



## GENERAL CONDITIONS OF PURCHASE •

### ARTICLE 1. DEFINITIONS

The following terms, when the first letter is capitalized, will have the meaning defined hereunder or in the dedicated article, as the case may be:

“Affiliated Company(ies)” mean(s) any company which, either directly or indirectly, and at any time during the Order, controls, is controlled by or is under common control of respectively PROVIDER or SANOFI. For the purposes hereof, control means the direct or indirect ownership of more than fifty percent (50%) of the equity or more than fifty percent (50%) of the voting rights.

“Applicable Laws” mean all laws, regulations, professional standards, regulatory policies, licenses, good laboratory/clinical/industry/distribution/manufacturing practices (GxP) which are in force from time to time during the term of the Order and which apply to the subject matter referenced in this Order.

“CLIENT” means, as relevant, CHATTEM Inc., Sanofi Pasteur Inc., Sanofi US Services Inc., Sanofi-Aventis US LLC. or any SANOFI’s Affiliated Company established on the US territory as the issuer of an Order.

“Confidential Information” means any data and/or information of any kind whatsoever, whether or not labeled as confidential, that relates or refers to the Order, or to CLIENT’s or PROVIDER’s business activity and that is disclosed directly or indirectly by a Party to the other, or otherwise obtained by a Party from the other as a result of negotiating or completing the Order, either directly or indirectly, in writing, orally, electronically, visually or in any other form.

“Day(s)” mean(s) any calendar day of the year.

“Deliverable(s)” mean(s) all materials specifically created, generated, designed, prepared or developed by PROVIDER for CLIENT, and designated as a Deliverable under an Order, including, but not limited to, any design, database, file, document, training material, data, report, note, study or analytical document, minutes or report, final report, creative idea delivered as part of the strategic ideation phase and/or the creative phase of any project, trademark, digital development, specifications, update and version installations of programs and/or interface designed, created, submitted, developed, written in object code or source code, including developments, adaptations, improvements and modifications made by PROVIDER to the Pre-Existing Elements of CLIENT, and delivered to CLIENT under the Order, and any IPR related to thereto, whether such Deliverable is or not protected or capable of being protected by intellectual property Applicable Laws.

“GCP” means these general conditions of purchase applicable to the Orders.

“IPR” means, as standing for Intellectual Property Rights, (i) any right 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 (and service marks, distinctive signs such as, logos, trade or business names, brand names, company names, shop signs, domain names and URLs), copyrights (including author’s rights) and neighboring rights, rights to any software in object code or source code, rights to databases, (ii) any registration or application to register, renew and/or extend any of these rights, and (iii) all other intellectual property rights, registered or not, susceptible of being registered or not, existing in any country, as well as the goodwill relating thereto.

“Notice” means a prior notification of any nature and/or format whatsoever (e.g. registered letter, email) that is sent by a Party to the other in writing with an acknowledgement of receipt. “Notify” and “Notified” will be construed accordingly.

“Order(s)” mean(s) any purchase order issued by CLIENT to PROVIDER stating, at minimum, the description of the Services or Products, as the case may be, and any relevant associated information. The Order includes the GCP and the SCP.

“Party(ies)” mean(s) individually either CLIENT or PROVIDER, as the case may be, or collectively both of them.

“Personnel” means, in relation to PROVIDER, any of its (i) employees (ii) individual consultants under its responsibility or (iii) those of its providers, authorized agents or subcontractors (including PROVIDER’s Affiliated Companies) assigned to the provision of the Products or Services; and, in relation to CLIENT, any of its (i) employees (ii) contingent and/or temporary workers and/or (iii) individual consultants under CLIENT’s responsibility.

“Pre-Existing Element(s)” mean(s) any technology, know-how, design, database, software, data, invention, copyright, algorithm and computer source code information, material, document, product owned, or any other element in any form whatsoever developed by a Party or licensed to it by Third Parties before or completely independently from the performance of the Order, whether or not patentable, patented, protectable or protected by any IPR.

“Product(s)” mean(s) any product, hardware, software, equipment or goods of all kinds, including the provision of associated Deliverables, to be supplied by PROVIDER as per the terms of the Order for use notably in the pharmaceutical field, if relevant.

“PROVIDER” means the company, individual, entity or any Affiliated Company of said company, entity which supplies the Products or provides the Services as per the terms of the Order.

“SCP” means the special conditions of purchase expressly accepted by CLIENT and PROVIDER applicable to the Order including, if any, the mutually accepted amendment(s) to the GCP.

“Services” mean the services of all kinds, including the provision of associated Deliverables, to be provided by PROVIDER as per the terms of the Order for use notably in the pharmaceutical field, if relevant.

“Third Party(ies)” mean(s) any company, individual or entity other than CLIENT, PROVIDER or their Affiliated Companies.

### ARTICLE 2. PURPOSE

2.1 Scope. The GCP apply indiscriminately to the supply of any Product and to the performance of any Services provided by PROVIDER under the Order.

2.2 Order of precedence. CLIENT is open to the mutual negotiation of the general terms and conditions of sale that PROVIDER will communicate. Nevertheless, by accepting the Order as per the provisions hereunder, PROVIDER expressly agrees to the GCP which will prevail over the general terms and conditions of sale of PROVIDER, unless otherwise agreed in writing between the Parties after negotiating them. The GCP can only be amended and/or supplemented by the SCP which will then prevail over the GCP. Any terms and conditions contained in PROVIDER’s proposal, invoice, acknowledgment or any document whatsoever (including the content of documents that may be incorporated through URL links) other than in the SCP, are null and void.

If an Order is issued under a specific separate contract concluded in writing between the Parties, the provisions of this contract alone will govern.

### ARTICLE 3. TERM

3.1 Duration. The GCP and the SCP are effective as from the issuance of the Order by CLIENT and will remain in full force and effect for the duration of the Order, unless otherwise provided herein. The Order may not be tacitly renewed and may only be extended by means of an amendment signed by duly authorized representative(s) of the Parties.

