CHANGE ORDER

Order Number: **E005926569**
Version Number: **2**
Issue Date: **30/10/2025**
Supplier: **SJÆLDNE DIAGNOSER**
Blekinge Boulevard 2
2630 Tåstrup
Denmark
Email: **mail@sjaeldnediagnoser.dk**

Your Vendor Number with us: **0002222576**

Ship To:
Sanofi A/S
Vibenshuset
Lyngbyvej 2,
2100 København Ø
Denmark

Bill To:
Sanofi A/S
Vibenshuset
Lyngbyvej 2,
2100 København Ø
Denmark

Deliver To:
Ilse Birkeb?k

Contact for sending invoices:
By e-mail: InvoicesDK@sanofi.com

For questions or issues related to purchase orders, invoices, payments, or your vendor account information, please contact us:
By e-mail: NOBA_SBS_P2P@sanofi.com
By phone: DK + 45 35159050; FI + 358 201200476; NO + 47 23503780; SE + 46 851992536

Sanofi requires all suppliers to submit their invoices in a single copy, only in electronic format through the preferred invoice reception channel(s) as defined under the Sanofi Supplier Portal (https://suppliers.sanofi.com/en/standards-and-procedures/invoicing). So long as no electronic invoice that complies with the current agreement is available to Sanofi, there is no obligation to pay.

Please ensure that you reference the PO number, line item number and contact name on the invoicesubmitted for payment.

Payment Terms: **CEP-3000 (30 Days from Date of Invoice)**

Current Lines

Line	Description	Quantity	Unit of Measure	Price	Currency	Line Total
1	Sjældne Diagnoser - SP - Financial contribution to PAG's 40th Anniversary Event - October 2025 - Need by date: 04/11/2025			5,500.00	DKK	5,500.00

Total 5,500.00 DKK

Changed Lines:

Line	Description	Quantity	Unit of Measure	Price	Currency	Line Total
1	Sjældne Diagnoser - SP - Financial contribution to PAG's 40th Anniversary Event - October 2025 - Need by date: 04/11/2025			~~5,250.00~~ 5,500.00	DKK	~~5,250.00~~ 5,500.00

GENERAL TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES -SANOFI A/S

1. DEFINITIONS

"Affiliate" means for Client any company which is controlled by Sanofi S.A., a French corporation (société anonyme), registered with the Paris Trading Companies Register under number 395 030 844. For Provider, "Affiliate" means any company which controls, is controlled by or is under common control with Provider. For the purposes hereof, "control" shall mean the direct or indirect ownership of at least fifty per cent (50%) of the share capital or voting rights of the relevant company, or the power to direct or cause the direction of the management and policies of the relevant company;
"Conditions" means these terms and conditions as amended by Client from time to time;
"Contract" means the contract established between Client and the Provider for the supply of Goods and/or Services to Client in accordance with these Conditions, comprising these Conditions, the Order and any Specifications;
"Client" means Sanofi A/S, with registered address at Lyngbyvej 2, 2100 Kobenhavn, Denmark;
"Client Materials" means all information, materials, equipment and tools, documentation, drawings, specifications and data supplied by Client to the Provider in connection with the Contract;
"Deliverables" means all documents, products and materials developed by the Provider or its agents, Subcontractors and personnel as part of or in relation to the Services or the Goods in any form or provision, including without limitation computer programs, data, reports and specifications, including drafts;
"Delivery" means: (i) if the Contract relates to the purchase of Goods by Client, the date(s) when the Goods are unloaded and; (ii) if the Contract relates to the supply of Services to Client, the period(s) over which the Services are to be provided as described in the Order; or (iii) if silent, within thirty calendar days of the Order;
"Force Majeure" means an external, unforeseeable and unavoidable event beyond Party's reasonable control, including, without limitation, acts of God, acts of civil or military authority including governmental priorities, fires, floods, epidemics, wars, terrorism, or riots, which makes it impossible for a Party to fulfil its obligations;
"Goods" means the goods, or any part of them as set out in the Order;
"Intellectual Property Rights" (IPR) means any patent and all rights arising out of or relating to patents, including the rights to patentable or non-patentable inventions, discoveries, know-how, trade secrets), copyrights, database rights, domain names, design rights, trademarks, service marks and any other intellectual property rights (whether registered or unregistered or capable of registration) and any registration or application to register, renew or extend any of these rights as well as rights to apply, for the same anywhere in the world;
"Order" means an offer by Client to purchase Goods and/or Services from the Provider;
"Party" means Client or Provider as defined herein;
"Provider" means the natural or legal person from whom Client purchases the Goods and/or Services and has considerable skill, knowledge and experience in this field;
"Provider's IPR" means the Intellectual Property Rights in any data, written document, program and/or any other materials (including software, graphics, techniques, tools, know-how, methodologies or other business processes) that are used by Provider in the provision of the Services or supply of Goods, or which are otherwise licensed to, or made available to, Client as part of the Services or supply of Goods, which Provider can prove: (i) are owned by or licensed to Provider before the Commencement Date of the relevant Order; or (ii) are created by Provider prior to an Order or in the general conduct of its business and not specifically for Client under the Order;
"Services" means the services, including without limitation any Deliverables, to be provided by the Provider under the Contract as set out in the Order;
"Specification" means any specification for the Goods, including plans or drawings, or description of the Services provided by Client to the Provider or produced by the Provider and agreed in writing by Client;
"Subcontractor" means a subcontractor of any tier, an entity or individual that is not an employee of Provider to whom the performance of any part of the Service has been subcontracted in accordance with Clause 14.2;
"Third Party IPR" means any third party owned or controlled Intellectual Property Rights which are incorporated in or necessary for the provision and/or enjoyment of the Services and/or for the unrestricted use and/or enjoyment by Client and its Affiliates of the Deliverables (or any part of them);
"Warranty Period" means the longer of: (i) twelve months from the date of the Goods or Services being put into operation; (ii) thirty-six months from the delivery of the Goods or the Services; (iii) any period specified in the Order; or (iv) any period implied by law.

