



General Terms of Delivery
Sanofi Group

GENERAL TERMS OF DELIVERY, Sanofi Group

Customer: In the context of these General Terms of Delivery, the Customer shall be an entity of the Sanofi Group, i.e., particularly, sanofi-aventis, s.r.o., with its registered office in Prague 6 - Vokovice, Evropská 846 / 176a, postal code: 160 00, Company Reg. No.: 44848200, entered in the Commercial Register kept by the Municipal Court in Prague, section C, insert 5968, being, in the relevant Agreement, also particularly identified as the Customer, Purchaser or Mandator.

Supplier: In the context of these General Terms of Delivery, the Supplier shall be an entity identified in the relevant agreement as the Supplier, Contractor, Seller or Mandatory.

Agreement: In the context of these General Terms of Delivery, the Agreement shall be the relevant agreement an integral part of and appendix to which are formed by these General Terms of Delivery; the Contracting Parties shall be the respective parties referred to by such agreement, therefore, in the terminology of these General Terms of Delivery, the Customer and Supplier.

Purchase Order: In the context of these General Terms of Delivery, the Purchase Order shall be the relevant Purchase Order an integral part of and appendix to which are formed by these General Terms of Delivery.

I. General Provisions

1. All investment, goods, services and repair supplies, as well as other Supplier's performance for the Customer, carried out under the Agreement entered by and between the Customer and Supplier (hereinafter the "Delivery"), including an Agreement entered in the form of Supplier's quotation and its acceptance by the Customer or Customer's Purchase Order and its subsequent confirmation by the Supplier, shall be governed by these General Terms of Delivery (hereinafter the "GToD"), with the exception of cases where the Contracting Parties, expressly and in writing, agree upon different terms that, under the applicable legislation, take precedence (i.e., particularly the differing provisions of the Agreement – See provisions of Section 1751, Art. 1) of Act No. 89/2012 Coll., Civil Code, as amended, (hereinafter "Civil Code")).
2. Any amendments and modifications to these GToD, or deviations herefrom, may, after entering the Agreement, only be made or arranged by means of an express written agreement between the Customer and Supplier.

II. Other Provisions

1. Confirmation of Customer's Purchase Order shall be required within one business day unless otherwise stated in the Purchase Order or Agreement. A Purchase Order, not confirmed within the deadline specified, shall be deemed accepted (confirmed) by the Supplier unless expressly agreed otherwise by both Contracting Parties in writing. The Customer reserves the right to request a written confirmation in cases of certain Purchase Order types. The Purchase Order confirmation needs to be sent to an email address specified on the Purchase Order.
2. The issue of and subsequent payment on the relevant invoice for the delivery arranged shall be subject to its due and flawless execution, i.e., due delivery of flawless performance by the Supplier for the Customer on which the relevant document shall be drawn by the Contracting Parties in accordance with the following paragraph.
3. Forming a part of Supplier's invoice, a Transfer Note, Delivery Note, "Acknowledgment of Receipt" or other document agreed upon by the Contracting Parties, shall be drawn on the execution of the agreed performance delivery and signed by the Contracting Parties or their authorised representatives.
4. Should the Agreement comprise special terms of delivery, technical or testing conditions and packaging-, marking- and shipping instructions, these shall be deemed to form a part thereof and be binding to both Contracting Parties as a prerequisite of due performance.
5. Upon executing each delivery for the Customer, the Supplier is also obliged to forward all documents related to the subject of the delivery or performance.
6. By accepting the delivery, the Customer becomes an exclusive and unrestricted owner of the delivery subject (provided that such subject is fit to be a subject of property rights). The Supplier is obliged and undertakes to allow the Customer to acquire the property rights to such subject of delivery. In the case that the exclusive and unrestricted ownership cannot be acquired, the Supplier must always provide the Customer with an advance written notice of the matter.
7. Subject to the delivery meeting all above mentioned conditions (in particular of applicable laws, of the Agreement, and of these GToD) and the Supplier carrying it out in a timely fashion, with professional diligence, flawlessly and in compliance with Customer's requirements, the Customer shall undertake to accept the subject of delivery, including all documents, and make a payment of the price negotiated or provide other form of consideration as agreed.
8. The relevant invoice, duly issued and forwarded or sent by the Supplier to the Customer, must contain all essentials of tax and accounting documents in accordance with the applicable legislation.
9. The Supplier will submit invoices in a single copy, only in electronic format through the preferred invoice reception channel(s) as defined under

<https://suppliers.sanofi.com/invoicing> for the invoiced Sanofi entity at the invoice issue date. Submitted electronic invoices will include all elements specified by the applicable legal and tax requirements (e.g. description of the delivered goods/services etc.) and the ones enabling Sanofi to process them (e.g. purchase order number etc.) as defined under <https://suppliers.sanofi.com/invoicing> for the invoiced Sanofi entity at the invoice issue date. Sending a paper duplicate is explicitly not required and may have an impact on the Supplier from the perspective of taxation. Only electronic documents received through preferred channels represent valid original invoices. Invoices sent through other channels (e.g. paper) or that do not include all the elements referred to above will not be processed. Uncompliant invoices may be returned to the Supplier per email.

