SANOFI VACCINES US INC.
NON-PRESCRIPTION PRODUCTS - TERMS AND CONDITIONS OF SALE
Revision Date: December 2, 2025

ARBITRATION

- All Claims and disputes arising under or relating to this Agreement are to be exclusively and finally determined by binding arbitration in the state of New York, or another location mutually agreeable to the parties, there shall be no right or authority for any Claims to be arbitrated on a class action basis, and there shall be no entitlement to join or consolidate claims. The arbitration shall be conducted on a confidential basis pursuant to the Commercial Arbitration Rules of the American Arbitration Association, or if applicable, under its Procedures for Large, Complex Commercial Disputes. Any decision or award as a result of any such arbitration proceeding shall be in writing and shall provide an explanation for all conclusions of law and fact and shall include the assessment of costs, expenses, and reasonable attorneys' fees. Any such arbitration shall be conducted by an arbitrator experienced in areas of law applicable to the asserted Claims, and shall include a written record of the arbitration hearing. The parties reserve the right to object to any individual who shall be or has been at any time employed by or affiliated with a competing organization or entity. An award of arbitration may be confirmed in a court of competent jurisdiction. This arbitration shall be governed by, and construed in accordance with, the laws of the state of New York without giving effect to the choice of law principles thereof.
- Definition of Claims. As used herein, "Claims" shall mean any and all liabilities, disputes and expenses whatsoever including, without limitation, claims, adversary proceedings (whether before a court, administrative agency or any other tribunal), damages (whether compensatory, multiple, exemplary or punitive), judgments, awards, penalties, settlements, investigations, costs, responses to subpoenas or other governmental directives and reasonable attorneys' fees and disbursements with respect to any claims that may be sustained, suffered or incurred by a Party hereto.

APPLICABLE LAW

- This agreement shall be deemed to have been executed and delivered in Swiftwater, Pennsylvania. Except as otherwise provided herein, this agreement and all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the internal laws of the Commonwealth of Pennsylvania, including the Uniform Commercial Code as enacted in that jurisdiction, without giving effect to the principles of conflicts of law thereof.
- The jurisdiction and venue of any legal proceedings for the resolution of disputes arising under or in connection with this agreement shall be in the federal or state courts of the Commonwealth of Pennsylvania. In any suit by Sanofi for nonpayment or breach of contract, Sanofi shall be entitled to recover all costs of suit, including reasonable attorneys' fees and an interest fee of the lesser of 1.5% per month or the maximum permissible rate.
- In the event that any one or more of these Terms and Conditions is held invalid, illegal, or unenforceable, such provision or provisions shall be severed, and the remaining Terms and Conditions shall remain binding and effective.
- Waiver by Sanofi of any breach of these Terms and Conditions shall not be construed as a waiver of any other breach, and failure to exercise any right arising from any default hereunder shall not be deemed a waiver of such right which may be exercised at any subsequent time.

CUSTOMER ELIGIBILITY

- The following Customers are eligible to purchase products directly from Sanofi, including but not limited to licensed wholesalers and physician distributors (collectively hereinafter "distributors"); federal, state, and local government entities; physicians and nurse practitioners in private practice; pharmacies; hospitals, clinics, and contract Customers. Customer is responsible for providing a valid commercial address for product shipment. Sanofi does not ship product to residential addresses. Customer data, such as State License Number (SLN), Drug Enforcement (DEA), Healthcare Industry Number (HIN), etc. will be routinely updated as necessary based on multiple publicly available sources.

CLAIMS FOR LOSS OR DAMAGE IN SHIPMENTS

- Claims for loss, shortage, breakage, leakage, or other damage occurring in transit must be submitted to Sanofi at its headquarters within 10 days from date of invoice, for replacement or credit of affected product(s), which includes but is not limited to vaccines, in accordance with the Merchandise for Return section. The sole and exclusive remedy of Customer is Sanofi credit or replacement, as applicable, of

affected product(s); Customer agrees that no other remedy (including, but not limited to, incidental, consequential, or other damages of any kind) shall be available. Loss, shortage, breakage, leakage, or other damage claims must also be accompanied by freight bill with notation by the common carrier of the loss, shortage, breakage, or damage, or accompanied by the carrier's concealed loss or damage report where the loss is of a concealed nature. Where loss, shortage, breakage, leakage, or other damage has occurred in transit, Customer agrees to cooperate fully with Sanofi in Sanofi's effort to establish a claim against the transportation company. Claims submitted without appropriate documentation will be denied.

CORRESPONDENCE

- All communication relative to order fulfillment should be directed to Customer's Sanofi Representative, Customer Service via www.vaccineshop.com at any time, or via phone toll-free at 1-800-VACCINE (1-800-822-2463), Monday through Friday, between 8:30 AM and 6:00 PM Eastern Time.

