GENERAL INFORMATION: PRICE LIST/TERMS OF SALE/RETURN GOODS POLICY

April 3, 2017

TERMS OF SALE

Pfizer's Price List and these Terms of Sale/Return Goods Policy, applies to the U.S. market only. The U.S. market includes all U.S. Territories. The Price List and Terms of Sale/Return Goods Policy are subject to change without advance notice to customers.

No terms in any purchase order or any acknowledgement thereof (whether printed, stamped, typed or handwritten) issued by a customer or Pfizer distributor or contained on a customer portal, except terms expressing the quantity and product ordered, will be considered applicable to customer's purchase. No modifications of these Terms of Sale/Return Goods Policy, whether different or additional terms contained in any purchase order, acknowledgement form, or any other document or contained on a customer portal will be binding on Pfizer.

All orders and any correspondence pertaining thereto should be sent to:

CUSTOMER SERVICE CENTERS

Distributors/Wholesalers & Drop Ship Order Information
Pfizer Inc.
1855 Shelby Oaks Drive North
Memphis, TN 38134
Attn: Pharmaceutical Customer Service
Phone 800-533-4535
Fax 800-741-4237

Vaccines and Hemophilia
Pfizer Inc.
500 Arcola Road E-4 Box 64
Collegeville, PA 19426-3982
Attn: Pharmaceutical Customer Service
Phone 800-666-7248
Fax 484-563-0061
Email USCUSTS@pfizer.com

Pfizer Sterile Injectables
Pfizer, Inc.
275 N. Field Drive, D0991, HW1
Lake Forest, IL 60045
Attn: Pharmaceutical Customer Service
Phone 844-646-4398
Fax 262-577-6503

Hemophilia Customers
Phone 888-440-8100
Fax 484-563-0057

Puerto Rico Customers
Phone 800-981-4748
Fax 888-685-5960

Baxter (Zosyn® (piperacillin/tazobactam) Frozen Galaxy® containers)
Phone 888-229-0001
Fax 888-229-0020

For Drug Supply Chain Security Act (DSCSA) related correspondence, please send inquiries to Customer Service via our email: DSCSA@pfizer.com

All orders, whether based upon submitted quotations or not, are subject to acceptance and credit approval by Pfizer. Pfizer reserves the right to restrict order quantities. Pfizer reviews all submitted orders against lists of Restricted Parties maintained by applicable governmental authorities, including lists established under the U.S. Federal Food Drug and Cosmetic Act and the U.S. Foreign Assets Control Regulations. This review may result in orders that are delayed or blocked. Recipients of Pfizer products are required to follow all applicable laws in connection with the purchase, sale, distribution, or use of such products.

PRICES

All prices are submitted without offer.

Prices are subject to all taxes, excises, or other charges levied by any government (national, state, or local) upon the sale, consumption, or use of the products listed herein.

PAYMENT TERMS

Pfizer products may have unique payment terms as provided by contract or as indicated on the Price List or product invoice.

Payments submitted via Electronic Funds Transfer (EFT) may add an additional 4 days to the invoice due date.

Payment must be in the bank on the discount date.

Prompt pay discounts are an encouragement for prompt payment; discounts not taken at time of payment cannot be claimed at a later date.

Credit Card Policy – Pfizer may accept select credit cards as a payment option for direct purchases of Pfizer products; however, the prompt pay discount is not available when payment is made by credit card, except for physician offices purchasing vaccines. For important information concerning the use of your credit card for the purchase of Pfizer products including additional payment options for Prevnar® 13 and Trumenba®, please contact Pfizer Customer Service at 800-666-7248.

PFIZER DISTRIBUTORS – Pfizer wholesale customers and specialty distributors may only purchase Pfizer Pharmaceutical products directly from Pfizer or in the event of a supply shortage, another Pfizer distributor. A listing of Pfizer distributors can be found online at **www.pfizer.com/pdlist** or obtained from our Customer Service team.

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Pfizer may revoke Pfizer distributor status at any time.