10. Should the relevant invoice fail to contain any of the essentials listed above or, in the case that the details stated thereon are incorrect, the Customer shall be authorised to return the invoice to the Supplier; the same shall apply to cases where the relevant invoice:
 - Contains an incorrect amount for invoicing;
 - Does not meet the requirements listed above in this Article;
 - States an invoice due date which is in conflict with the due date stated in the Agreement;
 - Has not been issued in accordance with the Agreement, Purchase Order or GToD;
 - And in the cases of investment supplies which, for the purpose of these GToD, shall involve construction supplies, reconstructions of buildings and their interiors and supplies of tangible fixed assets, unless the engineering department and the technical service department are provided with a bilaterally approved protocol PPZ (protocol on the origin of goods) No. 10, screening report or acceptance and completion certificate.

In the case that the Customer returns the invoice to the Supplier, the Supplier shall be obliged to issue a new invoice containing all the above-mentioned essentials which must meet all the above-mentioned requirements and, pursuant to the Agreement, Purchase Order or these GToD, be free of all the above mentioned due date issues.

11. The due date of the relevant invoices, forwarded or sent by the Supplier to the Customer, shall be 60 days from the date of their delivery to the Customer unless expressly agreed otherwise in writing.
12. According to our corporate guideline, **payments** to third parties channelled to **bank accounts** located in a country different from the country where the goods / services are **delivered / rendered** and different from the countries where the provider and the seller are **incorporated** are **prohibited**. Further **payments** made to third parties and/or channelled to bank accounts located in **noncooperative countries** (with exceptions when relating to commercial transactions operated within these countries), as defined by supra national bodies (OECD / FAFT) are also **prohibited**.
13. Should the Customer, without a reason, fail to make the payment of the relevant amount, rightfully invoiced by the Supplier, by the invoice due date specified thus defaulting on the payment of the relevant amount and provided that the Supplier

meets all their obligations towards the Customer in due manner, the Supplier shall be authorised to charge the Customer an interest on late payment in the amount of 0.05% of the delivery value, excluding VAT, per day. For the purpose of these GToD, the delivery value shall particularly be the price of the goods supplied, compensation for executing the work and other sums provided by the Customer as a consideration for Supplier's performance in due, timely and flawless manner.

14. Should the Supplier fail to meet the delivery deadline under the Agreement thus defaulting on the delivery execution and unless otherwise stipulated below, the Customer shall be authorised to claim from the Supplier a contractual penalty in the amount of 0.05% of the total delivery value, excluding VAT, per day.

The Customer shall have an exclusive right to refuse the delivery in case it is not delivered by the date stated on the Purchase Order confirmation.

Should the subject of the delivery involve execution of the work in accordance with the applicable legislation and in the case that the Supplier, under the Agreement, fails to execute the work in a timely manner thus defaulting on its execution, the Customer shall be authorised to claim from the Supplier a contractual penalty in the amount of 0.05% of the total delivery value, excluding VAT, for each day of default.

Should the subject of the delivery involve provision of a service and in the case that, under the Agreement, the Supplier fails to meet the deadline for its provision thus defaulting on it, the Customer shall be authorised to claim from the Supplier a contractual penalty in the amount of 0.05% of the total delivery value, excluding VAT, for each day of default.

In the case that the Supplier defaults on elimination of performance defects occurring in the warranty period and the Customer rebukes the Supplier for them requesting their elimination, the Customer shall be authorised to claim from the Supplier a contractual penalty in the amount of 0.05% of the total delivery value, excluding VAT, for each day of default. Should the Supplier also fail to eliminate the defects within an additional period of 30 days provided to them by the Customer for the given purpose in writing, the Customer shall be authorised to arrange the defect elimination by a third party at Supplier's cost reimbursement of which the Supplier shall undertake.

The Supplier shall undertake to make a payment of the contractual penalty in the aforementioned cases.