CUSTOMER CLAIMS

- All claims involving discounts, pricing, credits, or returns, must be reported to Sanofi's headquarters within 6 (six) months from the date of invoice for the purchase in question. Inappropriate deductions taken from Customer payments, including but not limited to those made after this deadline, will be reflected against the account and could jeopardize future shipments on open terms. (Claims concerning chargebacks or for loss, shortage, leakage, breakage, or other damage occurring in transit are covered elsewhere in these Terms and Conditions and are excluded from this provision.)

CUSTOMER REPORTS

- Customer shall comply with all applicable federal and state laws, rules, and regulations. As part of the cost reporting process or otherwise, Customer may be obligated to report and provide information concerning any discounts or rebates provided by Sanofi pursuant to 42 U.S.C. § 1320a-7b(b)(3)(A) and/or 42 C.F.R. § 1001.952(h)(1), other federal or state laws, or agreements with third-party payers.

CONTRACT CUSTOMERS

- In the event that Customer has entered into a written contract with Sanofi, and in the event any of the Terms and Conditions set forth herein conflict with those contained in such contract, the Terms and Conditions of the contract shall prevail.

DATED PRODUCTS

- All of the products listed in the Sanofi Catalog or supplemental price lists carry an expiration date. Products are not to be used after the expiration date printed on the product label.

FORCE MAJEURE

- Sanofi shall not be liable for delays in shipment, reductions of shipment amounts or default in delivery for any cause beyond its reasonable control including, but not limited to (a) an actual or potential national shortage of any product(s); (b) actions by federal, state or local governmental agencies, units, bodies, or officials relating to an actual or potential national shortage of any product(s), including but not limited to orders, guidelines, recommendations, or requests to limit, alter or change product sales or distribution or to limit the persons who should be vaccinated; (c) government action (to the extent such action is not covered by the preceding subparagraph), public health emergencies, pandemic, war, riots, civil commotion, embargoes, acts of terrorism or martial laws; (d) Sanofi's inability to obtain necessary materials from its usual sources of supply; (e) shortage of labor, raw material, production or transportation facilities, or other delays in transit; (f) labor difficulty involving employees of Sanofi or others; (g) fire, flood or other casualty; (h) Acts of God; or (i) other contingencies of manufacture or shipment. In the event of any delay in Sanofi's performance due in whole or in part to any cause beyond its reasonable control, Sanofi shall have such additional time for performance as may be reasonably necessary under the circumstances. If by reason of any such force majeure event, the quantities of any product(s), or any other materials used in the production thereof, reasonably available to Sanofi shall be less than its total needs to fulfill orders or reservations for product(s), Sanofi may allocate its available supply of any such product(s) among its existing or prospective buyers and/or its affiliates in such manner as Sanofi deems proper, without thereby incurring liability for failure to perform under any applicable agreement.

FORMULAE

- The formulae shown in the Sanofi Catalog are those in use at the time of publication. Sanofi reserves the right to make changes without notice whenever advances in medical science or therapeutic knowledge justify such action. Such changes and those made necessary by revisions of the U.S.P./N.F. standards make it necessary that Customers be cautioned to rely upon the label statements appearing upon the package rather than the Sanofi Catalog information.

LIMITATION OF REMEDIES

- Sanofi shall not be liable for incidental or consequential losses, damages or expenses, directly or indirectly arising from the sale, handling, use or misuse of the goods, or from any other cause with respect to the product(s) contracted for in this agreement, whether such claim is based upon breach of contract, breach of warranty, negligence, strict liability in tort, or any other legal theory.

