



General Conditions of Purchase

1. Application

The following General Conditions of Purchase (“**the GCP**”) shall be an integral part of all purchase and supply contracts concluded by us with the Supplier (yourself) and shall establish the contractual framework for the delivery of goods and/or the performance of services. It is recorded that the GCP is incorporated by reference into all PO’s. The GCP and the purchase order (“**the PO**”) (together “**this/the contract**”) shall be effective once the signed PO has been received by us, and in the event that the Supplier does not return a signed PO to us but nevertheless delivers goods and/or performs services, the contract shall become effective on the date we issue a PO to the Supplier (“**the Effective Date**”). Any terms and conditions of the Supplier that conflict with and/or are not included in the contract shall not be applicable even if we do not expressly object to them. The contract shall apply even where we unconditionally accept the goods delivered and/or services performed, although we are aware that the Supplier has conflicting terms and conditions. In the event of any conflict between the GCP and the PO, the following order of priority will govern:

- a) first, any special conditions applicable, such as any schedules or cover sheets which may be appended to this GCP;
- b) second, the GCP; and
- c) third, the provisions of the applicable PO.

For purposes of this contract, unless amended in a schedule or cover page to this GCP, “Sanofi-Aventis”, “Sanofi”, “we”, “us” and “our” refers to Sanofi-Aventis South Africa (Pty) Ltd, a company incorporated in accordance with the laws of South Africa, with registration number 1996/010381/07, with its registered place of business and *domicilium* address at Sanofi House, 44 on Grand Central Office Park, 2 Bond Street, Grand Central Ext. 1, 1685, Republic of South Africa and/or its subsidiary, Sanofi Industries South Africa (Pty) Ltd, company incorporated in accordance with the laws of South Africa, with registration number 1931/002901/07, with its registered place of business and *domicilium* address at Sanofi House, 44 on Grand Central Office Park, 2 Bond Street, Grand Central Ext. 1, 1685, Republic of South Africa.

2. Orders

As a rule, we will only be bound by our written PO. Unless agreed in writing in advance, our PO is the only document a Supplier may accept by signing and delivering electronically. The Supplier must notify us expressly in writing if it accepts an order on terms which are different from those in our original PO. In this event, a contract between the Supplier and us shall not take effect until we have consented to such contract in writing. Subcontractors may not be used without our prior written consent. Where we give our consent, the Supplier shall nonetheless remain fully responsible to us for performance in terms of the contract. Any variations or modifications to this contract, the goods being delivered or services being rendered, must be in writing and must be signed and delivered by our authorised representative or through a new PO.

For purposes of this contract, “writing” or “written” means a hardcopy document signed in manuscript by an authorised representative of a party or an electronic document signed by an authorised representative of a party, with an advanced electronic signature as defined in the Electronic Communications and

Transactions Act, 25 of 2002 (“**the ECT Act**”). All other provisions of section 13 of the ECT Act are specifically excluded.

3. Prices, Payment Conditions and Set-Offs

The prices agreed are fixed prices and include the cost of packaging. Invoices shall be made out in the currency in which the PO was made. Unless other payment terms have been agreed and subject to the goods and/or services being properly received, we will settle invoices on the last business day of the month following the month of receipt of the goods and/or services.

No invoice shall be paid unless we receive all supporting documentation pertaining to the goods and/or services delivered. The accrual and payment of interest on overdue invoices, where we are awaiting the supporting documentation, will not be applicable where the delay is on your part. Payment of the Supplier’s invoices shall not occur, unless this provision is complied with.

Only goods and/or services pertaining to one PO may be billed in one invoice. We shall not be obliged to make payment until we have received a verifiable invoice which conforms with the PO and the local tax requirements (VAT, etc.). It is a material term of this contract that, where the Supplier deals with Health Care Professionals, the Supplier shall ensure that detailed supporting documentation accompanies its invoices submitted for payment.

Payment will be made for undisputed invoices and disputed invoices may be withheld and will not accrue interest until such time as the dispute is resolved.

All original invoices MUST indicate the **PO NUMBER** and the requester of the goods/services.

