

## GENERAL CONDITIONS OF SALE

### 1 Scope:

- 1.1 All quotations and sales by ImmunoPrecise Antibodies and its Affiliates (“ImmunoPrecise” or “IPA”) are subject to and expressly governed by the terms and conditions contained herein.
- 1.2 If purchaser submits any acknowledgment of the order or other document that contains terms and conditions that are inconsistent with or in addition to the order or these terms and conditions, those additional or inconsistent terms are specifically rejected by IPA and IPA hereby objects to any such terms and conditions.
- 1.3 No variation of these terms and conditions will be binding upon IPA unless agreed to in writing through non-electronic means and signed by an officer or other authorized representative of IPA and shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto, and their respective heirs, personal representatives, successors and assigns.

### 2 Order Changes and Cancellations

- 2.1 Orders arising hereunder may be changed or amended only by written agreement signed by both purchaser and IPA, setting forth the particular changes to be made and the effect, if any, of such changes on the price and time of delivery.
- 2.2 Purchaser may cancel an order only by providing written notice to IPA at least fourteen (14) calendar days prior to the scheduled products delivery date or start of the services. Cancellation of an order at any other time shall result in an immediate charge of hundred (100) percent of the gross sales price of the upfront payment of the original order.

### 3 Delivery and Acceptance

- 3.1 IPA will use its reasonable commercial efforts to fulfil purchaser’s orders pursuant to any agreement for the supply of products.
- 3.2 All products ordered by purchaser pursuant to an order shall be delivered Ex-Works IPA’s shipping point in the Netherlands for ImmunoPrecise Antibodies (Europe) and U-Protein Express, resp. Victoria, BC, Canada for ImmunoPrecise Antibodies (Canada). Products shall be deemed accepted upon delivery. Purchaser may revoke acceptance of any shipment of products, which are not in compliance with the specifications as provided under warranty herein. In order to revoke acceptance, purchaser must pay for the shipment as provided in Section 5 and comply with the provisions of Section 7.
- 3.3 If purchaser fails to accept delivery of any products within a reasonable period after receiving notice from IPA that they are ready for delivery, IPA may dispose of or store the products at purchaser’s expense.

- 3.4 Any time or date for delivery is an estimate of the date on which the products will be delivered to purchaser. IPA will make a good faith effort to meet the delivery date, but time shall not be of the essence with regard to delivery at such time or date.
- 3.5 Where delivery of any product requires an export license or other authorization before shipment, IPA shall not be responsible for any delay in delivery due to delay in, or refusal of, such license or authorization.
- 3.6 IPA will provide any advice and perform all other services, if any, to the best of its knowledge and ability and in accordance with professional standards.
- 3.7 IPA will perform a basic incoming goods control on all materials supplied by a purchaser to perform the services. If, during the course of the performance of the service, it is determined that the material is defect, incorrect or in any other form not suitable for the work, IPA will charge the full-service fee as agreed in the purchase order.

### 4 Prices and Taxes

- 4.1 Unless otherwise stated, prices are without engagement and may be altered by IPA to those ruling at the date of dispatch. Should the prices be increased in consequence thereof, then upon receipt of IPA’s notification of such price-increase purchaser shall have the right to cancel the order in respect of the products which have not yet been dispatched.
- 4.2 All taxes, duties, levies and similar expenses, which are or become due in connection with IPA’s quotation, contract or any order resulting therefrom and the carrying out thereof are for IPA’s account as far as they are due in the supplier’s country, and for the account of purchaser as far as they are due in purchaser’s country or in such other country or countries for which the products are destined or in which any services will be performed, irrespective of which party (including its representatives/ employees) will be liable to pay such taxes.