3.2 Expiration consequences. Upon expiration of the Order or at the end of the reversibility phase as the case may be, PROVIDER will promptly return, at its own costs, to CLIENT all equipment and devices lent to or put at its disposal, together with any information, document, material and data (including Confidential Information) provided by CLIENT, which will be either returned or, upon CLIENT’s request, securely destroyed and certified in a signed statement, without the possibility for PROVIDER to retain any kind of copy, extract and/or summary, except for one (1) copy that PROVIDER may keep for legal purposes. In addition, PROVIDER will stop using CLIENT’s data in any way whatsoever, unless expressly authorized by CLIENT and will provide CLIENT, as applicable, with a written final report detailing the Services performed until such expiration. When necessary, PROVIDER will also make its best efforts to assist CLIENT in the qualification of an alternate Third Party supplier for the supply of Products, without being however required to disclose any of its trade secret.

3.3 Reversibility. Upon expiration of the Order, PROVIDER will supply to CLIENT, without additional cost for CLIENT, with any necessary assistance to ensure the transfer of Services in order to prevent any interruption of performance and to allow CLIENT to resume them either by itself or by any Third Party service provider. PROVIDER will notably transfer its expertise in relation to the Deliverables in such a way as to ensure that CLIENT or its Third Party service provider may continue using them in the best possible conditions. PROVIDER will meet the timelines agreed between the Parties, while continuing its efforts to limit the duration of this reversibility phase.

### ARTICLE 4. TERMINATION

4.1 Termination for convenience. CLIENT may, without prejudice to its other rights or remedies, terminate at any time and without requiring any judicial formalities the Order for convenience, in whole or in part, with immediate effect, subject to a reasonable prior Notice without incurring any liability, fees, damages or compensation whatsoever.

4.2 Termination for default. In case either Party breaches or fails to perform any of its obligations, the other Party will Notify the defaulting Party thereof, within fifteen (15) Days and if the defaulting Party fails to remedy such default the other Party may, without prejudice to its other rights or remedies, terminate without requiring any judicial formalities the Order for default, in whole or in part, with immediate effect, after sending a Notice to the defaulting Party.

4.3 CLIENT’s right to terminate for specific causes. CLIENT may, without prejudice to its other rights or remedies, terminate without requiring any judicial formalities the Order, in whole or in part, with immediate effect and without prior Notice, in the event of: repeated delays, significant consequences due to non-compliant performance, regulatory decisions stating that the Products and/or Services do not suit the pharmaceutical specialties, non-compliance with articles “Confidentiality”, “Information security and quality measures”, “Pharmacovigilance”, “Personal data protection”, “United Nations Global Compact – Anti-Corruption – Conflict of Interest – Transparency – Restricted Parties Screening – Conflict Minerals”, “Requirements pursuant to social regulation”, “Environment”, “Transfer – Assignment”, “Subcontracting” and/or “Export control”.

4.4 Termination for PROVIDER’s Change of Control. In case of PROVIDER’s Change of Control or if a CLIENT’s competitor acquires equity or voting rights in PROVIDER, PROVIDER will immediately Notify CLIENT thereof.

“Change of Control” means any organizational change of PROVIDER resulting in (i) either the main shareholder of the Party in question at the time of establishing of the Order no longer having effective control of the Party; or (ii) any change in the shareholding structure of said Party, affecting its control.

In this case, CLIENT reserves the right to, without prejudice to its other rights or remedies, terminate without requiring any judicial formalities the Order, in whole or in part, with immediate effect, subject to a fifteen (15) Day prior Notice, without incurring any liability, fees, damages or compensation whatsoever.

4.5 CLIENT's right to terminate for a force majeure event. In case of a force majeure event under the conditions of article "Force majeure" below, the non-affected Party may terminate the Order pursuant to provisions specified therein.

4.6 Termination consequences. In addition to the provisions laid down in article "Expiration consequences", in case of any termination, PROVIDER will immediately cease incurring or committing to any cost in connection with the Order. CLIENT will only be required to pay to PROVIDER the sums corresponding to the compliant performance of the Order not yet invoiced up to the effective date of termination, no other amounts being due. If applicable, PROVIDER will reimburse any advance payment received for part of the Order not performed yet or any payment received for defective or non-compliant Services and/or Products.

4.7 Cancellation. In case PROVIDER breaches or fails to perform any of its obligations, CLIENT may, without prejudice to its other rights or remedies, cancel at any time and without requiring any judicial formalities the Order, in part or in whole, with immediate effect, subject to a fifteen (15) Days prior Notice remained unanswered by PROVIDER. Consequently, in addition to its obligations under article "Termination consequences" above, PROVIDER will reimburse CLIENT, on the date of cancellation, all sums collected in connection with the Order. Furthermore, CLIENT may decide to cancel at any time before the delivery date of the Products or to the performance date of the Services, and without requiring any judicial formalities the Order, in part or in whole, with immediate effect, subject to a reasonable Notice without incurring any liability, fees, damages or compensation whatsoever. Nonetheless, should CLIENT decide to cancel the Order or any part thereof after the delivery date of the Products or to the performance date of the Services, the Parties will discuss, if any, the reasonable and documented cancellation charges incurred for PROVIDER and that CLIENT will agree to bear.

## ARTICLE 5. FINANCIAL CONDITIONS

5.1 Prices. Unless otherwise provided in the SCP, everything indicated in the Order as to be supplied or executed by PROVIDER is deemed to be entirely included in the prices specified in the Order. Subject to the compliant performance of its obligations under the Order, CLIENT will pay PROVIDER the amount mentioned in the Order. Said amount is firm and fixed for the whole duration of the Order. The amount will be given in euros and understood to exclude tax. The applicable VAT at the time of billing will be additional.

5.2 Invoicing. Unless otherwise provided for by any mandatory Applicable Law, PROVIDER will be entitled to invoice for payment when the Products are actually delivered or after the full performance of the Services in accordance with the provisions of the Order. PROVIDER 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> at the invoice issue date. Submitted electronic invoices will include all elements specified by Applicable Laws (e.g. description of the Products/Services) and the ones enabling CLIENT to process them (including, but not limited to, the Order number, or any supporting document accompanying the detail of invoiced items including those requested by CLIENT when necessary) as defined under <https://suppliers.sanofi.com/invoicing> at the invoice issue date. Sending a paper duplicate is explicitly not required and may have an impact on PROVIDER 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. Non-compliant invoices may be returned to PROVIDER per email.

CLIENT reserves the right to refuse any invoice that is not compliant with the provisions of the Order. Three (3) months after the end of the Order, CLIENT will be entitled to refuse payment of any PROVIDER's invoice related to a Product or Service.

