



Rare Blood Disorders Trade Terms

Sanofi U.S. Trade Customer Support phone: (855) 489-3228 / FAX: (855) 983-2286

Email: blood-disordersCS@sanofi.com Reverse Logistics email RLCD@sanofi.com

Sanofi U.S. Trade Customer Support website: <http://www.contactus.sanofi-aventis.us/>

Rare Blood Disorders Trade Terms are applicable to customer purchases of the products listed on Exhibit A either directly from Genzyme Corporation or Bioverativ U.S. LLC (referred to collectively as "Manufacturer") ("Direct Customers") and/or customers that purchase through a wholesaler ("Indirect Customers") as set forth below. These product specific Trade Terms take precedence over any other Genzyme Corporation, Bioverativ U.S. LLC, or other Sanofi US general Trade Terms. The Trade Terms applies to products distributed within the United States and its territories.

Part A: Returned Goods Policy

Non-Returnable Policy in Direct and Indirect Customers

- Except for the Direct Customer claims set forth below, Product returned to Manufacturer is not eligible for credit for any reason including, but not limited to, the following:
 - Expired products or products nearing expiration.
 - Product involved in a bankruptcy sale or natural disaster.
 - Product deteriorated or damaged due to conditions beyond the control of Manufacturer such as improper storage, heat, cold, water, smoke, etc.
 - Product otherwise adulterated, misbranded, or counterfeit, as determined by Manufacturer, at its sole discretion.
- Product should be returned for destruction as directed by Manufacturer Corporation even though credit will not be provided.

Customer Claims Process for Direct Customers

- Manufacturer will accept Rare Blood Disorder Products return for credit due to (1) Damage during shipping, and (2) Shipping Errors, if the claims process is followed.
- If damage, shortage or overage is visible at the time of unloading and receipt of product, Customer must: (1) accept and physically receive all product, (2) sign and notate Bill of Lading with description of visible damage, (3) take photos of visible damage, (4) complete Exhibit B, Rare Blood Disorder Trade Terms Product Claim Form and submit to Sanofi U.S. Trade Customer Support at RLCD@sanofi.com
- Visible damage must be reported within ten (10) days of receipt and acceptance of product.
- Concealed damage, overage and shortage claims must be reported within thirty (30) days of receipt and acceptance of product.
- Sanofi reserves the right to deny the credit if the claim is not reported directly to Reverse Logistics team at RLCD@sanofi.com.
- Where loss, shortage, breakage, leakage, or other damage has occurred in transit, Customer agrees to cooperate fully with Manufacturer to establish a claim against the transportation company.
- Request for credit submitted without appropriate documentation may be denied.
- As the product is the property of Customer, Customer is responsible for paying Manufacturer in accordance with the invoice regardless of when credit is issued.
- Credits for damage and shortage claims will be issued at the original invoice price. Prompt pay discount and/or other discounts, if applicable, will be deducted from the credit amount.

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These Terms govern the sale of products listed on Exhibit A directly from Genzyme Corporation or Bioverativ U.S. LLC (referred to collectively as "Manufacturer"). These Terms take precedence over Customer's additional or different terms, to which Manufacturer hereby gives notice of objection. Manufacturer's acceptance of Customer's order, commencement of performance, or delivery of Products will not constitute acceptance of Customer's additional or different terms.

Part B: Terms and Sales Conditions

PRICES AND ORDERS (Direct Customers)

- All orders are subject to acceptance by Manufacturer.
- Orders will be invoiced at the price in effect on the date and time the order is accepted.
- Customer agrees orders with prices other than those in effect on the date and time of Manufacturer's acceptance will be changed by Manufacturer, without notice
- All prices are subject to change without notice.
- It is Customer's sole responsibility to update all pricing schedules and customer contracts administered by Customer, consistent with any price change made by Manufacturer. Pricing must be included on order.
- All orders must meet the established minimum/multiple order quantities
- Manufacturer, at its sole discretion, reserves the right to reject orders, to limit or allocate order quantities, to defer orders or line items, to backorder orders or line items, or to cancel orders or line items.

