

SYNVISC RETURNS GOODS POLICY AND TRADE TERMS**Sanofi U.S. Trade Customer Support phone: 888-379-6847****Contact Us https://cscontactus.sanofi.us/faq_page.aspx****Reverse Logistics email: RLCD@sanofi.com****Email: CustomerSupport@sanofi.com**

These product trade terms are applicable to all licensed healthcare professionals and their practicing facilities that purchase directly from Sanofi U.S., and which have not purchased the products through wholesalers or distributors ('customer'). For purposes of these product trade terms, Sanofi U.S. refers to Sanofi-aventis U.S. LLC. and/or Genzyme Corporation.

Part A: Returns Good Policy**PRODUCTS ELIGIBLE FOR RETURN AND CREDIT**

- Product return requested by customer from Sanofi U.S. Reverse Logistics within 10 business days of customer receipt and returned within 30 business days of customer receipt with a Return Authorization form, and in compliance with return process below, will be issued a credit for the purchase price.
- Product that is not eligible for credit (see below) will not be authorized for return under this section.

PRODUCTS NOT ELIGIBLE FOR RETURN AND CREDIT

- Product return requested by customer from Sanofi US. Reverse Logistics more than 10 business days after customer receipt, and/or returned after 30 days of customer receipt or returned without a Return Authorization form.
- Expired product, except when required by law.
- Product involved in a bankruptcy 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.
- Non-original or repackaged product.
- Product not purchased directly from Sanofi U.S.
- Damaged Products that are not returned in accordance with the Damage and Shortage Claims section below.

RETURN PROCESS

- Contact Sanofi US Reverse Logistics at RLCD@sanofi.com 888-379-6847 for the required pre – authorization.
- Sanofi U.S. Reverse Logistics will email Return Authorization form that customer must include in the return's shipment.
- Authorized returns will be credited to the customer's direct account at purchase price

CUSTOMER DAMAGE AND SHORTAGE CLAIMS

- In the event that a product is damaged upon delivery and must be returned to Sanofi U.S. for claims processing, the customer is responsible for the following:
 - Contacting Sanofi Reverse Logistics by 888-379-6847 emailing RLCD@sanofi.com to file a claim.
 - If product damage is visible at the time of unloading and receipt, Customer must accept and physically receive all product, sign and notate Bill of Lading with description of damage to the visibly damaged product, and complete

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Exhibit A, Product Claim Form for the damaged product. Submit photos and the completed form to Sanofi U.S. Reverse Logistics at RLCD@sanofi.com to file a claim. Photos of the damage must be submitted with the claim for credit.

- Reporting visible claims within 10 business days of receipt of Product.
- Reporting concealed damages, overages, and shortages within 30 days of receipt of Product.
- Where loss, shortage, breakage, leakage, or other damage has occurred in transit, Customer agrees to cooperate fully with Sanofi U.S. in Sanofi U.S.'s effort to establish a claim against the transportation company.
- Request for credit submitted without appropriate documentation may be denied.
- As the received shipment is the property of the Customer; the Customer is responsible for paying invoice within terms to Sanofi U.S. regardless of when credit is issued.

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.
- 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 shall not deduct unauthorized amounts from payment due.

PAYMENT METHODS

- Check: lockbox address for mailing the payment is noted on the invoice.
- Credit card (AMEX, MasterCard, Visa)
- Electronic Funds Transfer (EFT): Requires signed Sanofi U.S. EFT Agreement.

SHIPMENTS

- All orders shall 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.

CUSTOMER DISPUTES



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- Any disputes involving pricing, discounts, credits or returns must be reported to Sanofi U.S. Reverse Logistics by emailing RLCD@Sanofi.com and documented in writing within 10 business days from the date of issuance by Sanofi U.S. of disputed invoice or credit. If the reported dispute is not proven within one year, no credits or adjustments will be issued. For any accounts receivable issues contact ARandCredit@sanofi.com

STORAGE AND HANDLING OF SANOFI U.S. PRODUCTS

- Customers taking possession of product 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 U.S.'s product labeling and instructions as well as all storage, handling, and distribution requirements of 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

For medical or product information, or to report an adverse event or a product quality complaint, please call **800-633-1610**

Sanofi U.S. Trade Customer Support inquiries may be directed by mail, phone, or email:

Mail:

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

Product Claim Form



55 Corporate Dr.
Bridgewater NJ 08807
RLCD@sanofi.com

CUSTOMER NAME

PURCHASE ORDER NO.

STANDARD ORDER NO.

INVOICE NO.

MANUFACTURER

PRODUCT NAME

MATERIAL NO. / NDC NO.

BATCH

CLAIM QUANTITY (IN EACHES)

PLEASE INDICATE THE NATURE OF YOUR CLAIM:

Shortage

Overage

Damage

CLAIM COMPLETED BY: