
PURCHASE GENERAL TERMS AND CONDITIONS
--

1. GENERAL CONDITIONS. The general terms and conditions applicable to the sale of goods and/or provision of services by the Supplier shall be understood to be expressly annulled and replaced by the conditions of this order governing the orders issued by Sanofi S.r.l.. Any amendment, waiver or addition to these general conditions shall be valid only if accepted in writing by Sanofi S.r.l..

2. DELIVERY TERMS. The delivery term established is binding; no derogation shall be valid without explicit written amendment to this order by Sanofi S.r.l.. In the event of delay, Sanofi S.r.l. shall have the right to accept or refuse the supply of the goods and/or service, without prejudice in any case to the right of Sanofi S.r.l. to compensation for damages and application of the agreed penalty. Delivery means the supply of materials and/or equipment and/or services complete with documentation. The services must be performed with the utmost professional diligence. Goods shall be delivered to the address specified in the order: from 9.00 a.m. to 12.30 p.m. and from 2.00 p.m. to 4.00 p.m. excluding Saturdays and public holidays. Packaging: EUR BANKS size cm 120x80x110 h (including pallet).

3. DELAYS FOR FORCE MAJEURE. If force majeure causes arise before the expiry of the agreed delivery terms, the delivery terms shall be extended, without prejudice to the right of Sanofi S.r.l. to refuse the service if, in its unquestionable judgement, its interest in obtaining the same should cease to exist: in this case, the Supplier shall be obliged to immediately return to Sanofi S.r.l. the sums already received by way of advance payment and anything else delivered to it in relation to the performance of the order.

The following are considered, by way of example but not limited to, causes of force majeure: natural disasters, hostilities, wars, revolutions, government restrictions of law, general strikes lasting more than seven days. The Supplier shall immediately notify Sanofi S.r.l. by registered letter or registered e-mail of the occurrence of said impediments.

4. DEFECTS AND NON-CONFORMITIES. The term for reporting defects pursuant to articles 1495 and 1497 of the Italian Civil Code is 20 (twenty) days from discovery of the defects. In the event of defects or non-conformities in the goods supplied and/or services rendered, Sanofi S.r.l. may, at its own discretion, request the removal of the defects or alternatively return the goods received and obtain reimbursement or a credit of the same value in exchange, without prejudice to any other rights that the law recognizes for Sanofi S.r.l. in the event of non-conformity and defects, including termination of the contract and compensation for related damages.

5. ORDER REVISION. Modifications or surcharges will not be permitted if the Supplier has not previously received written authorization from Sanofi S.r.l..

6. WARRANTY. Unless otherwise agreed in this order, the Supplier warrants that the supply is free from all defects in design, material and manufacture for a period of twelve (12) months from delivery and guarantees its compliance with applicable laws and regulations.

7. PENALTIES AND SANCTIONS. All penalties and sanctions due to the Supplier's failure to comply with the terms of this order shall be borne by the Supplier.

8. TAXES AND INSURANCE PREMIUMS. Sanofi S.r.l. shall be held harmless from all liabilities for taxes and/or insurance premiums due as a result of the order. In addition, the Supplier shall hold Sanofi S.r.l. harmless from any liability for damage to persons and property that may occur as a result of the service and/or supply object of this order. To this end, it declares that it has taken out an adequate Professional Civil Liability insurance policy with a leading insurance company that covers all risks that may arise from the execution of the order and a copy of which it will provide at the request of Sanofi S.r.l. If the aforementioned insurance policy provides for uncovered amounts or deductibles in the event of a claim, these shall in any case be deemed assumed by the Supplier.

9. PRICE LOCK. Unless otherwise explicitly stated on this order, the agreed prices are fixed and not subject to increase. For contract, sub-contract and supply services, safety costs are specifically indicated on this order.

10. PAYMENT TERMS. The term and method of payment are agreed between the Parties according to the order. Offshore payments from any Sanofi branch are prohibited. Offshore payments are defined as: 1) payments to third parties channeled to bank accounts located in a country other than the country where the goods/services are delivered or other than the countries of service provider and seller's residence; 2) payments made to third parties and/or channeled to bank accounts located in countries defined as "non-cooperative countries" (with the exception of commercial transactions carried out within these countries), as defined by supranational bodies such as OECD, FATF, etc.

