



## PURCHASE ORDER TERMS AND CONDITIONS For Canadian Purchase Orders

The following terms and conditions (these “**Terms and Conditions**”) apply to and govern purchase orders (each, a “**PO**”) issued by the Canadian Sanofi entity specified on such PO (the specific entity issuing such PO is herein called “**SANOFI**”) for goods and/or services ordered from the vendor indicated on the relevant PO (“**VENDOR**”).

### ARTICLE 1 DEFINITIONS

Definitions shall have the meaning ascribed to them in the articles in which they are defined or hereinbelow, as applicable.

**1.1 “Background IP”** shall mean all Intellectual Property Rights that are owned by a Party prior to the Term, that are developed by a Party outside the scope of a PO without relying on information received from the other Party, or that are assigned or licensed to such Party by a third party outside the scope of a PO.

**1.2 “Intellectual Property Rights”** shall mean intellectual property rights of any kind existing in any country, registrable, or unregistrable including those arising out of or relating to patents (including the rights to patentable, or non-patentable inventions, discoveries, know-how, trade secrets and other confidential information), designs, trademarks, domain names, databases, copyright, and any registration or application thereof, along with the renewal and/or extension of any such rights.

**1.3 “Party”** means either SANOFI or VENDOR and “Parties” means both of them.

### ARTICLE 2 PURPOSE

**2.1 Scope of Terms and Conditions** – These Terms and Conditions and each PO issued by SANOFI shall become a binding contract between SANOFI and VENDOR when the relevant PO is accepted by VENDOR. Commencement of performance by VENDOR within the timeframe set forth in a PO shall constitute deemed acceptance of these Terms and Conditions.

**2.2 Exclusion of VENDOR’s Conditions of Sale** – These Terms and Conditions constitute the entire agreement between the Parties with regards to the subject matter herein. VENDOR’s conditions of sale shall not apply to the supply of goods or performance of services by VENDOR.

**2.3 PO of Precedence** – Notwithstanding the foregoing, the Parties may enter into a different, written agreement signed by both Parties that governs the supply of products and/or services by VENDOR. In such situation, these Terms and Conditions shall, unless the Parties agree otherwise, be incorporated by reference into such agreement. In the event of overlap or inconsistencies between the specific terms of the agreement, and these Terms and Conditions, the specific terms of the agreement shall prevail.

### ARTICLE 3 TERM

**3.1 Limited Duration** – The term of each PO (the “Term”) shall be for the period until the later of the date when there is no longer any value remaining in the PO or the time period specified in the PO expires. The Term cannot be extended, unless the Parties mutually agree otherwise, except as set out in writing.

### ARTICLE 4 TERMINATION

**4.1 Right to Terminate** – Without prejudice to any other rights or remedies, and without any liability or termination fees:

- (a) SANOFI may terminate a PO for convenience, in whole or in part, upon at least thirty (30) days advance written notice to VENDOR;
- (b) either Party may terminate a PO, in whole or in part, upon breach of any material provision of the PO or these Terms and Conditions by the other Party, or repeated breaches, if such breaching Party has not cured such breach(es) within thirty (30) days following a first written notice sent by the non-breaching Party;
- (c) SANOFI may terminate a PO, in whole or in part, upon written notice to VENDOR, if VENDOR breaches any of its obligations related to confidentiality, personal data protection, security, social regulations, ethics and business integrity, health, safety and environment, pharmacovigilance or in the event of a perceived or actual conflict of interest;

(d) SANOFI may terminate a PO, in whole or in part, upon written notice to VENDOR, if any or all of the goods and/or services ordered under such PO fail to conform to the specifications contained in such PO or contain any latent or apparent defect, or if VENDOR is in breach of any implied, express or statutory warranty or any other of the provisions herein, including delivery terms;

(e) SANOFI may terminate a PO, in whole or in part, upon written notice to VENDOR, if any of the following events occurs: insolvency of VENDOR; the filing of a petition in bankruptcy against VENDOR, the appointment of a receiver or trustee for VENDOR; or the execution by VENDOR of any assignment for the benefit of creditors; and

(f) SANOFI may terminate a PO, in whole or in part, upon written notice to VENDOR, if VENDOR undergoes a change in control (i.e., a transfer of direct or indirect ownership in which a new person or entity obtains a fifty percent (50%) or greater direct or indirect ownership interest in VENDOR).

