

TERMS OF SALE

Icosagen AS, registry code 10565884, contacting address Eerika tee 1, Kambja vald 61713 Tartumaa, Estonia is an Estonian entity producing recombinant antibodies and recombinant proteins in mammalian cells, as well as developing antibodies for research, in vitro diagnostic and therapeutic use.

These Terms shall apply to all Orders of the Products, unless the Parties have agreed otherwise. By placing an Order, the Purchaser confirms that it agrees with the Terms.

1. DEFINITIONS

1.1. In these terms of Sale ("**Terms**") the following words and phrases shall have the following meaning:

Icosagen	Icosagen AS, registry code 10565884, contacting address Eerika tee 1, Kambja vald 61713 Tartumaa, Estonia
Purchaser	the legal person to whom Icosagen delivers Products
Party " or " Parties	shall mean, respectively, Icosagen or Purchaser, or Icosagen and Purchaser collectively
Products	Icosagen branded products being delivered by Icosagen to the Purchaser
Order	an agreement between Icosagen and the Purchaser regarding the Products being delivered by Icosagen to the Purchaser in accordance with the general terms and conditions set out in these terms of sale, and the terms and conditions specified in the Icosagen offer and thereafter confirmed by the Purchaser
Terms	these terms of sale

2. ORDER

2.1. To purchase Products, the Purchaser is required to submit an order to Icosagen. Icosagen shall review the order and will submit its offer to the order. The Purchaser is entitled to accept or refuse Icosagen's offer. An order shall be deemed concluded from the moment when the Purchaser submits its confirmation with the offer to Icosagen. All orders, offers and confirmations are binding only when submitted via e-mail.

2.2. These Terms and an Order shall constitute the entire agreement between the Parties regarding the Products specified in the Order and shall take precedence over any other possible prior agreements between the Parties. In the event of any conflict between an Order with these Terms, the Order shall take precedence over the Terms.

2.3. No Order which has been accepted by Icosagen may be cancelled by the Purchaser except with the agreement in writing of Icosagen on terms that the Purchaser shall indemnify Icosagen in full against all loss (including loss of profit), costs and expenses incurred by Icosagen as result of prior to cancellation.

3. DELIVERY OF PRODUCTS

3.1. The Order shall include the date on which Icosagen intends to execute the Order. The delivery time stated in the Order is indicative and is not binding on Icosagen. Nevertheless, Icosagen will make reasonable efforts to deliver the Products to the Purchaser within the delivery term stated in the Order.

3.2. The delivery is made in accordance with Icosagen's standard commercial practices via a carrier selected by Icosagen, unless the Parties have agreed otherwise in the Order.

- 3.3.** If the Purchaser does not accept the Products in accordance with the terms and conditions set out in the Order, the Purchaser shall pay Icosagen the respective costs of additional warehousing and transport.
- 3.4.** The Purchaser undertakes to inspect immediately upon receipt the Products as well as the packaging. In case of discovering any visible defects or errors such as Product type, volumes, packing, the Purchaser shall have the right to refuse the acceptance of the Products. The Purchaser does not have the right to refuse acceptance of the Products, if the Products are different from what was agreed in the Order, and the difference is not significant in terms of the intended use or functionality of the Products, or if the difference does not affect more than 10% of the volume of the Order. If the difference affects more than 10% of the volume of the Order, the Purchaser shall have the right to reduce the price paid for the Products.
- 3.5.** If the Parties have agreed that Products are delivered in several consignments, and Icosagen has breached the terms and conditions of the Order in respect of one or several of such consignments, the Purchaser has the right, subject to the existence of the respective grounds, cancel only a part of the Order, but not the Order as a whole.