2. PURPOSE

2.1 These Conditions shall apply to the purchase and supply of both Goods and Services except where the application to one or the other is specified.
2.2 These Conditions apply to the Contract to the explicit exclusion of any other terms that the Provider seeks to impose or incorporate in Provider's quotations, invoices or otherwise, or which are implied by trade, custom or practice, provided that these Conditions and/or the Contract shall not supersede any existing services and/or goods agreement in place between and signed by both Parties prior to the Commencement Date to the extent that the terms of these Conditions and/or Contract conflict or are inconsistent with the terms of such services and/or goods agreement. Provider's acceptance of the Order shall be deemed conclusive evidence of Provider's acceptance of these Conditions.

3. TERM

The Contract will be deemed to have commenced on the Commencement Date and will continue until the delivery of the Goods or the provision of the Services (including the delivery of the Deliverables) is completed to the reasonable satisfaction of Client ("Term"), unless terminated earlier in accordance with the Conditions or unless otherwise stated herein.

4. TERMINATION

4.1 Without limiting its other rights or remedies, Client may dissolve or terminate all or part of the Contract:
(a) at any time, as of right and without any liability or termination fees, unless otherwise stated herein, by giving the Provider one month written notice;
(b) with immediate effect by giving the Provider written notice, if Provider acts in breach with any of its obligations related to confidentiality, data

protection, security, social regulations, ethics and business integrity, environment, conflict of interest and pharmacovigilance; and
(c) upon thirty days' notice in the event that Client receives notification that Provider undergoes (or will undergo) a transfer or sale of all or substantially all of its business, to which the Contract relates, whether by merger, acquisition, sale of stock, sale of assets or otherwise, and whether voluntary or involuntary, and by operation of law or otherwise.
4.2 If one Party acts in breach with its obligations under the Contract and such Party persists in any breach of its obligations and/or fails to remedy such breach, where the breach is capable of remedy, within ten days of receipt of a written notice to that effect from the other Party, the other Party shall have the right to terminate the Contract, effective at the end of such ten-day period.
4.3 On dissolution or termination of the Contract in whole or part for any reason:
(a) Provider shall immediately deliver to Client all Deliverables, whether or not completed, and return all Client Materials and Confidential Information;
(b) Client shall in no event be liable for damages of any kind arising out of, or in connection with, the termination of the Contract and Client shall only be obliged to pay for accepted Goods and/or Services delivered in compliance with the Contract up to the effective date of termination; and
(c) all rights, remedies and obligations of the Parties set forth herein that expressly or by their nature survive the expiration or termination of the Contract shall continue in full force and effect subsequent to and notwithstanding the expiration or termination thereof.