**4.2 Consequences of Termination** – If a PO is terminated pursuant to Section 4.1;

(a) SANOFI may, without prejudice to any of the rights and remedies provided by law and at its sole discretion: refuse acceptance of future deliveries of the goods, services or resulting deliverables, return any delivered goods to VENDOR at VENDOR’s expense and risk, and purchase similar goods and/or services elsewhere and charge VENDOR for all extra costs relating thereto;

(b) VENDOR shall invoice SANOFI, and SANOFI shall pay VENDOR for the compliant goods and deliverables delivered, or services rendered prior to the effective date of expiration or termination;

(c) VENDOR shall reimburse SANOFI the purchase price for all undelivered goods and deliverables, unperformed services and returned goods and deliverables; and

(d) VENDOR shall deliver, or otherwise dispose of (as instructed in writing by SANOFI), all of SANOFI’s proprietary and Confidential Information, and materials in its possession or under its control.

### ARTICLE 5 FINANCIAL CONDITIONS

**5.1 Prices** – The prices set forth in a PO represent the complete cost payable by SANOFI for the relevant goods and/or services and include any and every applicable charge, tax, levy or duty of any kind up to the point of delivery, except as set forth in Section 5.4.

**5.2 Invoicing** – VENDOR will submit invoices in a single copy, only in electronic format, through the preferred invoice reception channel(s) as defined under <https://suppliers.sanofi.com/invoicing>, within one hundred twenty (120) days of all goods delivered and/or services performed. SANOFI will have no obligation to pay any invoice which is not submitted within such one hundred twenty (120) day period. Electronic invoices must include all elements specified by applicable laws or by Sanofi at <https://suppliers.sanofi.com/invoicing>. Sending a paper duplicate is explicitly not required and may have an impact on VENDOR from the perspective of taxation. Only electronic documents received through preferred channels represent valid original invoices. Invoices sent through other channels (e.g. paper) or that do not include all the elements referred to above will not be processed. Uncompliant invoices may be returned to VENDOR by email.

**5.3 Payment Terms** – Unless stated otherwise on a PO, SANOFI shall pay undisputed invoices within ninety (90) days from receipt. Without prejudice to any other right or remedy it may have, SANOFI reserves the right to set-off any amount owing to it by VENDOR against any amount payable by SANOFI to VENDOR.

**5.4 Taxes** – Any Goods and Services Tax (GST), Harmonized Sales Tax (HST), Quebec Sales Tax (QST), Provincial Sales Tax (PST), Value Added Tax (VAT) and other similar taxes, duties and charges of any kind as applicable imposed by any federal, provincial, territorial or local government entity on any amount payable by SANOFI hereunder shall be clearly itemized as such in the relevant invoice and are not included in the prices. As applicable, VENDOR shall (a) provide valid applicable registration GST/HST and QST numbers to SANOFI before performing any services or delivering any goods, (b) maintain its GST/HST and QST registration numbers during the performance of its obligations under a PO and (c) indicate such numbers on invoices. VENDOR shall promptly inform SANOFI of any change to such numbers. If no valid GST/HST and QST numbers are provided to SANOFI in a timely manner before payment, SANOFI will not pay any GST/HST or QST on amounts due to VENDOR. VENDOR shall pay when due all taxes, duties, levies, remittances, deductions at source and assessments required by

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applicable law and timely file all returns and information required by applicable law in respect thereof.

**5.5 Withholding Amounts** – SANOFI shall withhold all amounts as may be required for it to comply with provincial or federal income tax regulations (including, for greater certainty, withholding taxes for non-Canadian resident vendors) and VENDOR shall be responsible for filing any tax returns as may be required for VENDOR to obtain a refund of such amounts. SANOFI shall have no liability to VENDOR or any tax authority or otherwise should VENDOR not obtain a refund of such amounts. With respect to withholding taxes, if VENDOR provides services in Canada, and if VENDOR is a not a resident of Canada, SANOFI shall be required to deduct fifteen percent (15%) withholding tax under Regulation 105 of the *Income Tax Act* (Canada) from each payment for such services provided in Canada (subject to certain exceptions) and to remit such amount withheld to the Canada Revenue Agency, unless VENDOR obtains a waiver from the Canada Revenue Agency. If the services are provided in the Province of Quebec, SANOFI shall be required to deduct twenty-four percent (24%) withholding tax from each payment for such services provided in the Province of Quebec (subject to certain exceptions) and to remit such amount withheld to the Revenu Quebec, unless VENDOR obtains a waiver from Revenu Quebec. Invoices must clearly indicate the fees, inclusive of applicable taxes, for the services (i) provided in the Province of Quebec, (ii) provided in Canada (in a province other than Quebec) (iii) provided outside Canada; and (iv) if applicable, the details of any approved expenses related to such services.

**5.6 Non-Resident** – If VENDOR is a not a resident of Canada, VENDOR must confirm to SANOFI its residency status by filing the NR300 forms that could be found on the Canada Revenue Agency website. VENDOR shall be required to provide in its invoices a breakdown of items that are subject to withholding tax and those that are not as required by SANOFI. VENDOR shall indemnify and save SANOFI harmless against any liability arising if taxes are not withheld and payment for such amount is required.