4. PRODUCT RELATED INTELLECTUAL PROPERTY

- 4.1.** All the intellectual property rights related to the Products, including the proprietary copyrights, are solely and exclusively owned by Icosagen.
- 4.2.** Purchaser is entitled to use the Products only for the further manufacturing of its own products. Without Icosagen's prior written consent, the Purchaser is not permitted to: change the essence of the Products; resell the Products; use the Products for therapeutic purposes; use, remove, alter or otherwise infringe the intellectual property belonging to Icosagen.
- 4.3.** If the Purchaser wishes to use Icosagen Product for any other purpose the Purchaser will require an additional license for Icosagen.

5. PRICES AND PAYMENT

- 5.1.** The price of ordered Products shall be the price stated in the Order. The prices quoted in the pricelist of Icosagen are merely indicative and Icosagen has the right to amend the prices stated therein for objective reasons. The fact that the Purchaser has earlier paid a certain price for a similar Order does not mean that the same price would apply to any new Order.
- 5.2.** Unless the Parties have agreed otherwise, the Purchaser shall pay Icosagen, in addition to the agreed price: the value added tax (or another similar tax), import or export levies and any other taxes, tariffs, and additional fees charged by any country or territory in connection with the execution of the Order; costs related to packaging and transport of Products.
- 5.3.** Icosagen shall submit the invoice for the Order upon execution of the Order. The Purchaser shall pay the invoice within 30 days, unless the Parties have agreed otherwise. The Purchaser does not have the right to set off any invoice submitted by Icosagen. Should the Purchaser have any claims against Icosagen, the Purchaser shall promptly notify Icosagen thereof and shall take reasonable measures to ensure that claims of both Parties are satisfied in a manner acceptable for both Parties.
- 5.4.** Icosagen is not obliged to execute an Order while the Purchaser is in delay with payment for any Order or with any other payment due under an agreement entered into between the Parties.
- 5.5.** If the Purchaser is in delay with any payment, Icosagen shall have the right to charge the Purchaser default interest at the rate of 0.2% of the overdue amount for every day of delay with payment, until the amount due has been paid in full. Icosagen shall further have the

right to charge the Purchaser compensation for any costs borne by Icosagen to collect the outstanding amount.

- 5.6.** Icosagen shall have the right to offset any amounts owed by the Purchaser to Icosagen against any amounts owed by Icosagen to the Purchaser.

6. TRANSFER OF ACCIDENTAL LOSS AND OWNERSHIP

- 6.1.** The risk of accidental loss or damage of Products shall transfer from Icosagen to the Purchaser at the moment when:
- 6.1.1.** the Purchaser has started loading the Products on the vehicle – if it was agreed that the Purchaser to collect the Products; or
 - 6.1.2.** the Purchaser has started unloading the Products – if it was agreed that Icosagen delivers the Products to the location of their transfer; or
 - 6.1.3.** the agreed transfer date has arrived – if the Purchaser fails to receive the Products according to the agreement.
- 6.2.** The ownership of Products shall transfer to the Purchaser when the Purchaser has paid Icosagen the price payable for the Products, along with any other payments connected with the Order. Until such time:
- 6.2.1.** the ownership of the Products will remain with Icosagen;
 - 6.2.2.** Icosagen - if the Purchaser fails to make the payments or if Icosagen has justified reasons to believe that the Purchaser is unable to make said payments or other payments by their due date – may enter the premises and/or area in the possession of the Purchaser and reclaim possession of the Products. The Purchaser hereby grants Icosagen a perpetual and irrevocable authorisation to exercise said rights.

7. LIABILITY

- 7.1.** Icosagen guarantees that upon transfer of the Products and for a period of 12 months thereafter the Products will have no significant defects. If any defects are discovered in transferred Products during the forenamed period and the Purchaser has notified Icosagen of said defects immediately after they were discovered, and has described the defects with sufficient degree of detail, Icosagen shall, at its own discretion and expenses, replace all defective Products. Icosagen has the right to verify the defects prior replacement of the defective Products. The Purchaser undertakes to deliver promptly all defective Products to Icosagen for assessment.
- 7.2.** In the meaning of this clause, the Product is deemed to be defective only if it fails to conform to its specifications in any material respect. The warranty does not cover defects or faults attributable to: (a) external factors, e.g. accident, electricity, water, or caused by thunder or fire; (b) misuse of the Product or negligence or failure to follow instructions for the use; or (c) failure to comply with the storage instructions of the Product.
- 7.3.** The Purchaser shall be responsible for all delivery costs with respect to such defective Products. Icosagen undertakes to reimburse the costs if Icosagen is liable for the defects. Otherwise these costs must be borne by the Purchaser.
- 7.4.** The Purchaser shall have the risk of loss and damage during the delivery for assessment.
- 7.5.** In the event it is established that Icosagen is not responsible for the defect, Icosagen shall have the right to charge for the error diagnosis and the related costs.

