

TERMS AND CONDITIONS OF PURCHASE

Sanofi-aventis Australia Pty Ltd ABN 31 008 558 807

("Sanofi")

1. **Scope of the Terms**

These Terms and Conditions of Purchase (**Terms**) govern the supply by the Seller of Goods to Sanofi.
- 1.1 **Definitions and interpretation**

In these Terms:

Adverse Event means any untoward medical occurrence in a patient, consumer or clinical investigation subject administered a medicine, which does not necessarily have a causal relationship with this treatment. An adverse event can therefore be any unfavourable and unintended sign (for example, an abnormal laboratory finding), symptom or disease temporally associated with the use of a medicine, whether or not it is considered related to the medicine.

Affiliates mean any 'related body corporate' or 'related entity' as those terms are defined under the *Corporations Act 2001* (Cth).

Confidential Information means all information disclosed by Sanofi to the Seller (regardless of its form, the medium in which it is stored or the date on which it was disclosed) of a confidential, non-public or a proprietary nature which relates to the affairs or business of Sanofi or any officer, employee, customer, client, patient, partner or Affiliate of Sanofi including all correspondence between Sanofi and the Seller and the contents of the Purchase Order, but does not include any information in the public domain (other than as a result of a breach of these Terms) or any information required to be disclosed by law.

Dealing, Deal or Deals includes collecting, recording, holding, organising, storing, adapting, altering, retrieving, consulting, using, disclosing, transferring, providing access, combining, blocking, erasing or destroying Personal Information.

Force Majeure Event means any event or circumstance that: (a) is not within a party's reasonable control; (b) cannot reasonably be prevented by a party by taking reasonable precautions and cannot reasonably be circumvented by that party; and (c) prevents, hinders or delays a party from performing any of its obligations under these Terms.

Goods means any goods or services supplied by the Seller to Sanofi under a Purchase Order.

GST has the meaning given to that term under *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Insolvent Event means the Seller resolves to be wound up, has a winding up application presented against, is placed under official management or administration, has a liquidator or a provisional liquidator appointed to it, is insolvent or unable to pay its debts when they fall due, is bankrupt or commits any act of bankruptcy or enters into any arrangement or assignment for the benefit of its creditors.

Intellectual Property means any: (a) inventions, discoveries and novel designs, whether registered or registrable as patents or designs, including developments or improvements of equipment, products, technology, processes, methods or techniques; (b) circuit layouts; copyright (including future copyright) throughout the world in all literary works, artistic works, computer software and any other works or subject matter in which copyright subsists and may in the future subsist; (c) confidential information and trade secrets; and (d) trade and service marks (whether registered or unregistered).

Modern Slavery Act means the *Modern Slavery Act 2018* (Cth) and **Modern Slavery** has the meaning given under that act.

Personal Information has the meaning given to that expression under the Privacy Laws.

Pre-Existing Intellectual Property means any Intellectual Property owned by or used by a party or its Affiliates prior to the commencement of the Purchase Order.

Privacy Laws means the *Privacy Act 1988* (Cth) and any other applicable laws, rules or regulations relating to the protection of Personal Information applicable to the country in which the Goods are being provided.

Purchase Order means a purchase order issued by Sanofi.

Sanofi means Sanofi and its Affiliates.

Seller means the supplier of Goods to Sanofi and includes the Seller's respective directors, officers, employees, agents and subcontractors.

Suppliers Code of Conduct means the document outlining Sanofi's expectations of its suppliers (a copy of which may be accessed via: <https://suppliers.sanofi.com/>).
2. **Orders and these Terms**
 - 2.1 Sanofi may at any time issue Purchase Orders to the Seller specifying the Goods that it requires.
 - 2.2 Any Purchase Order submitted to the Seller by Sanofi will be deemed to incorporate these Terms. The terms and conditions, if any, contained in any documentation provided by the Seller are excluded.
3. **Price**

Unless otherwise expressly agreed: (a) the price for the Goods is to include free delivery to the address stated in the Purchase Order; (b) no variation in the price will be accepted by Sanofi unless a revised Purchase Order is issued; and (c) prices quoted on Purchase Orders exclude GST (unless expressly stated otherwise).
4. **Terms of Payment**

Payment terms are ninety (90) days from date of receipt of invoice. Sanofi reserves the right to set off any sums in respect of which the Seller may be in default to Sanofi. The Seller 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> for the invoiced Sanofi entity at the invoice issue date. Submitted electronic invoices will include all elements specified by the applicable legal and tax requirements (e.g. description of the delivered goods/services etc.) and the ones enabling Sanofi to process them (e.g. purchase order number etc.) as defined under <https://suppliers.sanofi.com/invoicing> for the invoiced Sanofi entity at the invoice issue date. Sending a paper duplicate is explicitly not required. 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. Non-compliant invoices may be returned to the Seller.
5. **Title and Risk**