**ARTICLE 6  
LIABILITY**

**6.1 Type of Damages** – VENDOR shall be liable, and agrees to hold harmless, defend and indemnify SANOFI and its affiliates and customers, as well as their respective directors, officers, employees, agents and representatives (the "**SANOFI Indemnitees**"), from and against all claims, liabilities, demands, actions, suits or proceedings of any kind, injuries, damages, losses, expenses and/or costs (including reasonable legal fees) made or brought against, or incurred or suffered by SANOFI Indemnitees, directly or indirectly as a result of any error, omission, negligence or willful misconduct of VENDOR, its personnel, representatives, affiliates or subcontractors, or as a result of breach of any warranty, term or condition contained in the PO or in these Terms and Conditions by VENDOR, its personnel, representatives, affiliates or subcontractors.

**ARTICLE 7  
INSURANCE**

**7.1 VENDOR's Obligation to Hold an Insurance Policy** – VENDOR shall obtain and maintain, at its own expense and for the Term, insurance covering all financial consequences of VENDOR's liability under the PO. Such insurance shall include, at a minimum, a commercial general liability insurance policy for at least \$2,000,000 CAD per occurrence and in the aggregate, including coverage for product liability and for goods in transit, where applicable, and any other insurance policies that may be requested, in such amounts and with such companies and containing such provisions as shall be satisfactory to SANOFI. Upon request, evidence of such policy(ies) shall be made available to SANOFI, and SANOFI shall be named as an additional insured. VENDOR shall also notify SANOFI, as soon as possible, of any modification, termination, or suspension of its applicable insurance coverage. VENDOR's liability to SANOFI is in no way limited to the extent of VENDOR's insurance coverage.

**ARTICLE 8  
FORCE MAJEURE**

**8.1 Force Majeure Event** – Any delay or failure of a Party to perform its obligations will be excused to the extent that the delay or failure was caused by an event beyond such Party's control, without its fault or negligence and that by its nature could not have been foreseen or, if it could have been foreseen, was unavoidable (which events may include pandemics, epidemics, natural disasters, embargoes, explosions, riots, wars or acts of terrorism) (each, a "**Force Majeure Event**"). For clarity, cyber attacks shall never be considered a Force Majeure Event.

**8.2 Mitigating Force Majeure Event** – Any Party claiming a Force Majeure Event shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the Force Majeure Event. Each Party shall use its best efforts to mitigate the effects of such Force Majeure Event, remedy its inability to perform, and resume full performance of its obligations hereunder.

**8.3 Notification of Force Majeure Event** – A Party suffering a Force Majeure Event shall notify the other Party in writing as soon as reasonably practicable, specifying

the cause of the event, the scope of commitments under the PO affected by the event, and a good faith estimate of the time required to restore full performance.

**8.4 Subsisting Duties** – Except for those commitments identified in the notice of Force Majeure Event, the affected Party shall not be relieved of its responsibility to fully perform all other commitments under the PO and these Terms and Conditions. The affected Party shall use its best efforts to mitigate the effects of the Force Majeure Event and the Parties shall immediately resume performance of their obligations as soon as the Force Majeure Event ceases.

**8.5 Termination Rights** – If the Force Majeure Event continues for a period of more than ninety (90) days from the date of the notice of Force Majeure Event, the non-affected Party shall be entitled, at its sole discretion, to terminate the PO, in whole, or in part. For further clarity, each Party shall bear its own costs and expenses incurred in connection with the Force Majeure Event.

**ARTICLE 9  
AUDIT**

**9.1 Records** – VENDOR shall maintain complete and accurate records relating to the provision of goods and/or services under each PO.

**9.2 Performance of Audit** – During the performance of a PO and for a period of three (3) years thereafter, SANOFI shall have the right, upon ten (10) days prior written notice to VENDOR, to examine and audit the facilities, books and records of VENDOR and its subcontractors in order to verify (i) the accuracy of any payments required to be made under such PO, and (ii) compliance with the provisions of the PO, including, without limitation, compliance with information security and privacy practices. VENDOR shall allow SANOFI to inspect and make copies of such books and records, at any reasonable time. VENDOR shall ensure that all requirements of this Article 9 are incorporated and reflected in applicable agreements with authorized subcontractors.

**9.3 Authorized Auditors** – The audit(s) may be executed by SANOFI or a third party appointed by SANOFI (the "**Auditor**"). VENDOR shall cooperate in good faith with SANOFI as regards, the execution of the audit(s) and permit the Auditor to access records, documents, relevant systems and personnel, as required by the Auditor.

