

CONSIGNEE

GENFAR S.A.

TERMS AND CONDITIONS

1. Purpose. The Supplier hereby agrees to manufacture, sell, deliver, provide and/or render to Genfar S.A. (hereinafter referred as #Genfar#) the products and/or equipment and/or services related to this purchase order (hereinafter defined as the #Product(s)# or #Service(s)# individually and the #Product(s)/Service(s)# for those obligations applicable to both Products and Services), within the periodicity, in the quantities, dates, and with the specifications and prices stated in the corresponding production forecasts and in the purchase orders, subject to the terms set forth herein, and all applicable laws, unless otherwise agreed in a separate written document by the parties. The Supplier shall provide, along with the Products/Services, when deemed necessary, the corresponding certificates of analysis, warranties, manuals, as well as any other document necessary to secure the appropriate execution of the purchase order.

2. Firm Orders and Forecasts. Genfar shall provide the Supplier with firm purchase orders (hereinafter the #FPO#) for its planned requirements of Products/Services not later than three (3) months prior to the delivery date, as applicable. All orders shall be confirmed by the Supplier in writing at the latest three (3) working days after receipt of each FPO. Should the quantities of Products required by Genfar in the FPO exceed in more than 100% the forecasted quantities, the Supplier shall make its best efforts, but shall not be obliged, to supply said quantities in excess.

3. FPO Fulfilment. The Supplier shall meet the delivery dates and the quantities indicated in the FPO for all and each of the shipments of Product/Service, it being understood that timely delivery is of the essence. An FPO will be deemed fulfilled by the Supplier if the following conditions are met: (i) the Product arrived on the agreed delivery date in the FPO with a tolerance of more or less 10% of the required quantity for materials imported capable of inventory, 5% for materials local capable of inventory and of 0% for bottles with printed labels. Notwithstanding the above, in no event differences in weight exceeding 1% of the indicated in the FPO will be accepted for Products; (ii) the Product/Service arrived/was delivered on the agreed



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delivery date in the FPO with the tolerance in time agreed by the parties; (iii) the required documentation is complete and has arrived at the delivery place within the time stated by Genfar in the FPO; and, (iv) remaining shelf-life is superior or equal to the shelf-life of each Product documented in its technical specification. If any circumstance is foreseen to occur or if any circumstance occurs that could result in any delivery delay or significant variation in quantity in excess of the tolerances foreseen herein, the Supplier shall immediately inform Genfar thereof promptly and provide the details that justify such delay.

3.1. In case the Supplier fails to deliver, or is aware that it will not be in a position to deliver/render any Product/Service within the term indicated in the FPO, it shall inform Genfar of this situation. In such event, Genfar shall be entitled to: (i) suspend any payment while delay persists, (ii) cancel the FPO due to breach of its terms, (iii) purchase from another source the Product/Service in similar conditions as those set forth in the FPO, if feasible. The Supplier undertakes to contribute with Genfar in order to find such alternative source, and, as the case may be, to provide Genfar with the technical assistance that may be necessary, and in any case, to pay the additional costs, at Genfar’s discretion, incurred in the use of such source to supply the lack of Product/Service as soon as possible.

4. Safety stock. In the case of Products, the Supplier agrees to keep at any time during the term of the commercial relationship, a #safety stock# of at least the quantities specified by Genfar in the FPO (hereinafter the #Safety Stock#). The content of the #Safety Stock# shall be replaced by the Supplier with Product recently manufactured Product, as stated in the FPO.

5. Delivery. Except as otherwise agreed in writing by the parties, the Supplier shall deliver/render the Products/Services in the place mentioned in the FPO and under the Incoterm stated therein. Title and risk of loss or damage to Product shall pass to Genfar in accordance with the Incoterm agreed. Genfar shall receive the Product only if delivery is made after release by the Supplier’s quality control unit and is accompanied by a certificate of analysis signed by an authorized representative of the Supplier. In those cases in which the parties had agreed that delivery will take place in the distribution centers of Genfar, the last week of each month no deliveries of goods will be accepted in such distribution centers of Genfar or its affiliates or related entities, unless otherwise agreed.