11. SAFETY. In compliance with the safety regulations in force, the Supplier declares that it has been duly informed on the specific risks existing in the area where it is intended to operate and on the prevention and emergency measures adopted in relation to Sanofi S.r.l.'s activity, and releases Sanofi S.r.l. from any responsibility regarding prior information,

on such risks as well as on the methods of cooperation, coordination and mutual information. Furthermore, the Supplier undertakes to transmit the above information to all its workers who are called upon to perform the service, as well as to any subcontractors, and to ensure that such workers and subcontractors comply with it. Sanofi S.r.l., after coordinating with the Supplier the measures to protect and prevent the risks to which the workers are exposed, also informing each other in order to eliminate risks due to interference between works, shall prepare a single risk assessment document indicating the measures adopted to eliminate interference (hereinafter "DUVRI"), which is attached to this order, forming an integral part thereof. Furthermore, the Supplier declares and guarantees, by providing suitable documentation to be shown at the time of execution of this order, that the service will always be performed in the presence of at least one worker duly authorized to sign the DUVRI.

12. NON-COMPLIANCE. In the event that the Supplier's performance does not correspond exactly to what has been agreed (including the case in which the products supplied and/or services rendered present defects), Sanofi S.r.l. shall have the right to set the Supplier - by registered letter with return receipt or registered e-mail- a reasonable term of not less than 10 (ten) days within which to remedy the non-fulfilment, after which Sanofi S.r.l. shall have the right to terminate this order, without prejudice to its right to compensation for damages. Without prejudice to the right to request termination, Sanofi S.r.l. may, in the event of non-performance or breach of contractual provisions by the Supplier, immediately endeavor to obtain the services covered by this order autonomously or, at its own discretion, by availing itself of third parties, and the Supplier shall cooperate in good faith to this end.

13. ASSIGNMENT OF ORDER AND CREDIT. The assignment, in whole or in part, of the service that constitutes the subject matter of this order is not permitted and the assignment, in whole or in part, of the credit and of any right, title or interest deriving from this order is not permitted without the express written consent of Sanofi S.r.l..

14. SUBCONTRACTING. The Supplier is prohibited from subcontracting the order underlying these general terms and conditions in whole or in part, unless expressly authorized by Sanofi S.r.l. in writing. In the latter case, the Supplier shall have to sign a contract with the subcontractor with obligations no less stringent than those agreed between Supplier and Sanofi S.r.l.. The Supplier shall, in any event, remain personally and jointly liable with the subcontractor for the correct performance of its obligations.

15. CONTAINERS. In the case of the supply of goods, the containers, the delivery note and the invoice must indicate

- a) code and description of the item
- b) gross weight
- c) tare weight
- d) net weight
- e) number of this order
- f) batch number, which must be the same for all containers in a delivery.

16. INTELLECTUAL PROPERTY. Intellectual Property Rights ("IPR") means: (i) any rights arising from or relating to patents (including rights in patentable or non-patentable inventions, discoveries, know-how, trade secrets and other confidential information), designs, trademarks, domain names, databases, copyrights; (ii) any registration or application for registration, renewal and/or extension of each of such rights; (iii) all other IPRs and equivalent or similar forms of protection in any country. In relation to the IPRs, the Parties acknowledge that:

- ownership of pre-existing IPRs: each Party shall retain ownership of and/or rights to any items created by or licensed to that Party at a time prior to or wholly independent of the execution of the order underlying these general terms and conditions;
- transfer of the IPRs on the products/services supplied: the Supplier shall transfer to Sanofi S.r.l. ownership (or license, as the case may be) of all IPR relating to the products and/or services provided - including all results of the performance of the order underlying these general terms and conditions (including improvements and/or modifications to elements of Sanofi S.r.l. pre-existing to this order), regardless of their form, nature and state of completion. The transfer shall be irrevocable and royalty-free and the transferred IPR shall be transferable again or sublicensable without limitation;
- guarantee of non-infringement: Supplier warrants that Sanofi S.r.l. shall be fully granted with all the transferred IPR and that nothing supplied or transferred under this order infringes third party IPR. In the event of a claim by a third party, the Supplier shall provide legal assistance and hold Sanofi S.r.l. harmless and indemnified in relation to any damage, costs, expenses, or prejudicial consequences that may be caused to it.