All original invoices (with the PO Number and requester clearly indicated), are to be transmitted via e-mail to our Accounts Payable Department with your Sanofi contact person copied in on that e-mail. Invoices should be sent to the following e-mail addresses in PDF format:

To: ZA.APIinvoicing@sanofi.com

CC: The requester (name.surname@sanofi.com)

Should you not be able to e-mail your original invoices, an original hard copy of the invoice must be delivered or sent via registered post to our Midrand office, the address of which is as follows:

Accounts Payable Department
Sanofi House
44 on Grand Central Office Park
2 Bond Street
Grand Central Ext. 1
Midrand, 1685

Sanofi will not be held responsible for any services rendered or good delivered without a purchase order issued.

In the event that this contract is terminated in accordance with Clause 16 below, we shall pay the Supplier up until date of notice of termination. Deposits and Pre-payments: all pre-payments or

deposits paid by Sanofi shall accrue interest up to the due date of services being rendered or good being delivered.

Should this Agreement be terminated for any reason whatsoever, by either Party, all deposits and pre-payments shall be returned to Sanofi together with interest thereon, within 7 (seven) days of termination of this Agreement.

Save for gross negligence on the part of Sanofi, Sanofi shall not be liable for damage to equipment of the Supplier.

4. Delivery Dates, Force Majeure and Penalties

The delivery date specified on the cover sheet or PO shall be binding. The relevant date for determining whether the goods and/or services have been delivered and/or performed on time shall be the date the goods arrive at the agreed receiving department and/or the services are performed as per the dates indicated on the cover sheet or PO. If the Supplier is unable to provide us with a binding delivery and/or performance date, it shall be obliged to specify the earliest and latest possible delivery and/or performance dates.

The Supplier shall only be able to justify its non-delivery and/or non-performance on the basis that we did not supply documentation that we were obliged to supply if it has already reminded us in writing to supply the documentation and we have not done so within a reasonable time limit.

The Supplier is obliged to notify us in writing without delay if circumstances occur which are likely to make the timeous delivery of the goods and/or performance of the services impossible or if it becomes aware of such circumstances. To the extent that such events were not foreseeable, disruptions to operations, shortages of energy or raw materials, traffic delays as well as strikes, lockouts, administrative orders and *force majeure* shall relieve the party concerned from its obligation to deliver or accept, whichever is applicable, for the duration of the disruption. Unless time is of the essence, or if shorter delivery or performance periods have been agreed to, if delivery or acceptance, whichever is applicable, is delayed by more than 30 (thirty) days, both parties shall to the exclusion of all other rights be entitled to rescind the contract in respect of the amount affected by the disruption. In this event, the Supplier shall distribute its remaining stocks among its customers in proportion to the size of their orders.

A failure to effect timeous delivery of the goods and or performance of the services, other than in the circumstances immediately above, shall be a material breach of this contract, entitling us to terminate in accordance with Clause 16 below (Termination).

Without prejudice and without limitation of any other rights or remedies, if the Supplier delivers any goods or provides and services more than seven (7) calendar days after the relevant delivery date ("**Grace Period**") and such delay was not caused by a Force Majeure event on the Suppliers side, the Supplier shall pay to us (or to an Affiliated Company) a contractual penalty of half a percent (0,5 %), of the PO value of the goods and/or services, per day of delay until the goods are delivered and/or the services are rendered. However, this penalty shall not exceed 50% (fifty percent) of the PO value of the goods and/or services. We shall be entitled to set-off such

contractual penalty against the invoiced amount or against any other amount payable to the Supplier under this contract.

Where the delay in delivery of the goods and/or services by the Supplier exceeds the Grace Period and reaches 30 (thirty) days, we shall have the right to terminate this contract in accordance with Clause 16(a).

