General Terms and Conditions of Purchase of Sanofi-Aventis Deutschland GmbH – a company of the Sanofi Group

Valid as at February 1, 2022

1. Scope / Purpose

The following General Terms and Conditions of Purchase ("**Terms and Conditions of Purchase**") are an integral part of all Purchase and Supply Contracts that we conclude with our Suppliers ("**Supplier"/"Suppliers**"). Provisions of the Supplier that deviate from our Terms and Conditions of Purchase, especially the Supplier's General Terms and Conditions of Business, shall not apply even if we do not separately object to their validity in individual cases. The Terms and Conditions of Purchase shall apply even if we accept without reservation the supplied products in the knowledge that the Supplier's terms and conditions are contradictory.

2. Orders

In principle, orders are only binding for us if we make them in writing. Orders by telephone or by way of electronic data interchange may only be accepted from the Supplier if such an ordering procedure has been expressly agreed with us and we have confirmed the order in writing. In this case, the contract shall only be realized with our written consent. Obvious errors (e.g. writing and calculation errors) and defects with the order, including the order documents, must be brought to our attention in writing by the Supplier for the purpose of correction and/or completion, whereby notification by email shall suffice; otherwise the contract shall be considered not to have been concluded.
The use of subcontractors requires prior written consent from us. If consent is provided, the Supplier nevertheless remains fully responsible to us for the full extent of contractual compliance.

3. Prices, terms and conditions of payment, settlement

The price shown in the order is binding. The agreed upon prices shall be understood as fixed prices plus the statutory value added tax, if the latter is not shown separately. Unless otherwise agreed in individual cases, the price shall include all services and ancillary services (e.g. assembly, installation) as well as all ancillary costs (e.g. proper packaging, transport costs including any transport and liability insurance) of the Supplier. Invoices must be issued in the currency that we indicate in our order. Insofar as no other payment condition has been agreed upon and subject to orderly receipt of the goods and/or service, we settle invoices within 30 days after receipt of the invoice.

The Supplier shall send invoices in a single copy, solely in electronic form, via the preferred invoice receipt channel as defined in https://suppliers.sanofi.com/invoicing, made out to the Sanofi company indicated in the order.
Submitted electronic invoices made out to the Sanofi company indicated in the order must include all the details which are required under valid statutory and fiscal regulations (e.g. a description of the goods/services etc. ordered) and which allow Sanofi to process the order (e.g. order number, as defined in https://suppliers.sanofi.com/invoicing .

Each invoice may bill only be for deliveries/services from one order.

Sending a paper duplicate is not necessary, this could affect the Supplier from the point of view of tax. Only electronic documents submitted via the preferred channels are valid original invoices. Invoices submitted by other means (e.g. in paper forms or which do not contain all the above mentioned details shall not be processed. Non-conformant invoices can be returned to the Supplier by email.

Payments to Suppliers are made solely on a weekly basis according to the date due.

The payment can be validly made through us or through a company of the Sanofi Group, and especially through the Sanofi European Treasury Center S.A., Brussels, Belgium, that has been authorized by us to make payments in our name.

4. Delivery time, breaches of contract

The delivery time stated in the order is binding. If the delivery time is not stated in the order and is not otherwise agreed upon, it shall be two (2) weeks from the contract conclusion. The timeliness of the delivery shall be determined by the time the goods reached the point of delivery agreed upon. If the Supplier cannot state a binding delivery time, it must state an earliest and latest delivery time.

The Supplier can only invoke the absence of necessary documents to be supplied by us if it has requested the documents in writing and has not received them within a reasonable time limit.