5. FINANCIAL CONDITIONS
5.1 PRICES Unless otherwise agreed in writing by Client:
(a) the price for the Goods shall be the price set out in the Order, or in absence thereof, the price set out in the Provider's published price list in force at the Commencement Date;
(b) the price of the Goods shall be inclusive of all costs and expenses (e.g. packaging, insurance and carriage); and
(c) the fee for the Services set out in the Order shall be the full and exclusive remuneration of the Provider and shall include all costs and expenses.
5.2 INVOICING Goods shall be invoiced on or at any time after completion of delivery. Services shall be invoiced on completion of the Services, unless otherwise agreed in writing by Client. Invoices shall: (i) include such information as may be requested at https://suppliers.sanofi.com/invoicing (including without limitation the purchase order number) and (ii) be issued in single copy, electronic format through the preferred invoice channel(s) defined at https://suppliers.sanofi.com/invoicing. Only invoices sent this way represent valid original invoices. Invoices that do not comply with the above requirements will not be processed and may be returned to Provider electronically; and shall be sent to the address(es) (all as notified to Provider by Client from time to time).
5.3 PAYMENT TERMS In consideration of the supply of Goods and/or Services by the Provider, Client shall pay the invoiced amounts within sixty days of the date of receipt of a correctly rendered invoice.
If any amount payable pursuant to or in connection with the Contract is not paid when it is due then that amount will bear interest at the rate of two per cent per annum over the base rate of the national central bank from time to time calculated on a daily basis for the period from the due date to the date of actual payment in full. Such interest for late payment corresponds to liquidated damages and shall be the only remedy due to Provider for late payment.

6. LIABILITY
Provider shall be liable to Client (including its personnel, representatives and Affiliates), customers and/or any third party related to Client for all injury, liabilities, direct and indirect damages or losses to the extent permitted by applicable laws, arising out of or resulting directly or indirectly from: (i) Provider's 's or any of its personnel', representatives', affiliates' or Subcontractors' work, or on account of or connected with the Goods and/or Services provided hereunder, (ii) breach by Provider or its personnel, representatives, Affiliates and Subcontractors of any obligation, warranty or condition or on account of or connected with the Goods and/or Services provided hereunder, including but not limited to breach by Provider of any of its representations or warranties hereunder, (iii) any defective work, non-compliant production process, quality or materials of any Goods supplied, or (iv) any infringement or alleged infringement of Third Party IPR.

7. INSURANCE
For the Term of the Contract, the Provider shall at its sole cost and expense maintain in force sufficient insurance to cover all liabilities that may arise under or in connection with the Contract and shall, on Client's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance. Provider shall notify Client in advance of any modifications, termination or suspension of such insurance.

8. FORCE MAJEURE
Neither Party shall be held liable for delayed performance or non-performance to the extent and for the period of time that it is prevented or delayed from fulfilling its obligations due to Force Majeure, provided that the non-performing Party: (i) notifies immediately in writing the other Party of an event of Force Majeure, (ii) mitigates the effects of the Force Majeure event and (iii) continues performance hereunder as soon as such Force Majeure event is removed. After ten consecutive days of suspension on the part of one Party due to Force Majeure, the other Party may, at its sole discretion, terminate the Contract or the relevant Order without further liability. Each Party will bear its own costs and expenses incurred during and in connection with the event of Force Majeure.

9. AUDIT
9.1 During the Term and for three years after the termination or expiration thereof, Provider shall make available to Client or its authorized auditors for audit at all reasonable times and upon prior written notice, all facilities, operations, procedures, systems, records, documentation, files and inventory relating to this Contract to ensure compliance of Provider and its Subcontractors with the terms and conditions of the Contract and any applicable laws and regulations.
9.2 Client or its authorized auditors will be entitled to have access to the Provider's premises and to any premises of the Provider's Subcontractors or agents where the Services are being performed. The Provider shall and shall ensure that its Affiliates, Subcontractors and agents cooperate fully with such audits.
9.3 Any audit shall be conducted at Client's expense, unless the audit demonstrates a breach of this Contract by Provider in which case Provider shall reimburse the totality of costs incurred by Client in performing the audit. Provider shall, at its own cost, immediately take all appropriate measures to implement any corrective and preventive action or recommendations identified through Client's audit within ten days of notification from Client. Provider's failure to implement the necessary corrective and preventive actions shall be deemed as a breach of the Contract. The audit performed by Client and any recommendations resulting from such audit shall not relieve Provider from any of its obligations or liabilities under the Contract.

