

Sanofi Puerto Rico, Inc. Returned Goods Policy and Trade Terms

Sanofi PR Trade Customer Support phone: (800) 372-6634 / Fax: (908) 243-9201

Sanofi PR Trade Customer Support email: CustomerSupport@sanofi.com

Sanofi PR Trade Customer Support website: <https://www.sanofi.us/en/contact-us>

These Returned Goods Policy and Trade Terms (“Terms”) are applicable as follows: The Returned Goods Policy set forth in Part A is applicable to all Customers who purchase product directly, or indirectly through a wholesaler, from Sanofi Puerto Rico, Inc. (“Sanofi PR”). The Trade Terms apply to Customers that purchase directly from Sanofi PR, unless otherwise stated. Product-specific Trade Terms take precedence over these terms.

Part A: Returned Goods Policy

PRODUCT DAMAGE AND SHORTAGE CLAIMS/OVERAGE CLAIMS ELIGIBLE FOR CREDIT

- If product damage is visible at the time of unloading and receipt, Customer must: (1) accept and physically receive all product, (2) sign and notate Bill of Lading with description of visible damage, (3) take photos of visible damage, (4) email description of visible damage and applicable photos to Sanofi PR Trade Customer Support at CustomerSupport@sanofi.com. Photos of the damage must be submitted with the claim for credit.
- 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 business days of receipt and acceptance of product.
- Concealed product claims must be reported within 30 business 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 PR in Sanofi PR’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 Customer, Customer is responsible for paying invoice regardless of when credit is issued.
- Credits for damage and shortage claims will be issued at original invoice price. Prompt pay discount, if applicable, will be deducted.

RETURN GOODS AUTHORIZATION

- Sanofi PR does not accept returns of expired goods of Rx products and Generic products. No credit memo will be issued for these expired goods.
- Credit memo must be claimed within 30 business days after it is issued by Sanofi PR; after that period, Sanofi PR will not recognize the credit or allow the credit to be used to reduce Customer’s account balance.
- Customers must not deduct from their balance due or their payment for any returns or credits until such return or credit been processed and granted by Sanofi PR.

RETURNED PRODUCTS NOT ELIGIBLE FOR CREDIT

- Expired products.
- Opened, partial, tampered, or broken seal packages or product, unless mandated by state law.
- Product with original labels removed.
- Product not in original packaging.

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- Repackaged Product.
- Product returned with patient labels.
- Product purchased from a source other than a customer of Sanofi PR unless agreed to in writing by Sanofi PR.
- Product purchased from sources outside of the Puerto Rico.
- Product involved in a bankruptcy sale or natural disaster.
- Product deteriorated or damaged due to conditions beyond the control of Sanofi PR such as improper storage, heat, cold, water, smoke, etc.
- Products Sanofi PR has previously designated as “non-returnable”.
- Product otherwise adulterated, misbranded, or counterfeit, as determined by Sanofi PR, at its sole discretion.
- Products not eligible for credit should be returned for destruction as directed by Sanofi PR even though credit will not be provided.

Part B: Terms and Sales Conditions

PRICES AND ORDERS

- All orders are subject to acceptance by Sanofi PR.
- Orders will be invoiced at the price in effect on the date and time the order is accepted.
- Orders with prices other than those in effect on the date and time of Sanofi PR acceptance will be changed by Sanofi PR, 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 PR. Pricing must be included on Purchase Order.
- All orders must meet the established minimum/multiple order quantities.
- Sanofi PR, 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 PR invoices.
- Late payment may result in a change of credit terms at Sanofi PR’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 PR’s carrier to the Customer’s facility.
- Sanofi PR will pay standard transportation charges and insurance on all orders. However, if Customer requests expedited transportation, special transportation, carrier sorting, or routing, Sanofi PR may require Customer to bear the costs of such special handling.

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BACKORDERS

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

CUSTOMER DISPUTES (DIRECT & INDIRECT CUSTOMERS)

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

STORAGE AND HANDLING OF SANOFI PR PRODUCTS (DIRECT & INDIRECT CUSTOMERS)

- Customers and indirect Customers taking possession of Sanofi PR 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 PR 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 PR'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 PR 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 PR
Trade Customer Support Department
55 Corporate Drive
Bridgewater, NJ 08807-2854

Phone: (800) 372-6634

Fax: (908) 243-9201

Sanofi PR Trade Customer Support email: CustomerSupport@sanofi.com