Pfizer pharmaceutical products may only be sold to providers operating within the United States (and its Territories) who are appropriately licensed by states/territories in which they dispense or distribute product or other Pfizer distributors and in Puerto Rico, DACO priced product may only be sold to other Puerto Rico Pfizer Distributors or providers operating within Puerto Rico who are appropriately licensed by the Commonwealth of Puerto Rico in which they dispense product. Each Pfizer distributor must have a comprehensive program to ensure compliance with the Drug Supply Chain Security Act, and to assess all offers prior to purchase using a defined procedure that helps identify suspect product and suspicious orders.

Pfizer has the right to audit or request information on all purchases and sales of Pfizer Pharmaceutical products at any time and to audit processes used to purchase product from other Pfizer distributors.

Pfizer distributors must maintain their wholesale distributor license in good standing in each state/territory where it has operations and shall immediately upon request of Pfizer, forward a copy of all renewed licenses to Pfizer. Failure to submit a copy of a renewed license to Pfizer may lead to suspension of further shipments of Pfizer Product to such distributor at the applicable location until such license(s) is provided.

Each Pfizer distributor must notify Pfizer within 15 business days of its termination, suspension, revocation, forfeiture or nonrenewal of its wholesale distributor licenses for any location where it has operations.

Any deviation from these Terms of Sale may result in Pfizer terminating our business relationship and removal of recognition as a Pfizer distributor.

MINIMUM ORDER/ORDER FREQUENCY

The minimum order is $250.00.
Pfizer reserves the right to reject any order less than $250.00.

Accounts are limited to no more than one order per week per product per receiving location.

SHIPPING AND ROUTING

On orders where Pfizer pays transportation charges, Pfizer reserves the privilege of shipping via a carrier of its own choice. Where expedited delivery, special handling or routing is requested by the customer and is approved by Pfizer, the difference in transportation charges will be charged to the customer. Also, for after-hours or weekend emergency orders, Pfizer may apply a $250 handling charge.

DELIVERY

All deliveries shall be made F.O.B. point of shipment. Title to the goods sold shall pass upon delivery of the goods to the carrier.

DAMAGE OR DELAY IN TRANSIT

If merchandise arrives in broken or damaged condition, it is the customer's responsibility to ensure that the carrier's agent notes the damage or breakage on the delivery receipt. The transportation company acts as the agent of the customer/purchaser, and Pfizer is not responsible for loss of, damage to, or delay respecting the goods after delivery to the carrier. Pfizer shall assist, when requested, in formulating claims against the carrier, but Pfizer will not assume the responsibility of collecting claims against the carrier.

For any loss or damage evident at the time of delivery, customer must make notation on the delivery receipt and report to Pfizer within 7 business days of the date of delivery or 13 days from the invoice date. For concealed loss or damage, customer must report to the carrier and to Pfizer within 15 days after receipt of the shipment.

In cases in which damage, shortage, or loss is not due to transportation causes, and if upon discovery, a customer promptly reports to Pfizer any such damage, shortage, or loss, Pfizer will investigate such report and take appropriate actions, which may include, but are not limited to, providing even exchange or credit for such damage, shortage, or loss as is directly traceable to any fault or negligence on the part of Pfizer.

PRODUCT RECALLS

In the event of a Pfizer initiated recall, it is Pfizer's practice to reimburse customer for actual and reasonable expenses incurred in complying with the request as laid out in Pfizer's recall notification.

PERISHABLE PRODUCTS

Certain products require special temperature storage conditions and precautions in accordance with the caution label attached to each package. With regard to these products, Pfizer will not accept responsibility for any losses sustained through failure to store or handle as directed by the product label.

Restricted Products

Certain Pfizer products have been misused in capital punishment procedures. Such products are categorized as Restricted Products by a special designation on the Pfizer product price list. Purchasers of Restricted Products shall not use, nor resell to entities who may use, Restricted Products in capital punishment procedures. By purchasing Restricted Product(s) from Pfizer or a Pfizer wholesaler/distributor, federal, state and local government agencies, certify that any Restricted Products they acquire shall be used for medically appropriate patient care, and may not be used or resold to any other party for capital punishment uses. Pfizer may, in its discretion, determine which Products are Restricted Products.