9.4 In the event that any regulatory authority having jurisdiction over the operations of Provider carries out or gives notice of its intention to carry out any audit or inspection of Provider's operations, facilities, procedures and/or systems, which are used (in whole or in part) to provide the Services, Provider will notify Client in detail as soon as reasonably possible and provide details of the audit, any action taken or proposed or any report issued to the extent that such action or report relates (in whole or in part) to the provision of the Services under the Order.

10. CONFIDENTIALITY

10.1 A Party (the "Receiving Party") shall, during the Term and for a period of ten years after termination or expiration of the Contract, unless a longer period is permitted by applicable laws: (i) maintain as confidential and shall not disclose to any third party, nor use for purposes other than execution and only for the duration of the Order, any and all technical or commercial data, know-how, specifications, inventions, processes or initiatives and any other confidential information concerning the Disclosing Party's business, its products or services, which the Receiving Party may obtain in connection with this Contract and/or Order ("Confidential Information"), which have been disclosed either directly or indirectly, in written, oral, electronic or any other form, whether or not labelled as confidential by the other party (the "Disclosing Party"), and (ii) protect that Confidential Information with the same degree of care it exercises to protect its own Confidential Information (but in no event less than a reasonable standard of care) in order to prevent the unauthorized, negligent, or inadvertent use, disclosure, or publication thereof.

10.2 The Receiving Party may, however, disclose Confidential Information of the Disclosing Party to its own personnel or Subcontractors, having a need to know for the purposes of the Contract and/or Order, provided always that such personnel and Subcontractors have signed a non-disclosure agreement with similar and sufficient clauses protecting the disclosure of Confidential Information as contained herein or are otherwise bound by such a duty of confidentiality. Provider shall be fully liable in case of breach of the obligations of confidentiality by its personnel or Subcontractors.

10.3 The Receiving Party will, on the request of the Disclosing Party made at any time, or on expiry or termination of this Contract, whichever will occur first: (i) immediately cease all use of all Confidential Information and (ii) promptly return to the Disclosing Party (or at the Disclosing Party's option, destroy) all documents and other materials (and any copies) in the possession, custody or control of the Receiving Party that bear or incorporate any part of the Confidential Information received from the Disclosing Party and use commercially reasonable efforts to delete or expunge such documents and other materials from its back-up servers to the extent technically practicable.

11. INTELLECTUAL PROPERTY

11.1 Client will own all right, title and interest to the Deliverables, and any other materials, which are created, developed or delivered by Provider under the Contract, including, without limitation, documents, reports, information, data, artwork, ideas, concepts, business models, graphics, flowcharts, drawings, and tools in any form, shape, format or state of completion, including improvements and/or modifications to Client Materials (collectively the "Results"), with the exception of Provider's IPR. Accordingly, and except for Provider's IPR, Provider hereby unconditionally transfers to Client all Intellectual Property Rights in the Results and agrees to execute any document that may be necessary to accomplish such transfer. Provider will waive or procure a waiver of any moral rights in any copyright works transferred to Client under this Clause.

11.2 In respect of the Goods and any goods that are transferred to Client under the Contract, including without limitation the Deliverables, the Provider warrants that it has full clear and unencumbered title to all such Goods, and that at the date of delivery to Client, it will have full and unrestricted rights to sell and transfer all such Goods to Client.

11.3 Provider hereby grants to Client and its Affiliates an irrevocable, non-exclusive, worldwide, perpetual, royalty-free right and license under Provider's IPR to the extent required by Client and/or its Affiliates to exercise their full rights in the Results, including without limitation the enjoyment, use, modification, development and exploitation of the Results.

