Effective Date: August 1, 2017

SANOFI U.S. RETURNED GOODS POLICY AND TRADE TERMS

Sanofi U.S. Trade Customer Support phone: (800) 372-6634 / Reverse Logistics email: RLCD@sanofi.com
Sanofi U.S. Trade Customer Support website: https://customersupport.sanofi.us/

Sanofi Returned Goods Policy and Trade Terms are applicable as follows: The Returned Goods Policy is applicable to all customers who purchase product, directly or indirectly, from Sanofi-Aventis U.S. LLC and Genzyme Corporation (together "Sanofi U.S.") and its affiliates. The Trade Terms apply to customers that purchase directly from Sanofi U.S. (referred to as 'Customer"). Product-specific Trade Terms take precedence over these terms.

Part A: Returned Goods Policy

CUSTOMER DAMAGE AND SHORTAGE CLAIMS

- If product damage is visible at the time of unloading and receipt, customer must accept and physically receive all product, sign and notate Bill of Lading with description of damage to the visibly damaged product, and complete Exhibit B, Sanofi U.S. Product Claim Form for the damaged product. Submit photos and the completed Claim Form to Sanofi U.S. Trade Customer Support at RLCD@sanofi.com or call (800) 372-6634 to file a claim. Photos of the damage must be submitted with the claim for credit. Exhibit B is subject to change upon Sanofi's sole discretion and the most current copy will be available at the Sanofi U.S. Trade Customer Support website.
- Visible shortages must be noted on the bill of lading or receiving document upon receipt and acceptance of product.
- Visible damage, overage and shortage claims must be reported within 10 days of receipt and acceptance of product.
- Concealed product claims must be reported within 30 days of receipt and acceptance of product.
- Where loss, shortage, breakage, leakage, or other damage has occurred in transit, Customer agrees to cooperate fully with Sanofi U.S. in Sanofi U.S.'s effort to establish a claim against the transportation company.
- Request for credit submitted without appropriate documentation may be denied.
- As the received and accepted shipment is the property of the customer, the customer is responsible for paying invoice within terms to Sanofi U.S. regardless of when credit is issued.
- Damage and shortage claims will be issued at original invoice price. Prompt pay discount, if applicable, will be deducted.

PROCEDURE FOR EXPIRED PRODUCT RETURNS

- All expired returns must be sent to FedEx Supply Chain for processing and destruction, address for is as follows: **FedEx Supply Chain Solutions / 6101 N. 64th St., Milwaukee, WI 53218 / (800) 950-5479**
- Controlled substances must be returned to FedEx Supply Chain in accordance with federal and state regulations governing the transfer of these substances. ***Prior to the return of any Schedule II narcotic, a DEA Form 222 must be issued by FedEx Supply Chain. For reference, the DEA number is RS0230778.***
- All returns must be listed on a debit memo that complies with the following conditions:
    - **The debit memo must not include returned expired product from multiple facilities on one debit memo. The debit memo must only include returns of expired product from an individual facility; no batched or consolidated returns.** Sanofi U.S. requires the following detail from each returning entity that purchased Sanofi U.S. product and is returning the product pursuant to the Sanofi U.S. Returns Good Policy herein: ***Customer through which to issue credit if applicable; Debit Memo Number; Debit Memo Date; Returning Facility (indirect customer) details:***
        - ***Name, DEA or other pharmacy identifier, Address, City, State, Zip; Product Details, including Product Description, NDC, Expiration Date of the product returned, Lot Number, Quantity.***
    - Product returns from 340B covered entities and federal government purchasers must be specified on the debit memo, including specific identification such as 340B ID.
    - For customers returning through other third-party processors: Sanofi U.S. will not issue credit if the third party processor does not provide the required information noted above to FedEx Supply Chain.

RETURNED PRODUCTS ELIGIBLE FOR CREDIT

- Expired products eligible for credit include short-dated product returned within six (6) months prior to the expiration date and outdated product returned up to six (6) months past the expiration date.

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- Full or partial expired products, other than those set forth on Exhibit A, which are received in original packaging including pens, cartridges/inhalers, tablets, and capsules.
- Unopened products received in original packaging sold by Sanofi including: syringes, vials, ampules, auto-injectors, sachet (powders), blister packs and packages of devices.
    - Refer to products included in Exhibit A, which must be returned unopened. Exhibit A is subject to change upon Sanofi's sole discretion and the most current copy will be available at the Sanofi U.S. Trade Customer Support website.
- Product returned within 12 months following its launch/introduction, if such return is approved by Sanofi U.S. Trade Customer Support.
- Credit will be issued for any product returns for any states that require credit. In order to receive credit under the state law, customers must clearly segregate such returns on separate debit memos.
- Sanofi U.S. may accept other returns at its sole discretion with prior approval.
- Request for consumer returns should be directed to Sanofi U.S. Customer Service at (800) 633-1610.