**9.4 Cost of Audit** – SANOFI shall bear the costs and expenses of all audits performed in relation to the PO. However, if, following an audit, it is determined that VENDOR is in breach of its obligations under the PO or these Terms and Conditions, all costs and expenses related to such audit shall be borne by VENDOR.

**9.5 Confidentiality of Audit Result** – All audit results shall constitute Confidential Information of both Parties.

**9.6 Discovered Breaches** – VENDOR undertakes to promptly remediate all breaches and take all appropriate measures to implement any corrective or preventive actions, or any SANOFI recommendations resulting from an audit. VENDOR's failure to implement corrective or preventive actions, or any SANOFI recommendations shall constitute a breach under these Terms and Conditions, and may give rise to termination in accordance with Section 4.1(b).

**9.7 Notice from Regulatory Bodies** – VENDOR shall notify SANOFI, as soon as practicable upon receipt of a notice from a regulatory body as regards any request for audit, inspection, or investigation by such regulatory body that relates to a PO or that may affect the performance of a PO.

**ARTICLE 10  
CONFIDENTIALITY**

**10.1 Term of Confidentiality** – The receiving party shall hold in confidence, during the Term and for ten (10) years thereafter, all Confidential Information that relates or refers to the PO and that it receives, directly or indirectly, from the disclosing party, whether in written, oral, electronic, or any other form, and whether or not labelled as confidential.

**10.2 Definition of Confidentiality** – For the purposes of this provision, "**Confidential Information**" means information of a confidential or proprietary nature that relates to the business of the disclosing party and/or its affiliates. It does not include any information or materials (a) in the public domain, (b) which the receiving party develops or otherwise acquires independently, free from any obligation of confidentiality, or (c) that the receiving party must disclose in accordance with applicable law. The receiving party shall promptly notify the disclosing party of any order or request by a governmental authority to disclose information or materials received from the other Party and shall provide reasonable assistance, as requested by the disclosing party, in preparing and filing any request for confidentiality with such governmental authority.

**10.3 Ownership of Confidential Information** – Confidential Information is the exclusive property of the disclosing party. It shall be protected by the receiving party with the same care as it takes for protecting its own, which shall consist, at a minimum, in reasonable care. The receiving party may only use such Confidential Information during the Term, and solely as necessary to perform its obligations under the PO.

**10.4 Permitted Disclosures** – The receiving party shall only disclose the disclosing party's Confidential Information to its personnel and authorized subcontractors, strictly on a need to know basis. The receiving party shall remain fully responsible for any breaches to the confidentiality obligations herein by its personnel or authorized subcontractors.

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**10.5 Return or Destruction** – The receiving party shall return to the disclosing party or destroy (as requested by the disclosing party) the Confidential Information upon expiration or termination of the PO or at any time, upon request from the disclosing party. The receiving party may however keep one (1) copy of the disclosing party's Confidential Information for legal archiving or legal or regulatory compliance purposes, subject to receiving party's continued compliance with these Terms and Conditions regarding the confidential treatment of such Confidential Information for the duration of the archiving of the Confidential Information.

**10.6 Irreparable Harm** – Each Party understands and agrees that any use or disclosure of Confidential Information in violation of these Terms and Conditions will cause the disclosing party irreparable harm for which there may not be an adequate legal remedy and shall therefore entitle such Party to seek injunctive relief from any court having jurisdiction.

**10.7 Authorized Communications** – VENDOR shall not (orally or in writing) publicly disclose, issue any press release or make any other public statement, or communicate with the media, concerning the existence of the PO, the subject matter hereof or the existence of a business relationship between the Parties, nor use SANOFI's or any of its providers' logo, name or citation. SANOFI has the right to (orally or in writing) publicly disclose, issue any press release or make any other public statement, or communicate with the media, concerning the existence of the PO, the subject matter hereof or the existence of a business relationship between the Parties.

## ARTICLE 11 INTELLECTUAL PROPERTY

**11.1 Ownership Background IP** – Each Party shall remain the owner of its Background IP, and hereby grants to the other a license to use such Background IP as required to execute its obligations under the PO or for exploiting the rights in the goods provided thereunder, or deliverables resulting therefrom.

**11.2 Ownership Foreground IP** – The Parties hereby agree and acknowledge that all Intellectual Property Rights in deliverables resulting from the performance of services under a PO, including all drawings, plans, designs, specifications, notes, reports, summaries, data, computer programs, studies, protocols, and documents created, as well as all improvements or modifications thereto ("**Foreground IP**"), shall belong to SANOFI, regardless of their form, nature or state of completion. Consequently, VENDOR hereby assigns, and agrees to assign all right, title and interest into any such Foreground IP to SANOFI, and agrees to complete all necessary documentation to perfect such assignment. In the event that VENDOR does not own all rights in and to the Foreground IP, or if third party rights are required to use or exploit the Foreground IP, the VENDOR shall procure, at VENDOR's sole cost and expense, the right and license for SANOFI to use all such rights.