The title and risk in the Goods remain with the Seller until: (a) Sanofi takes delivery of the Goods; (b) Sanofi has had a reasonable time to inspect and, if it considers appropriate, test the Goods; (c) where applicable, the Goods have been installed and commissioned at Sanofi's premises to Sanofi's satisfaction; and (d) where applicable, Sanofi is satisfied with the validation testing of the Goods.
6. **Quality and Description**
 - 6.1 The Goods must: (a) conform as to quality, description and specification with the particulars specified in the Purchase Order; (b) conform with any samples previously provided to Sanofi; (c) be new and of merchantable quality; (d) be fit for purpose; (e) be free from contamination or defect; and (f) comply with all applicable laws, requirements of government agencies, Australian Standards and industry codes of practice.
 - 6.2 Where the Goods are services, they must also be provided: (a) with all due care and skill; (b) by appropriately trained and qualified personnel who hold all necessary licences, permits or other approvals required by law; (c) to the highest standard of quality normally achieved by commercial providers of similar services; and (d) in accordance with the reasonable directions of Sanofi.
7. **Rejection of Goods**

In addition to any of its other rights under these Terms (or at law), Sanofi may reject any Goods that do not comply with the Purchase Order or the requirements of these Terms. Upon notification of rejection by Sanofi, the Seller must arrange for the rejected Goods to be returned to the Seller at the Seller's risk and expense and the Seller must, if required by Sanofi, within a time acceptable to Sanofi acting reasonably, replace such rejected Goods with Goods which are in all respects in accordance with the Purchase Order and these Terms at no additional cost to Sanofi.
8. **Packing**

The Seller must provide suitable containers and packing materials for the safe delivery and reasonable storage of the Goods at no extra cost to Sanofi.
9. **Hazardous Goods**

Hazardous goods must have prominent and suitable warnings on all containers, packages and documents and such markings must comply with all applicable statutory and regulatory requirements.
10. **Non-Assignability and employees**
 - 10.1 The Seller must not subcontract any Purchase Order without Sanofi's prior written consent (which may be withheld in Sanofi's absolute discretion). The Seller remains responsible for the acts and omissions of any subcontractors as if they were the acts or omissions of the Seller.
 - 10.2 As between Sanofi and the Seller, the Seller is solely responsible for any claims brought by (or in relation to) its respective employees and subcontractors (including any claims for payment of salary, wages, leave entitlements, superannuation or payroll tax).
11. **Indemnity**

The Seller indemnifies Sanofi from and against any and all liability, losses, damages and expenses arising out of any (a) negligent act or omission of

