are not set out in the Order in connection with the goods or services provided (whether levied in respect of the importation of materials by the Seller or whatsoever) under the Order or the terms and conditions of the Order, the Seller shall on demand by the Buyer, immediately reimburse such amount equivalent to the Other Taxes to the Buyer. The Seller further agrees to indemnify and hold harmless the Buyer against any Other Taxes (including any fines, penalties, interests and reasonable expenses arising therefrom or with respect thereto). For the avoidance of doubt, the Seller acknowledges that it has no right to request for reimbursement by the Buyer to compensate the Seller for any adverse tax effect associated with any deduction or withholdings from any payment made by the Buyer to the Seller.

4. DELIVERY: Time is of the essence and in case the goods or services are not received within the stipulated delivery date, the Buyer reserves the right (without prejudice to any other rights it may have): (i) to cancel the Order or any part thereof without any penalty to the Buyer; or (ii) refuse to accept any subsequent delivery of the goods or services which the Seller attempts to make; or (iii) return the goods part-delivered or services part-rendered to the extent practicable, at the expense of the Seller or (iv) recover from the Seller any expenditure reasonably incurred by the Buyer in obtaining the goods and services in substitution from another seller; or (v) claim damages for any additional costs incurred by the Buyer which are in any way attributable to the Seller's failure to deliver the goods or services on the due date; or (vi) unless higher liquidated damages are stated on the Order, recover from the Seller as liquidated damages at 1% of the Order price for delay of each full week or part thereof, subject to a maximum of 10% of the Order price. When a date of delivery is stipulated in the Order or where an Order is placed for the supply of goods or services in accordance with a program, such stipulation shall be the essence of such Order.

5. MATERIAL: Buyer reserves the right to accept or reject the whole or any part of the supply if not found suitable for use due to discrepancies in quality, specifications, weight, dimensions etc., or due to delayed or irregular delivery. The rejected supplies shall have to be lifted by the Seller from the factory or such other place as maybe specified by the Buyer within 15 days from the date of rejection, at the Seller's risk and expense and the Buyer shall not be responsible for any loss and/or damages to the same. The Buyer assumes no obligation in relation to the supplies delivered in excess of those specially ordered. The Buyer will not be liable in respect of any Order not given or confirmed on its official printed forms duly signed by the Buyer or his authorized representative.

6. CONFORMANCE TO THE TECHNICAL SPECIFICATION: The goods or services as per the Order are to be supplied strictly in accordance with the specifications indicated in the Order. Any deviations, whatsoever, from the said specifications are liable to be rejected wholly or in part. However, the Buyer shall have the right to make changes to the designs, specifications and/or quantity, as applicable, covered by the Order at any time, by written notice.

7. INSPECTION: Without prejudice to the Seller's obligations of supplying the goods that meet: (i) the specifications; (ii) the delivery dates; and (iii) which conform to the warranties, the Buyer, or any third party nominated by the Buyer shall have the right to inspect goods at any time before dispatch and require such tests as may be required to be carried out to their satisfaction and for this purpose the Seller shall allow the Buyer's representatives reasonable access to Seller facilities and address and notify Buyer when the goods are ready for inspection or testing (OR) alternatively all goods supplied shall be subject to inspection by Buyer at the point of delivery. Goods not approved on inspection, either with regard to the quality or quantity shall be rejected by the Buyer within a reasonable time. If defective goods are shipped or services rendered are deficient, without prejudice to other remedies available to the Buyer including but not limited to the indemnification obligations of the Seller, the Buyer may, at its sole discretion, demand the Seller to take any one or more of the following relief measures: (i) accept returns at its own risk and expense, within 15 days of notification of rejection by Buyer, and to replace some or all of the defective goods or services as the Buyer deems necessary; and/or (ii) supply additional quantities of the goods or services in the event there is a shortfall in quantity; and/or (iii) refund of the price received for the non-conforming goods or deficient services; and/or (iv) reimburse the Buyer for all reasonable expenses incurred by the Buyer resulting from any rejection or correction of defective and/or delayed goods or services. Without prejudice to the Buyer's rights as stated herein, the Buyer shall also be entitled to sell or dispose of the goods after expiry of the said '15 days notification period', on the account and risk of the Seller either by public auction or by private sale without any further notice to the Seller.

8. PACKING: The goods supplied must be sufficiently and properly packed and the Seller shall adhere to any special instructions given by the Buyer. Detailed specification of contents must be attached to each package in compliance with applicable statutes, regulations and rules (including but not limited to name of goods, gross and net weight, batch number and manufacturing and expiry date). Unless otherwise specifically stated, all packing cases, containers and other packing material shall be supplied free. Any loss arising due to improper packing will be to the Seller's account and the Buyer will not be liable for any damage or loss in transit.