Making the payment of the contractual penalty shall not affect or limit Customer's entitlement to a compensation of damage incurred as a result of Supplier's default to which the penalty shall apply, particularly in the amount exceeding the contractual penalty paid; at the same time, it shall not affect their right to terminate the Agreement early under Art. III. of these GToD.

III. Withdrawal from Agreement

1. Should any of the Contracting Parties substantially breach their obligations, the other Party may, without undue delay, withdraw from the Agreement entered. A substantial breach of obligation is such that was already known to the Party breaching the Agreement at the time of entering the Agreement or, if the Party breaching the Agreement knew that the other Party would not have entered the Agreement had they anticipated the breach; in other cases, the breach is not considered substantial. For the purpose of these GToD, the substantial breach of obligation particularly includes Supplier's default in executing the delivery by more than 30 days unless expressly agreed otherwise in the written Agreement.
2. Withdrawing from the Agreement shall not affect the right to the payment of the contractual penalty or the interest on late payment provided that the maturity date expires; the right to the compensation for damage incurred due to the breach of the contractual obligations; or a provision that, due to its nature, shall also bind the Parties after withdrawing from the Agreement particularly involving the provision on dispute resolution. In the case that a debt is secured, it shall not affect the withdrawal from the Agreement or the security.
3. On Customer's request, the Supplier shall be obliged to document the method of ensuring the quality of their own production (supplies, performance), including the production arranged by their subcontractors, and allow its inspection. The costs associated with such inspection shall be borne by the Customer. In the case of negative findings established by the Customer, the Customer may automatically withdraw from the Agreement entered.
4. Furthermore, the Customer is entitled to withdraw from the Agreement should the Supplier fail to perform under the Agreement, namely due to existence of circumstances excluding liability or, in accordance with the applicable legislation, existence of other incident of the so-called force majeure, and provided that such situation lasts longer than 6 months or if the nature of the claim is obvious that the performance after the removal of barriers to force majeure, the Customer has no interest.

IV. Technical Documentation

1. All required drawings and other documents, blueprints, sketches and technical descriptions, made available by the Customer to the Supplier in connection with executing the subject of the Agreement, shall remain Customer's property and must not be transferred by the Supplier to another third party without Customer's advance notice of express consent. Should, for any reason, the subject of the relevant Agreement fail to be executed, the Supplier shall undertake to, duly and in accordance with the protocol, return all technical documents and data to the Customer.
2. Following completion of the Agreement subject execution and immediately after being utilized for the purpose of the particular delivery, all relevant technical documents shall be returned by the Supplier to the Customer in accordance with the protocol.

V. Supplier's Liability

1. The Supplier undertakes that the subject of delivery will be suitable for use for the agreed purpose for the period specified in its liability for defects and that it will retain the agreed properties. The Supplier shall be further responsible for the characteristics of the delivery they execute, particularly in accordance with the applicable provisions of Section 1914 and following of Civil Code and pursuant to the applicable regulations associated therewith; and, in the case of entering a certain type of Agreement pursuant to the aforementioned Act (Purchase Agreement, Agreement for Work, etc.), the responsibility is also stipulated by the applicable special provisions on responsibility and, associated with the individual Agreement types, the rights arising from the defective performance.
2. The Supplier shall be responsible for the integrity, accuracy and professional execution of their own technical documentation which must comply with all applicable legal and technical regulations. In the case that the subject of the Agreement also includes assembly or installation thereof, the Supplier shall be responsible for the assembly and installation of the subject of the Agreement carried out in due manner and with professional diligence, including its commissioning and carrying out comprehensive tests. On Customer's request, the Supplier shall be obliged to participate in or provide technical assistance during field tests.
3. In the context of manufacturers', importers' and distributors' obligations upon launching products onto the markets, the Supplier shall, in the cases of selected products, be liable pursuant to the relevant provisions of Act No. 22/1997 Coll. on technical product requirements and assessing compliance and changes made to certain acts, as amended, and the applicable regulations associated therewith.
4. The Customer shall undertake to allow the Supplier or Supplier's appointed personnel access to the relevant parts of their premises should it be essential for the purpose of executing the relevant delivery.
5. The risk of damage to the delivery and its transferring from the Supplier to the Customer shall be subject to the relevant provisions of the applicable regulations, in particular Section 2082 of Civil Code, and the relevant provisions of the Agreement.
6. In the case of Customer's request, the Supplier shall be obliged to take out a relevant damage liability insurance policy covering the entire period of executing the subject of the Agreement and present a written proof of such insurance policy on Customer's request.
7. In the case of damage to Customer's property, the Supplier shall be obliged to immediately notify the Customer or a person authorised by them.
8. Stated in the Agreement entered or otherwise assumed by the Supplier in accordance with the applicable legislation, Supplier's warranty covers the delivery executed. Unless the warranty is agreed upon in the Agreement, the Supplier shall undertake to, at all times, provide the Customer with the relevant warranty

certificate supplied together with the relevant delivery. In case of doubt, the longest specified warranty period always takes precedence.