5. Supplier's Warranties and Representations

The Supplier warrants, represents and covenants on an on-going basis to us as follows:

- a) it is authorised (in terms of the Companies Act, 71 of 2008 (as amended) ("**the Companies Act**"), its Memorandum of Incorporation, its rules and all other applicable laws) to enter into this contract and all internal and formal procedural requirements have been complied with in respect of the entry into the contract.
- b) it is not financially distressed nor is any other circumstance present to justify business rescue proceedings as provided for under Chapter 6 of the Companies Act;
- c) it has the necessary experience and expertise to fulfil the obligations set out in the PO or cover sheet;
- d) it has, and will continue to have, the full power and authority, without the need for any consents, approvals or immunities not yet obtained, to provide the goods and/or services, as per the PO or cover sheet;
- e) it has all the necessary regulatory licences, consents and/or permits applicable to the provision of the goods and/or services, as per the PO or cover sheet;
- f) it is currently complying with and shall comply with all applicable laws;
- g) the goods delivered and/or the services performed (whether directly or indirectly through subcontractors), as per the PO or cover sheet will not constitute an infringement, misappropriation, violation or unlawful use or disclosure of any intellectual property right or other right of any third party;
- h) in delivering the goods and/or performing the services, the Supplier shall adhere to quality assurance procedures to ensure that such goods and/or services have been delivered in accordance with good industry practice;
- i) that it has all means and skills to perform its obligations under this contract, shall assign for the delivery of the goods and or performance of the services a sufficient number of employees duly qualified and experienced to be able to ensure the delivery of the goods and or performance of the services in a manner consistent with the description of the goods or services listed in the PO or cover sheet, and shall deliver the goods and or perform the services within the timelines set forth in the PO or cover sheet;
- j) that it shall exercise the sole and absolute control and disciplinary authority over its employees assigned to delivery of the goods and or performance of the services and shall be responsible for the proper performance of their duties;
- k) that it shall hold us harmless from any liability, cause of action, or claim which may be filed by any of its employees by reason of the employee's delivery of the goods and or performance of the services, or by any third party arising from the Supplier's failure to comply with any law, rule or regulation on the

occasion of the delivery of the goods and or performance of the services;

- l) acknowledges that, where relevant to this contract, it is bound by a general obligation to provide advice, and in particular information and recommendations, to us and to this end, the Supplier shall give to us all advice, warnings, and recommendations necessary, in particular in terms of quality of service and business continuity;
- m) it shall provide the goods and or services under the conditions and timelines set out in PO or cover sheet;
- n) where the goods or services entail delivery of certain results or reports, the Supplier shall deliver to us all final versions of such results or reports in a tangible and electronic form (or any other format agreed between the parties) as well as a final report detailing the conditions under which the goods or services have been delivered or performed, with such results or reports being signed on behalf of the Supplier by a duly authorised person;
- o) agrees that it shall take into account the comments, suggestions or instructions communicated by us when the goods are being delivered or the services are being performed, acknowledges that we shall have the right to comment on any results or reports (including draft deliverables), shall further take into account our comments and shall make any necessary modifications requested by us, with respect to the form and the content of the results or reports within an agreed amount of time, but no more than ten (10) working days from the receipt of such comments;
- p) that it and its employees are independent contractors and this contract does not create an employer/employee relationship between the parties and/or their respective employees; and
- q) it shall inform us as soon as the share of its annual turnover, corresponding to the goods being delivered or services being performed for it and its Affiliated Companies exceeds the threshold of twenty-five percent (25%) of its whole annual turnover.

6. Passing of Risk

The passing of risk shall be governed by the agreed Incoterms Rules for Any Mode of Transport as provided for in the International Chamber of Commerce's Incoterms® 2010 English Edition. Where no agreement regarding delivery has been made, delivery shall be made for free to the destination. The risk in relation to machines or technical equipment shall not pass to us until a performance check has been successfully carried out within 5 (five) business days after delivery.

7. Regulations and Remunerations of the Industrial Site Management

It is essential that the Supplier complies with the safety regulations laid down by the management of the industrial site. The relevant safety regulations may be obtained from us upon written request.

8. Quality, Notices of Defects and Warranties

We shall inspect the goods and/or services for defects without delay after receipt of such goods and/or services. We shall be entitled to give notice of defects to the Supplier within a time limit of 5 (five) days from the date the necessary inspection of the goods and/or

services is concluded; where defects are hidden, notice of defects shall be given by us upon discovery of the defects. In the case of perishable goods, we shall be obliged to give notice without delay. If defects in the goods and/or services make a more extensive examination of the goods and/or services necessary (inspection of deliveries, as well as of return shipments), then the costs of same shall be borne by the Supplier.