9. PAYMENT: The payment will be made as per the actual weight or quantity received by the Buyer. The Buyer's records shall be considered final and conclusive on these points. The Buyer shall make the payment within such timelines as are stated in the Order, against the bills upon receipt of material in good condition. The Buyer is unilaterally entitled to set off any payments to the Seller against any claims of the Buyer and of its Affiliates against the Seller and/or its Affiliates.

10. SHIPPING DOCUMENTS: Deliveries shall be accompanied by appropriate shipping documents including those specifically mentioned by Buyer, if any. All shipping documents and/or invoices shall contain the Purchase Order Number and, where applicable, any additional identification numbers or information as to the specific goods or services.

11. GUARANTEE / WARRANTY: The Seller represents and warrants that the goods and services when delivered: (i) will be of good material and workmanship, merchantable and free from any defect, legal or otherwise, (ii) will conform strictly to the specifications, drawings or samples specified or furnished in the Order, QA contract and all the relevant cGMP regulations, and (iii) will be fit for the intended use and purpose. All warranties shall survive any intermediate or final inspections, delivery, acceptance, or payment and shall continue in effect, in the case of services, through a period of one year commencing from the date of rendering of such services to the Buyer and, in the case of goods, through the residual useful life of such goods. The Seller agrees, represents and warrants that he and his sub-contractors have and will continue to possess all the licenses, permissions and certificates needed for the manufacture, sale and delivery of goods and performance of the services required, hereunder, in accordance with the currently applicable GMP rules and other applicable laws (including but not limited to the Medicines (Good Manufacturing Practice Certificate) Regulations). The Seller agrees to comply with all applicable laws and adhere to ethical business practices.

12. TRANSIT RISK: The goods shall be delivered by the Seller to the Buyer at the Buyer's place of business or at such other place of transportation as may be specified in the Order provided nevertheless that from the time of the dispatch thereof from the Seller's premises and until such delivery, the risk of any loss or damage to or deterioration of the goods from whatsoever cause arising shall be borne by the Seller.

13. INTERMEDIATES RISK: In the event any pharmaceutical intermediates ("Intermediates") supplied by the Buyer are used by the Seller to produce the finished goods or perform any services under this Order, upon delivery of such Intermediates to the Seller's manufacturing facility or at such other place of transportation as may be specified in the applicable tolling agreement by the Buyer, possession and risk of such Intermediates shall pass to the Seller, where the risk of any loss or damage to or deterioration of such Intermediates from whatsoever cause arising shall be borne solely by the Seller.

14. SUBLICENSE/SUBCONTRACT: The Seller is not entitled to sublicense or subcontract any of its obligations under the Order without the prior written consent of the Buyer, which consent may be granted at its sole discretion. In the event that the Buyer does grant any such approval: (a) the Seller will nonetheless remain fully liable for the performance of its obligations hereunder; and (b) the Seller will be exclusively responsible for all costs associated with any such sublicense or subcontract arrangement.

15. LIABILITY FOR INJURY: If the Seller is required by the terms of this Order to perform any work on the Buyer's premises, the Seller agrees that the Seller shall be responsible for any damages or injuries to persons or property, including Buyer's employees and agents, workers or employees, in connection with the performance of such work, and that the Seller, shall hold harmless and indemnify the Buyer from and against any liability for such damages or injuries. Before commencing such work the Seller shall furnish to the Buyer a certificate of insurance, for an adequate amount, covering risks under Public Liability and Property Damage Insurance and Workman Injury Compensation Insurance.

16. NOTICE OF INSPECTION: The Seller shall provide the Buyer with prior notice of, and the opportunity to attend (itself or through a representative of Buyer), any regulatory inspection of any facility at which any of the manufacturing, processing, testing or storage activities relating to the goods are performed ("Covered Activities"); provided, that if prior notice of any such inspection is not possible, Seller shall provide written notice and a summary of the results of such inspection to Buyer within three (3) business days after such inspection. The Seller shall provide the Buyer with copies of any written inspection reports, requests, directives or other correspondence or communications issued to the Seller by any regulatory authority relating to the Covered Activities or the goods ("Regulatory Communications") within three (3) business days of the Seller's receipt thereof. Prior to responding to any Regulatory Communications, the Seller will provide a copy of any such responses to the Buyer for the Buyer's review and comment.

17. COMPLIANCE: (a) The obligations of the Buyer under this Order is subject to the Seller complying with all anti-corruption laws including, but not limited to the Prevention of Corruption Act 1960, Singapore (2020 Revised Edition) ("PCA"), United States Foreign Corrupt Practices Act, 1977 ("FCPA") and U.K. Bribery Act, 2010 ("UKBA"). Notwithstanding any other provision of the Order, failure to comply with the provisions of all such laws by the Seller, including but not limited to PCA, FCPA and UKBA, shall result in immediate termination of this Order by the Buyer at its election and in its sole discretion without the requirement of prior notice and without the need to pay any compensation to the Seller. The Seller shall forthwith refund all moneys advanced by the Buyer without any demur or protest.