11.4 In the event that any Third Party IPR is necessary for the enjoyment, use, modification, development and/or exploitation of the Results by Client and its Affiliates, Provider warrants: (i) it has obtained all necessary licenses for any Third Party IPR used in its performance of this Contract, and will ensure that Sanofi will be entitled to use such Third Party IPR without any on-going obligation to pay license fees, royalties or other charges of any kind unless otherwise agreed in writing in advance with Sanofi; and (ii) should the need arise during the performance of the Order, it will inform Client forthwith and procure an irrevocable, non-exclusive, worldwide, perpetual, royalty-free right and license of such Third Party IPR for Client and its Affiliates, unless otherwise agreed in writing in advance with Client.

11.5 The Provider shall keep Client indemnified in full against all costs, expenses, damages and losses, whether direct or indirect, awarded against or incurred or paid by Client as a result of or in connection with any claim made against Client by a third party for actual or alleged infringement of a Third Party IPR arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services.

11.6 Nothing in these Conditions shall be construed as granting or providing Provider with any Intellectual Property Rights in any of Client Materials supplied by Client and/or its Affiliates under the Contract or Order, except for the limited right to use such information, documentation and/or Client Materials for the purpose of the providing the Services or supplying the Goods ordered by Client.

12. SPECIFIC PROVISIONS RELATED TO ORDER

12.1 <u>ORDER FORMALISATION - ORDER ACCEPTANCE - ORDER CHANGES</u> An Order constitutes an offer which may be withdrawn, cancelled, or amended by Client at any time before acceptance by Seller or as otherwise stated herein. The Order shall be deemed to be accepted on the earlier of: (i) Provider issuing written acceptance of the Order; or (ii) any act by the Provider consistent with fulfilling the Order, from which date the Contract commences (**"Commencement Date"**). If Provider is unable to accept an Order, it shall notify Client promptly. Client shall be entitled at any time to require deviation from, addition to, or omission of instructions or requirements for the Goods and/or Services (**"Change"**). If such Change shall make the Goods and/or Services more or less expensive than if performed in accordance with the original instructions or requirements, a fair and reasonable addition or deduction (agreed with Client in writing) may be made. No claim shall be allowed for any extra labour or material used by Provider in connection with a Change, unless the same has been approved in writing by Client. Acceptance of payment constitutes a waiver of all claims for extra Services and/or Goods furnished.

12.2 <u>ORDER PERFORMANCE</u> Provider acknowledges that time is of the essence for the conduct of the Services or delivery of the Goods and hereby undertakes to carry out the Services/deliver the Goods in a timely and efficient manner and in accordance with the timeframe as described in the relevant Order. Provider shall inform Client in writing as soon as Provider anticipates any delay in the performance of the Services or delivery of the Goods, indicating the reason(s) for the delay. In addition, Provider shall and shall cause any Subcontractor to:

(a) comply with the terms of the Order, all applicable laws and regulations, the best professional and industry standards;

(b) deploy the necessary equipment, capacity, skill, experience and resources to carry out the Services/deliver the Goods;

(c) n the event that Client notifies Provider of any Client internal policies and/or procedures that are relevant to the Services/Goods in advance, either comply in full with such policies and/or procedures or ensure that Provider's own internal policies and procedures are consistent with such Client policies and/or procedures;