**11.3 IP Warranty** – VENDOR warrants that the goods sold hereunder, the services performed hereunder, and the deliverables resulting from such services and every element thereof do not and will not infringe upon any third party Intellectual Property Rights. In case of any third party claim, the VENDOR shall obtain the right for SANOFI to continue to use such Intellectual Property Rights or shall replace or modify the potentially infringing items as soon as possible. VENDOR shall, at its expense, defend and hold harmless the SANOFI Indemnitees against any suit, action or other proceedings from and against all charges, claims, liabilities, losses, costs and expenses of any nature whatsoever, judgements, and damages of every kind in respect of such infringement with respect to any of the said goods and/or services. SANOFI further reserves its right to participate and be represented in any such suit, action or proceeding by its own counsel, at its own expense.

## ARTICLE 12 SPECIFIC PROVISIONS RELATED TO PO

**12.1 PO Formalization – PO Acceptance – PO Changes** – A PO shall be null and void and shall not be construed as a purchase contract, unless, within thirty (30) days of issuance (or other delay indicated on the PO), the PO is accepted or deemed accepted by VENDOR. SANOFI reserves the right, at any time, on written notice to VENDOR, to make changes to: i) specifications, drawings and data incorporated into a PO; ii) methods of shipment or packing; iii) places of delivery; and iv) times of shipment. VENDOR shall immediately notify SANOFI of any decrease or increase in costs or delays caused by such changes and shall submit a detailed revised quotation to SANOFI so that an equitable adjustment to the prices or other terms of the PO can be agreed to in writing. No such change is binding on SANOFI unless it is confirmed in a written document. Nothing is to be shipped on a PO in excess of the quantity ordered, unless SANOFI's prior written consent has been obtained.

**12.2 PO Performance** – In performing its obligations under a PO, VENDOR shall comply with the provisions of such PO and of all applicable laws, professional standards and good industry practices. VENDOR shall maintain in effect all licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations hereunder. Additionally, VENDOR shall maintain the necessary skills, capacity, equipment and qualified personnel to deliver the goods or perform the services required under the PO. VENDOR shall ensure that all its subcontractors shall be in compliance with this provision.

Any interruption or suspension of a PO performance may have critical adverse consequences for SANOFI and the continuity of its pharmaceutical business. Consequently, VENDOR undertakes to continue at all times the performance of its obligations under the PO by all possible means, including by establishing, implementing and maintaining an adequate business continuity plan aimed at ensuring, in the case of an interruption to its business, the preservation of essential data and functions, and the maintenance of services and activities, or, where that is not possible, the timely recovery of such data and functions and the timely resumption of its services.

**12.3 Acceptance of Goods and/or Services** – SANOFI may reject any goods or deliverables that are damaged, deteriorated, do not conform with the specifications, or with VENDOR's warranty or that are otherwise considered by SANOFI not to be fit for their purpose, notwithstanding any prior inspection or payment. VENDOR shall promptly repair or replace, at no cost to SANOFI, any defective goods or deliverables and shall re-perform non-conforming services. Any indulgence granted by SANOFI to VENDOR to repair or replace unsatisfactory goods or to re-perform unsatisfactory services shall not constitute a waiver by SANOFI of VENDOR's obligation of strict performance under this PO. Without prejudice to any of the rights and recourses of SANOFI, any goods or services rejected and/or returned shall be promptly refunded and/or replaced or re-performed at VENDOR's cost and expense, as per SANOFI's written request.

**12.4 Planning, Delays** – VENDOR shall notify SANOFI immediately of any situation that may delay or threaten to delay the timely delivery and/or performance of the goods, deliverables and/or services covered by a PO. All or any portion of a PO may, at SANOFI's option, be canceled without liability by SANOFI and without prejudice to SANOFI's other recourses if delivery of goods, deliverables and/or performance of the services is not made as or when specified in said PO or in these Terms and Conditions. In the event of late delivery of goods, VENDOR shall pay to SANOFI the liquidated damages (which shall not be considered penalties) indicated in the PO, if applicable.

**12.5 Information Security and Quality Measures** – Vendor shall comply and shall procure that each of VENDOR's personnel and permitted subcontractors shall comply at a minimum with the information security and quality measures currently set out in <https://suppliers.sanofi.com/en/standards-and-procedures> as amended by SANOFI from time to time.