We shall carry out performance checks shortly after we have received notification that the goods and/or services are ready for operation. We reserve the right in the case of systems and equipment with multiple and complicated programmes to carry out performance checks within a period of 30 (thirty) days.

The Supplier's liability for defects shall not be affected by our acceptance of the goods and/or services or by our approval of samples or specimens submitted.

We shall be entitled to terminate contracts without notice, if 2 (two) or more deliveries were defective or delayed in whole or in part.

9. Liability and Insurance

The supplier shall at all times whether during or after delivery of the goods and/or performance of the services, at its sole cost and expense, defend and indemnify and keep indemnified and hold us harmless against all losses suffered by or awarded or made against us by third parties, arising out of the delivery of the goods and/or performance of the services by the Supplier and shall include any allegation of infringement, misappropriation or unlawful use or disclosure of any third party's intellectual property rights as a result of our use of the goods and/or performance of the services, whether or not such losses were foreseeable.

Further, in the event that a third party sues us for product liability, the Supplier shall indemnify us upon our request provided that the damage originated within its sphere of influence and organisational area and it is itself liable to the third party. The same shall apply where we are sued by a third party for infringement of an intellectual property right and the Supplier failed to warn us that the processing and application of the goods supplied and/or services performed by it could result in the infringement of intellectual property rights. This obligation to indemnify us covers all of the expenses which we necessarily incur on the basis of or in connection with a lawsuit against us by a third party. We shall at the Supplier's expense be entitled to obtain permission to use the goods concerned from the rights holders and/or benefit from the services provided; in doing so we shall be obliged to exercise the care of a prudent trader. Under no circumstances whatsoever, shall we be liable to the Supplier for any indirect or consequential damages, loss or the like, whatsoever, howsoever incurred, arising out of this contract.

The Supplier shall obtain and maintain during the whole term of this contract comprehensive liability insurance with a first class, reputable and financially secured insurance carrier.

The Supplier shall provide to us, upon request, appropriate insurance certificates issued by the insurer and shall provide written evidence that the Supplier has paid any premiums to maintain such insurance.

Under no circumstances whatsoever shall Sanofi or its Affiliates be liable for any indirect or consequential damages whatsoever, howsoever incurred. Should a court for any reason find Sanofi or its Affiliates liable, such liability shall be limited to direct damages only to the value of the services for a period of 3 (three) months (average) or depreciated value of goods purchased over a 3 (three) month period (average value).

10. General Safety and Protective Provisions

If, in performing its obligations in accordance with the contract, the Supplier fails to comply with existing legal and contractual provisions, we shall be entitled to terminate the contract for due cause. We shall also be entitled to terminate the contract for due cause if the Supplier does not comply with environmental provisions, health and safety provisions, ethical standards (see www.unglobalcompact.org) or the provisions on combating illegal employment and, as a result of its non-compliance, operations are significantly impaired. This will include, but not be limited to, a situation where our public image could be affected.

Recognizing our corporate social responsibility, the Supplier shall accept our evaluation of its environmental and industrial safety standards (evaluated by a questionnaire and/or possibly an audit).

The Supplier shall be obliged to notify us of the scope and nature of events occurring in the course of its performing the contract which could result in our becoming the focus of public interest; for example, an accident during transportation of the goods or an accident during the performance of the services relating to the handling of our products or waste.

The Supplier agrees to indemnify us in the event the Supplier is in breach of its obligations under this Clause 10.

11. Alterations to Products or Procedures

Suppliers are obliged to give us timeous notice of intended alterations to products or procedures, as well as changes to methods of analysis relating to the products and/or services purchased by us.

Each party shall designate among its representatives a representative in charge of the day-to-day communications between the parties regarding the implementation of this contract and the delivery of the goods or performance of the services. The names of such persons are listed in the PO or cover sheet.

12. Rights of Use

The Supplier is not permitted to use any construction documents supplied by us for the manufacture of the goods delivered and/or services performed for purposes unconnected with the contract. Nor is it permitted to reproduce such documents or make them available to third parties. We reserve all of the rights to such documents. The Supplier shall be obliged to return the documents supplied by us without delay upon request.