(d) before the Commencement Date obtain, and maintain during the Term, all licenses, approvals, authorisations and consents necessary for Provider to provide the Services/deliver the Goods in accordance with these Conditions;
(e) keep Client regularly informed of the progress of the Services, including promptly informing Client in the event Provider becomes aware of any circumstance which may prevent Provider from performing the Services/delivering the Goods and/or fulfilling its obligations under this Contract; and
(f) maintain and supply Client from time to time upon request with such information (including copies of relevant documents and other materials) as Client may reasonably request in relation to provision of the Services/delivery of the Goods and/or performance of its obligations under the Contract.
Provider acknowledges Client's social impact strategy that aims at building a healthier, more resilient world by ensuring access to healthcare where any interruption or suspension of any Order performance may have critical adverse consequences for Client and for the continuity of its business. Provider undertakes to continue at all times the performance of the Order by all possible means, including maintaining an up-to-date business continuity and disaster recovery plan as necessary.
12.3 ACCEPTANCE OF GOODS AND/OR SERVICES Client shall have the right to inspect the Goods and Services, including the right to verify the quantity of Goods actually shipped, at the delivery point, for a period of thirty calendar days from their actual receipt at the delivery point, before tendering payment or accepting the Goods. Failure to inspect within thirty calendar days after actual receipt of the Goods shall constitute a waiver of Client's rights of inspection and shall be equivalent to acceptance of the Goods. Such failure to inspect shall not, however, limit any Client's rights under these Conditions.
12.4 PLANNING – DELAYS - PENALTIES The Provider shall owe Client a penalty, payable on demand, of one percent of the full invoice value of the relevant Order for each day that delivery date(s) or term(s) are exceeded, to a maximum of hundred percent. The foregoing is without prejudice to Client's other rights, including but not limited to the right to suspend or dissolve the Contract or Order and to full compensation for damages pursuant to Clause 6.
12.5 INFORMATION SECURITY AND QUALITY MEASURES Provider shall comply and shall procure that each of Provider's personnel and permitted subcontractors shall comply at a minimum with the information security and quality measures provisions currently set out in https://suppliers.sanofi.com/en/standards-and-procedures as amended by Client from time to time. Such terms are hereby incorporated herein by reference and the Parties expressly commit to comply with them.
12.6 PHARMACOVIGILANCE Where the Order is related to a Client' product, specific pharmacovigilance requirements will apply. In this case, Provider and Client shall comply with the terms of the applicable pharmacovigilance Clause currently available at https://suppliers.sanofi.com/en/standards-and-procedures as amended by Client from time to time. Such terms are hereby incorporated herein by reference and the Parties expressly commit to comply with them.
12.7 WARRANTIES In addition to all other representations and warranties of Provider set forth herein, Provider represents and warrants to Client and its customers that all Goods and Services to be delivered under the Order and at least for the duration of the Warranty Period, will be of merchantable quality, free from any latent or patent defects in design, materials or workmanship, will conform to the Specifications, descriptions and samples, will conform to the requirements of the Order and will be safe for their intended use. Without prejudice to any other right or remedies Client may have under the Contract or applicable laws if the Provider fails to deliver the Goods and/or fails to perform the Services by the applicable date, Client may at Client's discretion: (i) refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Provider attempts to make; (ii) request reperformance, correction or replacement of the Goods or Services by Provider at Provider's cost; (iii) recover from the Provider any costs incurred by Client in obtaining substitute Goods and/or Services from a third party; and (iv) where Client has paid in advance for Services and/or Goods have such sums refunded by the Provider. If the Provider has delivered Goods or Services that do not comply with the undertakings set out in the Order, Client may, in addition to the rights under this Clause reject the Goods, in whole or in part, whether or not title has passed and return them to the Provider at the Provider's own risk and expense and require the Provider to repair or replace the rejected Goods. These conditions shall extend to any substituted or remedial Services and/or repaired or replacement goods supplied by the Provider. At any time Services or Goods disruption occurs and is not reassumed within seven calendar days, Client may, at its option and without prejudice to any other rights or remedies under these Conditions or the relevant Order, undertake performance itself or by a third party of own choice with Provider's cooperation and assistance, if required. Provider shall bear all costs incurred by the implementation of the chosen remedy.
12.8 DELIVERY - TRANSFER OF OWNERSHIP AND RISKS Unless subsequently agreed in writing to the contrary, all quantities of ordered Goods shall be shipped to the concerned site of delivery by Provider in accordance with the Delivery Duty Paid (DDP) Incoterms® 2020, and in accordance with the Specifications. All Goods shall be delivered in a single lot, unless stated otherwise, be suitably packed or otherwise prepared for shipment having due regard to the nature of the Goods and the method of shipment, so as to comply in all respects with all relevant laws and regulations, secure the most competitive transportation rates and meet the requirements of the carrier (who may be nominated by Client) to ensure safe shipment. Each container containing Goods must be marked or accompanied by a delivery note to show the order date, quantity, order number, contents (including code number of the Goods, where applicable), any special storage conditions, Provider's name and if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered. A packing sheet showing this information and any special instructions relating to the safe handling of the Goods shall be included in each package. Client's determination of count or weight shall be conclusive. Provider shall, at its own expense, procure any import and/or export licence or other authorisation necessary for the delivery of the Goods and shall provide the certificate of origin and any other documents which Client may require for the purpose of taking delivery, and evidencing ownership, of the Goods. Provider shall inform Client of any requirements for access that Provider may have to allow for the Goods and/or Services to be delivered in accordance with the Order or any Specifications. Provider shall be liable for all of Client's costs, losses or expenses arising from late delivery in accordance with the Contract caused by a failure to inform Client of any delivery requirements. The agreed in an Order delivery time will be of the essence. Where any delay in delivery can be anticipated or, in the case that delivery is delayed, Provider must notify Client of the delay as soon as they are aware of that fact and, in any event, not fewer than seven calendar days before the delivery time. Title and risk of loss to Goods delivered hereunder will transfer to Client upon acceptance by Client at the delivery point.
12.9 RULES APPLICABLE IN THE EVENT OF ON-SITE ACTIVITIES Provider shall and shall cause all its personnel and any Subcontractor to comply with all Client's site rules notified to it by Client, all other health, safety, hygiene and environmental requirements, and all industry standards. Any Providers equipment remains at all times at Provider's risk, who shall insure such equipment against all risk of loss or damage. Client accepts no liability for any loss of or damage to Provider's equipment, however caused, including through Client's negligence. Provider shall perform any on-site activities with utmost care and in a way that the work and safety of others are not jeopardised. Provider undertakes to immediately inform Client in case of an event which may generate a risk for the environment, health and/or safety of personnel or equipment. Without prejudice to any other right or remedy which Client may have, in case of breach by Provider of its obligations under this Clause, Client will be entitled to request immediate eviction of any Provider's personnel or Subcontractor and/or terminate the Order.

