

WINTHROP 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: <http://www.contactus.sanofiaventis.us/>

Sanofi-Aventis U.S. LLC d/b/a Winthrop (Winthrop) 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 from Winthrop or indirectly through an authorized distributor or wholesaler of Winthrop. Unless otherwise stated, the Trade Terms set forth in Part B apply only to Customers that purchase directly from Winthrop.

Part A: Returned Goods Policy

PRODUCT DAMAGE AND SHORTAGE/OVERAGE CLAIMS

- If damage, shortage or overage is visible at the time of unloading and receipt of product, 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, and (4) complete Exhibit A, Winthrop Product Claim Form.
- Customer must submit photos and the completed Winthrop Product Claim Form to Sanofi U.S. Trade Customer Support at RLCD@sanofi.com to file a claim.
- Visible damage must be reported within ten (10) days of receipt and acceptance of product.
- Concealed damage, overage and shortage claims must be reported within thirty (30) days of receipt and acceptance of product.
- Customer must submit the claim directly to RLCD@sanofi.com Sanofi reserves the right to deny the credit if the claim is not reported directly to Reverse Logistics team (RLCD@sanofi.com).
- Where loss, shortage, breakage, leakage, or other damage has occurred in transit, Customer agrees to cooperate fully with Winthrop to establish a claim against the transportation company.
- Request for credit submitted without appropriate documentation may be denied.
- As the product is the property of Customer, Customer is responsible for paying Winthrop in accordance with the invoice regardless of when credit is issued.
- Credits for damage and shortage claims will be issued at the original invoice price. Prompt pay discount, if applicable, will be deducted from the credit amount.

PROCEDURE FOR EXPIRED PRODUCT RETURNS

- All expired returns must be sent to Winthrop's Third Party Processor:
Inmar, Inc. (Med-Turn Inc.),
4332 Empire Road, South Dock,
Fort Worth, TX 76155

Before sending the returns, please request a Return Authorization on the web link provided below:

<https://returns.healthcare.inmar.com>

- Controlled substances must be returned to Inmar Inc. (Med-Turn Inc.) in accordance with federal and state regulations governing the transfer of these substances.
- All returns must be listed on a debit memo that complies with the following requirements:
 - 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 will be accepted.
 - Winthrop requires the following detail from each returning entity that purchased Winthrop product and is returning the product pursuant to the Winthrop Returned Goods Policy herein:
 - Customer through which to issue credit, if applicable; Debit Memo Number; Debit Memo Date.
 - In addition, for a returning facility including for Customers not purchasing directly from Winthrop), the following details must be provided:
 - Name, DEA(on which the product was purchased) or other pharmacy identifier, Address, City, State, Zip; Product; and
 - Details, including Product Description, NDC, and 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: Winthrop will not issue credit if the third

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- party processor does not provide the required information noted above to Med-Turn Inc. (Inmar)
- In addition, Winthrop will not reimburse Customer for any transportation charges, processing fees or handling fees incurred by Customer when returning product through other third-party returned goods processors.

RETURNED PRODUCTS ELIGIBLE FOR CREDIT

- Short-dated Product if returned to, and received by, Winthrop's Third Party Processor (Inmar) within six (6) months prior to the expiration date
- Outdated Product if returned to, and received by, Winthrop's Third Party Processor (Inmar) up to six (6) months past the expiration date
- Full and unopened products in the original packaging sold by Winthrop if returned to, and received by, Winthrop's Third Party Processor (Inmar) within six (6) months prior to the expiration date or six (6) months past the expiration date
- 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 being returned by a Customer in any state that requires credit. In order to receive credit under the state law, Customers must clearly segregate such returns on separate debit memos.
- Winthrop may accept other returns at its sole discretion with prior approval.
- Returns from 340B customers must be included in separate debit memo.
- Request for consumer returns should be directed to Sanofi U.S. Customer Service at (800) 633-1610 and must not be returned under this Returned Goods Policy.