Such terms are hereby incorporated herein by reference and the Parties expressly commit to comply with them.

**12.6 Pharmacovigilance** – Where the PO is related to a SANOFI product, specific pharmacovigilance requirements will apply. In this case, VENDOR and SANOFI shall comply with the terms of the applicable pharmacovigilance clause currently available at <https://suppliers.sanofi.com/en/standards-and-procedures> as amended by SANOFI from time to time.

Such terms are hereby incorporated herein by reference and the Parties expressly commit to comply with them.

### 12.7 Warranties

(a) **Scope** – VENDOR warrants that upon delivery, or substantial performance, as applicable, and for a period of twelve (12) months thereafter (or any such other period specified in the PO), the goods, deliverables and services provided hereunder (including without limitation any goods provided in connection with services and/or where services may be provided without goods) are sold or provided, as applicable, with legal warranty, conform to all specifications provided by SANOFI, will be suitable in every respect for the purpose intended and are of good workmanship and quality, free of all defects, new, unused and under all applicable manufacturers' warranties unless otherwise specified in the PO. VENDOR shall pass to SANOFI any and all applicable manufacturers' warranties. Approval of design by SANOFI shall not relieve VENDOR of its responsibility for the satisfactory performance of the goods provided. This warranty extends to SANOFI, its successors, assigns and users of its products, and shall be construed as a condition as well as a warranty. VENDOR shall give immediate notice if any goods, deliverables or services delivered to SANOFI fail to comply with applicable product safety rules, create substantial risk of injury to the public, or contain defects that could create a substantial risk of injury to the public. VENDOR agrees that warranties covered in this PO will survive acceptance and payment of the goods, deliverables and/or services and will be in addition to any other legal warranties or contractual warranty given to SANOFI by VENDOR.

(b) **VENDOR's Remedy Obligations** – In the event that goods, deliverables or services fail to perform in accordance with the above warranty provision, VENDOR shall, at its sole cost and expense and at SANOFI's sole choice and discretion, without limiting any other right available to SANOFI under these Terms and Conditions or at law, either (a) promptly correct, complement or replace the defective goods, deliverables or services, or (b) accept a return of the defective goods or deliverables and reimburse SANOFI for the full price paid therefor.

(c) Should VENDOR fail to promptly correct, complement, or replace non-conforming goods, deliverables or services, SANOFI may, either itself or using a third party, without prejudice to any other rights or remedies it may

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have under these Terms and Conditions or at law, procure replacement goods or have the services corrected. All costs and expenses incurred by SANOFI in connection with such replacements or rectifications shall be borne by the VENDOR, who shall provide cooperation and assistance, as required.

#### 12.8 Delivery – Transfer of Ownership and Risks

- (a) **VENDOR's Delivery Obligation** – VENDOR shall deliver the goods, deliverables and/or services on the date, and to the destination stated on the face of the PO. Unless otherwise stated in the PO, VENDOR shall deliver the goods CIP (Incoterms 2020) to the address stated on the face of the PO.
- (b) **Transfer of Ownership and Risks** – Title to the goods and/or deliverables supplied under a PO shall be transferred to SANOFI upon delivery.
- (c) **Export Obligations** – It is the entire responsibility of VENDOR to ensure the clearing of goods and/or deliverables, as applicable for export comply with the laws of the country of export, and that all shipping documents comply with Canadian Import Regulations of the Canada Border Services Agency and the *Customs Act*. Such documents should include, without limitation, physical copies of the Customs Invoice, Packing List, Certificates of Analysis, Material Safety Data Sheets and Certificate of Origin, if applicable. A copy of this documentation must be sent directly to SANOFI by e-mail to SANOFI's Customs Officer and to the recipient of the shipment and two other copies must remain with the shipped merchandise. Should an error or omission with the documentation cause the declaration to Canadian Customs Officials be deemed non-compliant, all costs incurred as a result will be the responsibility of VENDOR. All goods sent to SANOFI must be valued based on this PO.

#### 12.9 Rules Applicable in the Event of On-site Activities

- (a) **VENDOR's General Obligations** – If any portion of the services described in the PO must be performed by the VENDOR's personnel or sub-contractors, on or near a site owned, run, or operated by SANOFI, its affiliates, or its customers ("**SANOFI Premises**"), the VENDOR hereby represents and warrants that it, and its subcontractors shall:
  - (i) comply with all instructions emanating from SANOFI including those related to access, hygiene, safety, and environmental measures;
  - (ii) not disrupt daily business operations; and
  - (iii) immediately inform SANOFI of any and all event(s) that may generate a risk for the environment, health and/or safety of SANOFI's personnel and/or the equipment on the SANOFI Premises.
- (b) **SANOFI's Rights in the Case of Breach** – Should VENDOR breach any of its obligations pursuant to this Section 12.9, SANOFI may, at its sole discretion, and without prejudice to any other right it may have under these Terms and Conditions, or at law (i) request the immediate removal of any of VENDOR or its sub-contractor's personnel present on the SANOFI Premises; (ii) immediately terminate the PO, or any portion thereof.