9. Unless expressly agreed otherwise, the Supplier shall be obliged to eliminate defects occurring throughout the warranty period, particularly in the following manner:
 - a) Defects hindering Customer's business activities within one business day (emergency restoration of operation) from reporting the defect provided that it is objectively allowed by the technological procedure of its elimination;
 - b) Other defects no later than one month after being reported unless otherwise specified.

If the Supplier does not eliminate the defects that occur during the warranty period in accordance with this paragraph, the Customer may withdraw from the contract.

VI. Place of Performance

1. The place of performance for all deliveries shall be Customer's registered seat (unless, in a particular case, a different place of performance is expressly agreed in writing or determined by the Customer).

VII. Personal Data and Confidentiality

1. In the event that the Supplier provides to the Customer (hereinafter also "data controller") the personal data of its employees and / or other natural persons, such as subcontractors (hereinafter "data subjects"), prior to providing such information it must manage provide information to data subjects and otherwise develop compliance with applicable legislation, inter alia in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of individuals with regard to the processing of personal data and on free movement of these data and repealing Directive 95/46 / EC ("GDPR Regulation"), Act No. 110/2019 Coll., the Personal Data Processing Act, as amended, in accordance with legal regulations that will already be available to the European Commission or adopted in the Czech Republic for the purpose of implementing or adapting the above-mentioned legal regulations in order to be in accordance with the law to provide personal data of data subjects for use to the extent necessary for the exercise of rights and obligations of the data controller under the contract, in particular for accounting and administrative use.
2. Data subjects will be informed, inter alia, that their personal data will be processed automatically and manually, and that the data controller will provide this processing externally, some of which may be located in non-EU countries where their data are currently considered to be processing. the legislation does not provide an adequate level of personal data protection, even in such a case the Customer will ensure an appropriate level of personal data protection corresponding to the relevant legal regulations.

3. Personal data, if provided to the data controller, shall be processed for the time necessary to perform the above tasks. After this period, personal data may be processed only for the purpose of fulfilling the obligations of the data controller under special legal regulations. Personal data may also be kept for the time strictly necessary for the exercise of any legitimate interests of the data controller or any other third party, except where those interests take precedence over the interests or fundamental rights and freedoms of the data subject.
4. The Supplier declares that, with regard to any processing / provision of personal data of data subjects to the data controller, it will provide data subjects with the information required by relevant legislation and ensure compliance with relevant legislation so that personal data of data subjects can be provided to the data controller in accordance with applicable law to the extent and for the purposes set out above.
5. The Supplier shall undertake to keep confidentiality of all matters they have learned or shall learn in connection with entering the Agreement, executing its subject and serving its purpose. The Supplier shall undertake to refrain from disclosing or making available the information on the aforementioned matters to a third party; this also applies in the cases of termination or other form of cessation of the Agreement. Furthermore, the Supplier shall undertake to ensure that their employees, personnel and subcontractors also keep the confidentiality of the aforementioned matters to the same extent. In case of failure to comply with this obligation, the Customer has the right to protection in accordance with the relevant legislation.
6. When performing their obligations, the Supplier shall undertake to act in accordance with business ethic principles and comply with all national and applicable international anti-corruption regulations on combating bribery by public officials in international business transactions. The Supplier shall particularly refrain from offering, promising or giving any undue pecuniary or other advantage, whether directly or through intermediaries, to a foreign public official, for that official or for a third party, in order to influence a decision or proceedings considering the subject of the Agreement, respectively the Purchase Order.
7. The Supplier shall not be authorised to transfer or assign the rights under this Agreement to a third party without Customer's advance notice of consent.

VIII. Shipping

1. The Supplier shall be obliged to follow the shipping instructions provided to them by the Customer unless agreed otherwise by the Contracting Parties or required by the Customer.

IX. Subdeliveries

1. The Supplier shall not be authorised to assign the Agreement performance to a third party without Customer's advance notice of consent and the Supplier acknowledges that.

