

Diegem, 04 februari 2022.

Betreft: Nieuwe Algemene Verkoopvoorwaarden - 2022.

Beste klant,

Bijgaand vindt u onze nieuwe Algemene Verkoopvoorwaarden (in het Engels).  
Deze Algemene Voorwaarden zijn van toepassing vanaf 1 maart 2022.

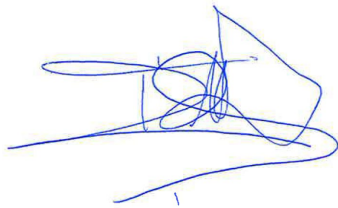
Graag verwijzen wij u naar paragraaf 3.4. betreffende de transportkosten en in het bijzonder de meerkosten van € 1 per kilometer (heen en terug) indien u een expreslevering wenst op uw vraag.

Paragraaf 5.2. heeft betrekking tot kosten in verband met het minimumbedrag van uw bestellingen (vastgesteld op 1.000€); in het geval dat dit minimumbedrag niet wordt bereikt, zal uw bestelling automatisch verhoogd worden met een forfaitair bedrag van 7,50€.

Deze initiatieven hebben als enig doel de impact op het milieu te beperken en maken deel uit van Sanofi's wereldwijde aanpak, de Global Climate Ambitions 2022.

Wij wensen u een goede ontvangst van deze nieuwe Algemene Verkoopvoorwaarden en danken u voor uw begrip,

Met vriendelijke groeten,

A handwritten signature in blue ink, appearing to read 'P. Liekens', with a stylized flourish extending from the bottom.

Peter Liekens  
Head of Supply Chain PHARMA

**Annexe** : 7 pages

## **GENERAL TERMS AND CONDITIONS OF SALE AND DELIVERY**

### **SANOFI BELGIUM SA/NV**

#### **1. APPLICABILITY**

- 1.1 These general terms and conditions of sale and delivery apply to all verbal and written offers, agreements, announcements and deliveries of Sanofi Belgium, a company incorporated under the laws of Belgium under the form of a “Naamloze Vennootschap” / “Société anonyme”, having its registered office at 1831 Diegem, Leonardo Da Vincilaan 19, Airport Plaza Building, Belgium (hereinafter referred to as the “Seller”) to a third party (hereinafter referred to as the “Buyer”) (hereinafter the Seller and Buyer collectively referred to as the “Parties”). The Buyer declares to have received a copy of the General Terms and Conditions of Sale from the Seller and to be aware of the contents thereof. The Seller's general terms and conditions of sale and delivery shall prevail at all times over conditions or clauses of the Buyer or third parties to the contrary.
- 1.2 Conditions that deviate from these terms and conditions may only be invoked by the Buyer if and insofar as they have been accepted by the Seller in writing.
- 1.3 The Seller explicitly rejects the applicability of any Purchase Conditions of the Buyer, subject to separate written acceptance thereof by the Seller.
- 1.4 Any nullity or annulment of any clause in these general terms and conditions of sale and delivery shall not affect the validity of the other provisions therein. With regards to the void or annulled provision, the Seller shall determine new provisions in consultation with the Buyer which shall meet the scope of the other and of the void or annulled provisions as much as possible.
- 1.5 The Seller reserves the right to amend and/or supplement these terms and conditions if the Seller, at the Buyer's request, provides a valid reason for this change, including (but not limited to) the reasons stated in Article 5.2.

#### **2. QUOTATIONS AND ESTABLISHMENT OF AGREEMENTS**

- 2.1 An agreement is established at the time the Seller has confirmed the order placed by the Buyer in writing or at the time the Seller has started the execution of an order. Verbal commitments or agreements by or with its personnel shall not bind the Seller until after and insofar as the Seller has confirmed such in writing.
- 2.2 The content of an agreement shall not extend beyond the deliveries and/or work expressly mentioned or described in the offer or the order confirmation, whereby the order confirmation of the Seller shall prevail.
- 2.3 Changes and/or amendments to the order must be communicated to the Seller in a timely manner and in writing. The changes to the order shall be effective if they have been accepted by the Seller in writing. Changes and/or amendments to the order may result in the agreed delivery time being exceeded by the Seller outside of its responsibility.
- 2.4 All offers in price lists, circulars, advertisements, order confirmations, letters published wherever or however they are made, are always without obligation.