5.1. For Products coming from abroad, according to Article 121 of the Decree 2685 of 1999 (Colombian custom regulation), or any provision that modifies, replaces or adds it, it is set forth that #it is of mandatory compliance to have the original documents, duly filled before arrival of the merchandise to the country#. In consequence, all documents supporting shipment by the Supplier shall be submitted, via e-mail, to Genfar for verification. Once Genfar approves the documents, the originals shall be couriered providing details of the tracking number. In any case the original documents shall arrive to Genfar when the process to legalize the Products initiates, it is, before the Products arrive. Breach of these conditions, will impede that Genfar legalizes the Products and therefore the Supplier shall assume the additional charges for storage and in the destination port. Once Genfar knows the amounts of such charges, it will inform them to the Supplier so that the

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Supplier provides a credit note for the overcharges; credit note that Genfar will discount from the Product invoice for which the original documents were not received on time.

5.2. When delivering the Product identified in the FPO, the packing or boxes shall be identified with at least the following information: (i) name of the Supplier, (ii) order number, (iii) material code, and, (iv) order description as set out in the FPO. The Supplier shall ensure protection of the delivered goods with their packing and wrapping as well as compliance with any applicable law.

5.3. Genfar and the Supplier shall meet when Genfar requires so, to carry out any pending cross-account in order to avoid delays and analyze improvement opportunities.

6. Quality. The Supplier represents and warrants that the Product/Service it supplies to Genfar meets and will meet the specifications set forth in the quality agreement and/or the specifications approved by Genfar and/or Sanofi (in case they exist) or with the specifications described in this document, and with any applicable law.

6.1. If applicable, Genfar agrees to inspect and analyze each Product/Service shipped/rendered within the term of analysis that corresponds to each Product/Service, according to the nature of the Product/Service, in order to determine whether the Product/Service complies with the specifications. If, in Genfar's opinion, such analysis indicates that any Product/Service shipped/rendered, or part of it, is non-conforming to the specifications, Genfar shall inform the Supplier the non # conformity within the twenty four (24) working hours following the moment in which the non # conformity was discovered, and: (i) will send samples to the Supplier, and/or, (ii) will return to the Supplier any non # conforming Product or dispose of it, in the way determined by Genfar. The Supplier will assume these costs. In case of rejection, Genfar shall always have the possibility to look for an alternative source.

6.2. The Supplier shall reply to Genfar's rejection within the term set forth by Genfar and if there is no term, at the latest within fifteen (15) days following the term set forth in the previous paragraph. If the Supplier agrees with the rejection, it shall make all commercially reasonable efforts to replace the rejected shipment within the term set forth by Genfar and if there is no term, at the latest within thirty (30) days as of the date in which the Supplier replied to Genfar's rejection, at no additional cost to Genfar. In any case, it shall secure continuity in Genfar business.

6.3. Should the parties fail within thirty (30) days as of the Supplier's reply date, agree on whether or not such shipment/Service is non-conforming with the specifications, then each party will appoint an independent expert to determine jointly whether or not the rejection is justified and determine who should bear the expenses in the event in which Genfar had found an alternative source. Should the experts not reach an agreement within thirty (30) days from their appointment, they will

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together appoint a third expert, who will have a term of thirty (30) to decide as of the date of designation and whose opinion will be binding. The costs of the experts, as well as the costs of transportation, additional quality assurance testing, and/or destruction associated with such rejection will be borne by the non-prevailing party.

6.4. Each Product released by the Supplier for shipment to Genfar shall be presumed, but not conclusively established, for purposes relating to this document, to fulfill all warranties made by the Supplier in this document, it being understood, that both parties recognize that it is possible for shipments of Products to have defects affecting their quality which would not be discovered upon reasonable physical inspection or testing. As soon as either Party discovers or becomes aware of a latent defect in any batch of Products, it shall promptly notify the other and Genfar may exercise its right of rejection of the concerned batch.

7. General Commitments of the Supplier. Notwithstanding any additional commitment of the Supplier:

7.1. The Supplier shall fully comply with all applicable laws to the Products/Services.

7.2. In any delivery, invoice, mail or any other instrument related to the FPO, the FPO number and the Supplier’s code given by Genfar shall be included, without exception. Otherwise, Genfar may not give appropriate action, particularly to the corresponding payments.

7.3. If the Supplier has to carry out activities involving the temporal or permanent presence of its personnel in Genfar’s installations, the Supplier shall ensure that the personnel comply with all applicable laws and internal policies of Genfar, both on its operation and on health, environment and security measures in force.

7.4. The Supplier accepts to attend all petitions, claims or complains made by Genfar, which are related to the Products/Services it provides. Such petition, claim or complain shall be attended within a reasonable term and at the latest within the second working day as of the date of reception by the Supplier.

