

**Pfizer Consumer Healthcare US (“PCH”)
Terms and Conditions of Sale for the
United States and its Territories
Effective 01/01/2018
Updated 09/01/2017**

I. Definitions

In this document the following words shall have the following meanings:

1. "Buyer" means the organization or person who buys Goods.
2. "Seller" means Pfizer Consumer Healthcare US (PCH), formerly known as Wyeth Consumer Healthcare (WCH) and Alacer Corporation, are subject to PCH's Terms and Conditions of Sale which are incorporated herein by reference.
 - PCH is the billing agent for Wyeth LLC and Alacer Corporation.
3. "Goods" means the articles to be supplied to the Buyer by the Seller.
4. "Intellectual Property Rights" means all patents, registered and unregistered designs, copyright, trademarks, know-how and all other forms of intellectual property wherever in the world enforceable.

II. General

These Terms and Conditions shall apply to sales of Goods by the Seller to the Buyer to the exclusion of all other terms and conditions referred to, offered or relied on by the Buyer whether in negotiation or at any stage in the dealings between the parties, including any standard or printed terms tendered by the Buyer, unless the Buyer specifically states in writing, separately from such terms, that it wishes such terms to apply and this has been acknowledged by the Seller in writing.

Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.

III. Price and Payment

Price: The price shall be the List Price, unless otherwise agreed in writing between the parties. Prices are subject to change without notice.

Credit terms may be offered subject to satisfactory credit vetting of the Buyer by the Seller. The offer of credit will be at the sole discretion of the Seller.

Terms: Buyers are authorized for one of the following payment terms.

1% 30 Days, Net 31 Days from Date of Invoice (DOI), Cash in Bank Check or Cash

1% 35 Days, Net 36 Days from Date of Invoice (DOI), Cash in Bank Electronic Funds Transfer (EFT)

1% 22 Days, Net 23 Days from Receipt of Goods (ROG), Cash in Bank Check or Cash

1% 27 Days, Net 28 Days from Receipt of Goods (ROG), Cash in Bank Electronic Funds Transfer (EFT)

Cash Discount is calculated on the **net** value of the invoice.

Compliance: Buyers that do not comply with approved terms and/or take invalid cash discounts may result in the following action(s):

- Held orders – account suspension
- Reduction in Trade Funds to cover invalid disputes

The Seller shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 2 per cent per annum.

If payment of the price or any part thereof is not made by the due date, the Seller shall be entitled to:

- Require payment in advance of delivery in relation to any Goods not previously delivered
- Refuse to make delivery of any undelivered Goods without incurring any liability whatever to the Buyer for non-delivery or any delay in delivery

III. **Goods Description**

We hereby guarantee that no article sold in adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act or is an article which may not, under provisions of the Federal Food, Drug & Cosmetic Act, be introduced into interstate commerce.

PCH hereby certifies and warrants that all goods invoiced have been produced in compliance with the requirements of the United States Fair Labor Standards Act, as amended.

PCH ships no less than 12 months of dating on any product at the time of shipment, unless agreed to by the buyer.

IV. **Order Policy**

All goods must be ordered in full case quantities.

Order Minimum: The individual order minimum per ship location is \$3,000 for all customers, with the exception of Natural and Health Channel buyers who purchase Emergen-C brands only. The individual order minimum per ship location for these customers is \$1,500.

Annual Minimum: The annual order minimum is \$150,000 for all customers, with the exception of Natural and Health Channel customers who purchase Emergen-C brands only. The annual minimum for these customers is \$20,000.

Only product purchased directly from PCH will qualify for Trade Fund support.

All orders are subject to acceptance by Pfizer Consumer Healthcare, a business Unit of Pfizer Inc., at its principal office in Madison, NJ. Title passes to the Purchaser upon shipment.

Resale Restrictions: All products sold by the Seller are only for distribution and use within the United States of America and its territories. PCH prohibits export of goods outside the US and its territories. Any deviation could result in shipment and/or account suspension.

V. **Freight**

Freight terms are FOB Origin with freight prepaid and allowed.

VI. **Delivery**

Unless otherwise agreed in writing, delivery of the Goods shall take place at the address specified by the Buyer on, or as close as possible to the date required by the Buyer. The Buyer shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.

If the Seller is unable to deliver the Goods because of actions or circumstances under the control of the Buyer, then the Seller shall be entitled to place the Goods in storage until such times as delivery may be affected and the Buyer shall be liable for any expense associated with such storage.

VII. **Risk**

Risk in the Goods shall pass to the Buyer upon receipt of the goods.

VIII. **Title**

Title in the Goods shall pass to the Buyer at the time of shipment.

IX. **Non-Compliance Deductions**

Pfizer Consumer Healthcare (PCH) does not agree to honor fine and fee deductions resulting from Retailer or Distributor non-compliance programs. These deductions include but are not limited to supply cuts, late deliveries, repackaging, bad pallets, missing packing slips, missing ASN's, etc. If issues are occurring within the fulfillment process that result in supply chain inefficiency, PCH is willing to work with its customers to understand the issue(s) and collaborate on action plans that drive long-term resolution. If fine/fee deductions are assessed against PCH, they will be classified as invalid and repayment will be expected within 15 days of the date of the deduction. Failure to repay may result in a reduction of current year category marketing funds.

