Effective Date: May 1, 2021

SANOFI U.S. RETURNED GOODS POLICY AND TRADE TERMS

Sanofi U.S. Trade Customer Support phone: (800) 372-6634 / Reverse Logistics email: RLCD@sanofi.com
Sanofi U.S. Trade Customer Support website: http://www.contactus.sanofi-aventis.us/

Sanofi Returned Goods Policy and Trade Terms ("Terms") are applicable as follows: The Returned Goods Policy set forth in Part A is applicable to all Customers who purchase product, directly, or indirectly through a wholesaler, from Sanofi-Aventis U.S. LLC and Genzyme Corporation (together "Sanofi U.S."). The Trade Terms set forth in Part B apply to Customers that purchase directly from Sanofi U.S. Product-specific Trade Terms take precedence over these terms.

Part A: Returned Goods Policy

PRODUCT DAMAGE AND SHORTAGE CLAIMS/OVERAGE CLAIMS

- 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, and (4) complete Exhibit A, Sanofi U.S. Product Claim Form.
- Customer must submit photos and the completed Sanofi U.S. Product Claim Form to Sanofi U.S. Trade Customer Support at RLCD@sanofi.com to file a claim.
- 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.
- Customer must submit the claim directly to RLCD@sanofi.com. Sanofi reserves the right to deny the credit if the claim is not reported directly to Reverse Logistics team (RLCD@sanofi.com).
- Where loss, shortage, breakage, leakage, or other damage has occurred in transit, Customer agrees to cooperate fully with Sanofi U.S. 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 Sanofi U.S. 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, if applicable, will be deducted from the credit amount.

PROCEDURE FOR EXPIRED PRODUCT RETURNS

- All expired returns must be sent to Sanofi's Third Party Processor, Inmar, Inc. (Med-Turn Inc.).

Before sending the returns, please request a Return Authorization on the web link provided below:
https://returns.healthcare.inmar.com

- Controlled substances must be returned to Inmar Inc. (Med-Turn Inc.) in accordance with federal and state regulations governing the transfer of these substances.
- All returns must be listed on a debit memo that complies with the following requirements:
  - The debit memo must not include returned expired product from multiple facilities on one debit memo. The debit memo must only include returns of expired product from an individual facility.
  - Sanofi U.S. requires the following detail from each returning entity that purchased Sanofi U.S. product and is returning the product pursuant to the Sanofi U.S. Returned Goods Policy herein:
    - Customer through which to issue credit, if applicable; Debit Memo Number; Debit Memo Date.
    - In addition, for a returning facility including for Customers not purchasing directly from Sanofi U.S., the following details must be provided:
      - Name, DEA(on which the product was purchased) or other pharmacy identifier, Address, City, State, Zip; Product; and
      - Details, including Product Description, NDC, and Expiration Date of the product returned, Lot Number, Quantity.
- Product returns from 340B covered entities and federal government purchasers must be specified on the

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debit memo, including specific identification such as 340B ID.

- For Customers returning through other third-party processors: Sanofi U.S. will not issue credit if the third Party processor does not provide the required information noted above to Med-Turn Inc. (Inmar)
- In addition, Sanofi U.S. will not reimburse Customer for any transportation charges, processing fees or handling fees incurred by Customer when returning product through other third-party returned goods processors.

RETURNED PRODUCTS ELIGIBLE FOR CREDIT

- Short-dated Product if returned to, and received by, Sanofi's Third Party Processor (Inmar) within six (6) months prior to the expiration date
- Outdated Product if returned to, and received by, Sanofi's Third Party Processor (Inmar) up to six (6) months past the expiration date
- Full and unopened products in the original packaging sold by Sanofi U.S. if returned to, and received by, Sanofi's Third Party Processor (Inmar) within six (6) months prior to the expiration date or six (6) months past the expiration date
- Product returned within 12 months following its launch/introduction, if such return is approved by Sanofi U.S. Trade Customer Support.
- Credit will be issued for any product being returned by a Customer in any state that requires credit. In order to receive credit under the state law, Customers must clearly segregate such returns on separate debit memos.
- Sanofi U.S. may accept other returns at its sole discretion with prior approval.
- Returns from 340B customers must be included in separate debit memo.
- Request for consumer returns should be directed to Sanofi U.S. Customer Service at (800) 633-1610 and must not be returned under this Returned Goods Policy.