The Supplier is obliged to notify us in writing immediately if circumstances occur or it becomes aware of circumstances that make timely delivery or service impossible. Breakdowns, lack of energy or raw materials, and traffic disruptions, insofar as such events were not foreseeable, as well as strikes, lockouts, official decrees and cases of force majeure, shall release the affected party from the obligation of delivery and/or receipt, for the duration of the disturbance and to the extent of its effect. In this case, the Supplier shall distribute all of its remaining goods on hand among its customers in proportion to their orders. If the delivery and/or receipt is delayed by more than one (1) month by the circumstances listed in No. 4, then both the Supplier and ourselves, excluding all further claims, shall have the right to withdraw from the Contract in regard to the quantities affected by the disturbance of delivery and/or acceptance.

5. Transfer of risk

The transfer of risk shall comply with the agreed upon Incoterms. Unless otherwise agreed, the delivery must be made according to DAP (Delivery at Place) (Incoterms 2020), free to destination. For machines and technical installations, the risks are not transferred to us until confirmation that a functional test has been positively concluded.

6. Regulations and Compensations of the industrial park administrations

Our production sites are predominantly in industrial parks administered by third parties. The safety regulations imposed by the administrations of the industrial parks must be followed absolutely. The Supplier shall consult the site operators before beginning the delivery as to what guidelines apply for it during the provision of services for us in the industrial park. The guidelines communicated to it insofar must be strictly complied with by the Supplier. We shall not reimburse the costs of issuing employee ID cards and entry permits.

7. Quality assurance

The Supplier is obligated to perform effective quality assurance and to maintain a corresponding, effective quality assurance/quality management system, and to prove this to Sanofi upon request. At the request of Sanofi, the Supplier shall use a quality assurance/quality management system according to DIN ISO 9001 and/or ISO 14001 and/or DIN EN ISO 13485 or equivalent nature according to the recognized policies for GMP and GLP ("quality assurance system").

The Supplier agrees that we have the right to review its quality assurance system.

For this purpose, we or a third party commissioned by us and under an obligation of confidentiality, may perform an audit on the business premises of the Supplier during its usual business hours, in order to review the Supplier's compliance with quality regulations. Insofar as separately agreed between the parties, Sanofi may conduct regular audits of the Supplier after prior notice.

For this purpose, the Supplier shall, among other things, grant access to certification and auditing reports as well as to testing and manufacturing procedures carried out, including all records and documents relating to supply.

We and any third party commissioned by us to perform an audit will ensure that the audit is carried out in such a manner, taking the applicable data protection and other statutory regulations into account, as to disturb the business operation of the Supplier as little as possible and that there is no infringement of confidentiality agreements of the Supplier with third parties.

The costs arising from performance of the audit will be borne by us and by the Supplier itself, respectively.
The inspection can also occur by means of a questionnaire provided by us.

8. Characteristics of goods, REACH, CLP Regulation

The Supplier is obliged to ensure that the delivery is free of defects and that the agreed and/or guaranteed quality is present, as well as the quality that we can expect based on the public statements of the Supplier, the Manufacturer or third parties commissioned with distribution of the goods.

The delivered goods must correspond to the applicable legal provisions, regulations, and guidelines, in particular with regard to environmental protection, work safety and health protection, the CE regulations, legal and administrative regulations, tax and social security provisions as well as the recognized rules of science and technology.

The Supplier assures that all materials contained in the supplied goods are effectively pre-registered, registered and licensed under Regulation EC No. 1907/2006 dated December 18, 2006 ("**REACH Regulation**") and Regulation EC No. 1272/2008 dated December 16, 2008 ("**CLP Regulation**"), including all supplements, changes, and guidelines and all national laws applicable in connection with the REACH and/or CLP Regulation, with the relevant requirements of the REACH and/or CLP Regulation.

The Supplier pledges that with each delivery it shall send us a current, complete safety data sheet that corresponds to the requirements of the REACH and/or CLP Regulation.

The Supplier further pledges that if, in products delivered to us, there is a concentration of more than 0.1 percent of weight (w/w) of one or more materials that fulfill the criteria of Articles 57 and 59 of the REACH Regulation, it will provide us with sufficient information for safe use of the products.