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CHARGEBACKS

Periodically, Pfizer may recognize the request by a buying group or other Pfizer customer to designate certain Pfizer distributors as their designated Prime Vendor to supply eligible members with pharmaceutical and health care products. Pfizer products that appear on a bid award/contract will be ordered from and shipped to the eligible group members by such Pfizer distributor and invoiced at the current contract prices & quantities for each awarded item as notified to such Pfizer distributor by Pfizer.

Pfizer shall furnish such Pfizer distributor with the following information for each bid/contract awarded to Pfizer:

i. Contract number;
ii. Products under contract;
iii. Contract prices and their effective and expiration dates;
iv. A list of authorized purchasers; and
v. Such other information as may be necessary to accurately administer Chargebacks in accordance with Healthcare Distribution Alliance (HDA) guidelines applicable to such Pfizer distributor.

Pfizer shall use commercially reasonable efforts to provide such information at least five (5) business days prior to the effective date of the bid award/contract. Thereafter, Pfizer shall notify such Pfizer distributor of revisions to a bid award/contract, and any additions to or deletions from the list of authorized purchasers for each bid award/contract. The obligation of Pfizer to make reimbursements available to such Pfizer distributor shall only apply to items sold to the authorized purchaser for "its own use", as defined below. Pfizer distributor shall make commercially reasonable efforts to submit Chargeback requests that are limited to quantities of any item that were purchased for the own use of the authorized purchaser. Pfizer distributor shall notify Pfizer immediately if an authorized purchaser is suspected of using Pfizer products for purposes other than own use. In the event that Pfizer determines that an authorized purchaser is not eligible for contract prices, Pfizer distributor shall work with Pfizer to recover all discounts extended via Chargeback to the end customer and shall not deduct from Pfizer any disputed amounts. Thereafter, the Pfizer distributor shall remove the customer from all Pfizer contract pricing agreements.

The amount of a Chargeback credit/debit memo will be determined on the basis of the difference between the acquisition price furnished by Pfizer and the bid award/contract price as of the invoice date to the authorized purchaser by such Pfizer distributor. Pfizer shall furnish a list of acquisition prices and updates thereto to such Pfizer distributor whenever changes are made by Pfizer. Contract prices under a bid award/contract are considered confidential and such Pfizer distributor shall not disclose contract prices to anyone other than an authorized purchaser, buying groups representing such authorized purchasers and Pfizer unless requested by an authorized purchaser to support claims involving medical payments under Federal, State or local programs.

At least once each month and for each bid award where there are Chargebacks, the Pfizer distributor will send Pfizer an electronic Chargeback request (i.e., HDA established EDI 844 format) which shall contain:

i. Pfizer distributor's name, address and unique identifiers such as DEA, HIN number and suffix or any other additional identifiers where they exist;
ii. Pfizer distributor's debit memo number;
iii. Each authorized purchaser's DEA number and/or unique identifiers such as 340B ID, HIN number and suffix or any other additional identifiers where they exist;
iv. The contract number assigned by Pfizer and noticed to the Pfizer distributor;
v. Quantities, dates and the Pfizer distributor's invoice number for all products sold to each authorized purchaser;
vi. The NDC number for each product;
vii. The acquisition price for each product in effect on the date of invoice to the authorized purchaser
viii. The contract price for each product;
ix. Quantity of products returned to the Pfizer distributor that were covered by an earlier Chargeback request;
x. Extended Chargeback amounts for each product; and
xi. Chargeback amount requested for each transaction claimed in each debit memo and total Chargeback amount requested for all debit memos.

Pfizer shall use commercially reasonable efforts to verify the amounts in each Chargeback request and issue initial credit/debit memos in the amounts verified within five to seven (5-7) business days following receipt of a Chargeback request. Pfizer distributors acknowledge that the contract price for an item must be lower than the corresponding acquisition price for such Pfizer distributor to receive credit. Such Pfizer distributors shall not request Chargeback credit unless the authorized purchaser's acquisition price is higher than the corresponding contract price. Further, Pfizer distributors shall reverse all Chargebacks associated with products that are returned by Pfizer distributor's customers for resale.

Pfizer distributors shall not submit chargebacks for partial quantities of product less than the unit of sale as provided in the price list.