RETURNED PRODUCTS NOT ELIGIBLE FOR CREDIT

- Product received by Sanofi U.S. more than 6 months prior to its expiration date.
- Product received by Sanofi U.S. more than 6 months past its expiration date.
- Product on batched or consolidated debit memos that include product from multiple facilities on one debit memo.
- Product returned without adequate information regarding the returning entity (see Procedure section above).
- Product with original labels removed.
- Product not received in original packaging.
- Repackaged Product.
- Opened and used syringes, ampules, cartridges, inhalers, and pens/auto-injector.
- Product returned with patient labels.
- Product received in quantities exceeding original package size including bottles and original cartons.
- Product purchased from a source other than a customer of Sanofi U.S. unless agreed to in writing by Sanofi U.S.
- Product purchased from sources outside of the United States.
- Product involved in a bankruptcy sale or natural disaster.
- Product deteriorated or damaged due to conditions beyond the control of Sanofi U.S. such as improper storage, heat, cold, water, smoke, etc.
- Products Sanofi U.S. has previously designated as "non-returnable".
- Product otherwise adulterated, misbranded, or counterfeit, as determined by Sanofi U.S., at its sole discretion.
- Products not eligible for credit should be returned for destruction as directed by Sanofi U.S. even though credit will not be provided.

CREDIT FOR EXPIRED PRODUCT RETURNS (Applies to direct and indirect customers)

- For returns from Sanofi U.S. Customers, credit will be issued in the form of a credit memo.
- For returns from indirect customers, credit will be issued through the Sanofi U.S. Customer that services the account.
- The below crediting policy includes both direct and indirect customers:
    - **Anyone without a Sanofi U.S. contract price**: The average of the highest and lowest Sanofi U.S. Wholesale Acquisition Cost (WAC) during the timeframe in which the Lot was sold by Sanofi U.S.
    - **Anyone with a Sanofi U.S. contract price**: The average contracted price as determined by Sanofi U.S. during the time frame in which the Lot was sold by Sanofi U.S.
    - **Anyone with a Sanofi U.S. 340B contract price**: The average 340B price as determined by Sanofi U.S. during the time frame in which the Lot was sold by Sanofi U.S.
- Prompt pay discount, if applicable, will be deducted from expired returns credits.
- Disputed credit on expired product returns must be resolved within twelve (12) months of original return claim (debit memo) date.

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Part B: Terms and Sales Conditions

PRICES AND ORDERS

- All orders are subject to acceptance by Sanofi U.S.
- Orders will be invoiced at the price in effect on the date and time the order is accepted
- Customer agrees orders with prices other than those in effect on the date and time of Sanofi U.S. acceptance will be changed by Sanofi U.S., without notice
- All prices are subject to change without notice.
- It is Customer's sole responsibility to update all pricing schedules and customer contracts administered by Customer, consistent with any price change made by Sanofi U.S. Pricing must be included on Purchase Order.
- All orders must meet the established minimum/multiple order quantities
- Sanofi U.S., at its sole discretion, reserves the right to reject orders, to limit or allocate order quantities, to defer orders or line items, to backorder orders or line items, or to cancel orders or line items.

TERMS OF SALES

- Payment terms are clearly stated on Sanofi U.S. invoices.
- Late payment may result in a change of credit terms at Sanofi U.S.'s sole discretion.
- The amount due must be paid pursuant to the terms herein and on the invoice, regardless of if, or when, customer receives insurance reimbursement.
- Customer must not deduct unauthorized amounts from payment due.

SHIPMENTS

- All orders will be shipped prepaid, with title and risk of loss for the products passing to Customer upon delivery of the products by Sanofi U.S. carrier to the Customer's facility.
- Sanofi U.S. will pay standard transportation charges and insurance on all orders. However, if Customer requests expedited transportation, special transportation, carrier sorting, or routing, Sanofi U.S. may require Customer to bear the costs of such special handling.

BACKORDERS

- In the event Sanofi U.S. experiences a backorder on any of its products which is expected to persist for longer than 30 calendar days, Sanofi U.S. will reject all orders upon receipt and will require Customer to reorder product when it becomes available. In the event a backorder has been in effect for 30 calendar days, Sanofi U.S. will cancel all orders it has outstanding and require the Customer to reorder the product when supply becomes available.

CUSTOMER DISPUTES

- Any disputes involving pricing, discounts, credits, returns, or accounts receivable issues must be reported to Sanofi U.S. in writing within 10 days from the date of issuance by Sanofi U.S. of the disputed invoice or credit. If the reported dispute is not resolved after one year, no credits or adjustments will be issued.

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STORAGE AND HANDLING OF SANOFI U.S. PRODUCTS

- Customers and indirect customers taking possession of Sanofi U.S. products are fully responsible for complying with all applicable federal, state, and local laws and regulations related to storage, handling and distribution of such products. Customers and indirect customers are also fully responsible for complying with Sanofi U.S. product labeling and instructions as well as all storage, handling, and distribution requirements of product. Customers and indirect customers shall provide products only to healthcare professionals duly licensed and authorized to distribute, prescribe, dispense, or administer product.