17. PERSONNEL AND DISCIPLINE OF THE SUPPLIER'S EMPLOYEES. If the object of the order is a service that will be performed by the Supplier by means of its personnel, the Supplier undertakes to Sanofi S.r.l. to scrupulously comply, in the employment relationship with its employees, with the rules applicable to the work relationship in terms of social security, insurance and safety regulations, thereby also undertaking to comply with the mandatory minimum wage and normative treatment, envisaged by the Collective Labor Agreement applicable to the category to which it belongs. In this regard, the Supplier hereby undertakes as of now to hold Sanofi S.r.l. harmless and indemnified against any damage

and/or claim and/or request deriving from the Supplier's failure to comply with the obligations on social security, insurance and safety regulations specified above, as well as with regard to remuneration. At the request of Sanofi S.r.l., the Supplier shall be obliged to produce the list of personnel and/or any previously authorized subcontractors it intends to use to perform the service and the documentation certifying the payment of withholding taxes on employee income, the payment of social security contributions and compulsory insurance contributions for accidents at work and occupational diseases of employees. Furthermore, the Supplier undertakes to provide the personnel dedicated to the performance of the Service with a special identification card with a photograph, containing the employee's personal details and the employer's name. The Supplier also undertakes to comply and ensure that its personnel called upon to perform the Services on the premises of Sanofi S.r.l. comply with all laws, policies and internal procedures of Sanofi S.r.l. (of whatever nature and form) on the subject of environmental protection, hygiene, health and safety and to promptly inform Sanofi S.r.l. of any circumstance or event that may generate a risk for Sanofi S.r.l. itself in this regard. The Supplier also undertakes on behalf of its own employees not to cause difficulties or damage to third parties (contractors of Sanofi S.r.l.) that may simultaneously perform activities on the premises of Sanofi S.r.l.. Any breach of the foregoing shall entitle Sanofi S.r.l. to dismiss the Supplier's personnel and terminate the order underlying these general terms and conditions for non-fulfilment.

Where, in consideration of the nature of the activity performed by the Supplier, the Parties reasonably deem that the performance of the services could entail risks from interference, in compliance with the health and safety regulations in force, the Supplier declares that it has been duly informed, where appropriate, through the cooperation and coordination report, on the specific risks existing in the place where it is to operate and on the prevention and emergency measures adopted in relation to the activity of Sanofi and to hold Sanofi S.r.l. harmless and indemnified from any liability regarding prior information on such risks as well as the methods of cooperation, coordination and mutual information. Furthermore, the Supplier undertakes to transmit the above information to all its workers who are called upon to perform the services, as well as to any subcontractors, and to ensure that such workers and subcontractors comply with it. Where required by current health and safety regulations, Sanofi S.r.l., after assessing and sharing with the Supplier the appropriate safety considerations and coordinating the protection and prevention measures against the risks to which workers are exposed, also informing each other in order to eliminate or - where not possible - reduce to a minimum the risks due to interference between works draw up a single risk assessment document indicating the measures adopted to eliminate or - where not possible - minimize interference (the Interference Risk Assessment Document, hereinafter referred to as "**DUVRI**"), which shall be deemed to be an integral part of the present conditions even if not materially attached thereto. The Parties acknowledge that the DUVRI must be adjusted to the evolution of the services and therefore the Supplier undertakes to provide the utmost cooperation in order to put Sanofi S.r.l. in a position to promptly update the DUVRI or to supplement it whenever necessary during the course of the services. In particular, the activities performed in execution of this order shall be assessed and authorized on a daily basis by means of the DUVRI/PDL.

