

GENERAL SALES CONDITIONS OF HAL ALLERGY BENELUX B.V.

Article 1 – Definitions

The following capitalized words and expressions used in these general sales conditions of HAL Allergy Benelux B.V. are defined terms to which the following meaning is assigned:

Article: a provision of these General Conditions.

Contract: each contract between HAL Allergy and Purchaser which is concluded in accordance with Article 3.4.

Customer Group: physicians with a pharmacy, pharmacies and hospitals with a pharmacy and wholesalers, to the extent that they are established in a country that is part of the Territory and conduct their business in such country.

Delivery: the factual, physical delivery of the Products.

Force Majeure: shall have the meaning set out in Article 11.4.

GDPR: the EU Regulation 2016/679 of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC, as amended from time to time.

GDP Standards: Good Distribution Practice principles and guidelines as set out in European Commission Directive 2013/C 343/01, as amended from time to time.

GMP Standards: Good Manufacturing Practice principles and guidelines as set out in ICH Q7 "Guideline on Good Manufacturing Practice for Active Pharmaceutical Ingredients", European Commission Directive 2003/94/EC and EudraLex Volume 4 "Good Manufacturing Practice for Medicinal Products for Human and Veterinary Use", as amended from time to time.

General Conditions: these general sales conditions of HAL Allergy Benelux B.V.

HAL Allergy: HAL Allergy Benelux B.V., having its corporate seat and principal office at J.H. Oortweg 15, 2333 CH Leiden, the Netherlands.

Products: any movable goods, including but not limited to one or more of allergen products and diagnostics and/or related services which are delivered or to be delivered by HAL Allergy as indicated or referred to in HAL Allergy's offer or order confirmation.

Purchaser: the potential counter party or counter party of HAL Allergy, being at any rate but not limited to the party to which HAL Allergy invoices the Products.

Reserved Territory: all countries within the EU other than the Territory in which HAL Allergy B.V. has appointed an exclusive distributor or which HAL Allergy B.V. has exclusively reserved for itself.

Territory: the country within the Benelux in which Purchaser is established, operates its business or has its registered address as indicated on the relevant order form.

Article 2 – Applicability

2.1 THE APPLICABILITY OF GENERAL TERMS AND CONDITIONS USED OR REFERRED TO BY PURCHASER IS HEREWITH EXPLICITLY REJECTED. These shall not apply to the legal relationship between HAL Allergy and Purchaser.

2.2 These General Conditions are applicable to all legal relationships of HAL Allergy acting as potential seller, or seller of the Products.

2.3 Stipulations deviating from these General Conditions must be made in writing and agreed and signed by HAL Allergy and Purchaser.

2.4 Whenever "written" or "in writing" is used in these General Conditions it shall also mean by fax, email, internet or any other electronic medium.

Article 3 – Conclusion of Contract

3.1 Offers made by HAL Allergy are without engagement and shall be valid for the period indicated in the offer. Any offer made by HAL Allergy shall be regarded as a new and separate offer which shall replace any previous offer or offers made by HAL Allergy.

3.2 Unless agreed otherwise in writing, all offers are based on the assumption that the Contract will be executed under normal labor conditions and during normal working time. If the Contract is not executed under normal labor conditions and conditions and/or under normal working time, Purchaser is obliged to pay any additional costs related thereto to HAL Allergy.

3.3 HAL Allergy may reject a purchase order in writing. HAL Allergy may terminate its negotiations with Purchaser at any time without giving reasons and without having to pay any compensation whatsoever.

3.4 A contract between HAL Allergy and Purchaser is concluded, if HAL Allergy confirms Purchaser's order in writing, or if Purchaser accepts and confirms HAL Allergy's offer in writing and HAL Allergy reconfirms Purchaser's confirmation and acceptance, or if HAL Allergy commences the execution of the order placed by Purchaser (the "**Contract**").

3.5 Purchaser hereby explicitly releases its right to rescind or reject or invoke annulment on the basis of article 6:227b paragraphs 1, 4 and 5 of the Dutch Civil Code and article 6:227c of the Dutch Civil Code, if and to the extent that Purchaser acts as a professional party.

Article 4 – Delivery, Specifications, Warranty

4.1 Delivery of the Products will be done on the basis of DAP (Delivered At Place) (place Purchaser's warehouse) (Incoterm 2020). Purchaser is responsible for procuring transportation insurance, handling at arrival, post-carriage and unloading into

its warehouse. Transportation and storage of the Products is required to take place under actively controlled temperature transport and storage conditions ranging between two (2) and eight (8) degrees Celsius and shall comply with the GDP Standards at all times.