5.3 Payment terms. CLIENT will pay PROVIDER by bank transfer using the account details PROVIDER has previously provided. Payment must be made within the time frame specified in the SCP.

No advance payment will be made by CLIENT to PROVIDER. However, if advance payments are authorized, CLIENT will be entitled to ask PROVIDER to provide an irrevocable first-demand bank guarantee for the refund of such advance, issued by a reputable bank to an equivalent amount.

5.4 Retention money. A maximum of five percent (5%) of the Order price may be withheld, automatically if required by Applicable Laws or on CLIENT's decision, even in the event of payment by instalments. This holdback will be paid upon expiration of the Contractual Warranty as defined in article "Warranties" unless CLIENT raises any objection thereto. However, and unless otherwise stipulated by a mandatory provision, this holdback can be replaced by an irrevocable, personal and unconditional first-demand bank guarantee, to an amount equivalent to the holdback amount, issued by a reputable bank. This bank guarantee will be releasable upon expiry of the Contractual Warranty as provided herein.

5.5 Service/milestones credits. If applicable, in case of PROVIDER non-compliance with the service levels defined in the SCP, unless otherwise agreed with CLIENT, PROVIDER shall issue a credit note in accordance with the SCP. The Parties agree that such credit note (i) does not relieve PROVIDER from performing properly the affected part of the Order, (ii) is a price adjustment and (iii) does not represent an estimate of the loss or damage that may be suffered by CLIENT in respect of the non-compliance which gives rise to the credit note. Therefore, such credit note shall not be construed as a penalty clause and is without prejudice to any remedy available to CLIENT.

## ARTICLE 6. LIABILITY

The Order is performed under the full liability of PROVIDER. In this respect, PROVIDER is liable for any injury, damage or loss whatsoever, suffered by CLIENT, its Personnel, representatives, Affiliated Companies, customers and/or any Third Party, resulting from or in relation to any PROVIDER's breach, error, negligence, omission and/or fault whether caused by PROVIDER itself, its Personnel, representatives and/or Affiliated Companies.

## ARTICLE 7. INSURANCE

Without limitation to its obligations and responsibilities under the Order, PROVIDER represents to hold and maintain, at its own expense, and throughout the whole duration of the Order, all necessary insurance policies to cover all financial consequences of the liability that would arise out of or be in connection with the performance of the Order, for any injury, damage or loss whatsoever that it may cause to CLIENT, its Personnel, representatives, Affiliated Companies, customers or any Third Party while performing the Order. The insurance coverage will not relieve PROVIDER of any of its responsibility for injury, damage or loss in excess of insurance limits or otherwise.

Such insurance will be maintained with a reputable insurance carrier or through self-insurance, and will notably include (i) Commercial General Liability and Products Liability or Professional liability ("errors and omissions") insurance, (ii) cyber coverage addressing privacy & confidentiality breach and network security and (iii) if applicable, workers' compensation/Employers Liability in the relevant jurisdiction where the work is being performed, and automobile liability insurance if vehicles will be on premises or used in servicing contract.

Upon CLIENT's request, PROVIDER will promptly provide it with a certificate from the insurer(s) or the insurer's authorized representative, or in the case of self-insurance, an authorized corporate officer evidencing such insurance coverage.

All these insurance policies must be taken out by PROVIDER to allow it to Notify CLIENT at least thirty (30) Days before any cancellation or modification of these insurance policies.

## ARTICLE 8. FORCE MAJEURE

8.1 Scope. Neither CLIENT nor PROVIDER will be held responsible for any shortcoming or delay in the performance of its obligations that may be due to a force majeure event. By derogation, the Parties agree that internal strike is not a force majeure event within the meaning of this article.

8.2 General obligations. Should a force majeure event affect the Order, the affected Party will immediately Notify the non-affected Party thereof. In this case, the Parties must promptly meet and make their best efforts to mitigate the effects of the force majeure event. At CLIENT's sole option, the quantities of Products and/or part of the Services so affected by the force majeure event may be eliminated from the Order without incurring any liability, fees, damages or compensation whatsoever, but the Order will remain otherwise unaffected. Without prejudice to the foregoing, at the end of the force majeure event and its effects, each Party will promptly resume the performance of its obligations thus suspended.

Each Party will bear its own costs and expenses incurred in connection with the force majeure event.

8.3 Termination cases. Should the Parties fail to agree on the measures required and should the force majeure event exceed a period of fifteen (15) Days from the Notice, the non-affected Party will be entitled to immediately terminate whole or part of the Order without requiring any judicial formalities and without any compensation to be claimed for this purpose.

## ARTICLE 9. AUDIT

9.1 Scope. The Parties agree that CLIENT may at its own costs, upon reasonable Notice and at any time during the Order and three (3) years following its expiry, carry out an on-site or documentary audit by itself or by an independent body of its choice to investigate PROVIDER's and its Personnel's compliance with their obligations and any Applicable Laws.

9.2 General obligations. For the purpose of this audit, PROVIDER agrees (i) to grant and facilitate access to the auditors to its and those of its Personnel's sites, facilities, systems, documents, employees (ii) to ensure that all documentation is "inspection-ready" (iii) to cooperate fully in good faith with them and (iv) to provide them with all necessary information and logistical support to carry out the audit. The Parties acknowledge that the audit will be carried out subject to article "Confidentiality" and as a result, PROVIDER will not be allowed to request any specific confidentiality disclosure agreement to the auditors for the performance of the audit.

9.3 Consequences. Following the audit (including any Health, Safety and Environment audit), if a non-compliance is detected or if CLIENT voices recommendations or reservations, PROVIDER agrees to implement, at its sole expense, the corrective and preventive actions promptly as from CLIENT's Notice or provision of the report and to follow the recommendations and/or reservations expressed by CLIENT. In this event, PROVIDER will reimburse to CLIENT all costs of the audit (including the fees of the independent auditors). Any failure to remedy a breach identified during the audit will allow CLIENT to terminate the Order for breach.

9.4 Audit report. The results of the audit must be considered as a Confidential Information of both Parties and a copy of the audit report will be provided free of charge by CLIENT to PROVIDER upon request.