13. Intellectual Property Rights

The Supplier warrants that conventional use of the goods and/or services delivered will not result in the infringement, in South Africa or abroad, of patents, licences or other copyrights or intellectual property rights belonging to third parties.

The Supplier shall indemnify us against claims by third parties that nevertheless exist or arise.

The Supplier hereby cedes and/or assigns to us an exclusive worldwide and perpetual right to publish, circulate, reproduce, process and otherwise exploit all of the ideas, concepts, drafts and designs, which were developed on our behalf by the Supplier. The aforementioned grant of rights extends to all types of use, including, but not limited to, print advertising, multimedia exploitation (Internet presence, print-on-demand e-books, online publishing and broadcasting) and in any other media whether currently existing or yet to be invented. The assignment of rights pursuant to this provision expressly includes the right to reassign the rights to a third party and the waiver of any moral rights that may exist.

Payment by us for the respective goods ordered and/or services performed shall constitute satisfaction in full for the acquisition of the abovementioned rights.

Without our express consent, the Supplier may not make reference to the existing business relationship between it and us for advertising purposes. The Supplier may in no way use any of our trademarks, copyright or patents, without our express written consent.

14. Confidentiality

Each party shall treat as confidential all confidential information obtained from the other party pursuant to this contract and shall not divulge any such confidential information to any person (other than to those who need to know the same) without the other party's prior written consent, provided that this Clause 14 shall not extend to information which:

- a) was rightfully in the possession of such party prior to the commencement of the negotiations leading to this contract;
- b) is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this Clause 14); or
- c) is trivial or obvious.

Each party shall use its best endeavours to prevent the unauthorised publication or disclosure of any such confidential information.

Each party shall ensure that its employees and Affiliated Companies and permitted subcontractors do not disclose to third parties the information provided by a party or information belonging to a party that a party will be able to obtain on the occasion of the delivery of the goods or performance of the services. The Supplier further undertakes that it shall use such information solely for the delivery of the goods or performance of the services.

The provisions of this Clause 14 shall survive the termination or expiry of this contract for a period of 5 (five) years.

15. Disputes

This Clause is a separate, divisible agreement from the rest of this contract.

- a) Should any dispute, disagreement or claim arise between the Supplier and us (“**the dispute**”) concerning the contract, the parties shall try to resolve the dispute by negotiation. This entails that one party invites the other party in writing to meet and attempt to resolve the dispute within 3 (three) days from the date of the written invitation.
- b) If the dispute has not been resolved by such negotiation, as referred to in sub-Clause 15(a) above, the parties shall submit the dispute to the Arbitration Foundation of Southern Africa (“**AFSA**”) for immediate administered mediation, upon the terms set out by the AFSA Secretariat. Failing such resolution, the dispute shall be resolved in accordance with the rules of AFSA by an arbitrator appointed by AFSA.
- c) The arbitration shall be held in Johannesburg, and the parties shall endeavour to ensure that it is completed within 30 (thirty) days after appointment of an arbitrator.
- d) Notwithstanding anything contained herein to the contrary, the contract shall continue in force and both parties shall continue to perform their respective obligations and to exercise their respective rights despite the referral by either party of a dispute to arbitration in terms of Sub-clause 15(a) above.
- e) Notwithstanding the provisions of this Clause 15, a party shall not be prohibited from obtaining urgent relief from a court of competent jurisdiction pending finalisation of any dispute referred to arbitration.

16. Termination

We may terminate this contract with the Supplier for no cause on 7 (seven) days’ written notice. We may also terminate the supply of catering goods on 24 (twenty-four) hours’ notice and where termination occurs in this regard, Sanofi will make payment of direct costs only on proof of expenses and invoices being provided to Sanofi. Where the supply of catering goods has been terminated on 4 (four) or fewer days’ notice, 50 (fifty) % of the payment made will be refunded to Sanofi. Where the supply of catering goods has been terminated on 5 (five) or more days’ notice, 100 (one hundred) % of the payment made will be refunded to Sanofi.