Suppliers that deliver goods from outside the European Union to the European Union, are obliged to carry out the necessary registrations for products named in Title II of the REACH Regulation, and in accordance with Article 8 of the REACH Regulation will name a sole agent who will comply with the obligations of an importer arising from Title II of the REACH Regulation.

9. Complaints, guarantee

We will begin checking for defects within an appropriate time limit after the receipt of goods. Defects shall be considered to have been reported in a timely fashion if we report the defect to the Supplier within 14 working days after conclusion of the necessary inspection or, in the case of concealed defects, from the time of their discovery. For perishable goods, the notification will be carried out immediately.

In the case of defects, we have the right to determine the nature of subsequent performance. In addition, we have the right to statutory claims for defects. The right to compensation for damage, in particular to compensation instead of performance, remains expressly reserved.

If the Supplier does not comply with its obligation of subsequent performance within an appropriate period set by us, then we can remedy the defect ourselves and demand reimbursement for the necessary expenses for this and/or a corresponding advance.

If, due to defective delivery, a goods inspection is necessary that goes beyond the usual extent (receipt or return inspection), the Supplier shall bear the costs.
We carry out functional tests shortly after receipt of the notification of operational readiness. For systems and
devices with multiple and complicated programs, we reserve a functional testing time of 30 days.

The Supplier's liability for defects is not affected by the receipt of deliveries or by approval of submitted models or samples by us.

The legal warranty periods shall apply.

10. Liability

In cases where third parties make claims against us on the basis of the Medicinal Products Act [Arzneimittelgesetz], the Product Liability Act [Produkthaftungsgesetz], the Environmental Liability Act [Umwelthaftungsgesetz] or comparable foreign laws, the Supplier shall indemnify us regarding internal relationships, insofar as the cause of the damages lies within his/her domain and organizational area. The same shall apply if third parties make claims on us due to infringement of an industrial property right. These indemnity obligations also apply to all expenses necessarily arising for us from or in connection with a claim by a third party. We have the right, observing the due diligence

of a prudent businessman, to obtain approval for use of the relevant delivery items from authorized parties, at the expense of the Supplier.

The Supplier is also obliged to reimburse us with all expenses arising from or in connection with a recall action implemented by us with respect to the Supplier's products and/or services. We will inform the Supplier concerning the content and extent of the recall measures to be carried out – insofar as is possible and reasonable – and give it the opportunity to make a statement.

Unless agreed upon separately, the Supplier is obliged to maintain product liability insurance with flat-rate cover of at least EUR 1 million for each case of personal injury/material damage. The amount of contractual and legal liability shall remain unaffected by the extent of the insurance cover.

11. General safety and protection regulations

If, when fulfilling the contract, the Supplier does not comply with the respectively valid legal and contractual regulations within an appropriate period of time in spite of being warned, we have the right to terminate the Contract without notice for just cause.

Termination without notice for good cause can also occur if the Supplier does not comply with environmental regulations, regulations on safety and health protection, applicable ethical principles (see www.unglobalcompact.org and the Sanofi Code of Ethics: http://www.codeofethics.sanofi/) or provisions to combat illegal employment (including the following "Safety and protection regulations") and there is a possibility that this could considerably impact our business operations. This is especially the case if our public image could be affected.
The Supplier accepts that we have the right to evaluate its compliance with safety and protection regulations on the basis of our company's social responsibility.

This evaluation can be carried out through a questionnaire provided by us.

If there is a reasonable suspicion that the Supplier is infringing safety and protection regulations, a third party commissioned by us, under obligation of confidentiality, may perform audits on the business premises of the Supplier during his/her usual business hours, in order to verify the Supplier's compliance with the safety and protection regulations.

We and the third party commissioned by us to perform an audit will ensure that the audit is performed under consideration of the applicable data protection and other legal regulations, in such a manner, that the business operations of the Supplier are disturbed as little as possible, and that no infringement of the confidentiality agreements of the Supplier with third parties occur.