13. ADDITIONAL PROVISIONS

13.1 PERSONAL DATA PROTECTION Under this Clause, the Parties agree that the terms “Personal Data”, “Controller”, “Processor”, “Processing”, “Applicable Data Protection Law”, “Services” and “Order” shall have the meaning assigned to them in the Data Processing Agreement (if applicable) or otherwise the meaning assigned to them in these General Terms and Conditions or, as the case may be, in the applicable law. Each Party shall, with regards to its own respective Processing activities for which it acts as a Controller, comply with its own obligations under Applicable Data Protection Law. The Parties agree that, for the purposes of performing the Order under these General Terms and Conditions, PROVIDER does not process Personal Data on behalf of Client. However, to the extent that PROVIDER processes any Personal Data on Client’s behalf within the scope of the Order or should PROVIDER identify the fact that, during the performance of the Order, PROVIDER is processing Personal data on Client’s behalf (in such case, PROVIDER shall immediately inform Client thereof), such Processing shall be governed by the terms of the Data Processing Agreement currently available at the following address and as amended by Client from time to time https://suppliers.sanofi.com/en/standards-and-procedures. Such terms are hereby incorporated herein by reference and the Parties expressly commit to comply with them. Where the performance of the Order under the General Terms and Conditions benefits affiliates of Client, either directly or through the signature of any relevant documentation (e.g. statement of work, purchase order, etc.), the Parties expressly agree that each Client affiliate shall be regarded as a Controller independently in its own right.

13.2 GLOBAL COMPACT - ANTI CORRUPTION - CONFLICT OF INTEREST - TRANSPARENCY-RESTRICTED PARTIES SCREENING-CONFLICT MINERALS

Global Compact. Client is a member of the Global Compact established by the United Nations https://www.unglobalcompact.org and has undertaken to support and apply certain fundamental principles in the fields of human rights, working conditions, the environment and anti-corruption. Relations with Client at the time of any Order are contingent upon Provider’s respect for this same principles as well any specific code of conduct f) and the Sanofi Code of Ethics http://www.codeofethics.sanofi/ Provider undertakes to respect these principles and/or codes of conduct during the performance of the Order and set up sufficient internal procedures, tools and measurement indicators necessary to guarantee compliance with these principles. It authorizes Client to assess the effectiveness of these, itself or through a third part approved by the two Parties.

Anti-Corruption. Provider undertakes to comply with all applicable national and international laws and regulations regarding the prevention of and fight against corruption and influence peddling. This commitment must be extended, by Provider to all the third parties to whom Provider may subcontract all or part of the Order. Provider undertakes to never propose to Client’s employees any sum of money, gifts, loans, rebates or valuable objects.