18. D. LEGISLATIVE DECREE 231/01 - CODE OF CONDUCT - ANTI-CORRUPTION. Sanofi S.r.l. declares that it has adopted and effectively implemented the Organizational, Management and Control Model pursuant to Legislative Decree 231/01, as well as the Code of Conduct and the Guidelines on Anti-Corruption (documents downloadable from the website www.sanofi.it). The Supplier declares that it has read and is familiar with the contents of the aforesaid documents, and consequently undertakes to comply in the performance of its obligations with the rules, procedures and principles contained therein, as well as with all applicable provisions of law and regulations, including those on anti-corruption, and not to engage in any conduct that could constitute the offences referred to in the aforesaid legislative decree and in the regulations in force. In particular, the Supplier expressly undertakes to comply with all applicable provisions on corruption. Furthermore, the Supplier declares and warrants that it has not made and shall not make promises or offers of payments or transfers of goods (directly or indirectly) to: natural persons, public officials and/or persons in charge of a public service, companies, associations, partnerships, public bodies (including officials or employees of the aforementioned bodies), who are able to influence, obtain or maintain any business relationship and/or provide any economic/financial advantage or any other utility in favor of Sanofi S.r.l., in the improper/unlawful performance of a public service or business activity with the purpose or effect of corruption, acceptance or acquiescence in extortion, bribes or other unlawful or improper means of obtaining or maintaining business.

The Supplier shall immediately inform Sanofi S.r.l. in case in which the same Supplier, its employees, consultants, collaborators, representatives, contractors or subcontractors are formally subject to investigations pursuant to legislative Decree 231/2001 by a Prosecutor or any other competent authority.

Failure to comply with the above obligations (regardless of whether the offence has actually been committed or whether it is punishable), shall be considered a material breach and shall entitle Sanofi S.r.l. to terminate this order in advance pursuant to and for the purposes of art. 1456 of the Italian Civil Code, without prejudice in any case to compensation for damages. It is understood that this right to terminate the order under these general conditions may be exercised by

Sanofi S.r.l. even in the case the Supplier is accused of the commission of a sole crime provided for in Legislative Decree 231/2001, and therefore before any conviction and before the decision becomes final and during the investigation phase, by registered letter or registered e-mail containing a brief indication of the factual circumstances or judicial proceedings - also demonstrated on the basis of news reported by the press or other means of communication - proving the relevant breach. Any right of the Supplier to obtain compensation for damages (deriving from the termination of the order underlying these general terms and conditions to the Supplier) from Sanofi S.r.l. in the event that the Supplier is acquitted of the alleged crime is expressly excluded.

19. AUDIT. Throughout the life of the order and up to 12 months after the end of the order, Sanofi S.r.l. shall have the right to perform audits, as often as deemed necessary due to the nature of the products/services purchased, to ensure that Supplier (and/or its subcontractors) performs its obligations under the order under these general terms and conditions. The audits shall be communicated to the Supplier with 7 days' notice and may be carried out physically at the Supplier's (and/or its subcontractors') headquarters and premises during normal business hours or through access to documents (both in digital and analogue format) of the Supplier (and/or its subcontractors). The audits may be carried out by Sanofi S.r.l. or by third parties engaged by Sanofi S.r.l. itself. The Supplier shall: (i) cooperate in good faith in the successful outcome of the audit, ensuring, inter alia, access to documents, systems and information; and (ii) implement, at its own cost, within thirty (30) days of the results of the audit, all activities necessary to implement any corrective/preventive action that may be necessary or useful at the outcome of the audit or that may be, in any event, recommended by Sanofi S.r.l.. Failure to comply with these obligations shall be considered a relevant breach, pursuant to Section 1456 of the Italian Civil Code, by the Supplier and shall entail the possibility for Sanofi S.r.l. to terminate the order underlying these general terms and conditions for breach as well as to claim compensation for the relative damages. The Parties acknowledge that the results of the audits are to be considered confidential and that neither Party may disclose or disseminate them, unless required by an order of public authority.

20. CONFIDENTIALITY. The Supplier is obliged to keep confidential and not to use for purposes other than those set forth in this order, even after its execution, all documents and/or commercial and technical information, in any form, regarding this order, the products and/or business of Sanofi S.r.l., as well as any results of the work performed under this order. The Supplier also undertakes to ensure that its personnel comply with the obligation of secrecy and non-use referred to in this order, and this for the entire duration of the order and for a period of 10 (ten) years from the termination of the same.

21. INFORMATION SECURITY. The rules on information security that the Supplier is required to comply with if applicable according to the nature of the goods/services that are subject matter of the order underlying these general terms and conditions are governed by Annex A "Information Security" which constitutes an integral part of these general conditions.