Notwithstanding the date set out on the face of this Agreement, this contract may not exceed 24 (twenty-four) months. In the event it does, the agreement shall terminate automatically 2 (two) years from signature date.

Notwithstanding anything else contained herein, the contract may be terminated by either party forthwith on giving notice in writing to the other party if:

- a) the other commits any material or persistent breach of any term of this contract and (in the case of a breach capable of being remedied) shall have failed, within 14 (fourteen) days after the receipt of a request in writing from the other party so to do, to remedy the breach (such request to contain a warning of such party’s intention to terminate);
- b) the other party shall have been unable to perform its obligations hereunder by reason of an event of *force majeure* for a period of 30 (thirty) days;

- c) the other party shall have a receiver or administrative receiver appointed over it or over any part of its undertaking or assets or shall pass a resolution for winding up (otherwise than for the purpose of a *bona fide* scheme of solvent amalgamation or reconstruction) or a court of competent jurisdiction shall make an order to that effect or if the other party shall enter into any voluntary arrangement with its creditors or shall become subject to an administration order or where any party brings an application for the Supplier’s business rescue; and
- d) the Supplier commits a breach of any of the terms of this contract and after receipt of notice in accordance with Clause 16(a) remedies the breach, but commits any other breach of this contract within the subsequent 3 (three) months, with no further notice in accordance with Clause 16(a) being required.

17. Domicilium

For the purposes of this contract, the giving of notices and the serving of legal process, the parties choose as their *domicilium citandi et executandi* the physical addresses, facsimiles and email addresses indicated in Clause 1 above or the cover sheet to this GCP.

A party may at any time change that party’s *domicilium* by notice in writing, provided that the new *domicilium* consists of, or includes, a physical address at which processes can be served.

Any notice given in connection with this contract shall be:

- a) delivered by hand; or
- b) be sent by pre-paid registered post; or
- c) by telefax or email,

to the *domicilium* of the party concerned.

Any notice given in connection with this Agreement shall:

- a) if delivered, on date of delivery; or
- b) if sent by post, 7 (seven) days after posting; or
- c) if sent by telefax or email, on the day that telefax or email is transmitted.

to the *domicilium* chosen by the party concerned.

A notice given as set out above shall be deemed to have been duly given:

- a) if delivered, on the date of delivery; or
- b) if sent by post, 7 (seven) days after posting;
- c) if sent by telefax, on the next business day after the telefax is transmitted; or
- d) if by email, on the same day, provided that the sender is able to show conclusively that the email reached the recipient’s system.

18. Protection of Personal Information and Information Security

Both parties note the provisions of the Protection of Personal Information Act, 4 of 2013 (as amended) (“**POPI**”) and will take all and any steps required, once POPI becomes effective, to comply with its provisions. In particular, each party undertakes to secure the integrity and confidentiality of personal information in its

possession or under its control by taking appropriate, reasonable technical and organisational measures to prevent:

- a) loss of, damage to or unauthorised destruction of personal information; and
- b) unlawful access to or processing of personal information.

Each party indemnifies the other party against a non-complying party's failure to ensure such compliance.

The Supplier shall not access our computer systems except as authorised to do so by us in writing.

The Supplier warrants and covenants, on an on-going basis, that no goods and/or services provided by the Supplier has or will have the effect of disabling, harming or otherwise impeding in any manner the operation of the goods and/or services or our computer systems (e.g., via a virus, Trojan horse, worm, backdoor, etc.) (collectively, "Destructive Programmes"). If the Supplier breaches the Destructive Programme provisions of this Clause 18, the Supplier shall, at our option:

- a) use commercially reasonable efforts to immediately eliminate all such Destructive Programs and reverse their adverse effects; and/or
- b) co-operate fully with and reimburse us for all costs incurred by it in eliminating all such Destructive Programs and reversing their adverse effects. Prior to delivery to us, the Supplier will test each element of the goods and/or services utilising the most recent version and the most recent data file of a reputable, commercially available anti-virus-checking software program to ensure that it is free of Destructive Programmes.

In the event of an actual or threatened breach of any provision of this Clause 18, the Supplier acknowledges that we are likely to suffer immediate and irreparable harm for which money damages will be inadequate.