7.5. The Supplier shall provide Genfar all documents required by Genfar within the term set in the corresponding request, including but not limited to the proof of payment of any tax related to the purpose of the FPO, as well as proof of its labor obligations as employer.

8. Price and Payment Conditions. The Supplier shall only receive as payment for the Products/Services the amount expressed in the FPO. By accepting the FPO, the Supplier renounces to any right to request adjustments to such prices and conditions. The price and its Incoterm will be included in the FPO. The Supplier shall not unilaterally modify the prices and conditions; such modifications shall be the result of a negotiation between the parties in writing.



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8.1. Genfar shall pay the Supplier only the amounts of the invoices accepted by Genfar within the term set forth in the FPO by means of an electronic transfer to the Supplier’s account approved by Genfar. Each FPO requires an independent invoice. Invoices shall comply with the law. The invoice price shall coincide with that set forth in the FPO and shall be addressed to:

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Gran Contribuyente  
Autorretenedor

8.2. The Supplier shall provide in the invoice the number of the FPO, the material code and the Supplier’s code. The Tax Identification Number (TIN) of the Supplier included in this FPO shall correspond to the TIN expressed in the invoice. The invoice shall be submitted in the form and within the hours set for in the FPO. Genfar and its affiliates and related entities make payments to their suppliers on the first and third Monday of each month. If the third Monday is a public holiday, the corresponding payment is made on the third Tuesday of that month.

9. Warranty. The Supplier warrants the quality of the Products/Services provided. The Supplier shall substitute them in the way set forth in Section 6.2. In case the Supplier does not substitute the Products/Services in a way that satisfies the reasonable requirements of Genfar, Genfar is entitled to demand the amounts paid in advance and/or to terminate the FPO and/or to look for an alternative source to be paid by the Supplier. If no term of warranty is stated, the term will be of one (1) year unless the Products are perishable.

10. Code of Ethics and Anti-bribery Policy. The Supplier agrees to act in a way consistent with the Code of Ethics and the Anti-bribery Policy of Genfar, documents that have been provided which the Supplier declares to know and understand. The Supplier and its directives, agents and/or employees state, guarantee and assure that they will not make any promise or offer any payment or transfer of valuable articles or goods, directly or indirectly to any member of the government or any other person, in order to inadequately obtain or retain any business benefiting Genfar or its products. Breach of this condition will be considered a breach of the Supplier’s obligations hereunder.

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11. Confidentiality. The Supplier declares and accepts that it may receive or have access to Genfar’s confidential information or information owned by Genfar, of commercial, industrial, economic, scientific, medical or technical nature, either oral, electronic or received by any other way (hereinafter the #Information\*). The Supplier expressly accepts that all the Information is and will be all the time the property of Genfar, that it does not have any rights over such Information and that it will only use the Information for what is strictly necessary to comply with its obligations.

11.1. The Supplier agrees to maintain the confidentiality of the Information, to set and maintain security procedures and to limit the access to the Information to the employees who need to know it. The confidentiality obligation will supersede the termination of the commercial relationship with Genfar for a term of ten (10) years. The Supplier shall maintain it confidential and prevent its disclosure to any third parties. In case of termination of the commercial relationship with Genfar for any cause, the Supplier shall immediately return to Genfar all the Information and documents related to it and/or containing Information, along with all their copies.

12. Intellectual Property. The Supplier agrees not to breach directly or indirectly any trademark rights, intellectual property rights or any other right of Genfar and it commits to defend Genfar and hold it harmless from and against any claim arising from such breach, even with its own patrimony.

12.1. Intellectual works used and created for and during the execution of the FPO are commissioned works (obras por encargo) and will be owned by Genfar. Therefore, the Supplier agrees itself and/or through any third party not to use them or any similar work, not to sell, assign, lease, register on its behalf or in the name of any third party before any authority, the materials made by them; in case of breach of this obligation, the Supplier agrees to pay Genfar, any damage and loss that may arise. Likewise, the Supplier agrees to enter into any agreement necessary to make that (i) the Supplier or any third party involved in the creation of the commissioned works, assigns the rights and benefits arising from or related to the inventions or works performed to Genfar, and, (ii) Genfar may document, obtain, keep or assign the rights related to the works and inventions previously described. Genfar will have direct and absolute control of all the applications for patents of such works or inventions.