- the Seller (b) any breach by the Seller of its obligations under these Terms; (c) any breach by the Seller of any applicable law; or (d) any claim that the Goods or Sanofi's use of the Goods infringes or allegedly infringes the Intellectual Property rights of any person.
- 11.2 Sanofi indemnifies the Seller from and against any and all liability, losses, damages and expenses arising out of any (a) negligent act or omission of Sanofi (b) any breach by Sanofi of its obligations under these Terms; or (c) any breach by Sanofi of any applicable law.
- 11.3 Each party's liability to indemnify the other party under these Terms is reduced proportionately to the extent that the other party's negligence or breach of these Terms caused or contributed to the relevant liability, losses, damages and expenses.
- 12 Confidential Information**
- 12.1 The Seller must maintain the Confidential Information in strictest confidence and must not at any time without Sanofi's prior written consent, disclose directly or indirectly any of the Confidential Information to any person other than an agent or contractor of the Seller who the Seller reasonably considers is required to have access to the same for the purposes of providing the Goods and the Seller must ensure that any such agent or contractor: (a) complies with the obligations of the Seller under these Terms as though that agent or contractor were the Seller; and (b) if required by Sanofi, enters into an agreement in a form acceptable to and directly enforceable by Sanofi to maintain the Confidential Information in strictest confidence.
- 12.2 The Seller must not in any way whatsoever use, reproduce, copy or record or permit the use, reproduction, copying or recording of any of the Confidential Information except for the purposes of fulfilling the obligations under these Terms and the Purchase Order.
- 12.3 The Seller must destroy or return all Confidential Information to Sanofi immediately upon Sanofi's written request.
- 12.4 The Seller acknowledges that any unauthorised use or disclosure of the Confidential Information in breach of this Clause 12 may cause material damage to Sanofi and accordingly Sanofi has the right in addition to any other remedies available at law or in equity, to seek injunctive relief against the Seller in respect of any breach.
- 13 Best price**
- The Seller must ensure that, at all times, each of the prices charged to Sanofi is no less favourable than the prices at which the Seller supplies goods or services, that are the same as or substantially similar to the Goods, to any other customer of the Seller. The Seller must notify Sanofi within 14 days after it agrees to more favourable pricing with another customer and specify the relevant reductions to the prices charged to Sanofi. Any reduction to prices under this clause will take effect from the earlier of the date of the Seller's notice or the date on which it should have given the notice.
- 14 Force Majeure**
- If the performance or observance of these Terms or the Purchase Order is prevented or delayed by a Force Majeure Event, that party so affected will, upon prompt notice of such cause being given to the other party, be excused from such performance or observance to the extent of such prevention or during the period of such delay, provided that the party so affected must use its best endeavours to avoid or remove the cause(s) of non-performance and observance as soon as possible. If the Force Majeure Event prevents, hinders or delays the affected party's performance of its obligations for a continuous period of more than three (3) months, the party not affected by the Force Majeure Event may terminate the Purchase Order by giving thirty (30) days' written notice to the affected party.
- 15 Insurance**
- 15.1 The Seller must maintain the following insurances from the date that the Seller receives a Purchase Order (**Purchase Order Date**) until the third anniversary of the Purchase Order Date: (a) product liability insurance providing adequate coverage for all Goods supplied to Sanofi (including marine cargo insurance where any Goods are being shipped to Sanofi); (b) professional indemnity insurance providing adequate coverage for any Seller professional advice (but only where the Seller provides professional services as Goods to Sanofi); (c) public liability insurance that provides adequate coverage in relation to the acts or omissions of Seller employees and subcontractors (where those employees or subcontractors will be providing Goods at Sanofi's premises); and (d) any other insurance required by law (including workers compensation insurance).
- 15.2 The Seller must immediately provide Sanofi, upon written request, certificate(s) of insurance evidencing its insurance coverage and limits.
- 16 Intellectual Property**
- 16.1 Nothing in these Terms affects the ownership of any Pre-Existing Intellectual Property.
- 16.2 In consideration of the payment of prices in the Purchase Order, the Seller assigns to Sanofi all Intellectual Property created by the Seller in the course of performing its obligations under these Terms including any Intellectual Property in any documents, material or other deliverables and any alterations made to Goods at the request of Sanofi or in order to allow the Goods to meet Sanofi's specific requirements. The Seller will not at any time, during or after the term of the Purchase Order, be entitled to or claim any right, title or interest in relation to such Intellectual Property or any commission, fee or other direct or indirect benefit from Sanofi, in respect of such works created by the Seller.
- 16.3 The Seller agrees to execute any documents necessary or desirable to give effect to Clause 16.2 and secure or perfect Sanofi's legal rights and worldwide ownership in such works, including, but not limited to, documents relating to software licences, patent, trademark and copyright applications.
- 16.4 To the extent that any Goods, or any other materials, documents or other deliverables supplied by the Seller under the Purchase Order contain the Seller's Pre-Existing Intellectual Property, the Seller grants Sanofi a royalty-free, irrevocable, world-wide, perpetual, non-exclusive licence (including the right to sub-licence) in respect of all Pre-Existing Intellectual Property contained in the Goods, materials, documents or other deliverables to use the Pre-Existing Intellectual Property to the extent necessary for Sanofi to obtain the full benefit of the Goods and anything else supplied under these Terms.
- 17 Governing Law**
- These Terms are governed by the laws of the State of New South Wales in Australia. Each party submits to the non-exclusive jurisdiction of the courts of New South Wales (or New Zealand as applicable).
- 18 Enforceability**
- If any provision of these Terms is determined by a court to be invalid or void or voidable then that provision will be severed from these Terms and the remaining provisions will not be affected.
- 19 Entire Agreement**
- These Terms and the Purchase Order contain the entire agreement between the parties, and supersedes all prior written or oral communications, between the parties with respect to the subject matter contained in these Terms and the Purchase Order except to the extent that the Purchase Order was issued under a fully executed written agreement between the parties, in which case, the terms of that agreement will apply to the extent that they are inconsistent with these Terms. Neither these Terms nor the Purchase Order may be modified or amended except by an instrument in writing signed by Sanofi and the Seller.
- 20 Occupational Health and Safety**
- The Seller is responsible for the management of all employer obligations in connection with the Seller's respective directors, officers, employees, agents and subcontractors including all obligations relating to occupational health and safety when attending the premises of Sanofi to the extent permitted by law.
- 21 Termination**
- In the event that: (a) an Insolvent Event occurs with respect to a party; or (b) a party commits a material breach of these Terms or the Purchase Order and the breach is not remedied within a period of seven (7) days after receipt of the notice from the non-breaching party requiring the breaching party to remedy the breach; then the solvent/non-breaching party may, without prejudice to any other remedies, terminate the Purchase Order without incurring any liability to the insolvent (or breaching party) and without prejudice to its rights to recover amounts owing to it by the other party (including any costs, losses, damages or other expenses). Termination does not affect any accrued rights of either parties or any provision of these Terms that continues to apply.
- 22 Audit**
- 22.1 During the term of the Purchase Order and for a period of seven (7) years after the termination or expiration of the Purchase Order the Seller will keep full and accurate books of account, records and contracts (if any) to support all monies paid in respect of the Purchase Order and will permit Sanofi upon reasonable notice and at reasonable times, the right to audit and examine all contracts, documents, correspondence, time sheets account and expense records, and any other material and the Seller agrees to cooperate fully with such audit.
- 22.2 The Seller agrees to allow such audit rights to the extent reasonably necessary to ensure compliance with the Modern Slavery Act and in accordance with Clause 24 of these Terms.
- 23 Codes of Conduct and Laws**
- The Seller acknowledges that Sanofi is bound to the industry codes for consumer and pharmaceutical activities. The Seller agrees to cooperate with Sanofi as reasonably required by Sanofi from time to time in order to assist Sanofi in complying with these codes. The Seller must also comply with all applicable laws (including those prohibiting all forms of Modern Slavery), requirements of government agencies, Sanofi's Suppliers Code of Conduct and industry codes of practice.
- 24 Modern Slavery**
- The Seller must ensure that it takes reasonable steps to comply with the Modern Slavery Act and must not do anything or omit to do anything that would cause Sanofi to contravene the Modern Slavery Act. The Seller must also promptly provide Sanofi with any information requested by Sanofi in order for Sanofi to be able to meet its obligations under the Modern Slavery Act.
- 25 Pharmacovigilance**
- Where the Purchase Order is related to a Sanofi product, specific pharmacovigilance requirements will apply. In this case, the Seller and Sanofi must 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.
- 26 Information security and quality measures**
- The Seller must comply and procure that each of the Seller's permitted subcontractors comply at a minimum with the information security and