#### **3. DELIVERY**

- 3.1 Unless otherwise agreed in writing, delivery is DAP (Incoterms 2010), namely at the Buyer's delivery address in Belgium or in Luxembourg. The risk of damage, depreciation, deterioration and loss of the products passes to the Buyer at the time of delivery.
- 3.2 The meaning of the agreed terms and conditions for the delivery are as is customary in Belgium and Luxembourg, unless other rules have been issued for the interpretation of those terms and conditions by the International Chamber of Commerce in the so-called Incoterms, as last

determined, in which case the latter rules shall apply. The aforementioned shall not affect the provisions in Article 4.

- 3.3 The method of transport is determined by the Seller.
- 3.4 Additional costs, including 1 Euro per kilometre, as a result of a method of delivery desired by the Buyer in deviation of the provisions in paragraph 1 and/or other method of transport than is customary for the Seller and/or special delivery times in connection with urgent wishes of the Buyer, shall be borne by the Buyer.
- 3.5 The specified delivery time is not considered a strict deadline, but as an approximate time. Exceeding the delivery time does not entitle the Buyer to additional or replacement compensation or to consider non-fulfilment by the Buyer of any obligation arising from the agreement. The Buyer is only entitled to dissolve the agreement by means of a written statement if and insofar as the Seller has not yet delivered the goods to be delivered within a reasonable period agreed in writing with the Buyer after the aforementioned exceedance. The Seller has the right to deliver in parts.
- 3.6 The Seller reserves the right, in the event of doubt as to the Buyer's creditworthiness, to demand advance payment before the first or further deliveries, and if this is not done and/or the requested security is not provided to the satisfaction of the Seller, to suspend the deliveries.

#### 4. **RETENTION OF TITLE**

- 4.1 The ownership of the sold products will only pass to the Buyer after it has paid the full amount of the purchase price, including any additional costs and other outstanding monies.
- 4.2 However, the Buyer is entitled to use the products that have already been delivered, but that are still the property of the Seller, in the course of its normal business operations. The Buyer is obliged to store the products delivered by the Seller in such a way that these products can at all times be clearly distinguished as products delivered by the Seller.
- 4.3 Insofar as necessary (and possible), the Buyer will always point out the rights of the Seller to third parties and the Buyer will be obliged to immediately inform the Seller in writing if third parties assert rights with regards to products that are still owned by the Seller, of (possible) seizures against the Buyer, of the (possible) filing of a bankruptcy application with regards to the Buyer or a (possible) request to be submitted by the Buyer for suspension of payments.
- 4.4 In the cases referred to in Article 8, paragraph 1, the Seller is also irrevocably authorised to claim its property, without notice of default being required, to remove the products that remain the Seller's property, or to have them removed from the place where they are located. The Seller is also entitled to take back the delivered products if the entire purchase price has not been paid in a timely manner. The Buyer must give the Seller the opportunity to do so, on pain of a penalty equal to the purchase price due, without prejudice to the right of the Seller to claim compensation.

#### 5. **PRICES**

- 5.1 The prices published by the Seller are, unless expressly stated otherwise, in EURO and are exclusive of VAT. The Seller is at all times authorised to change the (published) prices if the Seller at the request of the Buyer provides a valid reason for this change, including (but not limited to) the reasons stated in Article 5.2.
- 5.2 The Seller is entitled to fully pass on all cost increases, changes in the exchange rate and excise duties to the Buyer, until the time of delivery. In addition, if the order placed by the Buyer does not reach the minimum order value currently fixed at 1,000 Euros, the order will be subject to a fixed extra fee of 7.5 Euros.

**6. PAYMENT TERMS**

- 6.1 Payment of the purchase price of the delivered products must take place, without any right to settlement, within 30 days after the invoice date. The payment date is the date on which the amount due is credited to the bank or giro account of the Seller.
- 6.2 If the Buyer does not meet its payment obligations in a timely manner, the Seller is authorised to terminate the purchase agreement immediately without notice of default being required. In addition, the Buyer, if the payment term is exceeded, shall owe interest at the rate of the then applicable statutory interest per month on the outstanding amount, as well as all extrajudicial and judicial collection costs, without prejudice to the further rights of the Seller.
- 6.3 If the Buyer does not agree with an invoice from the Seller, the Buyer must submit a written and substantiated objection to the Seller within 10 (ten) working days after the invoice date. The Buyer's dispute of an invoice does not suspend the obligation to pay.