WARRANTY

- Sanofi U.S.' warranty is limited to the identity and the quality of ingredients used in the products at the time they are manufactured, and in the care and skill exercised in their manufacture. ***SANOFI U.S. DOES NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING WARRANTIES AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCTS, OR CONCERNING INDICATIONS AND CONTRAINDICATIONS, DOSAGES USED, METHOD OF ADMINISTRATION OR CONDITIONS OF USE.*** A qualified healthcare provider should decide the indications or contraindications of any of products, as well as the suggested dose, frequency, or method of administration, after proper diagnosis.

CUSTOMER SUPPORT

Customer support inquiries may be directed by mail, phone, fax, or email.

Mail:
Sanofi US
Trade Customer Support Department
55 Corporate Drive
Bridgewater, NJ 08807-2854

Phone: (800) 372-6634
Fax: (908) 243-9201
Order Management team email: customersupport@sanofi.com
Reverse Logistics/Claims team email: RLCD@sanofi.com

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Exhibit A

The following Products are eligible for credit returned unopened and same units as original saleable container. Opened or missing units in original container are ineligible for credit.

Product/Description	NDC	Product/Description	NDC	Product/Description	NDC
Aubagio® Tablets14mg tablet (1x28ct blister pack) Wallet	58468-0210-02	**Renvela®** Sachet 0.8, 1 carton 90 sachets (powder)	58468-0132-02	**Lovenox®** Premier label 30 mg/ 0.3 ml syringe, 10	0075-8013-10
Aubagio® Tablets 7mg tablet (1x28ct blister packet) Wallet	58468-0211-01	**Seprafilm®** Adhesion Barrier - 1 (5”x 6”) sheet/pouch; 10 pouches/box	00000-4301-02	**Lovenox®** Premier label 40 mg/ 0.4 ml syringe, 10	0075-8014-10
Elitek® 1.5 mg/mL, 3 vials + 3 ampules	0024-5150-10	**Seprafilm®** 4-Section - 4 (3”x 2.5”) sheets/pouch; 10 pouches/box	00000-6380-01	**Lovenox®** Premier label 60 mg/ 0.6 ml syringe, 10	0075-8016-10
Elitek® 7.5 mg/mL, 1 vial + 1 ampule	0024-5151-75	**Seprafilm®** Small Incision - 2 (3”x 5”) sheets/pouch; 10 pouches/box	00000-6642-01	**Lovenox®** Premier label 80 mg/ 0.8 ml syringe, 10	0075-8018-10
Ferrlecit® 62.5mg/5mL,10 vials	0024-2792-10	**Seprafilm®** Procedure Pack - 6 (3”x 5”) sheets/pouch; 5 pouches/box	00000-5086-02	**Lovenox®** Premier label 100 mg/ 1.0 ml syringe, 10	0075-8020-10
Hectorol® IV Vials 4mcg, 50 vials in one box	58468-0123-01	**Seprafilm®** Single Site - 1 (3”x 5”) sheets/pouch; 5 pouches/box	00000-6641-01	**Lovenox®** Premier label 120 mg/ 0.8 ml syringe, 10	0075-8022-10
Hectorol® 2.0 UG/ML IV Vials, 50 vials per one box	58468-0126-01	**Lovenox®** 30 mg/0.3 ml syringe, 10	0075-0624-30	**Lovenox®** Premier label 150 mg/ 1.0 ml syringe, 10	0075-8025-01
Hectorol® 4.0 mcg/2ML IV Vials 50 vials per one box	58468-0127-01	**Lovenox®** 40 mg/0.4 ml syringe, 10	0075-0620-40	**Dupixent®** 2 Count 300 mg/2 mL Prefilled Syringe	0024-5914-01
Praluent® 75 mg, 2 count auto-injector	00024-5901-02	**Lovenox®** 60 mg/0.6 ml syringe, 10	0075-0621-60	**Synvisc®** 16mg/2ml (3 syringes per package)	58468-0090-01
Praluent® 150 mg, 2 count auto-injector	00024-5902-02	**Lovenox®** 80 mg/0.8 ml syringe, 10	0075-0622-80	**Kevzara®** 150mg 2 count syringe	0024-5908-01
Praluent® 75 mg, 2 count syringe	00024-5903-02	**Lovenox®** 100 mg/1.0 ml syringe, 10	0075-0623-00	**Kevzara®** 200mg 2 count syringe	0024-5910-01
Praluent® 150 mg, 2 count syringe	00024-5904-02	**Lovenox®** 120 mg/0.8 ml syringe, 10	0075-2912-01	**Leukine®** 250 mcg, 5 vial box	0024-5843-05
Renvela® Sachet 2.4, 1 carton 90 sachets (powder)	58468-0131-02	**Lovenox®** 150 mg/1.0 ml syringe, 10	0075-2915-01	**Multaq®** 400 mg tablets, 100 ct blister pack	0024-4142-10

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Exhibit B: Sanofi U.S. Product Claim Form

Customer Name	
PO#	
Order#	
Invoice #	
Material/NDC#	
Product Name	
Batch	
Claim Quantity (in eaches)	
Please indicate the nature of your claim:	
Shortage	
Overage	
Damage **(must include pictures)**	
Claim completed by:	
***Please indicate if return info needs to be sent to another customer**	