If the review shows that the Supplier is infringing safety and protection regulations, the Supplier shall bear the costs of the audit. Otherwise we shall bear these costs.
The Supplier must inform us immediately of the nature and extent of such conditions that, in the context of compliance with a purchase or supply contract concluded with us, could lead to us being involved in the public interest, such as an accident during transport or during handling of our products or waste.

12. Product and/or procedure conversions

Suppliers, with which we are in constant business relationships, are obliged to inform us early if they intend to implement product and/or procedure conversions or changes of the analysis method in regard to products related to us.

13. Execution documents

The Supplier may not use execution documents entrusted to it by us for the manufacture of the delivery item for purposes other than those of the contract concluded with us, reproduce them or make them accessible to third parties. We reserve all rights to this. Upon request, the Supplier must return to us all documents entrusted to it.

14. Confidentiality

The Supplier is obliged to keep strictly confidential all information, which is either labelled confidential or it can reasonably be assumed to be confidential, and that become known to it through the contractual relationship existing with us (Sanofi-Aventis Deutschland GmbH), including images, plans, drawings, calculations, execution instructions, product descriptions and other information on inventions, ideas, concepts, drafts and designs (in summary, hereinafter "**Information**"), and not to disclose it to third parties, even under a corresponding confidentiality agreement with these third parties. The Supplier shall ensure, through suitable contractual agreements, that its employees and agents that are affected by the contractual relationship with us, are also placed under a confidentiality obligation according to the regulations of No. 14 of this document. The Supplier will also prove this for us in writing upon request.

The Supplier is obliged to use information only for the purposes of its relevant contractual relationship with us, not to use it commercially and not to make it the object of industrial property rights.

The above obligations do not apply to for information of which the Supplier shall prove that it was legitimately aware before receipt by us, that it was accessible to the general public before receipt by us, without the Supplier being responsible for this, and for such information as is made accessible to the Supplier at any time by a third party that has a right to do this to the best knowledge of the Supplier. Finally, the above obligations also do not apply if the Supplier is legally obliged to reveal such information in judicial, administrative or other proceedings.

References of the Supplier to business relations existing with us or use of the name Sanofi for advertising purposes require our express consent.

This confidentiality obligation shall be valid, with its restrictions, beyond the time of mutual fulfillment of any purchase or supply contract for a further 10 (ten) years, insofar as there are no further r-reaching confidentiality obligations under statutory regulations.

After the end of the contract the Supplier shall destroy or delete information saved in its database. If the Supplier has received documents from us, it shall give them back to us or destroy them at our request. If absolutely legally necessary, the Supplier shall retain one copy for documentation services.

15. Property rights

It is the Supplier's responsibility to ensure that if the delivered goods are used in accordance with the provisions, no patents, licenses or other copyrights or protection rights inside the country or abroad are infringed.

The Supplier indemnifies us from any claims of third parties which nevertheless exist or arise. The statute of limitations is 10 years, calculated from the end of the contract.

The Supplier transfers to Sanofi-Aventis Deutschland GmbH the exclusive, temporally unrestricted right to publication, distribution, reproduction, processing and other use of all ideas, concepts, drafts and designs produced by the Supplier and ordered by us. The rights granted above extend to all types of use, especially including print advertising such as multimedia applications (website, Print-On-Demand, e-book, online publishing). The transfer of rights in this provision expressly includes the right to further transfer to third parties. The Supplier is obligated to inform Sanofi-Aventis Deutschland GmbH immediately of any inventions that are made. The Supplier is obligated to take all necessary steps to transfer the rights to Sanofi-Aventis Deutschland GmbH.

The acquisition of the aforementioned rights is compensated with reimbursement according to the respective task.

16. Data protection

Each Party shall, with regards to its own respective processing activities of personal data, for which it acts as a controller as defined in Art- 4 No. 7 GDPR, comply with its own obligations under Applicable Data Protection Law.

