

TERMS & CONDITIONS

These Terms & Conditions govern the sale of all Services or Products delivered by immunAware ApS (IAW), a company registered in Denmark under Danish Enterprise Number (≈VAT) DK39189135, whose registered office is at Agern Alle 1, 2970 Hørsholm, Denmark, to the exclusion of all other terms and conditions.

RESEARCH USE ONLY:

All Services and/or Products are strictly for Research Use Only (RUO) i.e. they are intended for use only for testing in a clinical laboratory or for basic scientific research and are not intended for the prevention, treatment, diagnosis, or cure of diseases, injuries, or conditions in human beings.

Please read these Conditions; they are important. If you do not agree to these Conditions do not place an order.

1. INTERPRETATION

1.1 In these Conditions the following words have the following meanings:

a Contract means an agreement for the purchase of Services and/or Products by the Customer from IAW; a Customer means the person, company or organization, who purchases the Services and/or Products from IAW; Customer Material and Custom Reagents or Custom Results means peptides, peptide-MHC class I and/or II complexes, and associated information provided by the Customer to IAW for the purposes of performing the Services; a Datasheet means a data sheet providing information on particular Project Deliverables or Products supplied by IAW to the Customer; Intellectual Property Rights means patents, copyright, registered and unregistered design rights, utility models, trade marks (whether or not registered), database rights, rights in know-how and confidential information and all other intellectual and industrial property rights and similar or analogous rights existing under the laws of any country and all pending applications for and rights to apply for or register such rights; the Products means any standard off-the-shelf products or custom peptide-MHC class I or II complexes sold and supplied by IAW; the Deliverables means biological and chemical materials including custom made peptides and custom generated peptide-MHC class I and/or II complexes, together with associated documentation produced as part of the Services; the Services means any service performed by IAW as part of a project specified in a Quotation; and a Quotation means a quotation subject to these Conditions issued by IAW for the Project Services and or Products setting out the price and quantity ordered.

1.2 No modification or variation of these Conditions will be effective unless set out in a Quotation or expressly accepted by IAW's authorised representative in writing.

1.3 No acknowledgement of receipt of the Customer's order or other document(s) (including any purchase order, confirmation order, specification or other document) containing terms or conditions inconsistent with these Conditions will constitute an acceptance by IAW of those terms or conditions.

1.4 The Customer waives all claims for breach of any warranty and all claims for any misrepresentation, (negligent or of any other kind, unless made by IAW fraudulently) in relation to any representation, which is not specifically set out in these Conditions as a warranty.

1.5 All Services and/or Products shall only be used for research purposes and shall not be used for any commercial production or sale to a third party.

2. QUOTATIONS AND ORDERS

2.1 If the Customer wishes to place an order for Services or Products it must provide IAW with a written request (sent electronically or by fax) for a Quotation or use the IAW web shop to place an order. The Customer will, in respect of the Services or each Product to be supplied, be responsible for:

2.1.1 ensuring the accuracy of the specification for the Services or Products ordered and in particular details of thesequence, modifications, purity and quantity required; and

2.1.2 providing IAW with all and any information which is necessary in order to enable IAW to provide a Quotation and fulfil the order.

2.2 IAW will not be under any obligation to accept any request for a Quotation. Any Quotation will be provisional and may be altered to take account of any change taking place between the date of quotation and the Customer's confirmation of the order and in any event the Quotation will expire 30 days after the date of its issue unless accepted by the Customer.

2.3 Any acceptance by the Customer of the Quotation must be by written purchase order (including sent electronically or by fax) stating the Quotation reference number, the Customer's company name and telephone number, billing and delivery addresses, and VAT number. Provided IAW receives the Customer's purchase order within 30 days of the date of the Quotation a Contract will be formed.

3. PRICE AND PAYMENT

3.1 The price of the Services and/or the Products will be as stated in the Quotation issued by IAW to the Customer. All prices are quoted DAP (Incoterms 2010). Any freight charges will be covered by a Shipment and Handling charge, which, when appropriate, will be included in the quote.