9.5 Authority inspection. Should a competent authority or authority with an interest in the activities of PROVIDER carry out or intend to carry out an audit and/or inspection of PROVIDER in such a way that it may somehow relate to the Order or affect PROVIDER ability to perform the Order, PROVIDER will, at no additional cost for CLIENT, promptly Notify CLIENT thereof together with the measures subsequently taken or proposed.

## ARTICLE 10. CONFIDENTIALITY

10.1 Scope. For the purpose of this article, "Discloser" or "Recipient" means, as relevant, either one of the Parties that (i) either discloses directly or indirectly (the "Discloser") or (ii) receives or may have access to (the "Recipient"), Confidential Information for the performance of the Order.

Obligations defined in this article do not apply to Confidential Information for which the Recipient can either prove that (i) the Recipient already lawfully contained it in its records prior to its communication by Discloser (ii) it was already or became known or accessible to the public before being communicated by the Discloser (iii) it had been legitimately communicated by Third Parties who were not bound by a confidentiality agreement relating to the said information (v) it was

independently developed by the Recipient without access to the Confidential Information, subject to written evidence.

10.2 General obligations. The Recipient agrees to treat the Confidential Information as strictly confidential, to protect it with at least a reasonable care and to strictly limit its access to its Personnel directly concerned by the Order for the sole purpose of performing the Order who will be bound by the same obligations set out herein.

In no circumstances may the Recipient sell, exchange, publish or communicate the Confidential Information in any manner whatsoever or in any form whatsoever to a Third Party, without the Discloser's prior written approval. CLIENT may nonetheless be entitled to exchange the Confidential Information to its Affiliated Companies and to notably provide to its/their Personnel the audit report, without prior authorization from the Discloser.

In the event that the Recipient requires a Third Party's assistance (subject however to the Discloser's prior written information who may have five (5) Days to oppose before the disclosure will be deemed approved), the Third Parties will be bound by the same obligations of secrecy as those of the Recipient and may only use the Confidential Information to perform the Order. In any event, should the Third Party breach its obligations of confidentiality, the Recipient will remain liable for such breach towards the Discloser.

In consideration of PROVIDER's professional capacity, CLIENT will have no obligation or warranty to PROVIDER as to the accuracy, completeness and/or usefulness of the Confidential Information, and will not be liable with respect to or resulting from the use or misuse of any Confidential Information by PROVIDER. PROVIDER will waive any recourse against CLIENT for damage and/or loss resulting from the use of any Confidential Information disclosed under the Order.

10.3 Compelled disclosure. If the Recipient is required by a request of any form whatsoever by a court, regulatory or governmental body to disclose the other Party's Confidential Information, the Recipient will, to the extent allowed under Applicable Laws, (i) immediately Notify the Discloser thereof and (ii) upon Discloser's request, redirect the request to the Discloser and (iii) provide reasonable assistance to the Discloser in opposing it. If such Notice is prohibited by Applicable Laws, the Recipient must take all necessary steps to relieve itself from such prohibition and to limit the disclosure to the strict portion of the Confidential Information that is identified in the request, such portion to remain anyhow confidential.

10.4 Return or destruction. Upon expiry or any termination of the Order for any reason whatsoever, or at any time the Discloser so requests, the Recipient agrees to return to the Discloser all Confidential Information in accordance with the provisions set out in article "Expiration consequences".

10.5 Duration. Obligations set out in this article "Confidentiality" must apply throughout the term of the Order and for a period of ten (10) years following its expiration or termination, regardless of the reason, or any other longer period provided for under trade secret regulation or similar Applicable Laws.

10.6 Business reference and communication. CLIENT is free to speak out, through all means of communication, on the business relationships between the Parties, the existence and content of the Order and/or Deliverables. Unless prior written consent is obtained from CLIENT, PROVIDER will refrain from mentioning the existence and/or content of this Order in any communication whatsoever with Third Parties. All reproduction, in full or in part or any use in any manner whatsoever, in particular, for reference or publicity purposes, of the CLIENT's trademarks, logos and/or tradenames without CLIENT's prior written authorisation is prohibited.

## ARTICLE 11. INTELLECTUAL PROPERTY

Each Party retains exclusive ownership of IPR on its Pre-Existing Elements (including developments, adaptations, enhancements and modifications thereof). PROVIDER grants or has granted to CLIENT, a worldwide, royalty-free, nonexclusive, sublicensable and transferable license, valid for the duration of the Order (except for PROVIDER's Pre-Existing Elements which are embedded in the Deliverables for which this license is provided for the entire duration of protection of IPR), to access, use, copy, modify, improve, maintain and preserve the PreExisting Elements of PROVIDER, in order to use the Services or Products and Deliverables. CLIENT grants PROVIDER, for the duration of the Order, a fully paid worldwide, royalty free, non-exclusive and non-transferable license to use the CLIENT's Pre-Existing Elements solely to the extent necessary to perform its obligations under the Order if required by PROVIDER.

In the case of co-development or a specific partnership, the IPR will be negotiated between the Parties and will be subject to a specific contract. CLIENT owns on an exclusive and worldwide basis and for the full duration of IPR protection, all rights (relating to any Deliverable (in any form, regardless of the state of completion) created under or resulting from the performance of the Order. However, to the extent that the rights to the Deliverables would not be owned by CLIENT by operation of law, PROVIDER irrevocably transfers to CLIENT, who may freely use the Deliverables without any further consideration and/or additional costs, the full ownership of all IPR in the Deliverables, in any form and support whatsoever, free of all encumbrances and Third Parties' claims, and as soon as the Deliverables are created. This transfer, which applies on an exclusive and worldwide basis, is granted to CLIENT for the full duration of the IPRs protection as provided for by Applicable Laws and will include all rights such as the rights of use, exploitation, transfer, (sub)licensing, reproduction, representation, translation, distribution, adaptation, engineer and reverse-engineer for all Deliverables. The Deliverables include all outcomes resulting in any way whatsoever from the performance of the Order (including improvements, enhancements, developments, adaptations and/or modifications to CLIENT's Pre-Existing Elements), regardless of their state of completion, form and nature (including, but not limited to, any materials, IT development, software, interfaces and associated source and object codes, designs, drawings, databases, specifications, documents, notes, studies, intermediary/final reports, creative ideas/stages, distinctive marks), whether or not protected or capable of being protected by intellectual property Applicable Laws and any IPRs related thereto. CLIENT has the exclusive right to obtain, hold, deposit and renew (or not), under its name and/or to its worldwide benefit any title subject to IPR relating to a Deliverable. PROVIDER undertakes to assist CLIENT, free of charge, with any steps required to ensure the protection of CLIENT's rights on Deliverables. Due to the field

of activity of CLIENT, PROVIDER is informed that the use of the Deliverables may imply some adjustments of the moral rights necessary as regard to objective conditions of exploitation. To the extent required by CLIENT to exploit the Deliverables and subject to Applicable Laws, PROVIDER explicitly, irrevocably and definitively waives its moral rights (and also warrants to take all necessary measures to have its Personnel and Third Parties waive theirs).