### 5 Payment

- 5.1 Purchaser shall pay all invoices for products ordered by and delivered to purchaser without any deductions, suspension, discounts, set off or debt settlement within thirty (30) days from the date of invoice in the currency invoiced. If an invoice balance is overdue, without waiving any other rights and remedies at law or relative to any order, IPA may (a) refuse to accept additional orders; (b) refuse to ship ordered products or render further services; and/or (c) seek collection from purchaser, including all legal fees and other costs of collection.
- 5.2 If the financial condition of purchaser results in the insecurity of IPA, in its sole discretion, as to the ultimate collectability of the purchase price, IPA may, without notice to purchaser, delay or

postpone the delivery of the products or suspend the performance of the services; and IPA, at its option, may change the terms of payment to payment in full or in part prior to shipment of the entire undelivered balance of said products.

- 5.3 In the event of default by purchaser in the payment of the purchase price or otherwise, purchaser agrees to pay the balance then due to IPA on demand. Purchaser also agrees to pay the statutory commercial interest rate from the due date until the date on which payment is made in full, and all costs, including, but not limited to, reasonable attorney and accounting fees and other expenses of collection resulting from any default by purchaser in any of the terms hereof.

## **6 Product Ownership and Retention of Title**

- 6.1 Antibodies produced, and the reagents subsequently supplied or other products delivered by IPA to purchaser shall become the property of purchaser subject to Section 6.2.
- 6.2 Title to and ownership of antibodies produced, and reagents subsequently supplied or other products delivered to purchaser shall be retained by IPA until IPA has received payment in full. Until the moment of full payment of all products delivered, purchaser shall not be authorized to give or permit third parties the use of the products, to rent or pledge, to transfer the title or to alienate or encumber same in any other way.

## **7 Limited Warranty and Remedy**

- 7.1. IPA warrants to purchaser for a period of thirty (30) days from the date of delivery, that the products, when shipped to purchaser by IPA, shall not be deficient; provided however, that the products are stored under the prescribed conditions during such warranty period.
- 7.2. IPA's duty under this warranty shall be to replace such deficient parts or products, or, at IPA's option, repair such parts or products or have them repaired at IPA's order, always free of charge, provided that (a) IPA is informed by purchaser in writing (including by email) within fourteen (14) days after the defect(s) have revealed themselves (b) purchaser shall afford IPA prompt and reasonable opportunity to inspect all products as to which any claim is made that such products do not conform to the warranties provided herein, (c) at IPA's option, purchaser shall either allow IPA to take control of such products and direct their disposal or, upon receipt of shipping instructions from IPA, purchaser shall return to IPA, at IPA's cost, all products allegedly not conforming to the specifications as warranted; provided, however, in the event that it is subsequently determined that such products do in fact conform to the specifications in all material respects, purchaser shall reimburse IPA for all such shipping costs incurred by IPA, and (d) defective parts and

products shall become IPA's property as soon as they have been replaced. The warranty does not cover damage sustained by normal wear and tear or any damage arising in consequence of negligence or improper handling or use of the products or parts thereof, or of improper installation or of maintenance by unauthorized persons, or of improper storage in the event of the products wholly or partly being stored by purchaser previous to installation or use.

- 7.3. Except for the foregoing warranty, IPA does not warrant the merchantability or fitness for a particular purpose of the products or the performance or noninfringement thereof, does not make and hereby expressly disclaims any warranty, express or implied, with respect to the products, specifications, support, services or anything else relating to the products and does not make any warranty to purchaser, purchaser's customers or their agents concerning the products and services.
- 7.4. If the services include the discovery of an antibody, the result is dependent on the antigenicity of the material provided by purchaser. IPA does not warrant that the antibodies developed by IPA apply in a particular technique or that the material supplied by purchaser is immunogenic.
- 7.5. In addition, IPA does not warrant that the use or sale of the products delivered hereunder will not infringe intellectual property rights covering the product itself or the use thereof in combination with other products or in the operation of any process.