13. Indemnity. The Supplier will defend and hold Genfar, its affiliates, representatives, directors, shareholders and employees harmless from and against any action, suit, claim, investigation, requirement or proceeding of administrative, civil, commercial, tax, penal, labor or of any other kind, related to (i) the breach of the technical specifications of a Product/Service provided, applicable laws to them, or, (ii) any breach of the representations, guarantees, conditions or covenants made by the Supplier regarding the Product/Service. The Supplier shall reimburse Genfar any expenses, cost, damage, loss, indemnification or any other payment that Genfar pays due to these causes within the thirty (30) working days following the date in which Genfar requests it in writing.

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14. Independency and Exclusion of Labor Relationship. The Supplier acts with plenty technical, administrative and financial autonomy, so that no relationship of subordination or dependence which may create any working relationship between Genfar and the Supplier or the personnel used by the later in the execution of its obligations exists. Salaries and any other compensation of such personnel will be the exclusive responsibility of the Supplier. The Supplier shall hold Genfar harmless from and against any judicial or extrajudicial claim for these matters arising from actions or omissions of the Supplier or its personnel.

14.1. The commercial relationship between Genfar and the Supplier does not imply the creation of a corporation, temporary union, consortium, or any other type of association between them. Each of them is legally and financially responsible for their own activities and for complying with all the applicable laws and internal regulations. The Supplier and its personnel are not, and will not be considered Genfar's agents or representatives and therefore, they do not have any authority to bind, act or assume in any way any binding agreement for Genfar or to make it liable for the Supplier's acts or omissions or those of its personnel.

15. Health, Safety and Environment Conditions (HSE). The Supplier knows all the legal requirements related to the health, safety and environment conditions as well as to the work conditions that must be fulfilled during the execution of its activities, and agrees to strictly comply with these requirements at any time during its commercial relationship with Genfar.

15.1. The Supplier represents that it knows all the information related to the substances or preparations it manages including, but not limited to, information on hazardous substances and safeguards and/or procedures that shall be implemented to counteract their effects.

15.2. At the discretion and by the request of Genfar, the Supplier agrees to provide access to the representatives of Genfar HSE to its facilities in order to make audits, visits or inspections, after prior written notice.

15.3. The Supplier agrees that its personnel, when entering to Genfar's facilities will be duly affiliated to the General Social Security Health System (including, but not limited to healthcare and labor risks) and that it will comply with all the rules on industrial security and any other guidelines provided by Genfar.

15.4. The Supplier expressly guarantees that its facilities comply with all the provisions on environment protection and that it has all necessary permits, licenses, authorizations and concessions. The Supplier agrees that in the execution of its



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activities it will strictly comply with all the rules and requirements related to waste disposal, including the term #removal#, collection operations, transportation, storage, classification and treatment, in order to prevent short-term and long-term damages to the environment. Therefore, the Supplier acknowledges that it will be solely responsible for the adequate removal of the waste generated by its activities.

16. Database Authorization. The Supplier authorizes Genfar to collect, use, store and process information of the Supplier and declares to Genfar that it has previous and express authorization from the information holders, and it authorizes Genfar to collect, use, store and process their data as it may apply, in order to follow-up activities and services, management of actions, identification of opportunities, service quality, with administrative, commercial, corporate, academic and research purposes. This information will be stored in Genfar's database for its internal use and will be accessible only to personnel authorized and directly related to such purposes. Genfar will keep its database confidential.

17. Genfar Liability. Except in the events of intentional misconduct (dolo) or gross negligence (culpa grave), Genfar´s liability under the FPO will not exceed 100% of the FPO value.

18. Supplier Representation. The Supplier represents under oath that the resources and funds used in its operations and commercial transactions, have been, are and will be of legal origin, and that they have come, come or will come from operations or activities prohibited by the law, especially those prohibited by the regulation on stupefacient and psychotropic substances. If due to the breach of these obligations undertaken by the Supplier, Genfar suffers any damage or loss, the Supplier will be fully responsible for them to Genfar.

19. Non - exclusivity. The acquisition by Genfar of the Products/Services does not imply exclusivity in favor of the Supplier and therefore the Supplier understands and expressly accepts that Genfar can enter into agreements with a similar or identical purpose to that of this FPO with other individuals or legal entities.