RETURNED PRODUCTS NOT ELIGIBLE FOR CREDIT

- Product received by Sanofi's Third Party Processor (Inmar) more than six (6) months prior to its expiration date.
- Product received by Sanofi's Third Party Processor (Inmar) more than six (6) months past its expiration date.
- Opened packages or packages with partial product, unless mandated by state law.
- 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 in original packaging.
- Repackaged Product.
- 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 Winthrop unless agreed to in writing by Winthrop.
- 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 Winthrop such as improper storage, heat, cold, water, smoke, etc.
- Products Winthrop has previously designated as "non-returnable".
- Product otherwise adulterated, misbranded, or counterfeit, as determined by Winthrop, at its sole discretion.
- Products not eligible for credit should be returned for destruction as directed by Winthrop even though credit will not be provided

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

- For Product returned in accordance with Winthrop's Returned Goods Policy outlined herein, credit will be issued at the lower of invoice price or net current contract price, as determined by Winthrop.
- For returns from Customers that purchased directly from Winthrop, credit will be issued in the form of a credit memo.
- For returns from Customers that did not purchase directly from Winthrop, credit will be issued through the Customer that services the account.
- Prompt pay discount, if applicable, will be deducted from expired returns credits.

Winthrop Returned Goods Policy and Trade Terms ("Terms") govern the sale of Products by Winthrop to Customer. These Terms take precedence over Customer's additional or different terms, to which Winthrop hereby gives notice of objection. In absence of a written agreement, these Terms govern. Winthrop's acceptance of Customer's order, commencement of performance, or delivery of Products will not constitute acceptance of Customer's additional or different terms. These Terms shall be effective as of the date of purchase of the product or execution of an agreement (if applicable) between Winthrop and Customer, whichever comes first.

Part B: Terms and Sales Conditions

PRICES AND ORDERS

- All orders are subject to acceptance by Winthrop.
- Orders will be invoiced at the price in effect on the date and time the order is accepted by Winthrop
- Customer agrees orders with prices other than those in effect on the date and time of Winthrop acceptance will be changed by Winthrop, without notice
- All prices are subject to change without notice.
- It is solely Customer's responsibility to update all pricing schedules and customer contracts administered by Customer, consistent with any price change made by Winthrop. Pricing must be included on each order.
- All orders must meet the established minimum/multiple order quantities
- Winthrop, 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.
- Customer shall purchase all Winthrop product(s) either directly from Winthrop or through a Winthrop authorized distributor or wholesaler, and not from any other source.
- For purchases directly from Winthrop, in the event of a price decrease-Winthrop will provide a per unit credit equal to the difference between the former price and the new price for the quantity of product currently in the Customer's inventory as of the date of the price decrease, provided that the Customer provides inventory data to Winthrop within thirty (30) days of the price decrease.
- In an event of a WAC decrease in which contract pricing is now greater than WAC, Winthrop reserves the right to adjust contract price to WAC-\$0.01. Winthrop will communicate the change in contract price in advance of making this change.

TERMS OF SALES

- Payment terms are clearly stated on Winthrop invoices.
- Late payment may result in a change of credit terms at Winthrop'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.

RIGHT OF FIRST REFUSAL

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If Customer receives a competing offer for a product equivalent to the awarded Winthrop product, Customer will notify Winthrop, and Winthrop will have the right to submit an updated proposal for said product within five (5) business days after it receives such notice.

SHIPMENTS

- All orders shall be shipped prepaid, F.O.B. destination with title and risk of loss for the products passing to the Customer upon delivery of the products to the Customer's facility.
- Winthrop will prepay standard transportation charges and insurance on all orders. However, if Customer requests expedited transportation, special transportation, carrier sorting, or routing, Winthrop may require Customer to bear the costs of such special handling.

PRODUCT DATING

All product shipped by Winthrop will have a minimum shelf life of ten (10) months at the time of shipment. Product with shelf life remaining of less than ten (10) months may be shipped with Customer's prior written approval.

BACKORDERS

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

CUSTOMER DISPUTES (Applicable to direct and indirect Customers)

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

INDEMNIFICATION

Each party will indemnify, defend, and hold the other harmless from and against all damages, claims, or other losses arising from a breach of an agreement between Winthrop and Customer or these Terms by such party, except that such indemnity does not extend to any portion of any damages, claims or other losses caused by the negligence or willful misconduct of the party seeking indemnification.

