



SANOFI

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 Zentiva, a.s., with registered office at Einsteinova 24, 851 01, Company Reg. No.: 31 411 771, registered in the Commercial Register administered by the Bratislava I District Court, Volume: Sa, Insert No.: 5652, sanofi-aventis Slovakia, s.r.o., based at Einsteinova 24, 851 01, Company Reg. No.: 31 339 450, registered in the Commercial Register of the Bratislava I District Court, Volume: Sro, Insert No.: 4092/B, sanofi-aventis Pharma Slovakia, s.r.o., with registered office at Einsteinova 24, 851 01, Company Reg. No.: 35 686 049, registered in the Commercial Register administered by the Bratislava I District Court, Volume: Sro, Insert No.: 10605/B, Genzyme Czech, s.r.o., a division, with registered office at Karadžičova 8/A, 821 08 Bratislava, Company Reg. No.: 44 620 314, registered in the Commercial Register administered by the Bratislava I District Court, Volume: Po, Insert No. 1692/B, 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, 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 273(2) of Act No. 513/1991 Coll., Commercial Code).

2. Any amendments and modifications to these General Terms of Delivery (hereinafter the “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 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 original invoice must be sent

To sanofi-aventis Pharma Slovakia and sanofi-aventis Slovakia

- a)
 - By post to the address of the sanofi scanning centre
By registered mail / courier
Name of the company in the sanofi group
c/o Recall GmbH
Landsbergerstr. 140
04157 Leipzig
Germany
 - By regular mail
Name of the company in the sanofi group PO Box 221161
04131 Leipzig
Germany

Or

- b) Electronically by email
SanofiSK.Urgentinvoice@recall.com

The documents sent by email must meet the following criteria:

- The email message may only contain 1 attachment (invoice);
- The attachment may only contain 1 document (invoice);
- The attachment may only be in the pdf or tiff formats;
- Maximum file size is 5 MB.

To Zentiva, a.s.

- By regular mail / registered mail / courier to the address of
Zentiva, a.s.
Einsteinova 24
841 01 Bratislava

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 in the third paragraph of 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 **non-cooperative 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 shall be responsible for the characteristics of the delivery they execute, particularly in accordance with the applicable provisions of Act No. 513/1991 Coll., Commercial 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. 264/1999 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 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.
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.

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. The Supplier shall acknowledge the Customer processing their personal data, where applicable, to the extent required for the purpose of performing the Agreement entered in accordance with these GToD (i.e., their name and surname, address, email address, telephone and fax numbers, Company Reg. No., bank details and VAT Reg. No.), particularly in manual as well as electronic form and only for the purposes of performing the Agreement entered and obligations arising from the generally binding regulations; particularly for accounting and administrative purposes, this shall also be carried out by a contractual processor, Genpact International Inc., 40 Old Ridgebury Road, Third Floor, Danbury, CT 06810, United States of America, who arrange the

data processing through their subcontractors some of whom may also be located outside the European Union, e.g., in the USA and India. Their list is available on: <http://www.zentiva.com/contact-us/Pages/genpact-subcontractors.aspx>

2. Supplier's personal data shall only be processed throughout the period required for serving the above mentioned purposes. The Supplier shall provide their personal data voluntarily. The Supplier shall have the right to access their personal data, right to information on processing their personal data, right to require corrections to inaccurate personal data and other rights stipulated by Act No. 122/2013 Coll. on the protection of personal data as amended, of which the Supplier has been made aware. The Customer shall undertake to secure the personal data against theft, loss, damage, unauthorised access, modifications and distribution.
3. Should the Supplier, in connection with performing the Agreement entered under these GToD, provide the Customer with personal data of persons other than the Supplier, e.g., their employees and/or other personnel or subcontractors, the processing of which by the Customer is essential for performing the Agreement and obligations arising from the generally binding regulations, the Supplier shall acknowledge the Customer processing the data to the extent and in the manner implied by the previous paragraph. Prior to providing the Customer with the data of such persons, the Supplier shall undertake to inform such persons of processing their personal data in accordance with the relevant provisions of Act No. 122/2013 Coll. on the protection of personal data as amended and at least to the extent governed by the previous paragraph, and also perform other requirements of the applicable regulations so that the provision of the personal data to the Customer is carried out in accordance with these regulations.
4. 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.
5. 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.
6. 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. Jurisdiction

1. All legal relationships, arising from or associated with the Agreement, shall only be adjudicate din accordance with and on the basis of the national law of the Slovak 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 Slovak Republic.

Appendices:

- *Safety, sanitary and fire regulations at Customer's premises*

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