## **8 Limited Liability**

- 8.1. Purchaser acknowledges and agrees that IPA's warranty undertaking pursuant to Section 7.2 or with any agreed modification thereof shall be IPA's sole liability and purchaser's sole and exclusive remedy relative to any product or related services.
- 8.2. In the event IPA fails to perform any of its services in accordance with Section 3.6 or in the event of any other breach of contract or tort, or it agrees with purchaser in writing that no warranty shall be provided under Section 7.2, IPA's liability shall not exceed the amount paid by purchaser for the defective products or services under the order or contract concerned.
- 8.3. To the extent the above exclusions or limitations of liability are not permitted under applicable law, IPA's liability to purchaser, whether based on contract, tort or other theory or concept, shall at no time exceed Euro 25,000 for ImmunoPrecise Antibodies (Europe) and U-Protein Express), resp. CAD 25,000 for ImmunoPrecise Antibodies (Canada).
- 8.4. In no event shall IPA or its affiliates or their respective representatives be liable to purchaser or its affiliates, whether based in contract, tort, warranty, obligations to undo or any other legal

or equitable grounds, for any loss of the income, profit or savings or cost of capital of purchaser or its affiliates, for any indirect or consequential damages resulting from or relating to the order or the products delivered or services provided hereunder, even if IPA has been advised of the possibility of such damages.

## 9 Purchaser's Use of Products

- 9.1 IPA's products are intended primarily for laboratory research purposes and, unless otherwise stated on product labels, on IPA's website or in other literature furnished to purchaser by IPA, are not to be used for any other purposes, including but not limited to, in vitro diagnostic purposes, food, drugs, medical devices or cosmetics for humans or animals.
- 9.2 Purchaser acknowledges that the products have not been tested by IPA for safety and efficacy in food, drugs, medical devices, cosmetics or for commercial or any other use, unless otherwise stated in IPA's literature furnished to Purchaser. Purchaser realizes that, since IPA's products are, unless otherwise stated, intended primarily for research purposes, they may not be listed on the United States Toxic Substances Control Act (TSCA) inventory or similar inventory in any other country. Purchaser assumes responsibility to assure that the products purchased from IPA are approved for use under the law of the state or country of its residence. Purchaser has the responsibility to verify the hazards and to conduct any further research necessary to learn the hazards involved in using products purchased from IPA. Purchaser agrees to comply with instructions, if any, furnished by IPA relating to the use of the products and not misuse the products in any manner. No products purchased from IPA shall, unless otherwise stated, be considered to be food, drugs, medical devices or cosmetics.
- 9.3 Notwithstanding purchaser acquiring ownership of any product (other than Results of services under Section 10.2), purchaser shall not (a) decompile or reverse engineer any of the products or attempt to do so; (b) perform any studies to determine the structure, chemical composition, or other makeup of the products; or (c) make any copy, derivative or progeny of the product, nor permit or enable any third party to do so, unless and to the extent expressly permitted in any contract between IPA and purchaser.

## 10 Intellectual Property Rights

- 10.1 By entering into each and any contract, purchaser acknowledges that all know how and intellectual property rights ("IPR") in respect of assays, reagents, antibodies, working and testing methods, procedures and protocols originated or used by IPA prior to any purchaser's order or contract with purchaser, as may be used or improved during the services hereunder, shall be retained by IPA.