3.2 All prices are quoted exclusive of value added tax and all other sales tax and duties, which the Customer will pay in addition to the price. The Customer is responsible for payment of such taxes and duties thus securing timely customs clearance.

3.3 All invoices will be paid by the Customer to IAW in Euro within twenty-one (21) days of invoice date in full.

3.4 Payment will not be deemed to have been made until the full price stated in the Quotation has been received by IAW in full without any set-off or deduction.

3.5 IAW may require payment to be made in advance of performance of the Services or delivery of the Products and, in particular, where the Customer has not ordered Project Services or Products from IAW prior to the Contract. IAW may require staged payments on completion of each stage of the Services. IAW may (without prejudice to its other rights) terminate a Contract if it does not receive payment of the full amount of any sum due from the Customer (whether due in connection with that Contract or otherwise) by the due date.

3.6 Where IAW does not require payment to be made by a Customer in advance of performance of the Project Services IAW is entitled to charge a non-refundable deposit as a percentage of the value of any order for Project Services as set out in the Quotation to cover the costs of the Project Services.

3.7 The Customer, without prejudice to any other right or remedy available to IAW, will pay interest on all sums still not paid within 21 days after the due date and the costs of recovery in accordance with the Danish interests act (consolidated act 459 of 13 May 2014).

4. CUSTOMER MATERIAL

4.1 Where the Customer provides IAW with Customer Material in order for IAW to perform the Services the Customer will:

4.1.1 deliver the Customer Material to IAW's premises at its own risk and cost;

4.1.2 provide with the Customer Material all associated information and documentary evidence in relation to the Customer Material as IAW may reasonably require in order to perform the Services; and

4.1.3 ensure that all containers, packaging and labelling of the Customer Material complies with all relevant national and international safety regulations at the time the Customer Material is delivered to IAW.

4.2 If the Customer does not supply IAW with Customer Material that is acceptable for IAW to perform the Project Services or that meets any criteria agreed for that purpose between IAW and the Customer, IAW will be under no obligation to carry out the Services in respect of that Customer Material.

4.3 IAW may use the Customer Material for the purposes of performing the Project Services, but all right, title and interest in the Customer Material will at all times remain the sole property of the Customer. IAW will not use the Customer Material for any purpose except to provide the Project Services to the Customer and will handle and store the Customer Material in accordance with any instructions specified by the Customer and agreed by IAW in writing.

4.4 The Customer warrants that IAW's possession or use of the Customer Material to provide the Services complies with all applicable laws and regulations and will not infringe the Intellectual Property Rights of any third party. The Customer will indemnify IAW from and against any and all actions, claims, damages, losses and expenses (including, without limitation, legal and other costs and expenses) incurred by IAW as a result of or in connection with the Customer's breach of the warranty set out in this condition 4.4.

4.5 For Individualized Services and Custom Products, IAW cannot guarantee that the combinations of peptides and MHC molecules selected by the customer will support peptide-MHC complex formation. Please note that:

i) a non-refundable setup-fee specified in the quote will apply to all complexes requested irrespective of successful complex formation or not,

ii) the full costs specified in the quote will apply to all successfully folded complexes.

4.6 IAW will, at the Customer's option, either destroy or return to the Customer all Customer Material supplied to IAW once the Services have been completed or where IAW is unable to perform the Project Services in accordance with condition 4.2 or condition 7.2.

5. PERFORMANCE OF PROJECT SERVICES AND USE OF PROJECT DELIVERABLES AND PRODUCTS

5.1 IAW will perform the Services with reasonable skill and care. The Customer acknowledges and agrees that the Services are state-of-the-art scientific services and accordingly IAW cannot and does not make any representations or give any warranties, whether expressed or implied, (including any warranty of satisfactory quality or fitness for any particular purpose) for the Project.