X. Over, Short and Damage

All goods are sold on a firm sale basis, i.e. the Seller will not take back any goods not required by the Buyer, or not sold by the Seller.

Claims for lost or damaged product must be accompanied by the carrier agent’s freight bill, reflecting the shortage or damage notation, within 15 days of shipment delivery. Unsupported claims will not be considered. All refusals and shortages must be in cases only, not eaches. PCH reserves the right to charge a restocking fee.

XI. Unsaleable Merchandise

Pursuant to PCH’s Adjustable Rate Allowance and Product Disposition Policy (the “Policy”), PCH will compensate its direct buying customers for unsaleable merchandise via payments calculated on the basis of customer’s direct purchases of Eligible Brands (in the form of either an Adjustable Rate Allowance or a Swell Allowance). All direct buying customers will be eligible for the Adjustable Rate Allowance, except for those customers notified by PCH that they will be eligible for a Swell Allowance. PCH will not allow deductions for, or returns of, unsaleable merchandise and will no longer honor claims for physical product returns. This payment will represent full compensation for unsaleable merchandise except as specifically noted in the Policy. No additional compensation will be paid for unsaleable merchandise. Unsaleable merchandise, for the purposes of the Policy, refers to PCH products that are damaged, defective, expired, or products whose Packaging is compromised to the degree that the product is not fit for sale to consumers.

The Eligible Brands and Adjustable Rate Allowances are as follows: **Rates Effective January 1, 2018**

| Eligible Brands | Adjustable Rate |
|--|------------------------|
| Pain Management | 0.665% |
| Advil Advil Migraine Advil PM ThermaCare | |
| ChapStick | 0.241% |
| Dietary Supplements | 0.750% |
| Centrum Centrum Centrum Silver Centrum Specialist Centrum Kids Caltrate ProNutrients | |
| Gummy Only | 1.766% |
| Centrum Adult Multi-Gummies Centrum Multi-Gummies Women Centrum Multi-Gummies Men Centrum Multi-Gummies plus Omega 3 Centrum Multi-Gummies plus Beauty Emergen-C Core Gummies Caltrate Gummy Bites | |
| Gastrointestinal (x Nexium) | 0.824% |
| Fibercon Prep H | |
| Nexium | 0.688% |
| Respiratory | 0.868% |
| Alavert Advil Cold & Sinus Advil Congestion Relief | |

| | |
|-----------------------------------|---------------|
| Dimetapp | |
| Dristan | |
| Primatene (Tablets Only) | |
| Robitussin Cough Syrups | |
| Children's Advil | |
| Anbesol | |
| Emergen-C | 1.327% |
| Emergen-C | |
| Emergen-ZZZ | |

Eligible Brands and Adjustable Rate Allowances may be changed periodically (for the most current Eligible Brands and Adjustable Rate Allowances visit www.PCHpolicies.com/ and click on Adjustable rate Allowance and Product Disposition Policy). Customers eligible for a Swell Allowance can obtain their rate by contacting their PCH Sales representative. The Adjustable Rate Allowances or the Swell Allowance, as the case may be, will be multiplied by the gross sales before cash discount of the Eligible Brands purchased by a direct buying customer during the previous calendar quarter to determine the amount of the applicable payment. Payments will be made by check quarterly.

PCH believes that the Policy provides for fair and equitable compensation to its direct-buying customers for unsaleable merchandise. Therefore, customers are responsible for properly disposing of all unsaleable merchandise in accordance with applicable laws, regulations, and the Product Disposal Guidelines set forth in Attachment A to the Policy (for the most current Product Disposal Guidelines visit www.PCHpolicies.com/ and click on Adjustable Rate Allowance and Product Disposition Policy) and for ensuring that the unsaleable merchandise is not available for purchase by the consumer. Unsaleable merchandise must not be resold.

The Policy, the Adjustable Rate Allowance and Product Disposition Agreement and the Swell Allowance and Product Disposition Agreement are incorporated by reference into these Terms and Conditions of Sale (for the complete details visit www.PCHpolicies.com and click on Adjustable Rate Allowance and product Disposition Policy).

XII. TRADEMARKS:

The following are trademarks used by Pfizer:

Advil®, Advil® Cold & Sinus, Alavert®, Anbesol®, Axid®, Caltrate®, Caltrate Plus®, Centrum®, Centrum Kids®, Centrum Performance®, Centrum ProNutrients®, Centrum Silver®, ChapStick®, Children's Advil®, Dimetapp®, Dristan®, Emergen-C®, FiberCon®, Preparation H®, Primatene®, Robitussin®, ThermaCare®

XIII. Post Audit

PCH will only consider post audits received no later than twelve (12) months after the applicable calendar year ends. Example: post audit claims submitted for 2018 must be received by December 31, 2019. (For the complete details visit www.PCHpolicies.com/ and click on Post Audit Claim Policy Statement).

XIV. Severability

If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.