4.2 HAL Allergy observes a maximum production lead time of ten (10) working days plus a delivery lead time of eight (8) working days for each of the Products. However, the time for Delivery indicated by HAL Allergy will only serve as an estimate and is not of the essence. HAL Allergy shall not be in default until HAL Allergy is given a notice of default by Purchaser after the agreed time for Delivery has lapsed and HAL Allergy has been granted a reasonable time for Delivery of at least one (1) calendar month to fulfill its obligations which has also lapsed without HAL Allergy having fulfilled its obligations.

4.3 In case HAL Allergy cannot timely perform its obligations under the Contract, HAL Allergy shall give notice hereof to Purchaser in writing as soon as possible, without HAL Allergy being obliged to pay Purchaser any compensation.

4.4 HAL Allergy is entitled to deliver in consignments and to invoice such deliveries separately.

4.5 Purchaser will accept Delivery of the Products at the agreed time and location. Should Purchaser fail to accept such Delivery entirely, or fail to accept such Delivery, Purchaser shall be liable for any and all costs incurred by HAL Allergy as a result of the foregoing, including a statutory interest increased with three percent (3 %) and the costs for destruction of the unaccepted Products.

4.6 HAL Allergy is not obliged to make inquiries about the intended use of the Products or the circumstances in which the Products will be used. Purchaser shall be fully liable for the application and/or use of the Products, if such application or use is not in accordance with the relevant product leaflet.

4.7 HAL Allergy hereby warrants to Purchaser with respect to all Products delivered to Purchaser pursuant to a Contract that the Products shall be manufactured in accordance with applicable GMP Standards and shall meet their respective specifications if such Products are used in the manner prescribed in the relevant product leaflet. The foregoing warranty shall not apply with respect to a Product that is damaged due to any act or omission of Purchaser, including but not limited to negligent storage or handling. Purchaser shall give its customers no further warranties that the warranty given by HAL Allergy to Purchaser in this Article 4.7.

4.8 HAL Allergy expressly reserves the right, but accepts no obligation, to make such changes in the specifications of the relevant Product as are necessary to ensure that the relevant Product meet any applicable statutory requirements and Purchaser shall not be entitled to object to or reject the Product by reason of any such changes.

Article 5 – Customer Group

5.1 HAL Allergy is HAL Allergy B.V.'s exclusive distributor of the Products for the Benelux. HAL Allergy may only sell the Products to customers belonging to the Customer Group.

5.2 Purchaser shall confine its selling efforts to its customers located in the Territory and Purchaser shall not actively sell the Products in the Reserved Territory.

Article 6 – Prices and Payment

6.1 HAL Allergy's sales price for each of the Products is based upon Delivery DAP (Delivered At Place) (place Purchaser's warehouse) (Incoterms 2020) and is exclusive of VAT, excise tax and other taxes.

6.2 HAL Allergy shall invoice Purchaser per shipment of the Products. Unless agreed otherwise in writing, the total invoice amount shall be paid within thirty (30) calendar days of the relevant invoice date by transferring the relevant invoice amount in the name of HAL Allergy to HAL Allergy's bank account: IBAN NL66 DEUT 0265 1919 63; BIC: DEUTNL2A. Each invoice shall refer to this bank account number.

6.3 Payment shall be made by Purchaser in EURO (€), without the right of set-off, and/or the right to suspend payment.

6.4 All payment-related costs, the provision of securities included, shall be borne by Purchaser.

6.5 In the event of any payment becoming overdue, Purchaser is obliged to pay the outstanding amount and statutory interest increased with three percent (3 %) over such outstanding amount until such date that payment in full has been received by HAL Allergy, without prejudice to any other rights or remedies HAL Allergy may have and without a prior written notice of default having to be served. Any unpaid invoices become immediately due and payable and all consequences of non-performance shall become due, effective and/or payable.

6.6 All extra judicial costs, explicitly including costs incurred in respect of drafting and sending demands for payments, conducting settlement negotiations and other acts in preparation of potential legal proceedings, as well as all judicial costs which HAL Allergy reasonably incurs as a result of Purchaser's non-performance shall be borne by Purchaser.

