

# ADAPTIVE BIOTECHNOLOGIES CORPORATION

## STANDARD SHIPPING AND PAYMENT TERMS AND CONDITIONS

These Standard Shipping and Payment Terms and Conditions (these “**Terms**”) apply to all reagents, kits, samples and other physical items (collectively “**Materials**”) purchased from or shipped by Adaptive Biotechnologies Corporation or its subsidiaries, affiliates, distributors, fulfillment agents or other parties on its behalf (as applicable, “**Adaptive**”) to customers or their agents (as applicable, “**Client**”); provided that if Adaptive and Client have signed a separate written agreement with respect to a particular shipment of Materials, in which case such agreement shall control to the extent inconsistent with these Terms.

- 1) Shipping Terms. Adaptive will ship all Materials, addressed to Client’s shipping address (as designated on the relevant order form, separate written agreement or other documentation governing the shipment (as applicable, the “**Order**”). All shipments are made EXW Adaptive’s shipping dock (Incoterms 2010). On delivery of Materials to the carrier, risk of accidental loss, destruction or deterioration shall pass to Client, regardless if shipping and insurance are arranged by Adaptive. Each shipment shall be deemed accepted by Client if not rejected in writing within fifteen (15) days after the receipt. Rejection may only be due to documented material nonconformities with the relevant specification for the Materials.
- 2) Payment Terms. Client shall pay to Adaptive the fees set forth in the Order. All amounts due from Client to Adaptive under this Agreement will be due at the times set forth in the Order (or if silent, due 30 days after invoice), and will be made by check drawn against immediately available funds, wire transfer, or other means approved previously by Adaptive. Late payments will be subject to a charge equal to the lesser of 1.5% per month or the maximum rate permitted by law.
- 3) Miscellaneous. In the event of a conflict between these Terms and the Order, the Order terms will control. If any provision in these Terms is found to be illegal, invalid or unenforceable then to the extent permitted by law: (i) all other provisions will remain in hereto as nearly as possible; (ii) such invalidity, illegality or unenforceability will not affect the validity, legality or enforceability of any other provisions; and (iii) any court or arbitrator having jurisdiction will have the power to reform such provisions to the extent necessary. These Terms constitute the full and complete understanding of the parties with respect to the shipping of Materials to Client by Adaptive, and supersedes and expressly cancels all prior understanding and agreements relating to the subject matter hereof. Any waiver, modification or amendment of any provision of these Terms will be effective only if in writing and signed by the parties. These Terms will be construed and enforced in accordance with the laws of the State of Washington, excluding its conflict of laws provisions. The parties specifically disclaim the application of the UN Convention on Contracts for the International Sale of Goods. Where a dispute arises out of or in connection with these Terms the parties agree that the exclusive and sole venue for resolution will be a court of competent jurisdiction within Skagit County, state of Washington, and the Parties agree to submit to the jurisdiction of the same. In the event of any dispute relating to these Terms, the non-breaching party will be entitled to recover reasonable attorneys’ fees and costs and expenses.