20. Insurances. The Supplier shall obtain at its expense and in favor of Genfar, the insurance policies set forth in the FPO. An insurance company duly authorized to do so and previously approved by Genfar shall issue such policies. The policies shall remain in force during all the term of this FO and any additional term required for the execution of the FPO.

21. Term and Termination. Conditions herein described will be effective as of the date of the FPO and will be in force as long as there is an FPO in force. Notwithstanding the aforementioned, Genfar may terminate the FPO at any time by means of written notice sent to the Supplier with at least, thirty (30) days in advance as of the intended date of termination, without any liability, penalty or indemnification for Genfar.





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- 21.1. In addition, the FPO may be terminated immediately, without liability, fine and/or indemnification of any nature, in the following cases:
- 21.1.1. If any party breaches any of its material obligations under the FPO and does not cure within the thirty (30) days following the request of the non # breaching party to do so;
- 21.1.2. If an Act of God or force majeure lasts more than fifteen (15) days;
- 21.1.3. In the events foreseen in the FPO.
- 21.1.4. In case withdrawal of the Genfar's pharmaceutical specialty manufactured with the Product/Service (as it may apply) is required by the health authorities and/or by Genfar due to any pharmacovigilance issue and/or is caused by any other reason related to the public health.
- 21.2. In the event of termination for any cause, Genfar will only have to pay to the Supplier for the Services/Products delivered/rendered up to that moment, so long as they comply with the specifications agreed upon in the FPO. In the event in which Genfar had paid sums in advance to the Supplier, the Supplier shall reimburse them in a term no longer than twenty-four (24) hours as of the reception of the notification of termination, along with any applicable interests.
- 21.3. The termination of the FPO shall be without prejudice to any right or obligation of either party that, by nature, shall supersede the termination.
22. Assignment and Sub-contracting. Genfar may assign, in whole or in part, its contractual position or any of the credits, rights and obligations under the FPO to any third party. The Supplier shall not assign nor sub-contract, in whole or in part, its rights and obligations under the FPO, without the previous written consent of Genfar.
23. Regulatory obligations and audits. Each party shall maintain all licenses, permits and registrations in connection with its obligations under this document. The Supplier warrants that the equipment and facilities used in the manufacturing, testing, packaging and storage of the Product/Service (as it may apply) meet the requirements of the quality agreement and the Current Good Manufacturing Practices and all applicable laws, regulations and standard inspection criteria.
- 23.1. Upon Genfar's prior request and upon reasonable prior notice, the Supplier shall allow representatives of Genfar to inspect its facilities and to review the Supplier's records related to the manufacture, packaging, safety, quality and

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regulatory control, release, storage, shipping and delivery of the Product/Service as are relevant to assure the Supplier complies with this FPO and any other quality standard requested by Genfar or the laws. The Supplier acknowledges that in case of critical quality issue of the Product/Service, Genfar shall be in a position to audit the facilities of the Supplier within very brief delays.

24. Applicable Law and Dispute Resolution. The execution of this FPO is subject to the Laws of the Republic of Colombia. Unless agreed otherwise in any agreement or any other document entered into by Genfar and the Supplier, any controversy shall be settled by the competent judges of the Republic of Colombia.
25. Waiver. The waiver by Genfar to force the fulfillment of any of the obligations stated in the FPO shall not operate as a waiver of that provision or to the right to execute it or to demand it in the future.
26. Notices. Any notification under this FPO shall be in writing and will be considered duly delivered if: (i) personally delivered, or, (ii) mailed by registered mail to the address that appears in the Certificate of Existence and Legal Representation, or the equivalent document, of the parties.
27. Application and Acceptance. These terms and conditions are applicable to all the FPO issued by Genfar and constitute the entire agreement between the parties regarding their subject matter. These terms may or may not be included in the FPO but it will be enough that the Supplier identified in the corresponding FPO be informed of them, to understand that it knows and will apply them in each FPO issued by Genfar.
- 27.1. Acceptance of the FPO by the Supplier in any way or performance of the obligation therein stated (either the manufacture or delivery of any product or equipment or the provision of any service), presumes (i) the unconditional acceptance by the Supplier of these terms and conditions; and, (ii) that any prior, verbal or written, communication with the Supplier governing the obligations stated in the FPO, is superseded.
- 27.2. In the events in which Genfar and the Supplier have entered into an agreement that governs the obligations stated in the FPO, the terms and conditions of such agreement will prevail over these of the FPO, but the terms and conditions of the FPO will apply to all matters not regulated by such agreement.