

# TERMS AND CONDITIONS OF PURCHASE

Sanofi-aventis Australia Pty Ltd ABN 31 008 558 807  
Sanofi-aventis Healthcare Pty Ltd ABN 43 076 651 959  
(jointly and severally referred to as "Sanofi")

## 1. Definitions and Interpretation

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.

**Consequential Loss** means any loss recoverable at law beyond loss arising in the usual course of things including loss and associated costs which is consequential on other loss, loss of opportunity or goodwill, loss of actual or anticipated profits, loss of rent, loss of revenue, loss of reputation, loss of anticipated savings or business and loss of value of any equipment.

**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.

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

**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 representatives.

**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/>).

1.2 In these Terms: (a) headings are included for convenience only and do not affect interpretation; (b) the singular includes the plural and vice versa; (c) a reference to a statute or other law includes regulations and other instruments under it and consolidations, amendments, re-enactments or replacements of any of them; (d) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, any part of this document; and (e) unless expressly stated to be otherwise, the meaning of general words is not limited by specific examples introduced by 'including', 'for example' or similar inclusive expressions.

## 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.

2.3 The Seller must ensure that the Goods are delivered or provided: (a) to the location(s) specified in the Purchase Order; (b) within the time frames specified in the Purchase Order; and (c) otherwise in accordance with the specifications in the Purchase Order and these Terms.

2.4 Unless the Purchase Order expressly states otherwise, nothing in these Terms or the Purchase Order requires Sanofi to purchase any minimum quantity or volume of Goods from the Seller.

## 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/en/standards-and-procedures/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 Supplier.

## 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, 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. Cancellation

Sanofi may cancel any Purchase Order or any undeliverable part of a Purchase Order, without liability to the Seller, if the Seller: (a) does not make deliveries strictly in accordance with the delivery schedule specified in the Purchase Order; (b) commits any other breach of these Terms; or (c) suffers an Insolvent Event. This right of cancellation is in addition to any other remedies which Sanofi may have at law or in equity.

## 9. 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.

## 10. 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.

## 11. Non-Assignability and employees

11.1 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.

11.2 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).

## 12. Indemnity

12.1 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 this Agreement; (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.

12.2 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 this Agreement; or (c) any breach by Sanofi of any applicable law.

12.3 Each party's liability to indemnify the other party under this Agreement is reduced proportionately to the extent that the other party's negligence or breach of this Agreement caused or contributed to the relevant liability, losses, damages and expenses.

## 13. Confidential Information

- 13.1 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.
- 13.2 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.
- 13.3 The Seller must not enter or permit to be entered any Confidential Information on any computer database not under the exclusive control of the Seller.
- 13.4 The Seller must destroy or return all Confidential Information to Sanofi immediately upon Sanofi's written request.
- 13.5 The Seller acknowledges that any unauthorised use or disclosure of the Confidential Information in breach of this Clause 13 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.
- 14 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.
- 15 Force Majeure**  
If the performance or observance of these Terms or the Purchase Order is prevented or delayed by an event or circumstance beyond the reasonable control of a party, 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.
- 16 Insurance**  
16.1 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).  
16.2 The Seller must immediately provide Sanofi, upon written request, certificate(s) of insurance evidencing its insurance coverage and limits.
- 17 Ownership**  
Ownership of all documents, manuals, reports, information, inventions, concepts, data or other works (in any medium) created by the Seller for Sanofi in connection with these Terms or the Purchase Order (**Materials**) vest in Sanofi immediately upon their creation. The Seller must do all things necessary or desirable (including executing any documents or procuring the execution of any documents) to transfer or assign, or procure the transfer or assignment of all such Materials to Sanofi (including all intellectual property rights in the Materials to the extent permitted by law).
- 18 Liability**  
To the extent permitted by law, in no event will the aggregate liability of Sanofi, its Affiliates and its and their respective directors, officers, employees, agents and representatives under these Terms and the Purchase Order include any Consequential Loss or otherwise exceed an amount equal to the total amount payable by Sanofi under the Purchase Order.
- 19 Governing Law**  
These Terms are governed by the laws of the State of New South Wales in Australia or New Zealand, whichever is the recipient of the Goods. Each party submits to the non-exclusive jurisdiction of the courts of New South Wales (or New Zealand as applicable).
- 20 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.
- 21 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.
- 22 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.
- 23 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).
- 24 Improper Payments**  
The Seller warrants, represents and undertakes that (a) it will comply with the requirements of all applicable anti-bribery legislation both national and foreign; and (b) it has not and will not make, promise or offer to make any payment or transfer anything of value (directly or indirectly) to: (i) any individual, corporation, association, partnership; or (ii) government or semi-government body, (including but not limited to any officer or employee of any of the foregoing, a healthcare professional employed by a government-owned healthcare facility) who, acting in their official capacity or of their own accord, are in a position to influence, secure or retain any business for (and/or provide any financial or other advantage to) Sanofi by improperly performing a function of a public nature or a business activity with the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining or retaining business. The Seller will immediately notify Sanofi, at any time during the term of this Agreement, if its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out above at the relevant time. Sanofi shall be entitled to immediately terminate this Agreement at any time in the event of a breach by the Seller of this Clause 24.
- 25 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.
- 26 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.
- 27 Pharmacovigilance**  
During the course of providing the Goods under this Agreement, if the Seller becomes aware of any Adverse Event associated with use of a Sanofi product, the Seller agrees to report the Adverse Event to Sanofi's Product Safety department, within one (1) business day of awareness, by email, facsimile or telephone to the following:  
Email: ae@sanofi.com  
Telephone: +61 2 8666 2123  
Facsimile: + 61 2 8666 3050