

REFERENCE TO THE TEXT

General Terms of Cooperation of Sanofi and Suppliers	
1. Terms	
1.1.	Adhesion agreement is Order (PO – Purchase Order) and General Terms of Cooperation (GTC) (only in case of absence of instructions in PO for the framework agreement concluded between the parties;
1.2.	Task is a scope of procurement, specified in POs in the “Description” section and in the attachment (addendum) to PO (if applicable);
1.3.	Order (PO) is the order to Supplier from Sanofi for the provision of services/execution of works/supply of goods containing the Task and terms;
1.4.	Confidential information is any information, that is not publicly available which has become known to the Parties in the course of Adhesion agreement;
1.5.	General Terms of Cooperation, GTC is the present document posted on the official web-site of Sanofi at http://www.sanofi.ru/l/ru/ru/layout.jsp?scat=98AD193F-6607-4A0A-A4C5-16FB8E3B967D (“Web-site”), and regulating relationship between Sanofi and its any Suppliers in case of absence of reference to PO for framework agreement concluded between the Parties;
1.6.	Supplier is a legal entity or an individual entrepreneur, which was assessed and approved through Due Diligence procedure and which has received PO from Sanofi;
1.7.	Sanofi is a JSC (Joint-Stock Company) “Sanofi Russia” or the representative office JSC (Joint-Stock Company) “Sanofi Aventis Group” depending on which of these organizations requisite details are specified in PO in the “The account must be registered to the legal entity” section ;
1.8.	Party is Sanofi or Supplier;
1.9.	Parties are Sanofi and Supplier collectively.
2. Conclusion procedure of Adhesion agreement	
2.1.	GTC and PO are collectively represent a single Adhesion agreement in accordance with Article 428 of the Civil code of the Russian Federation.
2.2.	Sanofi can change GTC unilaterally by GTC new version placing on its official Web-site without notice to Supplier. Amendments to GTC enter into force and become obligatory since their publication on Web-site.
2.3.	Supplier confirms his adherence to Adhesion agreement and his agreement with GTC and PO conditions by acceptance of PO by performing implicative actions, focused on performing the PO. The acceptance is carried out in regard to full-blast of the Task in PO including, if the PO involves several execution stages, then implicative actions, focused on performing the first stage of the Task will mean that Supplier undertakes to perform full-blast of the Task.
2.4.	PO with the description of the Task is sent to the Supplier’s email address, specified in SAP-CEP system of Sanofi..
3. Rights and obligations of the Parties	
3.1.	Supplier undertakes to carry out the Task in accordance with the terms specified in PO and within the time limit specified in PO.
3.2.	If the Task involves supply of goods, Supplier must supply the goods to Sanofi applicable for the purpose for which the goods of this type are usually used. If Supplier receives notice about specific purpose of purchasing goods (by specified purpose or otherwise), Supplier must transfer Sanofi the goods, usable for these purpose. When selling goods by sample and/or by description, Supplier must transfer Sanofi the goods which are corresponding to a sample and/or description.
3.3.	If the Task involves performance of work/provision of services, Supplier must carry out work/provide services in accordance with the requirements ordinary applicable to works/services of appropriate type of work. Unless otherwise provided by law, the result of performed work/service at the moment of transfer to Sanofi must have properties defined by general requirements, and be suitable, within the reasonable period, for common use of the result of work/service of this type.
3.4.	For the Task performance Supplier may rely on the third Party. In such a case Supplier is responsible for the actions of such third Party as for its own to Sanofi.
3.5.	Sanofi has the right to check the Task performing process.
4. Acceptance of the Task performance	
4.1.	Concurrently with the transfer the results of the Task performance to Sanofi Supplier must transfer to Sanofi the originals of the following: <ul style="list-style-type: none"> 4.1.1. If the Task included provision of services/performance of works: the act of provided services/performed works acceptance (“Act”), invoice for payment, invoice, prepared in compliance with the requirements of tax law of Russian Federation; 4.1.2. If the Task included delivery of goods: delivery note, invoice for payment, invoice, prepared in compliance with the requirements of tax law of Russian Federation;
4.2.	Sanofi is obliged to accept proper execution of Task and sign the within 10 working days from the date of Act receipt from Supplier or refuse to accept Task and consequently refuse to sign Act and send to Supplier written grounded refusal within 20 working days from the date of Act receipt from Supplier.
4.3.	If Task execution envisages transfer of the results of executed works or delivery of goods to Sanofi, then acceptance is carried out in 2 steps: <ul style="list-style-type: none"> 4.3.1. Acceptance of quantity is carried out at the moment of signature of delivery note or Act; 4.3.2. Acceptance of appearance, completeness, assortment is carried out during 30 days from the date of acceptance of quantity. During this period of time, Sanofi may claim for appearance, completeness, assortment, even if otherwise stated in Act or delivery note.
4.4.	If PO does not envisage otherwise, the Supplier provides to Sanofi the following:

<ul style="list-style-type: none"> • In relation to the results of executed works/rendered services: warranty for all results of works/services for term of 12 months from the moment of transfer of results of services/works to Sanofi; • In relation to delivered goods: warranty for good for the term of 12 months from the moment of good transfer to Sanofi, if more lasting warranty period for good is not determined by manufacturer of such good. <p>4.5. If the Task is executed with violation of requirements specified in PO, in accordance with legislation, Sanofi is authorized to take the following measures including but not limited to:</p> <ul style="list-style-type: none"> • to demand a proportional reduce of price; • to demand full or partial replacement of good; • to demand gratuitous correction of defects of good/work/service by the Supplier; • to refuse part of the Task; <p>4.6. If the Supplier refuses to satisfy the requirements of Sanofi in accordance with art. 4.6., Sanofi is authorized to rely on third party for correction of defects and make a claim to the Supplier for compensation of corresponding losses/expenses.</p>
<p>5. Settlement procedure</p> <p>5.1. Sanofi makes payments on requisites specified in account of the Supplier.</p> <p>5.2. Payments are made via bank transfers to the account of the Supplier within the term specified in PO.</p> <p>5.3. Order payment liabilities are considered as fulfilled by Sanofi from the moment of writing off of amounts from the settlement account of Sanofi.</p>
<p>6. Repudiation of agreement and its termination</p> <p>6.1. Sanofi is authorized to repudiate the Adhesion agreement at any time unilaterally and on an extrajudicial basis by sending a notice to the Supplier via e-mail 30 days before the proposed date of termination of Adhesion agreement, except for clause 9.3. of the GTC. In this case, only the part of Task executed by the Supplier is subject to payment. The Parties agree that the fact of Adhesion agreement termination in accordance with this paragraph is not a basis for use any penal sanctions to Sanofi.</p> <p style="padding-left: 40px;">6.1.1. If according to the Task the Supplier was obliged to render services to Sanofi, Sanofi is authorized to repudiate the Adhesion agreement provided that actual expenses are compensated to the Supplier.</p> <p style="padding-left: 40px;">6.1.2. If according to the Task the Supplier was obliged to execute a certain work, Sanofi is authorized to refuse the Adhesion agreement execution at any time after payment of part of established price to the Supplier proportionally with part of the work executed before the receipt of the notice from Sanofi about repudiation of Adhesion agreement.</p>
<p>7. Responsibility of the Parties</p> <p>7.1. If the conditions of the Adhesion agreement are breached only documented losses of the Parties should be compensated (loss benefit should not be compensated).</p>
<p>8. Confidentiality</p> <p>8.1. The Parties hereby agreed that any information transferred by the employee and/or representatives of the Parties to each other, in the event that it is designated written or oral by the relevant Party as "confidential", is Confidential information and should not be disclosed to third parties.</p>
<p>9. Anti-corruption law</p> <p>9.1. The Supplier represents, warrants and undertakes to (a) comply with requirements of the applicable anti-corruption law including the US Foreign Corrupt Practices Act and the UK Bribery Act, and; (b) not to offer, promise and give funds and other material valuables (directly or indirectly) (i) to natural persons, (ii) entities, including associations, (iii) state authorities (including but not limited to state employees and other employees of above mentioned authorities, who because of official powers or personal capabilities can influence, provide and support activity (and/or provide financial and other benefits) of Sanofi, unlawfully performing own official functions or professional activity having purpose or consequence an illegal gratification or a commercial bribery, acceptance or admitted an extortion, bribery and other illegal activities, focused on obtaining or retaining business benefit, as well as represents and warrants that the Supplier didn't perform the above mentioned actions before.</p> <p>9.2. The Supplier undertakes promptly give notice to Sanofi during the term of validity of the Adhesion agreement in case of changing of circumstances, known to him facts and meanings so that he can not confirm the representations and warranties in real time.</p> <p>9.3. Disregarding the provisions of the anti-corruption law will be considered as substantial violation of the Adhesion agreement. In case of substantial violation by the Supplier, Sanofi has a right to dissolve the agreement/arrangement with the Supplier immediately unilaterally and without judicial proceedings at any time by written notice, which comes into effect on the date specified in it.</p>
<p>10. Other</p> <p>10.1. All disputes between the Parties shall be settled in the Moscow Arbitration Court.</p> <p>10.2. Applicable law is the Russian Federation Law.</p>