With regards to its duty to inform in the course of contractual preparation and performance, Sanofi refers to its Privacy Notice, which can be found here: https://datenschutz.sanofi.de

17. Customs

In the case of orders of goods in the sense of the customs law of the European Community, the following shall apply:

• If the order is addressed to the ordinary place of business of a Supplier within the customs area of the Community (Art. 4 Regulation (EU) No. 952/2013), then the order refers to Community goods within the meaning of Art. 5. No. 23 of Regulation (EU) No. 952/2013.

• If the order is addressed to the ordinary place of business of a Supplier outside the customs area of the Community (Art. 4 Regulation (EU) No. 952/2013), then the order refers to non-Community goods within the meaning of Art. 5 No. 24 of Regulation (EU) No. 952/2013.

In the event of any deviations from the above, this must be reported in text form to the contact person indicated in the order immediately upon after receipt of the order, and confirmation of this deviation by the ordering party must be waited for. Deliveries of non-Community goods must be reported to the ordering party's customs service provider, Infraserv Logistics GmbH (import@infraserv-logistics.com), in a timely manner. Representation of the orderer by the Supplier or by a third party commissioned by the latter, especially in matters related to customs, is excluded.

Insofar as a separate power of attorney was issued to the Supplier or to a third party by the ordering party at an earlier time, this shall be considered to be revoked.
In particular, in the case of delivery of non-Community goods within the meaning of Art. 5 No. 24 of Regulation (EU) No. 952/2013 , the Supplier is not obliged to identify any goods values on the shipping documents and/or other documents that deviate from the order data.

If there are criteria for granting preferences, the Supplier is obliged to provide us with proper formal and material legal evidence of preferential entitlement for all goods that qualify for preference no later than the time of delivery of the goods to their destination, without the need for any separate request on our part. After the above named time and until a separate request is made, the Supplier is obliged to immediately provide us with any subsequently issued movement certificates and/or duplicates of the same and/or other proper formal and material proofs of preference. All costs for the procurement and transmission of the abovementioned proofs of preference shall be borne by the Supplier.

The Supplier is obliged to immediately and without additional remuneration communicate detailed information to us in the case of questions related to customs, tax and foreign trade law that affect its services, , and to send us the required documents and explanations, especially Supplier declarations within the meaning of Art. 61 et. seq. DVO (EU) 2015/2447.

18. Minimum wage
If the Supplier has its business seat in Germany and the contract has been concluded with the branch in Germany, the Supplier is obliged to fulfil towards us the obligation of paying the legal minimum wage as well as taxes and social security contributions and if necessary, at the request of Sanofi, to provide appropriate proof thereof.
The Supplier only has the right to use a third company in the fulfillment of his/her contractual obligations with our express consent. However, it remains responsible to us for orderly compliance with contractual performance. If the Supplier uses a third company after our consent, the latter must comply with its legal obligations concerning payment of the legal minimum wage as well as of taxes and social security contributions, and comply with the requirements of commercial law. The Supplier must notify us promptly in writing of the name, address and competent employer's liability insurance association (including member number) of the relevant third company, before commissioning the third company, for the purpose of approving the third company for this use. In connection with this, the Supplier must notify us of the nature and extent of the contractual service to be provided by the relevant third company, before the third company is commissioned. We have the right to demand proof of the technical knowledge, performance ability and reliability of the intended third company at any time.