Conflict of interests. Provider declares that on the proof of receipt date of the Order Form formalizing the Order, no conflict of interests (hereinafter the “Conflict of Interests”) exists to affect or that is likely to affect the performance of the Service(s) or the supplying of the Goods due to these interests conflicting with their proper realization to the detriment of Client’s interests. In addition, Provider undertakes to declare any Conflict of Interest arising during performance of the Order. In this event, Client shall have the right to exercise its right of termination under the conditions provided for in the General Conditions of Purchase.

Transparency. In the event applicable to Provider, Client shall make public the existence of this Order together with any amounts of costs paid within the framework of the Order in accordance with the prevailing legal and regulatory provisions relating to the transparency of personal connections. **Restricted Parties Screening.** Provider shall comply with any and all applicable trade regulations (including but not limited to those on embargo and embargoed countries) and shall take all the necessary measures not to work with entities or individuals who are on any (national or international) sanctions and similar restrictions lists.

Conflict Minerals. Provider shall not use, and shall not allow to be used, any (a) cassiterite, columbite-tantalite, gold, wolframite, or the derivatives tantalum, tin or tungsten (“Initial Conflict Minerals”) that originated in the Democratic Republic of Congo (“DRC”) or an adjoining country, or (b) any other mineral or its derivatives determined by the Secretary of State to be financing conflict pursuant to Section 13p of the Securities and Exchange Act of 1934 (“Additional Conflict Minerals”, and together with the Initial Conflict Minerals, “Conflict Minerals”), in the manufacturing of any Product that is implied in the performance of the Order. Notwithstanding the foregoing, if PROVIDER uses, or determines that it has used, a Conflict Mineral in the manufacturing of any such Product(s), PROVIDER shall immediately notify CLIENT, which notice shall contain a written description of the use of the Conflict Mineral, including, without limitation, whether the Conflict Mineral appears in any amount in the Product(s) (including trace amounts) and a valid and verifiable certificate of origin of the Conflict Mineral used. PROVIDER must be able to demonstrate that it undertook a reasonable country of origin inquiry and due diligence process in connection with its preparation and delivery of the certificate of origin.

13.3 REQUIREMENTS PURSUANT TO SOCIAL REGULATION Provider shall comply with Client’s Supplier Code of Conduct which can be found at https://suppliers.sanofi.com/en/dam/jcr:8ba5b9b2-8794-4008-9e94-81335ff49465/Supplier%20Code%20of%20Conduct-V2.pdf

13.4 ENVIRONMENT Provider shall and shall procure that the personnel of Provider and its Subcontractors comply with all applicable laws, ordinances, permits, regulations of governmental authorities, insurance rules and instructions applicable to their respective obligations in the performance of the Order, including all environmental protection rules and regulations, relating notably to chemicals and classified facilities as well as REACH Regulation (EC 1907/2006, CPL Regulation (EC 1272/2008), BPR Regulation (EU 528/2012), IED Directive 2010/75/EU.

14. MISCELLANEOUS

14.1 TRANSFER-ASSIGNMENT The Provider shall not assign or transfer in whole or in part its rights or obligations under the Contract without the prior written consent of Client, which consent shall not be unreasonably withheld. Provider and assignee shall be jointly and severally liable. Client may assign this Contract to an Affiliate and to a successor to its business (whether by merger, a sale of all or substantially all of its assets relating to the Contract, a sale of a controlling interest of its capital stock, or otherwise). Subject to the provisions of this Clause, the Contract shall be binding upon the successors and assigns of the Parties.

14.2 SUBCONTRACTING Should performance of the Services require Provider to subcontract all or any portion of the Services to a Subcontractor, Provider agrees that it shall only engage a Subcontractor for whom Provider has received Client’s prior written authorization. The subcontracting of any part of the Services by Provider shall not relieve Provider from any of its obligations under the Contract. Provider and Subcontractor shall be jointly and severally liable.

14.3 LANGUAGE The whole text of these Conditions has been written in English. In case of discrepancies between the English text version of these Conditions and any translation hereof, the English version shall prevail.

15. GOVERNING LAW AND DISPUTE RESOLUTION

15.1 GOVERNING LAW The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with, Danish law without recourse to its conflict of laws rules. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to the Contract.

15.2 DISPUTE RESOLUTION The Parties irrevocably submit to the exclusive jurisdiction of the District Court of Copenhagen.