5.2 IAW guarantees the purity, identity and content of the delivered Products specified on the "Product Data Sheet" (PDS) of the lot in question. However, it remains the sole responsibility of the Customer to determine the suitability of all materials for any intended or specific purpose of use prior to use. IAW makes no warranties as to use for an intended or specific purpose, unless previously expressly agreed in writing. In particular, IAW cannot guarantee that peptide-MHC complexes supplied can stain any T cells provided by the customer

The Customer shall inspect visually and test the goods immediately upon receipt to determine whether the condition and quantity of the goods conforms to the applicable contractual agreement. Complaints in respect of deficiencies which are detected at the time of testing of the product must be lodged within 8 days of receipt of the goods. The complaint shall be submitted in writing with proof of non-compliance, naming specifically the product, the lot number and the invoice number.

If the Customer has not notified IAW of non-conformity within said 8 business days, the goods shall be deemed accepted by the buyer.

If the Customer lodges a complaint of deficiency or of inconsistency in good time, and if the complaint is justified, the Customer shall receive a replacement delivery. If the replacement delivery is also non-conforming to the prior contractual agreement, then the buyer has the right to demand the revocation of the contract.

5.3 The Deliverables and the Products are intended for research use only. Any recommendation relating to the use of the Deliverables or the Products made by IAW, whether in technical literature, in response to a specific enquiry or otherwise, is given in good faith, but it is for the Customer to satisfy itself of the suitability of the Deliverables or the Products for its own particular purpose. There is no express condition or warranty as to the fitness of the Project Deliverables or the Products for any particular purpose and all conditions or warranties implied by statute, common law, custom, trade usage, course of dealing or in any other way are, to the extent permitted by law, excluded.

5.4 If the Deliverables are rejected by the Customer for any reason, IAW will be entitled to retain any non-refundable deposit required in accordance with condition 3.6 and set out in the Quotation to cover a proportion of the costs of the Services, unless otherwise agreed in writing by the parties.

6. DELIVERY

6.1 Delivery will be at the address specified by the Customer in its purchase order, but IAW may choose the method of delivery suitable to the Deliverables or the Products being shipped.

6.2 Deliverables may be ready for delivery at different stages of the Project Services and IAW reserves the right to make partial deliveries and to charge for the Project Deliverables or Products delivered, even though other Project Deliverables or Products included in a Contract may not have been produced or be ready for delivery.

It is IAW's intention to apply the following timeline: In general, easYmers can be shipped within 1-2 weeks from order confirmation, catalogue peptide-MHC complexes can be shipped within 3 weeks from order confirmation, custom peptide-MHC complexes can be shipped within 3 weeks from receipt of the peptides, which IAW will order from one of its suppliers. In general, such synthesis takes 3-6 weeks depending on the peptide sequence(s); note however, that such peptide synthesis is beyond the control of IAW. In rare cases, peptides may be very difficult or impossible to synthesize, in which case that particular peptide may be cancelled at no cost to the customer.

6.3 The Customer is responsible for ensuring due compliance with all local legal requirements in respect of the importation, storage, insurance or use of the Deliverables or the Products in the territory in which they are to be used.

6.5 In cases of non-delivery of, damage to or shortage in any consignment of the Deliverables or the Products, the Customer will advise both the carrier and IAW in writing at the earliest opportunity and, in the case of damage or shortage, in any event not more than 10 days after delivery. In the absence of prompt written advice from the Customer to both carrier and IAW, the Project Deliverables or the Products shall be deemed to have been delivered and accepted by the Customer complete and in a satisfactory condition.

7. LIABILITY

7.1 IAW products are intended for laboratory and research use only i.e. for the purposes of research performed in experimental and teaching institutes, technical facilities and pertinent industrial units.

7.2 IAW shall not accept any liability for damage that arises from inappropriate handling or from any use in humans and animals. IAW shall likewise not accept any liability for damage (to any property or person) that arises from any inappropriate handling or storage of the products.