### ARTICLE 13 ADDITIONAL PROVISIONS

**13.1 Personal Data Protection** – Under this article, the Parties agree that the terms "Personal Data", "Controller", "Processor", "Processing", "Applicable Data Protection Law", "Services" and "PO" shall have the meaning assigned to them in the Data Processing Agreement (if applicable) or otherwise the meaning assigned to them in these Terms and Conditions or, as the case may be, in the applicable law. Each Party shall, with regards to its own respective Processing activities for which it acts as a Controller, comply with its own obligations under Applicable Data Protection Law. The Parties agree that, for the purposes of performing the PO under these Terms and Conditions, VENDOR does not process Personal Data on behalf of SANOFI. However, to the extent that VENDOR processes any Personal Data on SANOFI's behalf within the scope of the PO or should VENDOR identify the fact that, during the performance of the PO, VENDOR is processing Personal Data on SANOFI's behalf (in such case, VENDOR shall immediately inform SANOFI thereof), such Processing shall be governed by the terms of the Data Processing Agreement currently available at the following address and as amended by SANOFI from time to time:

- when General Data Protection Regulation ("**GDPR**") is applicable please refer to the following link: <https://suppliers.sanofi.com/en/standards-and-procedures>
  - when GDPR is not applicable but personal information is collected/used, please contact the Canadian Privacy Officer at [Xavier.pouts@sanofi.com](mailto:Xavier.pouts@sanofi.com).
- Such terms are hereby incorporated herein by reference and the Parties expressly commit to comply with them.

Where the performance of the PO under these Terms and Conditions benefits affiliates of SANOFI, either directly or through the signature of any relevant documentation (e.g.

statement of work, purchase order, etc.), the Parties expressly agree that each SANOFI affiliate shall be regarded as a Controller independently in its own right.

#### 13.2 Global Compact - Anti-Corruption - Conflict of Interest - Transparency - Restricted Parties Screening - Conflict Minerals

- (a) **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 PO are contingent upon VENDOR's respect for these 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/>). VENDOR undertakes to respect these principles and/or codes of conduct during the performance of the PO 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 party approved by the two Parties.
- (b) **Anti-Corruption** – VENDOR undertakes to comply with all applicable national and international laws and regulations regarding the prevention of and fight against corruption and influence peddling. This commitment must be extended by VENDOR to all the third parties to whom VENDOR may subcontract all or part of the PO. VENDOR undertakes to never propose to SANOFI employees any sum of money, gifts, loans, rebates or valuable objects.
- (c) **Conflict of Interest** – VENDOR declares that on the proof of receipt date of the order form formalizing the PO, no conflict of interest (hereinafter the "Conflict of Interest") exists to affect or that is likely to affect the performance of the service(s) or the supplying of the goods due to such interest conflicting with its proper realization to the detriment of SANOFI's interests. In addition, VENDOR undertakes to declare any Conflict of Interest arising during performance of the PO. In this event, SANOFI shall have the right to exercise its right of termination under the conditions provided for in these Terms and Conditions.
- (d) **Transparency** – In the event applicable to VENDOR, SANOFI shall make public the existence of this PO together with any amounts of costs paid within the framework of the PO in accordance with the prevailing legal and regulatory provisions relating to the transparency of personal connections.
- (e) **Restricted Parties Screening** – VENDOR 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.
- (f) **Conflict Minerals** – VENDOR 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 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 PO. Notwithstanding the foregoing, if VENDOR uses, or determines that it has used, a Conflict Mineral in the manufacturing of any such product(s), VENDOR 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. VENDOR 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.

**13.3 Requirements Pursuant to Health, Safety and Environment** – VENDOR must maintain a safe working environment for its employees, subcontractors and all others at or near SANOFI's premises. VENDOR agrees to comply with all applicable safety and health laws and regulations and to adhere to SANOFI's policies and procedures relating to health and safety, including medical monitoring and immunization, where applicable. Current and updated registrations must be cleared and in place prior to conducting work activities at SANOFI's premises, with a copy forwarded to SANOFI or as otherwise directed by SANOFI. For services performed in the Province of Québec, VENDOR must, if required by applicable laws or regulations, register with the Commission des normes, de

sanofi-aventis Canada Inc.