- 10.2 Except for the ImmunoPrecise IPR, IPA agrees that all materials, reports, information, discoveries, specimens or inventions, whether copyrightable, patentable or not, arising from IPA's performance of services pursuant to an accepted order or contract for services, (collectively the "Results") shall promptly be disclosed to purchaser and, subject to payment of all amounts due by Purchaser under such order or contract, purchaser will acquire all right, title and interest in and to the Results, and IPA hereby irrevocably assigns, and transfers to Purchaser the entire right, title and interest of IPA in and to the Results free from any liens or encumbrances. IPA agrees to assign, and have any and all its personnel participating in the relevant services assign, all rights each and all may have in such Results to purchaser and execute any related documents purchaser may reasonably require to give effect to this clause.
- 10.3 In the event purchaser requires IPA to perform services concerning products, materials or processes owned or to be owned by purchaser or third parties or unrevealed sources, IPA shall be deemed granted a license under purchaser or third parties' intellectual property rights to perform same.
- 10.4 Purchaser retains all right, title and interest in and to the information and other content that are submitted to IPA. When purchaser contributes information and other content (except for purchaser's sequence and confidential information regarding targeting the molecule of interest), purchaser hereby grants to IPA and its affiliates, licensees and sub-licensees a worldwide, non-exclusive, perpetual, irrevocable, royalty-free, sub-licensable, transferable right to copy, adapt, create derivative works based upon, distribute, perform and display such information and content, except as provided in and subject to IPA's Privacy Policy. IPA reserves the right to decline to include purchaser's submission, and to remove or delete any content. Purchaser represents and warrants that the content will not contain third-party copyrighted material or material that is subject to third party intellectual or proprietary rights, unless purchaser is legally entitled (as the rightful owner or as a licensee of the rightful owner) to contribute such content and to grant IPA the foregoing content license. Use of the content by IPA in the ways contemplated by these terms will not infringe or violate the rights of any third party, including a third party's contract rights, copyrights, publicity rights, privacy rights, or any other intellectual property or proprietary right. Purchaser irrevocably waives any "moral rights" or other rights that purchaser may have to such content. Purchaser represents and warrants that its contribution of the content complies with the confidentiality obligations that apply to it.

## 11 Purchaser's Representations and Indemnity

- 11.1 Purchaser represents and warrants that it shall

use all materials and other products ordered in a lawful manner.

- 11.2 Purchaser shall defend IPA, its employees, agents, affiliates and Contractors, and shall indemnify and hold them harmless from and against all suits, actions, or proceedings, at law or in equity, and from all claims, costs, liability, damages, losses and expenses (including, without limitation, attorneys' fees, consultants' fees, experts' fees) of third parties that are related to or in connection with (a) products, process or related information, if applicable, being wrongfully disclosed by purchaser to IPA or others hereunder, (b) infringement, misappropriation, and/or conversion as a result of IPA's possession and/or use of such products, process or related information disclosed by purchaser, (c) purchaser's use or any third party's use of the Results, whether or not used, applied, made available, licensed or sold in combination with or incorporated in other product or process, or (d) the death or bodily injury of any third party or the damage, loss or destruction of any tangible personal or real property arising from or related to purchaser's use of products, or its manufacture or sale of any Results, products or utilizing of products or process.

## **12 Force Majeure**

- 12.1 Delay in performance or non-performance of any obligation contained herein, other than purchaser's obligation to pay, shall be excused to the extent such failure or non-performance is caused by force majeure. Force majeure shall mean any cause or event preventing performance of an obligation under the order or contract which is beyond the reasonable control of IPA or purchaser, as the case may be, including without limitation, fire, flood, power shortage, mechanical breakdown, sabotage, shipwreck, embargo, explosion, strike or other labor trouble, accident, riot, acts of governmental authority (including, without limitation, act based on laws or regulations now in existence as well as those enacted in the future), acts of God. The party prevented to perform by force majeure shall promptly provide notice to the other party, explaining in detail the full particulars and the expected duration thereof and it shall use its commercially reasonable efforts to remedy the interruption or delay if it is reasonably capable of being remedied. In the event a force majeure situation extends for more than thirty (30) days, the order or contract may be terminated without any liability by either party upon written notice thereof to the other. In the event of a force majeure compelling IPA to allocate production and deliveries of products, IPA may allocate its available supply of products among IPA's customers (including purchaser) and IPA's internal uses in such manner as IPA deems fair and reasonable. Such allocation shall not be deemed a breach of contract.

## **13 Assignment and Subcontracting**

- 13.1 IPA may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under orders or sales governed by these terms and conditions.
- 13.2 Purchaser may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under orders or sales governed by these terms and conditions, without the prior written consent of IPA.