PROVIDER warrants, on a worldwide basis, that CLIENT will have peaceful enjoyment of all IPRs assigned or licensed under the Order and that no Products, Service, Pre-Existing Element and/or Deliverable provided violate any right of any Third Party and constitute acts of unfair competition, free riding or misappropriate of know-how. In case of any Third Party's claim or action against CLIENT for an alleged or actual infringement to its IPR or any other rights, PROVIDER will, at its expense, hold harmless CLIENT from and against any claims, actions and liability incurred and provide, as relevant, legal assistance for its defense and/or substitution in any proceedings, except otherwise decided by CLIENT. PROVIDER will also indemnify CLIENT for all costs and damages incurred from condemnation, notably including lawyers' and consultants' fees, compensation, ancillary costs in addition to the damages corresponding to the potential loss of use and/or sums due under a settlement agreement, costs and expenses for performance continuity). In addition, PROVIDER should be obliged, at its expense and at CLIENT's discretion, to (i) obtain the right for CLIENT to continue using as applicable the Products, Services, Pre-Existing Element and/or Deliverable (ii) replace or modify the concerned item or part thereof such as it no longer infringes Third Parties' right, provided that this does not cause any adverse effect on the Products/Services/Deliverables or their intended use or (iii) refund or reduce the price paid. If the Parties fail to reach an agreement regarding the aforesaid, CLIENT may terminate the Order or part thereof for PROVIDER's breach.

PROVIDER warrants that that no open-source software is used for the performance of the Order and therefore included in, embedded in, relied upon, called upon, linked to, or incorporated into any Deliverable that would (i) requires either PROVIDER or Company and/or its Affiliated Companies) to license or distribute any Deliverable for free or for a limited charge to the public or (ii) limit Company's and/or its Affiliated Companies' use and exploitation of the Deliverable as described in this article "Intellectual Property".

The provisions of this article will remain in effect after the end of the Order for any reason whatsoever.

## ARTICLE 12. SPECIFIC PROVISIONS RELATED TO ORDER

12.1 Order formalization – Order acceptance – Order changes. The Order will specify, at minimum, the Products or Services, the quantities as the case may be, the performance or delivery schedule, the place of delivery or performance and the agreed prices. Each Order will be placed by electronic data interchange ("EDI") or such other systems as the Parties may agree from time-to-time in writing.

PROVIDER must, within a maximum of seven (7) Days as from receiving the Order, acknowledge receipt "for unconditional acceptance" for all the Order. In the absence of acknowledgement of receipt, any initiation of performance by PROVIDER will imply its agreement to the entire Order.

CLIENT reserves the right to make at any time changes to the Order, by means of a Notice. If any such change causes a substantial variation in the cost and/or time schedule of supplying the Product(s) and/or of performing the Services, PROVIDER may assert a claim in writing for an equitable and substantiated adjustment in the price and/or the delay within seven (7) Days after receiving CLIENT's Notice of changes. Upon mutual agreement as to any price or delivery change, CLIENT will issue a written change order. CLIENT may, however, request PROVIDER to commence the agreed changes prior to having finalized the adjustment to the change order. If the Parties are unable to agree upon the adjustment, acting reasonably and in good faith, CLIENT may without any liability terminate this Order as to all affected Products and/or Services. Failing a Notice of adjustment by PROVIDER in accordance with this article, PROVIDER hereby expressly waives its rights to claim for an increased cost or extension of time of performance, while carrying out the change. PROVIDER will not make any change to the Order without CLIENT's prior written consent.

In certain cases, when a budget allowance is estimated as an indication for the set of supplies or performances that CLIENT may entrust to PROVIDER over a reference period of time, it is expressly specified that such open Order does not bind CLIENT with respect to the amount indicated in the Order and that only delivery calls actually issued will be interpreted as an agreement to contract with PROVIDER subject to the same provisions of acknowledgment and changes. Upon Order acceptance, CLIENT is not obligated to any minimum, recurring, or future purchases of Products or Services, except as otherwise expressly set forth in the Order.

12.2 Order performance. PROVIDER will carry out the Order continuously and diligently, to the satisfaction of CLIENT and in accordance with the Order and Applicable Laws. In addition, as a professional, PROVIDER is bound by a general obligation of result, together with an obligation to manufacture, use compliant raw materials, give advice, information and recommendations to CLIENT that are needed for the performance of the Order, in particular in terms of quality and performance.

PROVIDER represents, warrants, undertakes and agrees that it has the required skills, capacity, materials and equipment to perform the Order, that it has the requisite experience of performing work and supplying products of nature and scope similar to the Order, using a qualified and competent Personnel and, that it holds and will maintain for the duration of the Order, at its own cost, all administrative authorizations or approvals required by Applicable Laws. PROVIDER warrants however that, if any member of its Personnel was formerly working for a SANOFI's Affiliated Company as a permanent employee, PROVIDER will not assign him/her to the performance of the Order for a period of five (5) years following his/her departure from SANOFI group.

If the Parties have concluded a quality agreement relating to the Products or Services, PROVIDER must respect the aforementioned quality agreement which will apply to the Order and prevail, regarding any quality issues, in case of contradiction or inconsistency between the quality agreement and the Order. In any event, PROVIDER will implement an appropriate and recognized quality

assurance program and quality management measures to ensure that the Products and Services conform to the requirements of the Order.