**7. COMPLAINTS AND RETURNS**

- 7.1 Upon delivery of the products, the Buyer must check whether the delivery (according to number and type of product) corresponds with its order. Any deviations must be noted on the delivery receipt that the Buyer must sign to confirm receipt of the delivery or must be reported to the Seller within 2 working days, in the absence of which the Buyer cannot claim delivery of (alleged) undelivered products.
- 7.2 The Buyer must also subject the products to a careful visual inspection within 2 working days after delivery and report any transport damage and/or visible defects to the Seller within that period.
- 7.3 Return shipments are not permitted without the prior written consent of the Seller.

**8. DISSOLUTION**

- 8.1 If the Buyer fails to strictly comply with any of its obligations under the agreement with the Seller or if the Seller can reasonably deduce that the Buyer will fail to do so, the Seller has the right to suspend all of its obligations towards the Buyer and/or to dissolve the agreement with the Buyer in whole or in part while retaining all other rights due to it.
- 8.2 Without prejudice to the provisions in Article 6, the Seller is also entitled to dissolve the agreement with the Buyer in whole or in part, with immediate effect, without notice of default and without judicial intervention, by means of a written statement, if the Buyer applies for a (provisional) suspension of payments, if, as a result of a final decision, the Buyer has been declared bankrupt or if the company of the Buyer is liquidated or terminated other than for the purpose of merging or demerging companies. If the Seller dissolves the agreement for this/these reason(s), it will never be obliged to pay any compensation.
- 8.3 In the cases mentioned in Article 8.1 and 8.2, any claim of the Seller against the Buyer is immediately due and payable.

**9. FORCE MAJEURE**

- 9.1 If the Seller is prevented from fulfilling one or more of its obligations as a result of force majeure and this force majeure situation lasts for more than 2 months, both the Seller and the Buyer are authorised to terminate the agreement in whole or in part. The Seller is not obliged to pay compensation to the Buyer.
- 9.2 If the force majeure occurs while the agreement has already been executed in part, the Buyer, if the remaining delivery is delayed by more than 2 months due to force majeure, has the authority to either retain the part of the products that has already been delivered and to pay the purchase price owed for this, or to also consider the agreement for the part already performed as terminated under the obligation to return that which was already delivered to the Seller at its

own expense and risk, provided that the Buyer can demonstrate in that case that the part of the products already delivered can no longer be used effectively by the Buyer as a result of the non-delivery of the remaining products.

- 9.3 Force majeure on the part of Seller occurs if the Seller is prevented from fulfilling its obligations under this agreement as a result of restrictive government measures of any kind after the conclusion of the purchase agreement, epidemics, mobilisation, war, revolutions, strikes, seizure of production, lack of raw materials, semi-finished products, excipients and/or energy, natural disasters, a third party from whom products or services must be received remains in default in whole or in part, as well as any (other) circumstance that is not reasonably foreseeable and beyond the control of the Seller, on the basis of which it, if such a circumstance had been known at the time of concluding the agreement, the agreement would not have been concluded or would not have been concluded under the same conditions.
- 9.4 The fact that the authority to dissolve is not used in one or more cases or circumstances as described in the previous paragraph, does not affect the right to use the authority to dissolve in the following cases.