Pfizer distributors shall use the HDA EDI 844 and EDI 849 data sets to send and receive Chargebacks to/from Pfizer electronically, including for original submissions and resubmissions. Pfizer shall provide some type of response (typically in the form of EDI 849, unless there is a systems issue) within thirty (30) days of submission or resubmission of an EDI 844. Pfizer distributors shall refrain from taking any deduction prior to thirty (30) days after submission of any Chargeback for which Wholesaler has not received an EDI 849 response. If Pfizer fails to: (i) pay (in whole or in part) or (ii) provide a reason for non-payment of a Chargeback via EDI 849, during the first thirty (30) days following submission of a Chargeback request, Pfizer distributor may take a deduction for such Chargeback. Any EDI 849 response from Pfizer shall be considered as Pfizer's request for payback of any amounts that have been deducted related to the Chargeback request. If Pfizer distributor receives a response from Pfizer that denotes

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that Pfizer is investigating the request, Pfizer shall have an additional thirty (30) days to provide a determination on eligibility. After this sixty (60) day period following Chargeback submission, the Chargeback is considered closed unless a government audit requires correction or adjustment as described below. Pfizer's determination as to the Chargeback's disposition is final.

Chargebacks must be submitted within six (6) months of such Pfizer distributor's invoice to the authorized purchaser. Failure to submit a Chargeback request within this six (6) month period shall result in a waiver of rights to receive or take a credit with respect to any such Chargeback. Should a Pfizer distributor dispute the amount verified for a particular item covered by a Chargeback request, such Pfizer distributor may resubmit that item so long as such resubmission is done within six (6) months following the original invoice date to the authorized purchaser. Resubmissions made after this six (6) month period need not be considered by Pfizer. In the event of a government audit where new information surfaces that cause corrections or adjustments to prior sales, Chargeback claims can be reopened and resubmitted within twelve (12) months of the original invoice date to an authorized purchaser or as otherwise may be required in a government contract.

Pfizer reserves the right to perform random Chargeback verifications. Such verification requests may include, but are not be limited to invoice copies and proof of delivery, and will be required to be provided to Pfizer within thirty (30) days of the original request. If a response is not received within thirty (30) days, Pfizer will reverse the Chargeback paid by issuing a debit to Pfizer distributor's account. In the event that Pfizer has not already paid a Chargeback subject to verification, payment will be withheld until the requested information is received. Pfizer further reserves the right to perform an on-site audit to verify Chargeback sales. Such on-site audits may be subject to specific contract terms between Pfizer and the Pfizer distributor. In the event an audit reveals a discrepancy between the amounts of credit memos or debit memos issued under these provisions and the amounts verified, Pfizer shall issue a correcting credit memo or debit memo, as may be appropriate. Pfizer reserves the right to offset credits for Chargeback obligations with outstanding past due or previously written off invoices and deductions taken by either the Pfizer distributor or customer.
Pfizer will not reimburse any costs incurred by the Pfizer distributor or group members covering an event of product non-availability. Chargebacks will only be accepted on Pfizer products purchased in accordance with these Terms of Sale

PURCHASE FOR OWN USE

Sales by Pfizer to government agencies and other institutions (e.g., federal, state, city, charitable organizations) are made with the express understanding and agreement that the merchandise purchased by these organizations is subject to the "own use" laws; is for their sole use and may not be commercially sold by them to any other entity or person for further sale or resale.

ALL OTHER CLAIMS

All other claims must be submitted to Pfizer within nine (9) months of the original event upon which the claim is based. Pfizer reserves the right to offset credits for all other claims with outstanding past due or previously written off invoices and deductions taken by either a Pfizer distributor or customer.

NOTICE OF OBLIGATION TO REPORT DISCOUNTS

To the extent that purchaser avails itself of a prompt pay discount in accordance with the terms herein, or otherwise receives a discount from Pfizer in connection with any purchase, direct or indirect, these Terms of Sale shall constitute notice to purchaser of a discount that it may be obligated to report under applicable laws, including, without limitation, the federal anti-kickback statute, 42 U.S.C. § 1320a-7b(b), and its implementing regulations, 42 C.F.R. 1001.952(h) or (i).