6.7 Payments by Purchaser shall be deemed to have been made first to settle the costs referred to in Article 6.6, subsequently to settle the interest due and shall then be charged to that part of the principal amount indicated by HAL Allergy, irrespective of indications made by Purchaser.

Article 7 – Security

In case HAL Allergy has good reason to believe that Purchaser will not strictly or timely fulfill its obligations towards HAL Allergy, Purchaser is obliged to provide at HAL Allergy's first request, satisfactory security in the form requested by HAL Allergy with respect to the fulfillment of Purchaser's payment obligations and other obligations under the Contract or Contracts or to replace or provide additional security in addition to any security already provided. If Purchaser does not comply with such a request for security within seven (7) calendar days of receipt of such request, all consequences of non-performance shall become due, effective and/or payable.

Article 8 – Retention of Title

8.1 HAL Allergy retains title relating to the Products delivered or to be delivered, until Purchaser has fulfilled its payment obligations with respect to all Products delivered or to be delivered under the respective Contract.

8.2 Until Purchaser has fulfilled its payment obligations under the respective Contract in full, Purchaser is neither entitled to pledge nor to otherwise encumber the Products. Disposal of the Products to third parties is only permitted in the normal course of its business, provided that Purchaser acts as undisclosed agent (in Dutch: "lasthebber in eigen naam") of HAL Allergy in its own name but for the account of HAL Allergy.

8.3 Purchaser shall notify HAL Allergy immediately if third parties exercise rights to the Products delivered under retention of title or if Purchaser becomes aware of third parties intending to do so.

8.4 In case Purchaser fails to fulfill any of its obligations under the Contract, HAL Allergy has the right to repossess the Products delivered and owned by it. HAL Allergy shall notify Purchaser in writing that it wishes to repossess the Products. Upon receipt of said notification Purchaser has the option to return the Products within three (3) working days to HAL Allergy at Purchaser's cost and expense or to authorize HAL Allergy or any third party designated by HAL Allergy to enter those premises of Purchaser where the Products have been stored and repossess the Products. All costs relating to the repossession of the Products by HAL Allergy shall be borne by Purchaser.

Article 9 – Duty to inspect, Complaints

9.1 Purchaser is obliged to inspect each shipment of the Products directly on the date of Delivery. After detection of defects or non-conformities of the delivered Products Purchaser is obliged to keep the relevant Products on hold and separated from all other products, to seal and retain the relevant Products, to take pictures showing the defects or non-conformities detected. Subsequently, Purchaser is obliged to inform HAL Allergy immediately in writing after detection of any defects or non-conformities by describing the defects or non-conformities in detail and by providing HAL Allergy with the retained Products, if so requested by HAL Allergy, and the pictures taken by Purchaser of the defective or non-conforming Products. Purchaser is obliged to inform HAL Allergy in writing of visible defects or non-conformities within forty-eight (48) hours after delivery, failing which Purchaser loses its right to claim that the Products do not conform to the Contract or are defective and HAL Allergy shall, irrespective of the legal basis for a claim, not be liable for such defects. Other defects or non-conformities must be notified in writing by Purchaser to HAL Allergy within one (1) calendar week after their discovery and at any rate within one (1) calendar month after Delivery, failing which Purchaser loses its right to claim that the Products do not conform to the Contract or are defective and HAL Allergy shall, irrespective of the legal basis for a claim, not be liable for such defects.

9.2 In the event of a justified claim under Article 4.7 or a justified complaint under Article 9.1 and provided that any defect or non-conformity has not been caused while the Products were in storage or transported by or on behalf of Purchaser, HAL Allergy's obligations shall be limited to replacing the Product concerned as soon as reasonably and practically possible, delivering any lacking quantity of the relevant Product, or reimbursement of the purchase price paid by Purchaser for such Product, all at HAL Allergy's election. Purchaser agrees and understands that the nature of the Products does not always allow stock production.

9.3 Any claim and/or defense of Purchaser, based upon facts that would justify the claim that one or more of the Products delivered do not conform to the Contract or is defective, in whole or in part, expires twelve (12) calendar months after the date of Delivery of the relevant Products or, whichever occurs sooner, the expiration date of the Product or Products in question.