8. FORCE MAJEURE

- 8.1.** Non-performance or inappropriate performance of any contractual obligations shall not be deemed as a breach of these Terms, if this was caused by circumstances that the Parties were unable to influence, and it would have been unreasonable to expect of the Parties to consider or avoid the circumstance, or to overcome the consequences thereof (hereinafter referred to as the "**Force Majeure**").

- 8.2.** If the impact of the Force Majeure is of temporary nature the breach of an obligation is excusable only during the period when the Force Majeure prevented the performance of the obligation. If the Force Majeure prevents timely performance of contractual obligations the deadline for the performance of the relevant obligation shall be extended for the period during which the performance of the same was prevented by the Force Majeure.
- 8.3.** The Party, whose activities for performing the contractual obligations are prevented by any Force Majeure, shall promptly notify the other Party thereof in writing.
- 8.4.** A Force Majeure does not relieve the Parties from the obligation to employ all and any measures possible to avoid or reduce damages possibly caused by such non-performance or undue performance.
- 8.5.** If the impact of Force Majeure is of permanent nature (i.e. it lasts longer than 6 months) and it substantially hinders the proper performance of these Terms or the Order, the Party, whose activities for performing the contractual obligations are prevented by any Force Majeure, may request from the other Party to change the terms and conditions of the Agreement.

9. TERMINATION OF CONTRACT

- 9.1.** Each Party has the right of extraordinary cancellation of any Order with immediate effect, if the other Party has breached their obligation arising from the Order, and has failed to remedy the breach within 14 calendar days from the moment when the other Party has given them a notice of such breach. In such case any claims that have become due and collectible up to the moment of the cancellation shall remain effective.
- 9.2.** Icosagen has the right to of extraordinary cancellation of an Order with immediate effect, if Icosagen has reasonable grounds to believe that the Purchaser is not able to make any payments under the Order by their deadline.

10. GENERAL PROVISIONS

- 10.1.** If execution of an Order and/or acquisition or transport of any Products requires any permit or consent granted by any public authority, the Purchaser shall be obliged to obtain said permit or consent at their own expense. At the request of Icosagen, the Purchaser shall demonstrate to Icosagen that it has obtained such permit or consent.
- 10.2.** Icosagen has the right to engage third parties to execute an Order.
- 10.3.** The Parties shall maintain confidentiality of the terms and conditions of the Order and these Terms, as well as any information received on the basis of these Terms or the Order, as well as any information about the other Party's economic activities and financial standing received in the course of negotiations before concluding these Terms. Confidential information shall also deem to include information that a Party would not have learned without placing the Order and entering into these Terms.
- 10.4.** Icosagen shall retain the right to unilaterally amend these Terms by giving the Purchaser at least 30 days' notice. The amendments will take effect on the date stated by Icosagen. If the Purchaser disagrees with the amendments to the Terms, he has the right to extraordinary cancellation of the sales contract, by serving Icosagen a respective notice within 30 days after receiving the notice about amendment of the Terms. Failure to submit the notice within said term shall be interpreted as the Purchaser's consent with the amendments to the Terms.
- 10.5.** These Terms and the Order are governed by Estonian law.
- 10.6.** Any dispute arising from these Terms and the Order shall be settled by negotiations between the Parties. If negotiations fail, the dispute shall be settled by Harju County Court.