X. Work Safety and Fire Protection

1. The Supplier shall be obliged to adopt work safety and fire protection measures and, furthermore, ensure the compliance by Supplier's employees, other personnel and subcontractors. In this context, the Supplier shall particularly undertake to:
 - a) Observe the applicable safety-, sanitary- and fire regulations at Customer's premises consistently and in close cooperation with Customer's expert employees and also ensure the same by all personnel on Supplier's part;
 - b) Ensure their own work safety supervision in accordance with the applicable legislation;
 - c) Observe internal work safety and fire protection regulations and guidelines in effect throughout Customer's premises.

XI. Safety Regime at Customer's premises

1. The Supplier shall undertake to observe all work safety, fire protection and sanitary regulations and perform all activities and tasks in accordance with principles applied within the environmental protection management system as well as ensure that the aforementioned regulations be observed by Supplier's employees and other personnel or subcontractors.
2. Becoming acquainted with the safety regime in effect at Customer's premises, the Supplier shall undertake to ensure their observance by their employees and other personnel or subcontractors.

XII. Transparency and Ethics

1. The parties agree that the arrangements contained in the contract are neither an incentive nor a reward for a person's past, present or future willingness to prescribe, administer, recommend (including recommendations in the list of prescribable medicines), purchase, pay, replace, authorize, approve or deliver any product or service sold or provided by the Customer, or as an incentive for any sales or marketing purposes. The Supplier acknowledges that any support and / or payments provided by the Customer do not depend on any decisions regarding the selection of medicines by the Supplier's healthcare professionals.
2. The Contracting Parties hereby acknowledge that the Customer is a member of the Association of the Innovative Pharmaceutical Industry and is therefore bound by the terms of the AIFP Code governing the disclosure of payments and other benefits of pharmaceutical companies to healthcare professionals and facilities (hereinafter the "Disclosure Code"). In accordance with the provisions of the Disclosure Code and in order to increase transparency in the relationship between the client and healthcare professionals / health care organisations, the Customer is required to disclose all payments and other transfers of values of any kind provided to healthcare professionals and facilities as final recipients of such payments. The Supplier hereby agrees to the processing and publication of information by the Customer according to the previous sentence. To this end, any

confidentiality obligations do not apply to information that is subject to the customer's obligations under the Disclosure Code.

3. In case of suspected adverse reactions and other safety information (such as: overdose, abuse, addiction, transmission of infectious agents, ineffectiveness, vaccine failure, drug interactions, misuse, occupational exposure, etc.) for which suspicion of a causal relationship to medicinal products whose marketing authorization holder is the Customer, the Supplier is obliged to immediately, no later than 24 hours, inform the pharmacovigilance department of the Customer by e-mail: PRG.CZ_PHV@sanofi.com or by phone at 00420 233 085 185.
4. The Supplier undertakes to keep detailed and up-to-date accounts and records of all its acts relating to the contract for the duration of the contract and to archive them for the period specified by applicable Czech law, but for at least seven (7) years and to make them available for performing the inspection. Without prejudice to the generality of the above, this obligation shall apply to records of all payments made by the supplier in connection with the contract. The Supplier shall ensure that these books and records are sufficiently accurate to enable the Customer to verify that the Supplier complies with the provisions of this Contract.
5. In fulfilling the obligations arising from the relevant contract, the Supplier undertakes to act in accordance with the ethical principles of business and to comply with all domestic and foreign anti-corruption legislation, which prohibits corruption of public officials. In particular, the Supplier shall not directly or indirectly offer, promise or provide money or any other advantage to public officials on their behalf or for the benefit of third parties in order to influence negotiations or decisions concerning the subject matter of the contract. Violation of the provisions of this paragraph constitutes a material breach of the Supplier's obligations and the Customer has the right to withdraw from the contract for this reason with immediate effect after delivery of the notice to the Customer and without giving the supplier the opportunity to rectify the breach.
6. The Contracting Parties further agree that the Sanofi Code of Ethics, available at the Internet address <https://www.sanofi.cz/>, is an integral part of the contract. By signing the contract, the supplier confirms that he has read this document and undertakes to comply with it.

XIII. Jurisdiction

1. All legal relationships, arising from or associated with the Agreement, shall only be adjudicated in accordance with and on the basis of the national law of the Czech Republic.
2. All disputes, arising in relation to the Agreements, shall be settled by the Contracting Parties, particularly by means of bilateral negotiations and reaching an eventual consensus.

3. However, should the negotiations fail to reach the compromise or consensus between the Contracting Parties, all disputes, arising in relation to the Agreement subject execution or being otherwise associated with the Agreement, shall be resolved by the competent courts of the Czech Republic.

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