Article 10 – Limitation of liability, Product Recall

10.1 If and to the extent that: (a) the delivered Product is defective as referred to in article 6:186 of the Dutch Civil Code or (b) in the event of the entry or movement of the delivered Product, normal use of the Product for the purpose for which it is intended causes damage, HAL Allergy's liability shall, irrespective whether the legal basis for a claim is product liability as referred to in articles 6:186 up to and including 6:193 of the Dutch Civil Code, tort or otherwise, be limited to the damage and amount referred to in article 6:190 of the Dutch Civil Code.

10.2 If and to the extent that: (a) a delivered Product does not conform to the Contract other than as referred to in Article 10.1 and/or (b) claims are made by Purchaser or third parties that do not fall within the scope of Article 10.1, HAL Allergy shall, irrespective of the legal basis for a claim, only be liable to compensate for damages up to an amount which is equal to the amount paid by Purchaser for those Products that caused the damage.

10.3 If and to the extent that the defect or non-conformity in respect of a Product that caused the damage did not exist on Delivery and/or (b) the defect or non-conformity in respect of that Product, or is caused, in whole or in part, by the handling of that Product by Purchaser and/or third parties and/or other acts or omissions by Purchaser and/or third parties, HAL Allergy shall not be liable, whether on the basis of Articles 10.1, 10.2 or otherwise.

10.4 HAL Allergy shall, irrespective of the legal basis for a claim, not be liable for consequential losses or damages, whether suffered directly or indirectly, including but not limited to: loss of profits, loss of revenue, loss of data, incurred losses, costs and expenses, loss of contracts, loss of savings, non-recouped investments, costs of performing product recall measures and/or product recalls, or losses caused by disruption or stoppage of the production and/or the business.

10.5 The limitations of liability referred to in Articles 10.1 and 10.2 do not apply, if and to the extent that HAL Allergy's liability for damages is insured under any of HAL Allergy's insurance policies and the relevant insurer pays out. In that case HAL Allergy shall only be liable to compensate for any damages to the extent such damages are covered by the insurance

policy concerned in the matter concerned. HAL Allergy is not obliged to exercise its rights under any of its insurance policies. For the avoidance of doubt, the provisions of Articles 10.3, 10.4, 10.6, 10.7 and 10.8 shall remain in full force and effect.

10.6 HAL Allergy stipulates all legal and contractual defenses that it can invoke in respect of its liability towards Purchaser also for the benefit of all persons or legal entities involved in the performance of the Contract.

10.7 HAL Allergy may sub-contract, involve and instruct any third party to carry out HAL Allergy's obligations under the Contract and may invoke any limitations of liability of these third parties against Purchaser.

10.8 The limitations of liability referred to in Articles 10.1 up to and including 10.7 shall not affect liability based on mandatory applicable law. HAL Allergy shall not invoke the limitation or exclusion of its liability in the event of willful recklessness or willful intent on the part of HAL Allergy or employees belonging to HAL Allergy's management.

10.9 Each party is obliged to cooperate upon the request of a competent authority to take and perform appropriate recall measures in respect of the Products, whereby the performance of a recall (meaning the taking back of the delivered Products) shall occur in the last instance and perform any recall measures so demanded. Purchaser is also obliged to cooperate upon HAL Allergy's request to take recall measures and to perform the recall measures demanded by HAL Allergy. HAL Allergy may request a recall of the relevant Product in the event that: (a) there is a reasonable basis to believe that such Product does not meet applicable the GDP or GMP Standards, or other applicable laws, rules or regulations, or (b) HAL Allergy, in its discretion, decides that the performance of recall measures is necessary.

10.10 The nature and urgency of any recall and/or the recall measures to be taken, if any, will be determined by HAL Allergy, or, as the case may be, the relevant competent authority, whereby each party shall use its best efforts to mitigate any damage and costs to be suffered or incurred as a result of or in connection with the performance of a recall or recall measures as much as is reasonably possible.

10.11 Once the decision to recall one or more of the delivered Products has been taken, the recall will be coordinated by HAL Allergy. Each party shall bear the cost of performance of the recall or recall measures with respect to the use of its own personnel and assets.

Article 11 – Termination, Rescission and Force Majeure

11.1 If: (a) Purchaser fails to comply with any of its obligations under the Contract, or (b) an application for a (preliminary) suspension of payments is made by Purchaser or granted to Purchaser, or (c) an application for bankruptcy is filed with regard to Purchaser or Purchaser is declared bankrupt, HAL Allergy is entitled to terminate, or to rescind the Contract, in whole or in part, the Contract with immediate effect or to suspend the (further) performance of its obligations under the Contract, all such without prejudice to any other rights or remedies HAL Allergy may have and without any compensation being due by HAL Allergy.

