



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: <https://customersupport.sanofi.us/>

Winthrop Returned Goods Policy and Trade Terms ("Terms") are applicable as follows: The Returned Goods Policy is applicable to all customers who purchase product, directly or indirectly, from Winthrop. The Trade Terms apply 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, 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 B, Winthrop Product Claim Form.
- Customer must submit photos and the completed form to Sanofi U.S. Trade Customer Support at RLCD@sanofi.com or call (800) 372 – 6634 to file a claim.
- Photos of visible damage must be submitted with the claim for credit.
- Visible damage, overage, and shortage claims 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.
- 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 received and accepted shipment is the property of the Customer, the Customer is responsible for paying invoice within terms to Winthrop regardless of when credit is issued.
- Damage and shortage claims will be issued at original invoice price. Prompt pay discount, if applicable, will be deducted.

PROCEDURE FOR EXPIRED PRODUCT RETURNS

All expired returns must be sent to FedEx Supply Chain for processing and destruction, address is as follows:

FedEx Supply Chain Solutions / 6101 N. 64th St., Milwaukee, WI 53218 / (800) 950-5479

- Controlled substances must be returned to FedEx Supply Chain in accordance with federal and state regulations governing the transfer of these substances. ***Prior to the return of any Schedule II narcotic, a DEA Form 222 must be issued by FedEx Supply Chain. For reference, the DEA number is RS0230778.***
- All returns must be listed on a debit memo that complies with the following conditions:
 - **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.** Winthrop requires the following detail from each returning entity that purchased Winthrop product and is returning the product pursuant to the Winthrop Returns Good Policy herein: ***Customer through which to issue credit if applicable; Debit Memo Number; Debit Memo Date; Returning Facility (indirect customer) details:***
 - ***Name, DEA or other pharmacy identifier, Address, City, State, Zip; Product Details, including Product Description, NDC, 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 party processor does not provide the required information noted above to FedEx Supply Chain.



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RETURNED PRODUCTS ELIGIBLE FOR CREDIT

Expired products eligible for credit include:

- Short-dated Product if returned within six (6) months prior to the expiration date
- Outdated Product if returned up to six (6) months past the expiration date.
- Full or partial expired products, which are received in original packaging including pens, cartridges/inhalers, tablets, and capsules, except for partials set forth on Exhibit A.
- Unopened products received in original packaging sold by Winthrop including: syringes, vials, ampules, auto-injectors, sachet (powders), blister packs and packages of devices.
 - Refer to products included in Exhibit A, which must be returned unopened. Exhibit A is subject to change upon Winthrop's sole discretion and the most current copy will be available at the Sanofi U.S. Trade Customer Support website.
- 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 returns for any states that require 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.
- Request for consumer returns should be directed to Sanofi U.S. Customer Service at (800) 633-1610.

RETURNED PRODUCTS NOT ELIGIBLE FOR CREDIT

- Product received more than six (6) months prior to its expiration date.
- Product received more than six (6) months past its expiration date.
- 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 received in original packaging.
- Repackaged Product.
- Opened and used syringes, ampules, cartridges, inhalers, and pens/auto-injector.
- 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 with Winthrop's Returns 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 direct Winthrop Customer's, credit will be issued in the form of a credit memo.
- For returns from indirect customers, credit will be issued through the Customer that services the account.

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 execution of the attached agreement (if applicable) between Winthrop and Customer.

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 Purchase 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.
- Winthrop 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 Direct purchases from Winthrop (i) in the event of a price decrease, Winthrop will provide a credit equal to the difference between the former price and the new price for the quantity of Product currently in the Winthrop Customer's inventory as of the date of the price decrease, provided that the Winthrop Customer provides inventory data to Winthrop within thirty (30) days of the price decrease; and (ii) in the event of a price increase, Winthrop will provide a per unit credit which, in the aggregate, is equal to the difference between the former price and the new price times Winthrop Customer's average thirty (30) day purchase volume based on the Winthrop Customer's actual purchases during the previous ninety (90) day period until such credit is depleted.

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

- Winthrop reserves the right of first refusal for all Products awarded by Winthrop Customer to Winthrop.



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If Winthrop Customer receives a competing offer for a Product equivalent to the awarded Winthrop Product, Winthrop 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 Winthrop 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 twelve (12) months at the time of shipment. Product with shelf life remaining of less than twelve (12) months may be shipped with Winthrop 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

- 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.



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STORAGE AND HANDLING OF WINTHROP PRODUCTS

- Winthrop Customers and indirect customers taking 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. Winthrop Customers and indirect customers are also fully responsible for complying with Winthrop's Product labeling and instructions as well as all storage, handling, and distribution requirements of Product. Winthrop 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 dock 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

- 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") who provide services to Winthrop are currently: 1. excluded, debarred, suspended or otherwise ineligible to participate in federal health care programs as defined in 42 U.S.C. Sec. 1320a-7b or from federal procurement or nonprocurement 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 provide any services to Winthrop.

ASSIGNMENT

- 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 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. Winthrop 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 Winthrop Customer to civil or criminal penalties. Winthrop Customer is advised to retain a copy of these Terms, , and any other documentation pertaining to purchases made pursuant to 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 Winthrop Customer has any questions or needs any additional information to assist in making any required disclosures, Winthrop Customer may contact Customer Service.

OWN USE

- If Winthrop Customer is a university, hospital, charitable institution, or other not-for-profit entity subject to the Nonprofit Institutions Act, Winthrop Customer agrees that the Products purchased hereunder from Winthrop shall be purchased for Winthrop 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 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. Either party may terminate these Terms without cause upon thirty (30) days' prior written notice to the other party.



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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

The following Products are eligible for credit returned unopened and same units as original saleable box. Opened or missing units in original box are ineligible for credit.

Product/Description	NDC
Enoxaparin Sodium Syringe 30 mg/ 0.3 mL	00955-1003-10
Enoxaparin Sodium Syringe 40 mg/ 0.4 mL	00955-1004-10
Enoxaparin Sodium Syringe 60 mg/0.6 mL	00955-1006-10
Enoxaparin Sodium Syringe 80 mg/0.8 mL	00955 -1008-10
Enoxaparin Sodium Syringe 100 mg/1.0 mL	00955-1010-10
Enoxaparin Sodium Syringe 120 mg/0.8 mL	00955-1012-10
Enoxaparin Sodium Syringe 150 mg/ 1.0 mL	00955-1015-10
Enoxaparin Sodium Syringe 300 mg/ 3mL	00955-1016-01



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Exhibit B: 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>	