MERCHANDISE FOR RETURN

- All returns must comply with federal and state laws and regulations. With the exception of the products listed below, Sanofi offers credit (credit based on exact amount returned and the invoice purchase price that is net of prompt pay or other discount(s)) upon expiration on all full and open box Sanofi product(s) (Partially filled multi-dose vial returns are counted at 25, 50, & 75 percent intervals) directly purchased from Sanofi that are returned within 1 year after the expiration date. Beyfortus is available for return upon expiration. All expired product(s) must be shipped prepaid to Sanofi c/o Inmar, Inc. 3845 Grand Lakes Way, Suite 125, Grand Prairie, TX 75050. Collect shipments will not be accepted. All returns must have a Return Authorization form completed on the Inmar portal at https://returns.healthcare.inmar.com. Please contact Customer Service for instructions on returning product due to physical defect or for purchases not made directly from Sanofi. All product(s) manufactured by Sanofi and returned to Sanofi at Inmar, Inc. will be destroyed. If Customer has any questions regarding the Return Authorization or Return Goods Policy, please contact Customer Service at Sanofi 's headquarters at 1-800-VACCINE (1-800-822-2463).
    - The Return Goods Policy is subject to change without prior notification, and does not provide any return rights for:
        - Any of the Fluzone®, Influenza Vaccines and Flublok®, Influenza Vaccine, subject to certain contractual, promotional, and program exceptions;
        - Imogam® Rabies-HT, Rabies Immune Globulin (Human) USP, Heat Treated
        - YF-VAX®, Yellow Fever Vaccine
- Fluzone®, Influenza Vaccines and Flublok®, Influenza Vaccine permitted returns, if defined in customer contract:
    - Direct purchases of Influenza vaccines may be returned within 180 days of expiration for Federal Excise Tax credit.
    - Customers have the ability to return a percentage of their shipped influenza reservation based on the below terms for each Influenza season:
        - 15% returnability of shipped influenza reservation by presentation Fluzone, Fluzone High Dose and Flublok or at contract terms, if applicable.
- Sanofi reserves the right to designate additional specific products or product configurations as not returnable for exchange or credit.
- Further, Sanofi shall not be responsible for, and shall not accept returns of, product(s) adversely affected by force majeure conditions, including but not limited to power outages, flood or other utility or weather-related occurrences.
- Product(s) not purchased directly from Sanofi should be returned to the site of purchase under their terms of sales. Indirectly purchased product(s) can be returned to Sanofi upon expiration for destruction only.
- Sanofi Representatives are not permitted to deliver or pick up product(s) from Customer for return. Sanofi Representatives may offer information about the return policy; however, the ultimate decision and the responsibility for selecting the items and making the return rest with the Customer.
- Sanofi product(s) supplied through the federal Vaccines for Children program or any other government program contract where product(s) are purchased under special conditions will not be exchanged or replaced. Sanofi will continue to accept these product(s) for proper disposal.
- For product(s) not manufactured by Sanofi, product(s) will be accepted for return according to the manufacturer's policy.

ORDERS

- To order or learn more about special offers, please contact a Sanofi Representative, log onto www.vaccineshop.com[a] at any time, or call Customer Service, toll-free, at 1-800-VACCINE (1-800-822-2463), Monday through Friday, between 8:30 AM and 6:00 PM Eastern Time.
- Upon reservation, confirmation, and ordering of product, Customer commits to purchasing the amount and type of product reserved/confirmed/ordered specified.
- Confirmed influenza reservations are non-cancellable.
- Actual delivery shall occur and title to merchandise sold will pass to Customer upon delivery at Customer's destination. All shipments are made by common carrier and additional charges apply for specially requested overnight shipments. Should Customer have a question regarding Customer shipment, please contact a Sanofi Representative or call Customer Service at Sanofi 's corporate headquarters, toll-free at 1-800-VACCINE (1-800-822-2463), Monday through Friday, between 8:30 AM and 6:00 PM Eastern Time.
- If Customer orders within 1 month for any individual product(s) are in excess of 150% of the Customer's average monthly purchases calculated over the previous 6 months, then Sanofi reserves the right to reduce, defer, backorder, not accept, or fulfill such orders.
- If Customer does not have an established ordering pattern of monthly purchases for individual product(s), then Sanofi reserves the right to evaluate the purchase and establish a maximum quantity that will be supplied.
- All orders are subject to acceptance by Sanofi at its corporate headquarters.
- Entire Agreement. Acceptance of orders, whether oral or written, is based on the express condition that Customer agrees to all of the Terms and Conditions contained herein. Acceptance of delivery by Customer will constitute Buyer's assent to these Terms and Conditions. These Terms and Conditions, together with any terms on the face side hereof [or in any document executed simultaneously by Sanofi and Customer], represent the complete agreement of the parties, and no terms or conditions in any way adding to, modifying, or otherwise changing the provisions stated herein, including by custom, usage of trade, or course of dealing or performance, shall be binding upon Sanofi unless made in writing and signed and approved by an officer of Sanofi . No modification of any of these terms will be affected by Sanofi 's shipment of product(s) following receipt of Customer's purchase order, shipping request, or similar forms containing printed Terms and Conditions conflicting or inconsistent with the terms herein.