19. Anti-bribery

The Supplier understands that we are committed to complying with all anti-bribery laws, related legislation and regulations to which we are subject in the jurisdictions in which it operates, including the Criminal Procedure Act, 51 of 1977, Prevention and Combating of Corrupt Activities Act, 12 of 2004, Article L433-1 of the French Criminal Code, the UK Bribery Act of 2010, the US Foreign Corrupt Practices Act of 1977 and the US Sarbanes-Oxley Act of 2002 ("Anti-bribery Laws"). The Supplier represents and warrants that neither it nor any persons associated with it have taken or will take any action that might cause us to violate the Anti-bribery Laws, namely: that neither it nor any persons associated with it will, authorise, offer, give or agree to offer or give, directly or indirectly, any payment, gift or other advantage with respect to any activities undertaken relating to this contract which:

- a) is intended to, or does, influence any person to act or reward any person for acting in breach of an expectation of good faith, impartiality or trust, or which it would otherwise be improper for the recipient to accept; or

- b) is made to or for the benefit of a public official, or to any person while knowing or being aware of a high probability that all or a portion of the payment, gift or other advantage will be offered or given to a public official, with the intention of influencing any act or decision of the public official in his/its official capacity, inducing such public official to use his/its influence to affect any act or decision of a government entity, or securing an improper advantage; or
- c) would otherwise violate the Anti-bribery Laws.

The Supplier will immediately notify us if, at any time during the term of this Agreement, its circumstances, knowledge or awareness changes such that it would not be able to comply with the warranties set out above at the relevant time.

The Supplier has implemented and must at all times maintain adequate procedures designed to comply with its obligations under this Clause 19.

Breach of any of the provisions this Clause 19 is a material breach of this contract for the purpose of Clause 16(a) of this contract and, without remedy to any other right, relief or remedy, entitles us to terminate this contract immediately.

20. Investigation and/or Audit

During the term of this contract (and for a period of 5 (five) years after its termination or expiry), upon 15 (fifteen) days' prior notice to the Supplier, we (or our appointed representative) shall have the right, during normal business hours and at our own reasonable expense, to conduct an investigation and/or audit of the Supplier's operations and records (but only to the extent that these documents and records relate to the delivery of the goods and/or performance of the services under this contract), including but not limited to site visits and review of archived documentation. The Supplier agrees to cooperate fully with such investigations and/or audits, the scope, method, nature and duration of which shall be at our sole discretion, acting reasonably.

21. Conflict of Interest

The Supplier warrants that, as of the Effective Date, the Supplier has no conflict of interest preventing the delivery of the goods and/or performance of the services under this contract. The Supplier agrees to immediately disclose to us the existence or occurrence of any conflict of interest arising during the term of this contract. In that latter case, we shall have the right to terminate forthwith this contract under the condition set forth in Clause 16(a) above.

By Conflict of Interest, the parties mean any situation or set of circumstances that creates a risk that the Supplier's professional judgment or performance of the services may be altered and thus our interest may be unduly influenced or undermined by other interests.

22. Transparency

The parties acknowledge and agree that certain information related to this contract, including but not limited to, the Supplier's and our names, the amount of the remuneration as well as the purpose of this contract, may be communicated to any relevant authorities/institutions and/or publicly disclosed by us and/or by our Affiliated Companies and/or by relevant authorities/institutions to the extent required by local laws and regulations and/or codes of practice applicable to the pharmaceutical industry.

For the purposes of this contract, Affiliated Company means any company which directly or indirectly controls, is controlled by or is under common control with a party. Control means the direct or indirect ownership of more than fifty per cent (50%) of the equity or more than fifty per cent (50%) of the voting rights.

23. Pharmacovigilance

If during the course of performing the Services, the Services Provider becomes aware of any Pharmacovigilance data or product technical complaints, it shall be reported to Sanofi within 1 (one) business day from the date of the Services Provider becoming aware of such data.

24. Black Economic Empowerment

In complying with the Codes of Good Practice on Broad-Based Black Economic Empowerment ("BBBEE") issued by the Department of Trade and Industry in terms of the Broad-Based Black Economic Empowerment Act, No 53 of 2003 ("the Codes of Good Practice"), we are required to meet particular BEE procurement spend targets and to report on all such expenditure incurred and spent with the Supplier.