19. Global Compact – Anti-Corruption – Conflict of Interest – Transparency – Restricted Parties Screening – Conflict Minerals

Global Compact. Sanofi is a member of the Global Compact established by the United Nations (https://www.unglobalcompact.org) and has undertaken to support and apply certain fundamental principles in the fields of human rights, working conditions, the environment and anti-corruption. Relations with Sanofi at the time of any Order are contingent upon Supplier's respect for this same principles as well any specific code of conduct implementing such principles by Sanofi such as the

Sanofi Supplier Code of Conduct (https://suppliers.sanofi.com/-/media/Project/One-Sanofi-Web/Websites/Global/Sanofi-Suppliers-COM/fr/Sanofi-Supplier-code-of-conduct.pdf) and the Sanofi Code of Ethics (http://www.codeofethics.sanofi/). Supplier undertakes to respect these principles and/or codes of conduct during the performance of the Order and set up sufficient internal procedures, tools and measurement indicators necessary to guarantee compliance with these principles. It authorizes Sanofi to assess the effectiveness of these, itself or through a third part approved by the two Parties.

Anti-Corruption. Supplier undertakes to comply with all applicable national (regarding German law especially those of 299et seq., 333 and 334 StGB Criminal Code [Strafgesetzbuch]) and international laws and regulations regarding the prevention of and fight against corruption and influence peddling. This commitment must be extended, by Supplier to all the third parties to whom Supplier may subcontract all or part of the Order. Supplier undertakes to never propose to Sanofi employees any sum of money, gifts, loans, rebates or valuable objects.

Conflict of interests. Supplier declares that on the proof of receipt date of the Order Form formalizing the Order, no conflict of interests (hereinafter the "**Conflict of Interests**") exists to affect or that is likely to affect the performance of the Service(s) or the supplying of the Goods due to these interests conflicting with their proper realization to the detriment of Sanofi's interests. In addition, Supplier undertakes to declare any Conflict of Interest arising during performance of the Order. In this event, Sanofi shall have the right to exercise its right to terminate the order without notice for good cause.

Transparency. In the event applicable to Supplier, Sanofi shall make public the existence of this Order together with any amounts of costs paid within the framework of the Order in accordance with the prevailing legal and regulatory provisions relating to the transparency of personal connections.

Restricted Parties Screening. Supplier shall comply with any and all applicable trade regulations (including but not limited to those on embargo and embargoed countries) and shall take all the necessary measures not to work with entities or individuals who are on any (national or international) sanctions and similar restrictions lists.

Conflict Minerals. Supplier shall not use, and shall not allow to be used, any (a) cassiterite, columbite-tantalite, gold, wolframite, or the derivatives tantalum, tin or tungsten ("**Initial Conflict Minerals**") that originated in the Democratic Republic of Congo ("**DRC**") or an adjoining country, or (b) any other mineral or its derivatives determined by the Secretary of State to be financing conflict pursuant to Section 13p of the Securities and Exchange Act of 1934 ("**Additional Conflict Minerals**", and together with the Initial Conflict Minerals, "**Conflict Minerals**"), in the manufacturing of any Product that is implied in the performance of the Order. Notwithstanding the foregoing, if Supplier uses, or determines that it has used, a Conflict Mineral in the manufacturing of any such Product(s), Supplier shall immediately notify Sanofi, which notice shall contain a written description of the use of the Conflict Mineral, including, without limitation, whether the Conflict Mineral appears in any amount in the Product(s) (including trace amounts) and a valid and verifiable certificate of origin of the Conflict Mineral used. Supplier must be able to demonstrate that it undertook a reasonable country of origin inquiry and due diligence process in connection with its preparation and delivery of the certificate of origin.

20. Applicable law, jurisdiction

All the legal relationships between us and the Supplier are subject to the laws of the Federal Republic of Germany. The UN Convention on Contracts for the International Sale of Goods (CISG) dated 04.11.1980 is excluded.

Unless a different contractual regulation has been concluded with the Supplier, the legal statute of limitations shall apply.

The sole place of jurisdiction is Frankfurt am Main. For complaints by us, the place of jurisdiction is also the general court applicable to the Supplier's location.

21. Severability clause

Should any provision of these terms and conditions be or become ineffective, the validity of the remaining other provisions and purchase conditions shall not be affected.