PFIZER PHARMACEUTICALS PRODUCT LIABILITY PROTECTION POLICY

In the event of a claim or lawsuit arising out of the dispensing of a Pfizer pharmaceutical product, it is Pfizer's policy to defend and hold harmless the pharmacist or the pharmacist's employer if the following conditions are met:

- If a prescription product, the prescription product was properly filled by the pharmacist.
- The product was not improperly stored or packaged.
- There is no evidence of negligence or any improper or illegal act by the pharmacist or employer.
- The pharmacist has not made express warranties nor provided information inconsistent with the approved product labeling.
- The pharmacist and the pharmacist's employer, if any, provide Pfizer with prompt notice of the claim or lawsuit and fully cooperates with Pfizer in the defense of the claim or lawsuit.

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RETURN GOODS POLICY

Products may be returned on the following basis:

I. Returnable Items: The following products may be returned by customers for return goods credit without prior approval:

A. Short dated merchandise, in the original container and bearing the original label, within six (6) months prior to the expiration date.
B. Outdated merchandise, in the original container and bearing the original label, up to twelve (12) months beyond the expiration date.
C. Product damaged in transit, subject to the terms and conditions as stated herein, or material shipped in error by Pfizer.
D. Discontinued merchandise.

Note: No credit will be issued for merchandise returned more than twelve (12) months beyond its expiration date.

II. Non-Returnable (for Credit) Items: Product other than that listed above is defined as not returnable for credit, unless otherwise required by law. This includes, but is not limited to:

A. In-date product (product with more than six (6) months dating remaining).
B. Packages with trade label removed or unreadable.
C. Repackaged product.
D. Product that has been in a fire, clearance, bankruptcy, or similar sale.
E. Product sold on a "non-returnable" basis.
F. Products, including items affected by a market withdrawal or a recall, retained more than twelve (12) months beyond the expiration date noted on the package. (Product may be returned for destruction, but no credit will be issued.)
G. Merchandise purchased or otherwise obtained in violation of any Federal, State, or local law or regulation.
H. Merchandise obtained illegally or via diverted means including without limitation, products manufactured and/or imported by non-Pfizer sources from countries outside the United States.
I. Merchandise destroyed or damaged from insurable causes such as fire, water, tornado, etc., and merchandise that has otherwise deteriorated due to conditions occurring after shipment and beyond the control of the manufacturer, such as improper storage, heat, cold, smoke, etc.
J. Products marked "Non-Returnable", "Professional Sample", "Clinical Trial Package," or with similar markings or special labels.
K. Product with a prescription label attached.
L. Vaccine or biological supplies purchased through the Federal Vaccines for Children Program.
M. The following products: Zosyn® Frozen Galaxy® containers, partial Prevnar® 13 (10 per package) and partial Relistor® (methylnaltrexone bromide) Retail Convenience kits.
N. Product purchased for clinical trials or donated product

Note: Pfizer's determination as to the salvage, credit or exchange value of merchandise returned shall be final. Pfizer reserves the right to destroy returned merchandise without payment or liability.

III. Procedure for Returning Pfizer Pharmaceutical Products:

A. For all customers, returnable items may be returned without prior authorization by Company representative. Whenever you wish to return these items, pack the material in a container suitable for shipment and include a packing list that identifies each item being returned, the name and address of your company, DEA number, debit memo number, and Pfizer account number.

To ensure proper and timely handling of returns, please contact Inmar by using one of the following contact options below:

Website: **https://clsnetlink.com**
Email: **rarequest@inmar.com**
Phone: 800-967-5952
Fax: 817-868-5343

These returns should be sent to the following address for processing:

Inmar
4332 Empire Road
Fort Worth, TX 76155

If returning on behalf of another customer, you must include that customer's DEA number or HIN number to ensure the proper credit. To facilitate processing of controlled substances (schedule III-V), please segregate controlled from non-controlled items when returning product to Pfizer.

All returns shall be made in compliance with all applicable Federal and State laws and regulations. Non-direct customers (i.e., those that purchase primarily through wholesalers), see note B1 and B2 for additional credit information.