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18. SUPPLIER CODE OF CONDUCT: The Seller undertakes to adhere to the Supplier Code of Conduct (as may be amended from time to time), a copy of which is available at <https://www.viatris.com/-/media/project/common/viatris/pdf/corporate-governance/viatris-supplier-code-of-conduct.pdf>

19. SAFETY INSTRUCTIONS FOR SELLERS: The Seller undertakes to adhere to the Safety Instructions for Sellers (as may be amended from time to time), a copy of which is attached to this Order as Appendix A.

20. REMEDIES: The remedies reserved in this Order shall be in addition to any other remedies provided in law or equity. No waiver of a breach of any provision of this Order shall constitute a waiver of any other breach or of such provision. Any waiver of the terms of this Order shall only be in writing.

21. MODIFICATION OF PURCHASE ORDER AND NON-ASSIGNMENT: This Order contains the complete and final agreement between the Buyer and Seller and no agreement or the course of dealings between the Buyer and Seller or any usage or other understanding in any way purporting to modify the terms and conditions hereof shall be binding upon the Buyer unless made in writing and signed by the Buyer or the Buyer's authorized representative.

22. CONFIDENTIALITY: All Orders placed by Buyer and drawings, documents, specifications, know how etc., given in pursuance of the Order are strictly confidential, the Seller shall not dispose of any part of the Order or publish or cause to be published, any details of this Order without the Buyer's previous written consent.

23. INTELLECTUAL PROPERTY: The Seller represents, covenants, warrants and guarantees that the supplies specified herein and their importation, storage, use, manufacture, sale or supply, alone or in combination, do not violate any third parties' rights, particularly infringement of any Singapore or foreign intellectual property rights and agrees to indemnify the Buyer against all judgments, decrees, costs and expenses resulting from any such alleged infringements, and covenants that Seller will, upon request of the Buyer and at the Seller's own expense defend, or assist in the defense of action which may be brought against the Buyer, its Affiliates or those engaged with the Buyer's products.

24. DISCLOSURE OF INFORMATION: The Seller hereby agrees to share details whether in written, electronic or visual form, pertaining to manufacturing or production, technical details, specifications and such other information as is required to render the goods or services usable for the purposes intended. The Seller shall obtain the prior written consent of the Buyer, in the event of any change in the Route of Synthesis ("ROS") of Key Starting Materials, Intermediates or other raw materials, which is likely to have an impact on the regulatory filings. Subject to the confidentiality obligations, the Seller agrees to provide the Buyer with a detailed ROS upon request and agrees to support the Buyer and its Affiliates in the event of any litigation.

25. TERMINATION: The Buyer reserves the right to cancel this Order or any part thereof. Notwithstanding anything contained hereto the Buyer shall be entitled to rescind the Order, in whole or in part, if delivery of the goods is not made in accordance with the terms of this Order.

26. FORCE MAJEURE: "Force Majeure Event" means any circumstance not within a party's reasonable control, and not due to its acts or omissions, including, without limitation: (i) acts of God, flood, drought, earthquake or other natural disaster; (ii) epidemic or pandemic; (iii) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; (iv) nuclear, chemical or biological contamination or sonic boom; (v) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; (vi) collapse of buildings, fire, explosion or accident; and (vii) interruption or failure of utility service. Provided it has complied with the FM Obligations (as defined below), if a party is prevented, hindered or delayed in or from performing any of its obligations under this Order by a Force Majeure Event (the "Affected Party"), the Affected Party shall not be in breach of this Order or otherwise liable for any such failure or delay in the performance of such obligations. For clarity, raw material price increases, unavailability of raw materials, and labor disputes shall not be deemed a Force Majeure Event. The time for performance of such obligations shall be extended accordingly. The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party. The Affected Party shall: (a) as soon as reasonably practicable after the start of the Force Majeure Event but no later than three (3) days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under this Order; and use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations (the "FM Obligations"). If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than (3) weeks, the party not affected by the Force Majeure Event may terminate this Order by giving one (1) week's written notice to the Affected Party.

27. INDEMNIFICATION: The Seller hereby agrees, at its sole cost and expense, to defend, hold harmless and indemnify (collectively, "Indemnify"), to the extent permitted by applicable law, the Buyer and its Affiliates and their respective directors, officers, employees, agents and representatives of such persons and the respective successors and assigns of any of the foregoing (the "Buyer Indemnitees") from and against any and all loss or losses liabilities, damages, penalties, fines, costs and expenses (including reasonable attorneys' fees and other expenses of litigation) (collectively, "liabilities") resulting from a breach of the representations, warranties, guarantees or the covenants under this Order in addition to any suits, claims, actions and demands, in each case brought by a third party against the Buyer Indemnitees.

