

Sanofi U.S. Returned Goods Policy and Trade Terms: Thyrogen® (Thyrotropin Alfa for Injection)

Sanofi U.S. Trade Customer Support phone: (888) 379-6847

Thyrogen® Customer Support email: ThyrogenOperations@sanofi.com

Reverse Logistics email: RLCD@sanofi.com

Sanofi U.S. Trade Customer Support Website: <https://www.sanofi.us/en/contact-us>

Sanofi U.S. Returned Goods Policy and Trade Terms: Thyrogen® (“Terms”) govern the sale of products (“Product” or “Products”) directly from Sanofi. These Terms take precedence over Customer’s additional or different terms, to which Sanofi hereby gives notice of objection. Sanofi’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 A: Returned Goods Policy

NON-RETURNABLE POLICY IN DIRECT AND INDIRECT CUSTOMERS

- Except for the Direct Customer claims set forth below, Product returned to Sanofi 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 Sanofi such as improper storage, heat, cold, water, smoke, etc.
 - Product otherwise adulterated, misbranded, or counterfeit, as determined by Sanofi, at its sole discretion.
- Product should be returned for destruction as directed by Sanofi even though credit will not be provided.

CUSTOMER CLAIMS PROCEDURE FOR PHYSICIAN OFFICE, GROUP PRACTICE, OR CLINIC PURCHASING THYROGEN DIRECT FROM SANOFI ONLY

- Sanofi will accept Product 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) email the invoice number in question and any applicable photos to RLCD@sanofi.com. Photos of the damage must be submitted with the claim for credit.
- 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.
- All Product must be returned with a Return Authorization label provided by Sanofi U.S. Reverse Logistics team.
- Sanofi reserves the right to deny the credit if the claim is not reported directly to Sanofi U.S. 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 Sanofi to establish a claim against the transportation company.
- Request for credit submitted without appropriate documentation may be denied.

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- As Product is the property of Customer, Customer is responsible for paying Sanofi 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.

Part B: Terms and Sales Conditions

PRICES AND ORDERS (DIRECT CUSTOMERS)

- All orders are subject to acceptance by Sanofi.
- 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's acceptance will be changed by Sanofi, 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. Pricing must be included on order.
- All orders must meet the established minimum/multiple order quantities.
- Sanofi, 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 Sanofi invoices.
- Late payment may result in a change of credit terms at Sanofi'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 Product by Sanofi carrier to the Customer's facility.
- The Sanofi will pay standard transportation charges and insurance on all orders. However, if Customer requests expedited transportation, special transportation, carrier sorting, or routing, Sanofi may require Customer to bear the costs of such special handling.

BACKORDERS

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

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CUSTOMER DISPUTES (APPLIES TO DIRECT AND INDIRECT CUSTOMERS)

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

STORAGE AND HANDLING OF SANOFI PRODUCTS (APPLIES TO DIRECT AND INDIRECT CUSTOMERS)

- Customers taking possession of Sanofi 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 Sanofi 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)

- Sanofi'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 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, or email.

Mail:

Sanofi U.S.
Trade Customer Support Department
55 Corporate Drive
Bridgewater, NJ 08807-2854

Phone: (888) 379 - 6847

Thyrogen® Customer Support email: ThyrogenOperations@sanofi.com

Reverse Logistics/Claims email: RLCD@sanofi.com