PROVIDER agrees to keep CLIENT informed of the progress in performing the Order, including when relevant, to provide it with progress reports. PROVIDER will Notify CLIENT without undue delay of all things which in its opinion appear to be deficiencies, omissions or difficulties encountered in the performance of the Order (including any loss, withdrawal or non-renewal of any administrative authorization or approval), or appear to be any kind whatsoever of non-compliance with the provisions herein and notably with Applicable Laws, where in such case, CLIENT reserves the right to terminate the Order as per article "Termination".

PROVIDER also procures that each PROVIDER's Personnel will comply with the obligations set forth in the Order.

PROVIDER acknowledges that any interruption or suspension of the performance may have critical adverse consequences for CLIENT and undertakes therefore to continue at all times the performance of the Order by all possible means (including as necessary, providing blueprints, sharing source codes or maintaining an up-to-date business continuity and disaster recovery plan etc.) with regard to CLIENT's regulatory, social and patient responsibility as a pharmaceutical industry and in particular the absolute necessity for CLIENT to ensure the continuity of its business.

12.3 Delivery – Transfer of ownership and risks. PROVIDER will deliver the Products and/or perform the Services, within the planning and to the address indicated in the Order. Failing this, CLIENT reserves the right to refuse in whole or in part, at its sole discretion, the Product(s) or Service(s).

The Product(s) will be shipped, packed, marked, handled and dispatched with the care required to guarantee their protection, in line with CLIENT's instructions, Applicable Laws and any other terms agreed between the Parties. PROVIDER will draw up and attach to the consignment all detailed and accurate documents necessary (e.g. operation and maintenance manual, quality confirmation certificate, bill of lading, certificate of origins, export authorizations and licenses etc.). Delivery will not be deemed complete until the delivery of all required documentation in accordance with the Order and Applicable Laws.

For the supply of Products, the Order will specify the Incoterm (ICC Incoterms®, 2020) used. Otherwise, the delivery will be considered Delivered At Place (= DAP) (ICC Incoterms®, 2020) at the agreed destination.

PROVIDER will irrevocably transfer to CLIENT the full ownership of the Products and Deliverables progressively as they are being manufactured and created, regardless of the chosen Incoterm. The risk of loss or damage to the Products, Services and/or Deliverables will pass from PROVIDER to CLIENT upon the definitive acceptance of Products, Services and/or Deliverables by CLIENT.

12.4 Acceptance. The Products or Services will not be considered as accepted by CLIENT without an inspection and release by CLIENT or any Third Party authorized by it. Any delivery of Products or performance of Services is therefore subject to a definitive acceptance from CLIENT, notwithstanding any payment or initial inspections, in order to verify their conformity with the Order. Upon receipt of the Products or completion of the Services, CLIENT will carry out such inspection at that time or at any time thereafter. Where the Products or Services require to perform some tests after their delivery or completion, their acceptance will not occur until such tests have been passed to the satisfaction of CLIENT. If the Products or Services do not meet the requirements specified in the Order, CLIENT will Notify PROVIDER thereof as soon as possible and at CLIENT's discretion, PROVIDER will promptly (and no later than forty-eight (48) hours after CLIENT's Notice to commence remedying) either (i) repair, replace or re-perform the deficient or non-conforming Products or Services (the "Defective Product(s) or Service(s)") within the time limit set by CLIENT (ii) refund to CLIENT all payments made (with interests) for and in relation with the Defective Products or Services or (iii) reduce the price in proportion of the reduced value of the Defective Products or Services if CLIENT decides to accept them (collectively the "Remediation Action(s)"). Any corrected Products or Services will be subject to the same inspection and acceptance terms provided for in this article and any Remediation Action will be carried out at PROVIDER's sole risks and expenses which will include CLIENT's reimbursement of, in addition to any other expense, all costs and/or losses suffered by CLIENT in relation with the Defective Products or Services, such as, without limitation, the costs for correcting the Defective Products or Services by CLIENT itself or by a Third Party of CLIENT's choice (where, in these cases, PROVIDER undertakes to provide its full cooperation and assistance, as needed), the shipping, packaging or destruction costs, the recollection costs at CLIENT's site, the customs duties fees, the quality tests expenses, the administration and handling expenses (collectively the "Remediation Costs"). Furthermore, any inspection, testing or approval of a test by CLIENT, waiver thereof or failure to perform the same will in no event relieve PROVIDER from any of its liability nor imply CLIENT's acceptance of the Product or Service. The foregoing will not be construed to affect PROVIDER's warranties, nor to limit or exclude any other rights or remedies of CLIENT herein (including the right to terminate subject to the provisions under article "Termination"), at law or in equity.

12.5 Planning – Delays. PROVIDER must respect the planning set out in the Order and acknowledges that time is of the essence.

12.6 Rules applicable in the event of on-site activities. In the event the Order is performed at one of the CLIENT's sites, PROVIDER undertakes to comply and fully cause its Personnel, who remain under its responsibility, to comply with the access, hygiene, safety, environmental (including waste management) instructions and regulations in force on the CLIENT's site. PROVIDER acknowledges having received prior to any intervention on the site such instructions and regulations. In addition, PROVIDER agrees to promptly report any accident suffered by a member of its Personnel, and any incident whose consequences could be harmful to the safety of any Personnel, installation, material, Equipment and/or the environment. PROVIDER will make sure that its Personnel received the adequate training to handle such event.

PROVIDER acknowledges that other contractors may work simultaneously with it on this site. As a result, PROVIDER warrants that its work will not cause any difficulties for other contractors and in particular, that it will not cause any damage to facilities, Equipment or machines belonging to them,

existing structures or those under construction. PROVIDER will also implement all the necessary means to avoid nuisances to waterfront properties.

CLIENT reserves the right to require PROVIDER to proceed with the immediate eviction of any Personnel who does not respect the obligations set forth in this article and/or whose behavior may jeopardize the proper performance of the Order. CLIENT will be entitled to terminate the Order for breach as per article "Termination".

12.7 Information security and quality measures. PROVIDER must comply and procure that each of PROVIDER's Personnel will comply at minimum with the information security and quality measures provisions currently set out in <https://suppliers.sanofi.com/en/standards-and-procedures> as amended by CLIENT from time to time. Such terms are hereby incorporated herein by reference and the Parties expressly commit to comply with them.

12.8 Pharmacovigilance. Where the Order is related to a CLIENT's Product, specific pharmacovigilance requirements will apply. In this case, the Parties will comply with the terms of the applicable pharmacovigilance clause currently available at <https://suppliers.sanofi.com/en/standards-and-procedures> as amended by CLIENT from time to time. Such terms are hereby incorporated herein by reference and the Parties expressly commit to comply with them.