quality measures provisions 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 to these Terms and the parties expressly commit to comply with them.

27 Personal Data Protection

27.1 Where the Seller receives Personal Information from or on behalf of Sanofi or otherwise Deals with Personal Information in connection with the Purchase Order (including providing any Personal Information to Sanofi), the Seller must: (a) Deal with the Personal Information only: (i) for the purposes of performing its obligations under the Purchase Order; or (ii) with the express written agreement of Sanofi; (b) comply with the Privacy Laws in respect of Personal Information; (c) not do or omit to do any act that would put Sanofi in breach of any Privacy Laws; and (d) procure compliance with this Clause by any third party to which the Seller has disclosed or permitted disclosure of any Personal Information.

27.2 The Seller acknowledges and expressly agrees that all Personal Information provided by the Seller may be Dealt with by Sanofi in accordance with Sanofi's privacy policy (a copy of which may be accessed at <https://www.sanofi.com.au/en/privacy-policy>) and the Seller must ensure that all legally required consents are obtained for such Dealings prior to disclosure to Sanofi.

28 Global Compact – Anti-Corruption – Conflict of Interest – Transparency – Restricted Parties Screening – Conflict Minerals

28.1 **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 Purchase Order are contingent upon Seller'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 and the Sanofi Code of Ethics (<http://www.codeofethics.sanofi/>). The Seller undertakes to respect these principles and/or codes of conduct during the performance of the Purchase Order and set up sufficient internal procedures, tools and measurement indicators necessary to guarantee compliance with these principles. It authorises Sanofi to assess the effectiveness of these, itself or through a third party approved by both parties acting reasonably.

28.2 **Anti-Corruption.** Seller 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 the Seller to all the third parties to whom the Seller may subcontract all or part of the Purchase Order. The Seller undertakes to never propose to Sanofi employees any sum of money, gifts, loans, rebates or valuable objects.

28.3 **Conflict of interests.** The Seller declares that on the proof of receipt date of the Purchase Order, no conflict of interests (hereinafter the "Conflict of Interests") exists to affect or that is likely to affect the performance or delivery of the Goods due to these interests conflicting with their proper realisation to the detriment of Sanofi's interests. In addition, the Seller undertakes to declare any Conflict of Interest arising during performance of the Purchase Order. In this event, Sanofi shall have the right to terminate the relevant Purchase Order.

28.4 **Transparency.** In the event applicable to the Seller, Sanofi shall make public the existence of the Purchase Order together with any amounts of costs paid within the framework of the Purchase Order in accordance with the prevailing legal and regulatory provisions relating to the transparency of personal connections.

28.5 **Restricted Parties Screening.** The Seller 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.

28.6 **Conflict Minerals.** The Seller 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 ("DRC") 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 Goods that is implied in the performance of the Purchase Order. Notwithstanding the foregoing, if the Seller uses, or determines that it has used, a Conflict Mineral in the manufacturing of any such Good(s), the Seller 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 Good(s) (including trace amounts) and a valid and verifiable certificate of origin of the Conflict Mineral used. The Seller 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.