OUR GUARANTY

- Sanofi guarantees that any product(s) comprising any shipment or other delivery made by Sanofi shall not be, at the time of such shipment or delivery, adulterated or misbranded within the meaning of the Federal Food, Drug, and Cosmetic Act, as amended and in effect at the time of said shipment or delivery (the "Act"), or within the meaning of any applicable state or local law in which the definitions of adulteration or misbranding are substantially the same as those contained in the Act; and such merchandise is not, at the time of such shipment or delivery, merchandise which may not be introduced into interstate commerce under the provisions of sections 404 or 505 of the Act; and such merchandise is merchandise which may be legally transported or sold under the provisions of any other applicable federal, state, or local laws, rules or regulations. Notwithstanding the foregoing, no guarantee is made with respect to merchandise which becomes adulterated or misbranded within the meaning of the Act by reason of causes beyond the control of Sanofi.
- THE WARRANTIES DESCRIBED IN THIS SECTION AND IN SANOFI 'S TERMS AND CONDITIONS OF SALE FOR PRODUCTS ARE THE SOLE AND EXCLUSIVE WARRANTIES OFFERED BY SANOFI REGARDING PRODUCTS SOLD HEREUNDER. ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED.

PAYMENT TERMS

- Invoices should be paid in full within 30 days (or at contract terms, if applicable) of the invoice date. Sanofi reserves the right to charge a fee of the lesser of 1.5% per month or the maximum permissible rate if payment is not received within terms.
- Customers who have prepayment status are required to make payment prior to their order being processed.
- Regardless of Sanofi 's terms offered above, if the cash discount due date falls on a Saturday, Sunday, or a federal or bank holiday, the discount is considered earned if payment is received no later than the next banking day.
- Customer shall be responsible for paying all applicable federal, state, and local taxes and excises in effect at the time product is shipped by Sanofi.

- Federal Excise Tax is not subject to any discounts. Payment may be sent to the remittance address indicated on the invoice. Payment by check is recognized when received at the lock-box address indicated on the invoice. MasterCard®, VISA®, Discover®, and American Express®, Electronic Check Payment at www.vaccineshop.com and check by phone are accepted as payment for purchases. All accounts shall be paid in United States Dollars.
- ACH Payment: If customer selects ACH as their payment option, Sanofi requires direct ACH payment from customers. Sanofi will not accept payment via a third party that requires a fee for transaction. If customer elects to use a third party with a fee, the customer is accountable for paying any such fee.
- Arrangements for establishing payment via Electronic Fund Transfer may be made by contacting Credit Services at 1-800-VACCINE (1-800-822-2463).

CREDIT TERMS

- Sanofi reserves the right to charge fees to those customers associated with the collection process. Fees may include but not be limited to litigation cost, dunning, returned check/ACH/Wire transfers, or credit card decline charges.
- All new and existing customer accounts are subject to the review of the Credit Services department and any customer account given credit terms is at the sole discretion of the Credit Services department and subject to change without prior notification.
- Any account that exhibits a poor or negligent (delinquent) payment history may have terms removed and will need to prepay for orders or reservations and/or be subject to the next steps in the collection process including third party collections and litigation.
- Customer becomes subject to account closure upon being sent to third party collections.
- Accounts that have prepayment terms can be reviewed at the customer's request once a successful payment history has been established and will be based on a credit check. (This process will take a minimum of 6-12 months.)
- Fluzone Performance Credits that remain open on account(s) for greater than 18 months are subject to forfeiture.
- Sanofi reserves the right to apply open credits to all accounts with open invoices and/or open debit balances.
- Dormant accounts (inactive) that have credit balances in excess of 2 years will be subject to the escheatment process.

GENERAL CREDIT AND REFUND REQUIREMENTS

- Sanofi may, at its discretion, process a Credit Transaction when a valid Transaction was previously processed and the Cardholder either cancelled the Transaction later or returned the goods.
- Sanofi will not reverse credit card payment transactions unless Sanofi is at fault. **It may take up to 30 days for the issuing bank to pass the credit along to the customer**. Customer should contact their issuing bank to see what their policy is regarding refunds to credit cards.
- Customers who have a credit open on account can request a refund check as long as there are no past due invoices open on account.

PRICES

- Orders will be invoiced at prices in effect at the time that Sanofi accepts the order unless a Sanofi program states otherwise.
- All prices are subject to change without notice.
- Please address all requests for price quotations to a Sanofi Representative or call Customer Service at 1-800-VACCINE (1-800-822-2463).
- Customer shall comply with all applicable federal and state laws, rules, and regulations. As part of the cost reporting process or otherwise, Customer may be obligated to report and provide information concerning any discounts or rebates provided in the purchase of product(s) pursuant to 42 U.S.C. § 1320a-7b(b)(3)(A) and/or 42 C.F.R. § 1001.952(h)(1), other federal or state laws, or agreements with third party payers.

STORAGE AND HANDLING

- Customers taking physical possession of Sanofi product(s) are fully responsible for complying with all applicable federal, state, and local laws and regulations relating to the storage, handling, and distribution of such products.

[a] The purchase of any product(s) that are not manufactured or distributed by Sanofi shall be governed by the then current VaxServe, Inc. Terms and Conditions of Sale, which are available upon request or may be found at www.vaxserve.com.