12.9 Warranties. Without prejudice to any Applicable Laws, notably but not exclusively the statutory warranty of latent defects or the right to repair that may be invoked by CLIENT on the grounds of contractual or extra-contractual liability or specific rules of liability, PROVIDER hereby warrants the proper performance, quality, functionality and strict conformity with the Order requirements of the Products or Services, which must new, most current releases available to Third Parties at the time of delivery, safe and without risk for human health and be free from any defect, any lack of conformity in design, workmanship and materials, any lien, claim and encumbrance to fit for the purposes for which they are intended (the "Contractual Warranty").

Except any other period agreed in writing between the Parties, the Contractual Warranty will take effect as from the definitive acceptance of the Products or Services and last for a period of (i) twenty-four (24) months for Products or (ii) twelve (12) months for Services.

Under the Contractual Warranty, as from CLIENT's Notice to PROVIDER of the Defective Product or Service or other breach of the Contractual Warranty or as from the date when PROVIDER first became aware of such (whichever is sooner), PROVIDER commits to promptly (and no later than forty-eight (48) hours after CLIENT's Notice to commence remedying) carry out the Remediation Actions as defined in article "Acceptance" that CLIENT reserves the right to choose at its sole discretion. The Remediation Actions will be performed at PROVIDER's sole risks and expenses, including the reimbursement to CLIENT of all and any Remediation Costs as detailed in article "Acceptance", without prejudice to any other rights or remedies that CLIENT may have under the Order (including the right to terminate subject to the provisions under article "Termination"). For the avoidance of doubt, the performance of Remediation Actions will in no event relieve PROVIDER from any of its liability under the Order.

The Product or Service thus remedied will in turn be covered by the same provisions as set out in article "Acceptance" and by the same initial period of Contractual Warranty which will start afresh with respect to the whole Product or Service as from the date when the Defective Product or Service is remedied to the CLIENT's satisfaction.

## 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 "Order" will have the meaning assigned to them in the Data Processing Agreement.

Each Party will, 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 Order, PROVIDER does not process Personal Data on behalf of CLIENT.

However, to the extent that PROVIDER processes any Personal Data on CLIENT's behalf within the scope of the Order or should PROVIDER identify the fact that, during the performance of the Order, PROVIDER is processing Personal Data on CLIENT's behalf (in such case, PROVIDER will immediately inform CLIENT thereof), such Processing will be governed by the terms of the Data Processing Agreement currently available at the following address and as amended by CLIENT from time to time: <https://suppliers.sanofi.com/en/standards-and-procedures>.

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

Where the performance of the Order benefits Affiliated Companies of CLIENT, either directly or through the signature of any relevant documentation (e.g. statement of work, work order, etc.), the Parties expressly agree that each CLIENT's Affiliated Company will be regarded as a Controller independently in its own right.

13.2 United Nations 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 CLIENT at the time of any Order are contingent upon PROVIDER's respect for this same principles as well any specific code of conduct implementing such principles by CLIENT such as the SANOFI Supplier Code of Conduct (<https://suppliers.sanofi.com/-/media/Project/One-SanofiWeb/Websites/Global/Sanofi-Suppliers-COM/fr/Sanofi-Supplier-code-ofconduct.pdf>) and the Sanofi Code of Ethics (<http://www.codeofethics.sanofi>). PROVIDER undertakes to respect these principles and/or codes of conduct during the performance of the Order and to set up sufficient internal procedures, tools and measurement indicators necessary to guarantee compliance with these principles. It authorizes CLIENT to assess the effectiveness of these, itself or through a Third Party approved by the two Parties.

Anti-Corruption. PROVIDER undertakes to comply with all Applicable Laws regarding the prevention of and fight against corruption and influence peddling. This commitment must be extended by PROVIDER to all Third Parties to whom PROVIDER may subcontract all or part of the Order. PROVIDER undertakes to never propose, directly nor indirectly, to SANOFI's Personnel any sum of money, gifts, loans, rebates or valuable objects.

Conflict of Interests. PROVIDER declares that on the issuance date of the Order, no conflict of interests (the "Conflict of Interests") exists to affect or that is likely to affect the performance of the Order due to these interests conflicting with their proper realization to the detriment of CLIENT's interests. In addition, PROVIDER undertakes to declare any Conflict of Interest arising during the performance of the Order. In this event, CLIENT will have the right to exercise its right of termination under the conditions provided for in the GCP.

Transparency. In accordance with the transparency Applicable Laws and in the event that such provisions apply to PROVIDER, CLIENT will make public the existence of this Order together with any amount of costs paid within the framework of the Order.

Restricted Parties Screening. PROVIDER agrees to comply with any and all trade Applicable Laws (including but not limited to those on embargo and embargoed countries) and must take all the necessary measures not to work with entities or individuals who are on any (national or international) sanctions and similar restrictions lists.

Conflict Minerals. PROVIDER will not use, and will not allow to be used, any (a) cassiterite, columbite-tantalite, gold, wolframite, or the derivatives tantalum, tin or tungsten (the "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 (the "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 Order. Notwithstanding the foregoing, if PROVIDER uses, or determines that it has used, a Conflict Mineral in the manufacturing of any such Product(s), PROVIDER will immediately Notify CLIENT, which Notice will 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. PROVIDER 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 social regulation. PROVIDER agrees to provide, as an employer, management of all administrative, accounting and benefits aspects for its Personnel working to perform the Order and must fulfil its obligations pursuant to the Applicable Laws which are applicable where the Services are performed and/or Products are supplied, notably with regard to legislation related to undeclared labor and seconded employees.

In accordance with the provisions regarding illegal employment, PROVIDER hereby certifies and attests that the Order will be carried out by Personnel who are legally employed in relation to the labor Applicable Laws, especially relating to the declaration prior to hiring and issue of payment summaries, and hereby declares that it is discharged of its corresponding corporate and financial obligations.