#### **10. BUYER'S DUTY OF CARE; HEALTH, SAFETY AND ENVIRONMENT; PHARMACOVIGILANCE**

- 10.1 The Buyer is obliged to strictly observe the instructions regarding the manner of storage and handling of the delivered products.
- 10.2 The Buyer is responsible for all permits and authorisations required to purchase and use the Seller's products and for complying with all the set requirements thereto, including in all cases, the requirements arising from the applicable legislation. The Buyer indemnifies the Seller and indemnifies the Seller against all claims based on non-compliance with the aforementioned.
- 10.3 The Buyer confirms that they respect all applicable regulations regarding health, safety and the environment within the context of its activities and further confirms that it is in possession of all the necessary authorisations and permits required under the applicable regulations. The Buyer confirms that it will take the required measures to ensure that the handling of the products by personnel of the Buyer or any third party that comes into contact with the products is compliant.
- 10.4 The Buyer shall ensure that its administration with regards to the products delivered by the Seller meets all requirements under laws and regulations. The Buyer ensures that the recipients of the products can be traced. The Buyer shall ensure that the products delivered by the Seller remain identifiable and are not mixed with other products insofar as this would result in the products being no longer identifiable. At the Seller's first reasonable request, the Buyer will cooperate on recalls, actions to inform the recipients of the products about important health risks or other similar actions.
- 10.5 The Buyer must sufficiently familiarise itself with the characteristics of the products it purchases from the Seller.
- 10.6 The Buyer undertakes to immediately, but no later than within 1 (one) working day, inform the Seller of any information regarding any adverse event, regardless of severity or predictability, any reporting (with or without adverse event) of abuse, medical error, off-label use, overdose, drug abuse, efficacy, suspected transfer of infectious substances, interaction with other medication, foods or devices, professional exposure, unintended positive effects, exposure of a foetus or embryo to medication during conception (of man or woman) and the pregnancy or exposure of a child to medication during breastfeeding, which may be related to the use of the products sold below. This information must be sent to the following e-mail address: [pharmacovigilance.belgium@sanofi.com](mailto:pharmacovigilance.belgium@sanofi.com), using the Seller's forms that the Seller makes available to the Buyer. The Buyer shall ensure that its employees and authorised representatives comply with this article.

#### **11. CONFIDENTIALITY**

Parties will treat all information and/or data concerning each other's business operations as strictly confidential and not disclose this in any way to third parties for 5 years from the date of

disclosure, unless this information and/or data were already demonstrably generally known at the time of concluding the first agreement between the Seller and the Buyer, or that one party has given the other party written permission to disclose this information and/or data to a third party or third parties.

**12. LIMITATION OF LIABILITY**

12.1 The products marketed by the Seller are, insofar as applicable, permitted by the Belgian and Luxembourgish government for application within the territory of Belgium and Luxembourg. If these products are purchased by a foreign Buyer and/or used abroad in violation of the applicable regulations, the Seller accepts no liability for this.

12.2 Taking into account the provisions of these general terms and conditions of sale and delivery, the liability of the Seller for the consequences of an attributable shortcoming or an unlawful act by the Seller is limited as follows:

- If there is an attributable shortcoming consisting of the delivery of a defective product, the Seller will (i) reimburse the costs of the Buyer related to the return or destruction of the product concerned and (ii) deliver a new product free of charge, or, at the sole discretion of the Seller, proceed to repay the net purchase price that the Buyer paid for the defective product;
- If there is another type of attributable shortcoming or an unlawful act, the Seller shall compensate the direct damage suffered by the Buyer up to a maximum amount of € 10,000;
- Liability of the Seller for indirect damage (including in any case consequential damage, loss of profits, missed savings and damage due to idleness or business stagnation) is expressly excluded.

The limitation of the Seller's liability as described in this paragraph does not apply in the event of intent or wilful recklessness on the part of the Seller or a managerial employee of the Seller.

12.3 With exception to defects that can only be discovered after opening the packaging or use of the product, the Buyer cannot assert a right to replacement or repayment of the purchase price with regards to opened, damaged or opened packaging unless such deviations have been reported to the Seller as stated in Article 7. Nor can the Buyer claim replacement or reimbursement of the purchase price, if the expiration date stated on the product has expired after the time of delivery.

**13. RECALL**

If there is a defect in the goods delivered by the Seller, as referred to in the relevant legal provisions regarding product liability, upon first request of the Seller, the Buyer will cooperate with a "product recall" initiated by the Seller (removing defective products from traffic), also in those cases where the Buyer has already delivered the goods to third parties. This provision also applies in full in the event that there is a suspicion or fear that a defect occurs or will occur. The recall must be performed as quickly as possible by the Buyer and at the expense of the Seller if and insofar as it concerns reasonable costs and also in such a way that (i) one acts in the interest of public health, (ii) the sale of the products in the country concerned is hindered as little as possible and (iii) the customer base and the reputation of the products, the Buyer and the Seller are maintained as well as possible.