22. PROCESSING OF PERSONAL DATA - INFORMATION PURSUANT TO ART. 13 OF EU REG. 2016/679 - GDPR.

Pursuant to art. 13 of EU Reg. 2016/679, Sanofi S.r.l. provides the due information regarding the processing of the Supplier's personal data.

1. **DATA CONTROLLER.** Pursuant to Articles 4 and 24 of EU Reg. 2016/679, the Data Controller is Sanofi S.r.l., with registered office in Viale Bodio 37/b - 20158 Milan, in the person of its legal representative pro tempore.

2. **DATA PROTECTION RESPONSIBLE (DPO, Data Protection Officer),** pursuant to Articles 37-39 of EU Reg. 2016/679. A Data Protection Officer has been appointed within the Sanofi Group for the purposes of EU Reg. 2016/679 and can be contacted at the following email address: privacy-office-global@sanofi.com.

3. **TYPES OF DATA PROCESSED.** The Data Controller processes the Supplier's personal data: personal details, address, telephone number, email address, VAT number, etc.

4. **PURPOSE OF THE PROCESSING AND LEGAL BASIS OF THE PROCESSING.** Personal data will be processed in order to: establish contractual relations with the Controller; fulfil pre-contractual, as well as contractual and fiscal obligations deriving from existing contractual relations with the Controller; administrative-accounting purposes relating to the management of the contractual relationship that is the subject of the order (e.g. payment of fees). The legal basis of the aforementioned processing is the performance of contractual obligations. Carrying out preliminary verifications, for anti-terrorist, anti-mafia or anti-money laundering purposes, necessary for the inclusion of the Supplier in the list of suppliers approved by the Controller. The legal basis for the aforementioned processing is the legitimate interest of the Controller (Art. 6 lett. f) GDPR and recital 47 GDPR) to establish contractual relations exclusively with persons and entities not subject to restrictive measures or sanctions. Fulfilling obligations under the law, a regulation, EU legislation or an order of the Authority. The legal basis for such processing is the fulfilment of legal obligations.

5. **NATURE OF CONFERMENT AND REFUSAL.** The provision of the Supplier's personal data is free but necessary; refusal to provide them will make it impossible to establish contractual relations with the Supplier.

6. **PROCESSING METHODS - STORAGE.** Processing will be carried out in automated and/or manual form, with methods and instruments designed to guarantee maximum security and confidentiality, to protect the Supplier's rights of

freedom, by persons specifically appointed for this purpose. In compliance with the provisions of Article 5 paragraph 1 letter e) of EU Reg. 2016/679, the Supplier's personal data will be stored, in a form that allows the identification of the same, only for the time necessary to pursue the purposes described above, for which the personal data are collected and processed, as well as to meet legal, accounting, tax or communication requirements. To determine the appropriate retention period for the Supplier's personal data, Sanofi shall take into consideration the purposes for which they are processed, the nature of such data and their amount, in any case respecting the time limits permitted by applicable laws and regulations. The Supplier's personal data will therefore be retained for as long as necessary to fulfil contractual and legal obligations until the subsistence of the contractual relationship in place with the same and, on its expiry, for as long as required by law in relation to contractual and non-contractual issues that may arise as well as by tax regulations on the retention of tax documents or arising from tax and/or legal requirements (e.g. open litigation). Upon expiry of the retention period, Sanofi will securely destroy the Supplier's personal data in accordance with applicable laws and regulations.

7. SCOPE OF COMMUNICATION AND DISSEMINATION. The Supplier's personal data, subject to processing, may be communicated to companies contractually bound to Sanofi, in order to fulfil contracts or for the performance of the purposes indicated above. The Supplier's personal data will not be disseminated. The aforementioned personal data may be communicated to recipients, who will process the data in their capacity as data processors (art. 28 of EU Reg. 2016/679) and/or as natural persons acting under the authority of the Data Controller and Data Processor (art. 29 of EU Reg. 2016/679), for the purposes listed in point 4 above. The aforesaid data may be communicated to third parties belonging to the following categories: (i) companies belonging to the Sanofi Group; (ii) parties providing services for the management of the information system used by Sanofi and telecommunications networks; (iii) firms or companies as part of assistance and consultancy relationships and provision of services in any sector; (iv) banking and credit institutions; (v) competent authorities for compliance with legal obligations and/or provisions of public bodies, upon request. The subjects belonging to the above categories act as Data Processors, or operate completely independently as separate Data Controllers. The list of Data Processors is constantly updated and available at Sanofi's offices.