Consequently, PROVIDER agrees to return to CLIENT, along with the Order acknowledgement and every six (6) months thereafter throughout the term of the Order, declarations relating to undeclared labor, employment conditions and secondment, proving its compliance with the terms of the Labor Code by satisfying all Applicable Laws relating to combating undeclared labor. A foreign PROVIDER also agrees to comply, if applicable, with any regulations relating to any employees seconded by a business having its head office outside of, in the event it performs the Services on US soil. PROVIDER agrees to provide CLIENT, with any document required for (i) its seconded employees and (ii) the seconded employees of direct or indirect subcontractors established abroad. Moreover, PROVIDER hereby certifies that no administrative fine has been noticed to it, or, in such case, that these fines have been duly paid.

In any case, PROVIDER agrees to hold harmless CLIENT and to indemnify CLIENT against the civil and financial consequences of any actions or claims that may be brought against CLIENT based on joint and several liability established between a provider and an ordered under the provisions of the Applicable Laws.

13.4 Environment – Sustainability. PROVIDER agrees to comply with all environmental protection Applicable Laws relating notably to chemicals and classified facilities including, where applicable, REACH Regulation (EC 1907/2006), CLP Regulation (EC 1272/2008), BPR Regulation (EU 528/2012), IED Directive (2010/75/EU), RoHS Directive (2011/65/EU) and ICPE Regulation. PROVIDER agrees to provide CLIENT with evidence that it complies with these Applicable Laws and send to CLIENT all the current certifications and documentation (technical data sheets, risk assessment, precautions and/or procedures to be implemented against hazardous substances and mixtures, ISO 14001 etc.) that may be required by these Applicable Laws, notably regarding its duty to communicate information on substances and articles pursuant to REACH Regulation. In addition, PROVIDER undertakes to ensure the management of waste in full compliance with all Applicable Laws to prevent environmental damage and acknowledges that it will be solely responsible for such management generated in connection with the performance of the Order. Notwithstanding CLIENT's capacity as the producer or holder of waste, CLIENT will not be liable for any damage resulting from the management of waste operated by PROVIDER's Personnel. PROVIDER commits to remain vigilant and take any necessary measures to preserve natural resources and lessen its residual impact regarding, without limitation, the reduction of emissions, effluents and waste in its activities.

## ARTICLE 14. MISCELLANEOUS

14.1 Transfer – Assignment. PROVIDER acknowledges that it has been chosen by CLIENT on the basis of its expertise and skills. Consequently, PROVIDER must not assign or transfer to any of its Affiliated Companies and/or any Third Party, all or part of the rights and obligations under the Order without the prior written consent of CLIENT. This also applies in the event of a change in control

of PROVIDER's organization. Any purported assignment or transfer by PROVIDER in contravention of this article will be null and void.

CLIENT may freely assign or transfer to any of its Affiliated Companies and/or any Third Party, all or part of the Order, by any means and in any form whatsoever. To this end, PROVIDER expressly accepts such assignment or transfer, effective from CLIENT's Notice to PROVIDER. PROVIDER also agrees to release, for the future, CLIENT from its obligations on the effective date of assignment or transfer, equal to those obligations that CLIENT will have assigned or transferred.

14.2 Subcontracting. PROVIDER remains personally liable to CLIENT for the performance of the Order by its subcontractors and for any acts, omissions, defaults or negligence of its subcontractors as if they were acts, omissions, defaults or negligence of PROVIDER to the same extent as its own performance.

PROVIDER ensures that all relevant duties and obligations it has under the Order is and will be included in any contract that it enters into with any subcontractor in terms no less stringent than those of the Order.

However, PROVIDER warrants not to subcontract all or part of its obligations under the Order to anyone without the prior written approval of CLIENT.

14.3 Language. The Parties acknowledge that the Order has been written in English and consequently, agree that, in case of discrepancies between the English text of this Order and any translation hereof, the English version will prevail, unless otherwise required from a competent authority or jurisdiction.

14.4 Export control. The Parties agree to comply with economic sanctions, import and export control Applicable Laws (the "Export Control Applicable Laws") that apply to the supply of Products (including its components) and/or performance of Services (including Deliverables) covered by the Order.

PROVIDER agrees that it will not, without prior written consent from CLIENT, transfer any Product or Service to CLIENT that is controlled under Export Control Applicable Laws and/or specified on any applicable export control list.

PROVIDER undertakes to inform CLIENT of the export control classification applicable to the Products or Services and to Notify it of any change to – or any plan to change – this classification promptly after receiving notification of said change or plan to change. In the event that the export or re-export of all or part of the Products or Services is subject to obtaining an export license, PROVIDER commits to apply to the competent authority, at no cost for CLIENT, for any license or authorization necessary to enable CLIENT to use the Products, Services and/or Deliverables and/or to deliver such to customers or to any final user. PROVIDER will provide CLIENT with a copy of said license or a certificate detailing the restrictions applicable to the export or re-export by CLIENT of any Product, Service and/or Deliverable to Third Parties. PROVIDER will refrain from transferring, by any mean whatsoever, information provided by CLIENT and identified as being subject to Export Control Applicable Laws to any person not authorized to access such information. Furthermore, pursuant to the duty to advice and to warn that PROVIDER is bound to under the Order, PROVIDER undertakes to inform CLIENT of all required actions and clearance operations that CLIENT must carry out under the Export Control Applicable Laws regarding the Products or Services and to provide it with all necessary documentation together with any reasonable assistance.

## ARTICLE 15. GOVERNING LAW AND DISPUTE RESOLUTION

14.6 Governing law. This Order and all matters related thereto or arising therefrom, including, without limitation, the dispute resolution clause set forth thereafter, will be governed and construed according to the substantive laws of United States, without respect to its conflict of law provisions.

The Parties expressly agree to entirely exclude the application of the United Nations Convention on Contracts for the International Sale of Goods signed in Vienna on 11 April 1980.

14.7 Dispute resolution. In the event of any dispute arising out or in connection with the Order, the Parties, will first attempt in good faith to resolve as promptly as possible such dispute amicably. To this end, the Parties may consult CLIENT's internal mediator via <https://www.sanofi.com/en/contact/> to inform the mediator of the situation and to find an amicable solution. During the mediation period and as a part of handling any dispute, the Parties will make their bests effort to reduce the financial consequences to them. If the dispute or any part thereof is not satisfactorily resolved amicably in accordance with the process set out above within thirty (30) Days after the Notice of either Party, such dispute will be finally and exclusively settled by the courts of New Jersey (United States).