2905, Place Louis-R.-Renaud., Laval (Quebec) Canada H7V 0A3 - Tel. 514 331-9220 - Fax : 514 334-8016 - [www.sanofi.ca](http://www.sanofi.ca)

## ARTICLE 15 GOVERNING LAW

**15.1 Governing Law** – The PO and these Terms and Conditions shall be interpreted in accordance with, and governed by, the laws of the Province of Quebec and applicable Canadian federal laws. The United Nations Convention on Contracts for the International Sale of Goods (Vienna 1980) does not apply to the PO.

**15.2 Dispute Resolution** – If the Parties are unable to amicably resolve a dispute relating to the PO, or these Terms and Conditions, the Parties agree to elect domicile in the Province of Quebec, Canada, and choose that judicial district as the appropriate district for the hearing of any claim arising from the interpretation, application, performance, entry into force, validity and effects, related to, or arising from the PO, or these Terms and Conditions.

## ARTICLE 14 MISCELLANEOUS

**14.1 Transfer - Assignment** – VENDOR shall not assign or transfer, in whole or in part, its rights, interests or obligations hereunder without SANOFI's prior written consent. If such assignment and transfer occur, VENDOR shall remain jointly and severally liable with transferee/assignee for all obligations arising from or related to the PO or these Terms and Conditions. SANOFI may freely assign or transfer any of its rights, interests or obligations under a PO.

**14.2 Subcontracting** – VENDOR is not permitted to sub-contract, in whole or in part, its duty of performance hereunder without SANOFI's prior written consent. If such sub-contracting occurs, the VENDOR shall remain jointly and severally liable with the sub-contractor for all obligations arising from or related to the PO or these Terms and Conditions. For further clarity, VENDOR shall ensure that all relevant obligations are included in its agreements with its sub-contractors, at terms no less stringent than those the VENDOR has committed to.

**14.3 Language** – The Parties confirm their wish that this document and any related documents including notices, be drawn up in the English language only. *Les Parties aux présentes confirment leur volonté que ce document de même que tous les documents qui s'y rattachent, y compris tous les avis, soient rédigés en langue anglaise seulement.*

**14.4 Release Against Liens or Claims** – VENDOR shall promptly pay all claims of persons or entities furnishing labor, equipment or materials used in connection with the goods and/or the services pursuant to these Terms and Conditions. SANOFI may require VENDOR to submit satisfactory evidence of payment of all such claims. If there is any evidence of any such unpaid claim, SANOFI may withhold any payment until VENDOR has furnished such evidence of payment and release, and VENDOR shall indemnify and defend SANOFI against any liability or loss arising from any such claim.

**14.5 Notice** – Any notice required hereunder shall be in writing and shall be personally delivered, transmitted by email, or sent by first class mail, postage prepaid, and shall be deemed to have been received on the date on which it was delivered personally or transmitted by email, or, if mailed, on the fifth day next following the mailing thereof. Notice shall be addressed to SANOFI at the address indicated on the PO, attention: Legal Affairs Department, email: [SanofiLegalCanada@sanofi.com](mailto:SanofiLegalCanada@sanofi.com) and to VENDOR at the address indicated on the PO.

**14.6 Data Integrity** – Any documentation or data relevant to activities performed by, including without limitation any Good Manufacturing Practice documentation, must be attributable, VENDOR original, accurate, legible, complete, controlled, retrievable, and safe from intentional or unintentional manipulation or loss. These requirements apply throughout the retention period of such data or documentation.

**14.7 Non-Exclusivity** – The Parties understand and agree that neither these Terms and Conditions nor any PO shall create rights or obligations of exclusivity inuring to the benefit of VENDOR. Nothing in these Terms and Conditions or in any PO shall limit SANOFI's right to, at all times, purchase goods and/or services from other vendors.

**14.8 Independent Contractor** – VENDOR is an independent contractor, and all persons employed by VENDOR in connection herewith shall be its employees and not employees of SANOFI in any respect.

**14.9 Headings** – The headings of the provisions of these Terms and Conditions are inserted for convenience only and shall not constitute a part hereof.

**14.10 Severability** – If any provision of these Terms and Conditions or a PO shall be found to be void or unenforceable, such findings shall not be construed to render any other provision of these Terms and Conditions or of any PO either void or unenforceable, and all other provisions shall remain in full force and effect unless the provisions which are invalid or unenforceable shall substantially affect the rights or obligations granted to or undertaken by either SANOFI or VENDOR.

**14.11 Commenced Performance** – In the event that VENDOR has in fact commenced the performance of its obligations hereunder prior to the date of the issuance of the PO, it is expressly understood and agreed that the Terms and Conditions herein shall apply to all the obligations previously performed by VENDOR in connection therewith.

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