11.2 If HAL Allergy terminates or rescinds the Contract in accordance with Article 11.1, without prejudice to any other rights or remedies HAL Allergy may have, any and all claims of HAL Allergy may have vis-à-vis Purchaser shall become immediately due and payable.

11.3 If a party cannot properly perform its obligations (other than payment obligations), in whole or in part, for (a) a continuous period of eight (8) weeks or longer, or (b) such performance is rendered impossible, as a result of one or more circumstances which are beyond that party's reasonable control and which are listed in Article 11.4 ("Force Majeure"), this party shall not be liable towards the other party for its failure to comply with its obligations under the Contract, any default occurring as a consequence thereof or any delay in the performance of the Contract, and each party is entitled to rescind the Contract, in whole or in part, or to terminate the Contract with immediate effect, without any compensation being due by the affected party.

11.4 "Force Majeure" is limited to the following circumstances which are regarded as being beyond the reasonable control of and are not attributable to the party affected by force majeure: governmental regulations or orders or changes in applicable laws or regulations which prohibit or restrict the sale of the Products to be delivered, prohibitions on import and/or on export; shortage of raw materials and excipients for the manufacture of the Products, non-performance by transport undertakings engaged by HAL Allergy, wars, epidemics, pandemics, governmental restrictions as a result of epidemics or pandemics, nature and/or nuclear disasters; explosions, the inability to obtain or retain necessary authorisations, licenses and/or permits, acts of terrorism, threats of terrorist activity or terrorist activity.

11.5 Each party shall notify the other party forthwith of and to what extent the party affected by Force Majeure will be able to continue to deliver or, as the case may be, accept Delivery of, the Products. HAL Allergy shall never be obliged to manufacture additional Products and/or raw materials required for production of the Products from third parties in case of shortage. If the quantity of the Products available with HAL Allergy is not sufficient to deliver to all its customers, HAL Allergy is entitled to allocate shipments in such a way which seems appropriate to HAL Allergy.

Article 12 – Intellectual Property and Confidentiality

12.1 Purchaser is only permitted to use HAL Allergy's trade names, logo's, patents, copyrights, trade marks and/or any other of HAL Allergy's intellectual property rights if and to the extent specifically agreed in the Contract.

12.2 Each party undertakes that it will not at any time disclose any confidential information concerning the Contract or Contracts, any and all offers and orders, or the business and affairs of the other party, for any other purpose than performing the Contract or Contracts, except: (a) to the extent required by applicable law, including but not limited to stock exchange rules, or by any competent authority but in that case only (where permitted by law) after consulting with the other party about the timing and content of such disclosure, (b) to its professional advisers subject to a duty of confidentiality and only

to the extent necessary for any lawful purpose, and (c) to the extent that at the date hereof or hereafter such information is or shall become public knowledge, otherwise than through unlawful disclosure of which that party at the time of disclosure was or could reasonably have been aware that it was unlawful. HAL Allergy's confidential information shall comprise but not be limited to: price lists, know-how, product specifications and all other information disclosed by HAL Allergy to Purchaser, whether verbally or in writing, on a data carrier or otherwise.

Article 13 – Applicable law, Jurisdiction

13.1 The laws of The Netherlands shall apply to all legal relationships between HAL Allergy and Purchaser, with the exception of its conflict of law provisions. The provisions of the United Nations Convention on Contracts for the International Sale of Goods (1980) shall not apply.

13.2 The property law aspects, including but not limited to ownership and retention of title, with respect to the Product that is or is to be supplied, delivered and exported by means of international transport, whether by land, sea or air, shall be governed by the laws of The Netherlands, with the exception of the provisions of the United Nations Convention on Contracts for the International Sale of Goods (1980).

13.3 The competent court in Amsterdam, the Netherlands has exclusive jurisdiction to settle all disputes arising under or in connection with any Contract or the performance of any Contract as well as any disputes regarding these General Conditions.

Article 14 – Conversion

If any provision of these General Conditions is invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of these General Conditions which shall remain in full force and effect. HAL Allergy shall substitute any invalid or unenforceable provision with a valid and/or enforceable provision which achieves to the greatest extent possible the objectives of the invalid or unenforceable provision.