## **14 Confidentiality**

- 14.1 The receiving party of all information disclosed by or on behalf of a party (in whatever medium including in written, oral, visual or electronic form), including all information which is either marked as being confidential or which would reasonably be deemed to be confidential in the ordinary course of business ("Confidential Information") shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) and agrees: (a) not to use any Confidential Information of the disclosing party for any purpose outside the scope of these terms and conditions; and (b) except as otherwise authorized by the disclosing party in writing, to limit access to Confidential Information of the disclosing party to those of its employees, affiliates, contractors and subcontractors who need such access for purposes consistent with these terms and conditions and who have signed confidentiality agreements with the receiving party containing protections no less stringent than those herein.
- 14.2 The receiving party may disclose Confidential Information of the disclosing party if required by law or regulations to do so, provided the receiving party gives the disclosing party prior notice of such disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's cost, if the disclosing party wishes to contest the disclosure.
- 14.3 The foregoing shall not apply to Confidential Information: (a) which was already lawfully known to the receiving party, other than under an obligation of confidentiality, prior to these terms and conditions, as evidenced by its written records; (b) which is or becomes generally available to the public by use, publication or the like, through no fault or omission of the receiving party's employees, affiliates, contractors and subcontractors; (c) which is disclosed to the receiving party without restriction on use or disclosure by a third party who has the legal right to disclose such Confidential Information and that is not under a confidentiality obligation, directly or indirectly, toward the disclosing party; or (d) which is developed by the receiving party outside and independent, without the use of the Confidential Information of the disclosing party, as evidenced by its written records.

## 15 Miscellaneous

- 15.1 Purchaser agrees that after any sale governed by these terms and conditions, and for a period of one (1) year thereafter, purchaser will not hire or directly or indirectly solicit for employment any employee or independent contractor of IPA who performs services hereunder.
- 15.2 These terms and conditions and any quotation, order or sale governed by these terms and conditions constitute the entire agreement of the parties in respect of the subject matter hereof and supersede any previous arrangement, understanding or agreement between them.
- 15.3 The invalidity or unenforceability of any provision of these terms and conditions shall not affect the validity or enforceability of the remainder of these terms and conditions and the parties shall use all reasonable endeavors to agree within a reasonable time upon any lawful and reasonable variations to these terms and conditions which may be necessary in order to achieve, to the greatest extent possible, the same effect as would have been achieved by the invalid or unenforceable provision.

## 16 Governing Law and Venue

- 16.1 These terms and conditions and any quotation, order or sale governed by these terms and conditions shall be subject to and construed in accordance with the laws of the Netherlands (ImmunoPrecise Antibodies (Europe) and U-Protein Express), with the laws of the Province of British Columbia and the laws of Canada (ImmunoPrecise Antibodies (Canada)), with the laws of the State of Delaware, USA (ImmunoPrecise Antibodies (USA) and Talem Therapeutics). The United Nations Convention on Contracts for the International Sale of Goods shall not be applicable.
- 16.2 The exclusive venue for proceedings arising under or in connection with any quotation, order or sale governed by these terms and conditions shall be the Court of Gelderland, the Netherlands (ImmunoPrecise Antibodies (Europe)), the Court of Utrecht, the Netherlands (U-Protein Express), or the Court of Victoria, BC, Canada (ImmunoPrecise Antibodies (Canada)), or a court of the State of Delaware, USA (ImmunoPrecise Antibodies (USA) and Talem Therapeutics).

ImmunoPrecise Antibodies (Canada) Ltd.  
Suite 3204-4464 Markham Street, Victoria, B.C.,  
V8X 7X8, Canada

ImmunoPrecise Antibodies (Europe) B.V  
Pivot Park, RE 2142 Industrielaan 63, 5349 AE  
Oss, The Netherlands

U-Protein Express B.V  
Utrecht Science Park, Life Science Incubator,  
Yalelaan 62, 3584 CM Utrecht, The Netherlands

ImmunoPrecise Antibodies (USA) Ltd.  
4837 Amber Valley Parkway Suite 11, Fargo, ND  
58104, USA

Talem Therapeutics LLC  
One Broadway, 14th Floor, Cambridge, MA  
02142, USA