8. TRANSFER OF DATA TO A THIRD COUNTRY AND/OR INTERNATIONAL ORGANISATION. The Supplier's personal data are stored on servers within the European Union. In any event, it is understood that the Data Controller, should it become necessary, may also transfer the data abroad to countries belonging to the European Union and/or to non-EU countries in order to pursue the purposes indicated above, but always in compliance with the limits and conditions set out in EU Reg. 2016/679 to protect the Supplier's personal data. In this case, the data will be transferred on the basis of one of the conditions set out in EU Reg. 2016/679, such as - for example - the adoption of Standard Contractual Clauses approved by the European Commission, the selection of subjects adhering to international programs for the free circulation of data or operating in countries considered safe by the European Commission.

9. RIGHTS OF DATA SUBJECTS. The Supplier has the right to exercise the rights provided for in Articles 15 to 22 of EU Reg. 2016/679 by sending, at any time, an email to ITserviceprivacy.fornitori@sanofi.com. The Supplier has the right, therefore, to ask the Data Controller for access to its personal data, rectification, erasure, and portability of the same, and restriction of processing. In addition, the Supplier will have the right to object, at any time and for legitimate reasons, to their processing. The Supplier has, in addition, the right to file a claim with the Data Protection Authority. The Supplier's personal data are not subject to automated decision-making. Should the Supplier contact the Data Controller, his e-mail address, name, address and/or telephone numbers will be requested in order to enable the proper handling of the request. Updated March 26, 2019.

23. PROHIBITION ON THE USE OF THE SANOFI GROUP INSTITUTIONAL LOGO. In accordance with Sanofi Group guidelines and procedures, no commercial use, unsolicited or commissioned by Sanofi, of the Sanofi Group's institutional logo on any document (paper and/or telematic) by third parties, including by suppliers or potential suppliers, is allowed. It is also not allowed to mention or refer to the Sanofi Group and its affiliates or to use the Sanofi Group institutional logo for advertising or promotional purposes of suppliers or potential suppliers (commercial brochures, websites, press releases, articles or interviews, etc.). Any possible need by suppliers/third parties to use the name of the Sanofi Group and/or its affiliates or the institutional logo must be the subject of a reasoned request and sent exclusively to the Purchasing Department of Sanofi S.r.l., which will respond in writing to such request. Even if the request is accepted, the use of the name/logo is strictly subject to the prior signature, by the supplier/third party requester of specific agreement in which the terms, conditions, purpose and duration of use are contained. The improper and/or unauthorized use and/or in violation of the signed agreement, of the name/logo of the Sanofi Group and its affiliates will result in the cancellation of the supplier or potential supplier from the supplier register of the Sanofi Group and its affiliates, except in any case compensation for damages.

24. APPLICABLE LAW AND JURISDICTION. This order shall be governed by Italian law. For any dispute in any way connected with or arising out of this order, the exclusive place of jurisdiction shall be Milan.

25. COMPLIANCE WITH PHARMACOVIGILANCE OBLIGATIONS. In the performance of the obligations arising from this purchase order, the Supplier undertakes to comply with the pharmacovigilance obligations established by current EU and national regulations.

IL FORNITORE _____

Pursuant to and for the purposes of articles 1341 and 1342 of the Italian Civil Code, the Supplier specifically approves the following clauses: art. 1 (General Conditions), art. 2 (Delivery Terms), art. 4 (Defects and Non-conformities), art. 5 (Order Revision), art. 6 (Warranty), art. 7 (Penalties and Sanctions), art. 10 (Payment Terms), art. 12 (Non-compliance), art. 13 (Assignment of order and credit), art. 14 (Subcontracting), art. 17 (Personnel and Discipline of the Supplier's Employees), art. 18 (Legislative Decree 231/01 - Code of Conduct - Anti-corruption), art. 19 (Audit), art. 20 (Confidentiality), art. 24 (Applicable Law and Jurisdiction)