LIMITATION OF LIABILITY

IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR OTHER SIMILAR DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF REVENUE OR LOSS OF PROFITS, EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

STORAGE AND HANDLING OF WINTHROP PRODUCTS (Applicable to direct and indirect Customers)

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All Customers, including those not purchasing directly from Winthrop, that take possession of Winthrop 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. All Customers, including those not purchasing directly from Winthrop, are also fully responsible for complying with Winthrop's product labeling and instructions as well as all storage, handling, and distribution requirements of the product. Customer shall provide products only to healthcare professionals duly licensed and authorized to distribute, prescribe, dispense, or administer product.

WARRANTY

Winthrop warrants that at the time of shipment from Winthrop's location, no product delivered hereunder will be adulterated or misbranded within the meaning of the Federal Food, Drug and Cosmetic Act. **WINTHROP 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.

DEBARMENT

By purchasing product pursuant to these Terms, Customer represents and certifies that neither it, nor any person or entity employed or engaged by Customer, including without limitation, its officers, directors, employees, or agents (collectively "Personnel") are currently: 1. excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs as defined in 42 U.S.C. Sec. 1320a7b or from federal procurement or non-procurement activities as defined in Executive Order 12689 (collectively "Ineligible"); or debarred pursuant to the Generic Drug Enforcement Act of 1992, 21 U.S.C. Sec. 335 (a), as amended or any similar state law or regulation (collectively "Debarred") or 3. Convicted of a criminal offense that falls within the ambit of 42 U.S.C. Sec 1320a-7(a), but has not yet been excluded, debarred, suspended, or otherwise declared ineligible ("Convicted"). Customer represents and certifies that it will not utilize any Ineligible, Debarred, or Convicted Personnel to engage in any activities related to Winthrop products.

ASSIGNMENT (Applicable to both indirect and direct Customers)

These Terms and any agreement between Winthrop and Customer will be binding upon and inure to the benefit of the parties, and their successors and assigns, except that Winthrop Customer may not assign any agreement without Winthrop's prior written consent.

CONFIDENTIALITY

Neither party will disclose to third persons any non-public information about an agreement between Winthrop and Customer or the other party, except to employees or agents who have a need to know and are bound by confidentiality obligations at least as restrictive as these terms, and except as required by law. This section will survive the expiration or termination of these Terms

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COMPLIANCE WITH LAWS

Each party represents and warrants that it will perform its obligations under an agreement between Winthrop and Customer, as well as these Terms, in compliance with all applicable laws, ordinances and regulations. Customer may be required to properly disclose and reflect any discounts, rebates or other reductions in price in the costs claimed or charges made to federal or state healthcare programs in accordance with 42 U.S.C. 1320a-7b(b)(3)(A) or 42 C.F.R. 1001.952(h) or to other health care programs in accordance with applicable law or contractual obligations. Failure to do so may subject Customer to civil or criminal penalties. Customer is advised to retain a copy of these Terms, and any other documentation pertaining to purchases made pursuant to these Terms or an agreement between Winthrop and Customer (e.g., invoices) and permit agents of the U.S. Department of Health and Human Services or any state Medicaid agency access to this information upon request.

If Customer has any questions or needs any additional information to assist in making any required disclosures, Customer may contact Winthrop's Customer Service.

OWN USE

If Customer is a university, hospital, charitable institution, or other not-for-profit entity subject to the Nonprofit Institutions Act, Customer agrees that the products purchased hereunder from Winthrop shall be purchased for Customer's "own use" within the meaning of that Act.

FORCE MAJEURE

If Winthrop is prevented from performing any of its obligations because of an event beyond its reasonable control, Winthrop will not be liable for breach of an agreement or these Terms with respect to such non-performance to the extent it is caused by such event.

GOVERNING LAW AND JURISDICTION

These Terms and any agreement between Winthrop and Customer, and any dispute arising therefrom or the breach thereof, will be governed by the laws of the State of NJ without regard to choice of laws, rules or principles.

TERMINATION

These Terms may be suspended or terminated by Winthrop immediately with written notice to the Customer if: (1) Customer is in breach of the terms; (2) Winthrop implements a complete withdrawal from the market place of any product sold to Customer; however, in such event, termination shall be on a product by product basis or (3) Customer becomes or, in the reasonable opinion of Winthrop, may become, or is threatened with becoming, insolvent or stops or threatens to stop or suspend, payment of all or some of its debts.

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: Winthrop 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:	
<i>*Please indicate if return info needs to be sent to another customer</i>	