RETURNED PRODUCTS NOT ELIGIBLE FOR CREDIT

- Product received by Sanofi's Third Party Processor (Inmar) more than six (6) months prior to its expiration date.
- Product received by Sanofi's Third Party Processor (Inmar) more than six (6) months past its expiration date.
- Opened packages or packages with partial product, unless mandated by state law.
- Product on batched or consolidated debit memos that include product from multiple facilities on one debit memo.
- Product returned without adequate information regarding the returning entity (see Procedure section above).
- Product with original labels removed.
- Product not in original packaging.
- Repackaged Product.
- Product returned with patient labels.
- Product received in quantities exceeding original package size, including bottles and original cartons.
- Product purchased from a source other than a customer of Sanofi U.S. unless agreed to in writing by Sanofi U.S.
- Product purchased from sources outside of the United States.
- Product involved in a bankruptcy sale or natural disaster.
- Product deteriorated or damaged due to conditions beyond the control of Sanofi U.S. such as improper storage, heat, cold, water, smoke, etc.
- Products Sanofi U.S. has previously designated as "non-returnable".
- Product otherwise adulterated, misbranded, or counterfeit, as determined by Sanofi U.S., at its sole discretion.
- Products not eligible for credit should be returned for destruction as directed by Sanofi U.S. even though credit will not be provided.

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CREDIT FOR EXPIRED PRODUCT RETURNS (Applies to direct and indirect customers)

- For returns from Sanofi U.S. Customers, credit will be issued in the form of a credit memo.
- For returns from indirect customers, credit will be issued through the Sanofi U.S. Customer that services the account.
- The below crediting policy includes both direct and indirect customers:
  - **Anyone without a Sanofi U.S. contract price**: Credit will be issued at current WAC-9%.
  - **Anyone with a Sanofi U.S. contract price**: The average contracted price as determined by Sanofi U.S. during the time frame in which the Lot was sold by Sanofi U.S.
  - **Anyone with a Sanofi U.S. 340B contract price**: The average 340B price as determined by Sanofi U.S. during the time frame in which the Lot was sold by Sanofi U.S.
- Prompt pay discount, if applicable, will be deducted from expired returns credits.

These Terms govern the sale of products to Customer. These Terms take precedence over Customer's additional or different terms, to which Sanofi U.S. hereby gives notice of objection. Sanofi U.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

- All orders are subject to acceptance by Sanofi U.S.
- 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 Sanofi U.S. acceptance will be changed by Sanofi U.S., 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 Sanofi U.S. Pricing must be included on order.
- All orders must meet the established minimum/multiple order quantities
- Sanofi U.S., 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

- Payment terms are clearly stated on Sanofi U.S. invoices.
- Late payment may result in a change of credit terms at Sanofi U.S.'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

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

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BACKORDERS

In the event Sanofi U.S. experiences a backorder on any of its products which is expected to persist for longer than 30 calendar days, Sanofi U.S. 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, Sanofi U.S. 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 Sanofi U.S. in writing within 10 days from the date of issuance by Sanofi U.S. of the disputed invoice or credit. If the reported dispute is not resolved after one year, no credits or adjustments will be issued.

STORAGE AND HANDLING OF SANOFI U.S. PRODUCTS (Applies to Direct and Indirect Customers)

Customers and indirect customers taking possession of Sanofi U.S. 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 and indirect customers are also fully responsible for complying with Sanofi U.S. product labeling and instructions as well as all storage, handling, and distribution requirements of product. Customers and indirect customers shall provide products only to healthcare professionals duly licensed and authorized to distribute, prescribe, dispense, or administer product.

WARRANTY

Sanofi U.S.' 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. ***SANOFI U.S. 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: (800) 372-6634
Fax: (908) 243-9201
Order Management team email: customersupport@sanofi.com
Reverse Logistics/Claims team email: RLCD@sanofi.com

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Exhibit A: Sanofi U.S. Product Claim Form

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**	