In instances where doubt may exist as to the interpretation of the Codes of Good Practice, our nominated BEE verification agency's views with regard to such matter of interpretation shall be final and binding on the parties.

Any amendment, revision, restatement or substitution to the Codes of Good Practice shall be binding upon us and the Supplier.

The Supplier will maintain a level FIVE or better rating for the duration of this contract.

The Supplier shall ensure that its BEE contributor status is verified annually by an accredited verification agent in accordance with the provisions of the Codes of Good Practice.

The Supplier shall on an annual basis present its BEE certificate, issued by an accredited verification agency, to us. In addition hereto, the Supplier shall provide any other information as may reasonably be required by us from time to time.

We may at our cost and at our sole discretion audit, whether by internal or external auditors or BEE verification agencies, all information provided by the Supplier in terms of this Clause.

This Clause is material to this contract. The Supplier acknowledges that it is aware that non-compliance of this Clause could have a serious negative impact on us in that we may suffer irreparable damage. Consequently should the Supplier not comply with any requirements set out in this Clause or any other applicable requirement of the Codes of Good Practice, we may, at our sole

discretion utilise any remedy created in this contract for the enforcement of our rights, including termination in terms of Clause 16 (Termination).

25. Applicable Law and Jurisdiction

The laws of the Republic of South Africa shall govern all legal relations between the Supplier and us, including but not limited to any disputes, claims, controversies, disagreements, actions and proceedings arising out of or in connection with the contract. The application of the United Nations Convention on the International Sale of Goods ("CISG") of 11 April 1980 is excluded.

The courts of South Africa shall have jurisdiction. The courts having general jurisdiction in relation to the Supplier shall also have jurisdiction for lawsuits filed by us.

26. Severability

In the event that a provision of these conditions is or becomes invalid, this shall not affect the validity of the remaining conditions or the contract.

27. Waiver of remedies

No forbearance, delay or indulgence by either party in enforcing the provisions of this contract shall prejudice or restrict the rights of that party nor shall any waiver of its rights operate as a waiver of any subsequent breach and no right, power or remedy herein conferred upon or reserved for either party is exclusive of any other right, power or remedy available to that party and each such right, power or remedy shall be cumulative.

28. Assignment

The Supplier acknowledges that we have engaged it because of its expertise and experience. Therefore, the Supplier shall have no right to assign or transfer any of its rights and/or obligations under this contract without our prior written consent.

We may assign or transfer to any Affiliated Companies any of our rights and/or obligations under this contract. The Supplier shall undertake to sign, upon our request, any document necessary for the legal and administrative regularization of such assignment or transfer.

The Supplier shall not be able to subcontract the performance of any of its obligation under this contract, without our prior written consent. Such consent from us will not relieve the Supplier from any liability or obligation under this contract and the Supplier will remain liable vis-à-vis us for the acts, omissions, defaults or negligence of its sub-contractors.

29. Authority to bind

Each party warrants and represents to the other party that it has taken or caused to be taken all steps, actions and corporate procedures necessary to cause this contract to be binding upon it and that it has the full right and authority to enter into this contract and to perform all of its obligations hereunder, and shall, where requested, provide proof of such authority.

30. Entire agreement

This contract supersedes all prior agreements, arrangements and understandings between the parties and constitutes the entire agreement between the parties relating to the subject matter hereof (save that neither party seeks to exclude liability for any fraudulent pre-contractual misrepresentation upon which the other party can be shown to have relied).

We are entitled to unilaterally amend, make written additions and/or modify any provisions of the contract and such amendments, additions or modifications shall be binding upon notification to the Supplier. The Supplier may only effect changes to this Agreement with the written consent of Sanofi's Head of Legal and Chief Financial Officer.

To the extent that there is conflict between the covering pages to this GPC and this GCP, this GCP shall prevail.

31. Independent legal advice

The Supplier confirms that it understands the contents of this contract.

The Supplier further confirms that if it does not understand any aspect of this contract, it should seek independent legal advice.