28. ASSIGNMENT: The Buyer may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Order, provided that it gives prior written notice of such dealing to the Seller. The Seller shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this Order.

29. NOTICES: Any notice required to be given hereunder shall be in writing and deemed to have been sufficiently given, (i) when delivered in person, (ii) on the next business day after mailing by overnight courier service, or, where overnight courier service is unavailable, by other expedited delivery provided by a recognized express courier, or (iii) when delivered via e-mail. Each notice shall specify the name and date of and parties to this Order. References in this paragraph to a time of day are to the time of day at the location of the recipient and to a business day shall be any day other than Saturday, Sunday or any day on which banks located in Singapore are authorised or obligated to be closed. Unless otherwise notified by a party to the other party, the address and contact person for such notices and communications for the Buyer shall be the Global Sourcing & Procurement representative of the Buyer who was responsible for the issuance of this Order (and the address and email address utilised by that representative) and for the Seller shall be the person utilised by the Seller in agreeing this Order (and the address and email address utilised by such person).

30. GOVERNING LAWS: This Order shall be governed by the laws of Singapore. Any dispute, controversy or claim arising out of, in relation to or in connection with this Order, including any question regarding its existence, validity or termination shall be referred by the parties to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("SIAC") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("SIAC Rules") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English.

**APPENDIX A –
SAFETY INSTRUCTIONS FOR SELLERS**

The Seller upon accepting the Order, agrees and undertakes to abide by following Safety Instructions which shall form part of the Terms & Conditions of Purchase. Any deviation thereof shall amount to a breach of the Order and shall invite penalty / rejection depending on the severity of the deviation.

1.0 Safety Instructions for Raw Material/Equipment/Gas Cylinder/ Plant & Machinery Suppliers:

- 1.1 All material shall be properly packed and labeled with necessary signage.
- 1.2 Transport vehicle shall comply with the Road Traffic Act 1961 (Revised Edition 2020) and all other applicable statutes, regulations and rules.
- 1.3 Hazardous Chemical / effluents / hazardous waste transport vehicles shall have in place an approved adequate transportation emergency response plan to deal with any accidental release of the hazardous substances, with adequate stock of emergency equipment carried on the vehicles; such as chemical fire extinguisher, neutralising agent, adsorbents, oversized drums, protective gears and Hazardous Substances Transport Approval for driver including any other licences and/or approvals required in compliance with pollution control and other applicable statutes.
- 1.4 The Seller shall ensure all materials are delivered without any damage to the container/s in which, they are packed.
- 1.5 Materials should be properly secured during the transportation to prevent any tampering or mischief affecting the quality or quantity.
- 1.6 All the chemicals shall be delivered along with Safety Data Sheet.
- 1.7 Gas Cylinders supplied are within the expiry period and shall be provided with Warning Signage, Labeling, Color Coding, valve caps, expiry date, pressure test Certificates and Certificate of Analysis. All gas cylinders shall be transported in vertical position and securely fastened.
- 1.8 All transportation shall be carried out within approval hours and along approved routes in accordance with the Hazardous Substances Transport Approval, Fire Safety Act 1993 (Revised Edition 2020), the Fire Safety (Petroleum and Flammable Materials) Regulations and all other applicable statutes and rules.
- 1.9 The Seller to ensure to adhere to material handling instructions, storage conditions, instructions relating to manner of disposal in the event of any force majeure.
- 1.10 The Seller obligation to mitigate any possible losses, without prejudice to the Buyer's rights under the terms of the Order.
- 1.11 Operating instructions and User manuals shall be provided with respective equipment/ machinery.
- 1.12 Test certificates, Calibration certificates, equipment drawings should be supplied along with respective equipment/machinery, wherever applicable.
- 1.13 Moving parts of the machinery shall be guarded as per SS 537 (2008), Code of Practice for the Safe Use of Machinery and the Workplace Safety and Health Act 2006 (2020 Revised Edition).
- 1.14 Vehicles with self-start problems, worn out tyres, damaged silencer, damaged battery terminal, or other problems that imperil life and property shall not be deployed.
- 1.15 As far as practicably possible, all packaging material shall be environment friendly and in compliance with applicable statutes, regulations and rules.

2.0 Safety Instructions for Seller:

Seller, transporter, driver and any person entering on his behalf in the Buyer's premises should adhere to Viatris' Environment, Health & Safety (EHS) policies and procedures. All workmen including contract workmen shall undergo Safety Induction Training Program, as a pre-condition to work in the Buyer's premises. The Seller shall ensure that they follow safety precautions while rendering services to the Buyer.