TERMS OF SALES (Direct Customers)

- Payment terms are clearly stated on Manufacturer invoices.
- Late payment may result in a change of credit terms at Manufacturer's sole discretion.
- The amount due must be paid pursuant to the terms herein and on the invoice, regardless of if, or when, Customer receives insurance reimbursement.
- Customer must not deduct unauthorized amounts from payment due.

SHIPMENTS (Direct Customers)

- All orders will be shipped prepaid, with title and risk of loss for the products passing to Customer upon delivery of the products by Manufacturer carrier to the Customer's facility.
- Manufacturer will pay standard transportation charges and insurance on all orders. However, if Customer requests expedited transportation, special transportation, carrier sorting, or routing, Manufacturer may require Customer to bear the costs of such special handling.

BACKORDERS

In the event Manufacturer experiences a backorder on any of its products which is expected to persist for longer than 30 calendar days, Manufacturer will reject all orders upon receipt and will require Customer to reorder product when it becomes available. In the event a backorder has been in effect for 30 calendar days, Manufacturer will cancel all orders it has outstanding and require the Customer to reorder the product when supply becomes available.

CUSTOMER DISPUTES (Applies to Direct and Indirect Customers)

Any disputes involving pricing, discounts, credits, returns, or accounts receivable issues must be reported to Manufacturer in writing within 10 days from the date of issuance by Manufacturer of the disputed invoice or credit. If the reported dispute is not resolved after one year, no credits adjustments will be issued.

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STORAGE AND HANDLING OF Manufacturer PRODUCTS (Applies to Direct and Indirect Customers)

Customers taking possession of Manufacturer products are fully responsible for complying with all applicable federal, state, and local laws and regulations related to storage, handling, and distribution of such products. Customers are also fully responsible for complying with Manufacturer product labeling and instructions as well as all storage, handling, and distribution requirements of product. Customers shall provide products only to healthcare providers duly licensed and authorized to distribute, prescribe, dispense, or administer product.

WARRANTY (Direct Customers)

Manufacturer warranty is limited to the identity and the quality of ingredients used in the products at the time they are manufactured, and in the care and skill exercised in their manufacture.

Manufacturer DOES NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING WARRANTIES AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCTS, OR CONCERNING INDICATIONS AND CONTRAINDICATIONS, DOSAGES USED, METHOD OF ADMINISTRATION OR CONDITIONS OF USE. A qualified healthcare provider should decide the indications or contraindications of any of products, as well as the suggested dose, frequency, or method of administration, after proper diagnosis.

CUSTOMER SUPPORT

Customer support inquiries may be directed by mail, phone, fax, or email.

Mail:

Sanofi US
Trade Customer Support Department
55 Corporate Drive
Bridgewater, NJ 08807-2854

Phone: (855) 489-3228

Fax: (855) 983-2286

Order Management team email: blood-disordersCS@sanofi.com

Reverse Logistics/Claims team email: RLCD@sanofi.com

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Exhibit A: Products Included

CABLIVI	NDC-58468-022-51
ALPROLIX 250	NDC 71104-0966-01
ALPROLIX 500	NDC 71104-0911-01
ALPROLIX 1000	NDC 71104-0922-01
ALPROLIX 2000	NDC 71104-0933-01
ALPROLIX 3000	NDC 71104-0944-01
ALPROLIX 4000	NDC 71104-0977-01
ELOCTATE 250	NDC 71104-0801-01
ELOCTATE 500	NDC 71104-0802-01
ELOCTATE 750	NDC 71104-0803-01
ELOCTATE 1000	NDC 71104-0804-01
ELOCTATE 1500	NDC 71104-0805-01
ELOCTATE 2000	NDC 71104-0806-01
ELOCTATE 3000	NDC 71104-0807-01
ELOCTATE 4000	NDC 71104-0808-01
ELOCTATE 5000	NDC 71104-0809-01
ELOCTATE 6000	NDC 71104-0810-01

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Exhibit B:

Customer Name	
PO#	
Order#	
Invoice #	
Material/NDC#	
Product Name	
Batch	
Claim Quantity (in eaches)	
Please indicate the nature of your claim:	
Shortage	
Overage	
Damage (must include pictures)	
Claim completed by:	
*Please indicate if return info needs to be sent to another customer	