All products must be returned freight prepaid by the sender, using generally accepted shipment methods. Use a separate packing list for each carton. To facilitate processing of multiple debit memo numbers returned in a single container, please segregate product by debit memo number to ensure acceptance and accurate credit. Upon receipt of the merchandise and verification of the contents and condition of the merchandise, a

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credit memorandum will be issued as appropriate. Credit for customers other than Pfizer designated distributor customers will be issued at the lower of:

1. current list price less 10%, or
2. lowest current contract price less 10%. If there is no current contract, the most recent expired contract within the preceding 3 years will be used, less 10%.

Pfizer designated distributors will be issued credit at current list price for product submitted for credit via a Pfizer Return Authorization. Pfizer designated distributors should contact Pfizer Customer Service for a Pfizer Return Authorization and additional requirements. Partial bottles may be returned, and credit will be issued on the basis of the actual pill count. Credit will not be issued for pill counts in excess of the original container quantity. For liquids, oral powders, syringes, injectables, sponges, inhalation systems, cream and ointment products, credit will only be issued for intact and unused units of an inner pack. No credit will be issued for any others, including reconstituted product. For liquid configurations larger than a unit of use, credit will be issued in 25% increments to a maximum of 75% for any opened package.

Pfizer will not issue credit or accept charges/deductions for administrative, handling, or freight charges associated with the return of product to Pfizer. In the event product received from Pfizer is damaged to such an extent that physical return is impossible, written explanation of the product involved, nature of damage, and explanation as to why return cannot be made may be submitted to Pfizer for consideration. Pfizer will consider the request and issue no credit, partial credit, or full credit as Pfizer deems appropriate. In all other circumstances, credit or reimbursement will not normally be issued for product destroyed by customers or third parties.

B. Additional information for specific types of customers:
   1. Hospitals, Clinics, Government facilities, and other contract price entities: The Prescription Drug Marketing Act (PDMA) places specific restrictions on the return of pharmaceutical products from hospitals, healthcare entities, and charitable institutions. The following applies to those returns in compliance with the PDMA guidelines.
      (a) If products were purchased from a wholesaler under a guaranteed price contract, we will issue a refund in the form of a check mailed directly to you. Credit amounts over $5,000 will be issued as a credit through your primary wholesaler.
         i. You must supply the following information with your return: your institution's name, address, hospital DEA number and/or HIN number, and your buying group association name.
      (b) If products were purchased under a guaranteed price contract direct from Pfizer, then applicable credit will be issued to your direct account number.
      (c) For products returned from a government facility, credit will be processed through the prime vendor wholesaler. Government facilities must supply the following information with their return: institution's name, address, hospital DEA number and/or HIN number, and prime vendor wholesaler name.

   2. Non-Direct Accounts: Customarily, returned goods are channeled through your authorized wholesaler. If returned to Pfizer, appropriate credit will be issued in the form of a check mailed directly to you. Credit amounts over $5,000 will be issued as a credit through your primary wholesaler. So that we may process these returns, please include a packing list that details the product being returned, the pharmacy name, DEA number, and address to which a refund should be mailed. Should the pharmacy name, DEA number or address information be incomplete, Pfizer reserves the right to issue no reimbursement. Pfizer will not issue refunds to third party return goods processors.

NDC NUMBER LABELER CODES

0005	Wyeth Pharmaceuticals Division
0008	Wyeth Pharmaceuticals Company
0009	Pharmacia and Upjohn Company
0013	Pharmacia and Upjohn Company
0025	G.D. Searle LLC
0046	Wyeth Pharmaceuticals Inc.
0049	Roerig
0069	Pfizer Laboratories Div. Pfizer Inc.
0071	Parke Davis, Division of Pfizer, Inc.
0206	Wyeth Piperacillin
00409	Hospira Worldwide, LLC
24478	NextWave Pharmaceuticals
55724	Anacor Pharmaceuticals
58394	Wyeth Biopharma (Note: Galaxy is a registered trademark of Baxter International Inc.)
60793	Pfizer Laboratories Div. Pfizer Inc.
61570	Pfizer Laboratories Div. Pfizer Inc.
61703	Hospira Worldwide, LLC
76310	Clinigen Healthcare Ltd.