**14. INTELLECTUAL AND INDUSTRIAL PROPERTY**

14.1 All intellectual and/or industrial property rights with regards to the delivered products and related materials belong to the Seller or its licensors. The Buyer shall not acquire any intellectual and/or industrial property rights as a result of any agreement, unless explicitly agreed otherwise.

14.2 Except to the extent that the Buyer is obligated to do so by the government, the Buyer is not permitted to remove, change brand and/or identifiers on the products delivered to it or the

packaging thereof, or to make them (partially) invisible or to change or imitate the products or any part thereof.

14.3 The Seller declares that to the best of their knowledge the products do not infringe on any third party intellectual and industrial property rights applicable in Belgium and Luxembourg. If deemed necessary by the Seller, the Seller may, in case of a claim by a third party in respect of an infringement on such rights, replace or modify the products concerned or dissolve the agreement with the Buyer in whole or in part. In the event that a third party indeed claims any intellectual/industrial property right, the Buyer is only entitled to dissolve an agreement with the Seller insofar as maintenance of the relevant agreement cannot reasonably be required of it.

14.4 The Buyer shall immediately inform the Seller in writing of any claim by a third party with regards to an infringement of intellectual and/or industrial property rights with regards to the products delivered to the Buyer. The Seller is then entitled, also on behalf of the Buyer, to conduct a defence or to take legal measures against the respective third party. The Buyer shall at all times cooperate with the Seller if the latter so requests in this regard.

#### 15. **ANTI-CORRUPTION**

The Buyer is committed to and guarantees that (a) it will comply with the requirements of all applicable anti-bribery legislation, both national and foreign, and that; (b) it will not make any promises or offer to pay or transfer anything of value (directly or indirectly) towards a/an (i) natural person, (ii) company, (iii) association, (iv) partnership, or (v) public body, (including, but not limited to an officer or employee of any of the aforementioned), who, acting in their official capacity or on their own initiative, are able to influence, with the objective of or result of public or commercial bribery, extortion, bribes or other unlawful or improper means, the acquisition or retention of goods.

#### 16. **PERSONAL DATA**

16.1 The Parties commit to comply with all the provisions of the General Data Protection Regulation (Regulation (EU) 2016/679 of 27 April 2016 concerning the protection of natural persons in connection with the processing of personal data and concerning the free movement of such data) and its implementing decrees. Personal data may be processed in the context of the execution of the agreement.

16.2 Personal data may be transferred by the Seller to suppliers and service providers and other entities within the Group of the Seller. These other entities may be located outside the European Economic Area, in a country where adequate protection of such data may not be fully assured. In such a hypothetical situation, protective measures will be taken in accordance with the GDPR.

16.3 For more information on how Sanofi handles privacy, please refer to our privacy statement on <https://www.sanofi.be/fr/cookies-privacy-policy>.

#### 17. **HARDSHIP CLAUSE**

If the circumstances assumed by the Parties at the time of the conclusion of the agreement change so significantly that compliance with one or more of these conditions cannot reasonably be demanded from one of the Parties, consultation will take place regarding interim amendments to the agreement.

#### 18. **PARTIAL INVALIDITY**

18.1 If these general terms and conditions are or become partially invalid or non-binding, then the Parties remain bound by the remaining part. The Seller shall then be entitled to replace the invalid or non-binding part with clauses that are valid and binding and the legal consequences of which, given the content and scope of these general terms and conditions of sale and delivery, correspond as much as possible with those of the invalid or non-binding part.

19. **APPLICABLE LAW/COMPETENT JUDGE**

- 19.1 All quotations issued by the Seller, as well as the agreements concluded with the Seller, are governed by Belgian law, with the exclusion of the Vienna Sales Convention.
- 19.2 Unless stipulated otherwise under mandatory provisions, any disputes which cannot be resolved in mutual consultation will be subject to the opinion of the competent Belgian courts. This does not affect the authority of the Seller to bring a dispute before the court that has jurisdiction in the place of residence of the Buyer.

February 2022