7.3 IAW will not be liable for any defect in the Deliverables or the Products unless:

7.3.1 The Customer has notified IAW in writing of any defect in Project Deliverables or the Products immediately such defect is discovered and, in any event, within 30 days of delivery;

7.3.2 The Customer has ceased using the defective Deliverables or the Products after such notification until IAW has investigated the complaint and the matter has been resolved;

7.3.3 The Project Deliverables or the Products have been stored and used in accordance with all instructions given by IAW or contained in any Datasheet;

7.3.4 The Customer retains the defective Deliverables or Products and returns them to IAW on request.

7.4 Where IAW experiences technical difficulties in the completion of the Services it may discontinue the project and cancel the Customer's order without being liable to the Customer in any way.

7.5 Subject to condition 7.8, IAW shall not in any case be liable for any loss or damage to the Customer Material while it is on IAW's premises as a result of the negligence or breach of contract of IAW.

7.6 Subject to condition 7.8, IAW's total liability in respect of any defective Deliverables or Products, whether in contract, or tort (including negligence) or arising in any other way will not exceed re-performance of the Services or replacement of the Products shown to be defective or, at IAW's option, reimbursement of the price received by IAW for those Project Services or those Products.

7.6 Subject to condition 7.8, IAW shall not be liable in any circumstances for any loss of profits, loss of savings, loss of use, loss of business, loss of opportunity, loss or spoiling of data, loss of contracts, (in each case whether direct or indirect and whether in contract or tort (including, without limitation negligence), breach of statutory duty or arising in any other way), or for any indirect loss or damage, costs, expenses and other claims which arise out of or in connection with use of the Project Deliverables or the Products, or any act or omission of IAW relating to the performance of the Project Services or manufacture or supply of the Products (in each case whether arising in contract or tort (including, without limitation negligence), or breach of statutory duty even if IAW had been advised of, or knew of, the likelihood of that loss or type of loss arising.

7.7 Nothing in these Conditions limits or excludes IAW's liability for death or personal injury caused by its negligence or for fraud or fraudulent misrepresentation or for any other matter for which it would be illegal for IAW to exclude or attempt to exclude its liability.

7.8 For the delivery of Custom Reagents and Results, as stated above, IAW cannot guarantee that the combinations of peptides and MHC molecules selected by the customer will support peptide-MHC complex formation, and IAW shall not accept any liability for non- fulfilment or delay of Custom Reagents.

8. DELAY

8.1 IAW will try to meet any specified delivery date, but each Project Deliverable is produced on a customized basis to meet the requirements of an order from state-of-the-art manufacturing techniques and time of delivery will not be of the essence.

8.2 IAW shall have the right to cease performing or cancel the Project Services or cancel, delay or to reduce the amount of Products delivered if IAW is prevented from or hindered or delayed from completing the Project Services or in producing, acquiring or delivering the Products through any circumstances which IAW cannot control by taking such action as can be reasonably expected, including, but without prejudice to the generality of the foregoing, any industrial dispute, fire, explosion, flood, accident, reduction in or unavailability of power at manufacturing plant, breakdown of plant or machinery, or shortage or unavailability of raw materials from normal sources.

9. INTELLECTUAL PROPERTY

9.1 The Intellectual Property Rights in the Deliverables will be the property of the Customer and IAW will assign to the Customer all Intellectual Property Rights in the Deliverables.

9.2 The Intellectual Property Rights in the Products and in all documentation and other materials relating to the Products are, as between IAW and the Customer, the property of, or reserved to, IAW.

9.3 Subject to condition 9.1, nothing in these Conditions grants the Customer any license to or any other rights under any Intellectual Property Rights, techniques, methods or know how of or used by IAW in performing the Project Services.

10. GENERAL

10.1 Waiver – Failure by IAW to enforce any of its rights shall not constitute a waiver of those or any other right of IAW.

10.2 Severance – If any provision of these Conditions or any other provision of a Contract is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

10.3 Law and Jurisdiction – The Contract is governed by Danish law, and these Conditions will be interpreted in accordance with Danish law. The Customer, by ordering the Services or Products, is deemed to submit to the exclusive jurisdiction of the Danish courts in connection with any dispute which may arise from the use of the Project Deliverables or the Products or out of or in connection with the Contract.