

**Pfizer Consumer Healthcare (“PCH”)  
Terms and Conditions of Sale  
Effective 7/1/07  
Updated January 1, 2017**

All sales of Pfizer Consumer Healthcare (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.

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.

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

**FREIGHT**

Freight terms are FOB Origin with freight prepaid and allowed.

**OVER,SHORT AND DAMAGED**

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.

**POST AUDITS**

PCH will only consider post audits received no later than eighteen (18) months after the applicable calendar year ends. Example: post audit claims submitted for 2012 must be received by June 30, 2014. (For the complete details visit [www.PCHpolicies.com/](http://www.PCHpolicies.com/) and click on Post Audit Claim Policy Statement).

**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.

## **ORDER POLICY**

All orders must be ordered in full case quantities.

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

The annual order minimum is \$100,000 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.

Prices are subject to change without notice.

All orders are subject to acceptance by PCH.

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

## **TERMS** (Effective 4/1/05, Updated 1/1/17)

Customers, including legacy Alacer Corporation customers, 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.

**NOTE:** At certain times during the year, “Special Buys” on PCH products may be available. Please contact your sales manager or visit the PfizerPort web portal for more information.

**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®

**UNSALEABLE MERCHANDISE:** (Effective 7/1/07, Updated January 1, 2017)  
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, 2017**

Eligible Brands	Adjustable Rate
<b>Pain Management</b>	<b>0.831%</b>
Advil Advil Migraine Advil PM ThermaCare	
<b>ChapStick</b>	<b>0.241%</b>
<b>Dietary Supplements</b>	<b>0.760%</b>
Centrum Centrum Centrum Gummies Centrum Silver Centrum Specialist Centrum Kids Caltrate ProNutrients	
<b>Gastrointestinal (x Nexium)</b>	<b>0.687%</b>
Fibercon Prep H	
<b>Nexium</b>	<b>0.859%</b>
<b>Respiratory</b>	<b>1.061%</b>
Alavert Advil Cold & Sinus Advil Congestion Relief Dimetapp Primatene (Tablets Only) Robitussin Cough Syrups Children’s Advil Anbesol	
<b>Emergen-C</b>	<b>1.106%</b>
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/](http://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/](http://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](http://www.PCHpolicies.com/) and click on Adjustable Rate Allowance and product Disposition Policy).