



**GENERAL TERMS AND CONDITIONS OF PURCHASING OF ARGENX SE  
(Laarderhoogtweg 25, 1101 EB Amsterdam, Netherlands) ("argenx")**

**Effective Date: 1 April 2026**

**1. GENERAL**

These general terms and conditions for purchasing ("GTC") are intended to be attached to or referred to in a purchase order ("PO") provided by argenx to the supplier identified in the PO ("Supplier"). In the absence of a written and signed contract with argenx and/or its affiliates regarding the delivery of the goods and/or services set forth or referred to in the PO, these general terms and conditions will govern the delivery of such goods and/or services, together with any special conditions specified in the PO. These GTC override any terms and conditions of the Supplier unless agreed otherwise in writing.

**2. DELIVERY**

The goods and/or services shall be delivered by Supplier with due care, in accordance with good industry practice and at the time and in the conditions stated or referred to in the PO and title of goods delivered to argenx shall pass to argenx immediately upon delivery. Supplier shall immediately notify argenx in writing if it cannot meet the agreed delivery time or quality. Unless otherwise agreed upon in writing, the reception and acceptance of goods or services will take place in argenx' and/or its affiliates premises. Supplier warrants that all goods shall be delivered without any apparent or hidden defect in their composition, manufacture or performance.

**3. FEE AND PAYMENT**

In full consideration for providing the goods and/or services set forth or referred to in the PO, argenx shall pay Supplier the price set forth in the PO, which shall be inclusive of tax, except for VAT. Upon completion of the services and/or delivery of the goods, Supplier shall submit to argenx an invoice which gives details of the goods or services, Supplier's bank account information, the applicable PO number and the price. argenx shall pay the undisputed amount of the invoice to Supplier within thirty (30) days after receipt of the invoice.

**4. CONFIDENTIAL INFORMATION**

With respect to confidential information disclosed to Supplier by or on behalf of argenx and/or its affiliates, Supplier shall: (i) maintain the confidentiality of information received hereunder; (ii) protect the confidential information from any unauthorized access, use, or disclosure to third parties by applying the same degree of care it uses to protect its own confidential information, and in no event less than a reasonable degree of care; (iii) not use the confidential information for any purpose other than the supply of the goods or the performance of the services to argenx; (iv) not, without the prior written approval of argenx, disclose confidential information to any third party; (v) not copy, reduce to writing or otherwise record the confidential information except as strictly necessary for the supply of the goods or performance of the services to argenx; (vi) promptly notify argenx in writing of any loss, misuse, or unauthorized disclosure.

**5. INTELLECTUAL PROPERTY**

All works, results, inventions, documents, and other materials created or acquired by the Supplier in carrying out the services ordered in the PO, together with all related intellectual property rights, shall vest in argenx. The Supplier hereby assigns, and agrees to assign, all such rights to argenx upon creation, without additional consideration. argenx may require Supplier to confirm such ownership and reasonably assist argenx with such assignment. Supplier may use argenx's and its affiliates' trademarks, logos, or other intellectual property only with prior written permission and in accordance with argenx's instructions. Supplier

represents and warrants that argenx's and its affiliates' use of the goods and/or services (or any deliverable provided by Supplier) in the normal course of business will not infringe on any third party's intellectual property.

**6. INSURANCE**

Supplier shall maintain adequate liability insurance covering risks arising from the supply of goods and services pursuant to the PO.

**7. LIABILITY**

Except for liability arising from fraud, gross negligence, willful misconduct, or that which cannot by law be excluded, neither party shall be liable for indirect or consequential damages, such as lost profits, lost opportunities or loss of goodwill, even if advised of such possibility.

**8. COMPLIANCE, DATA PROTECTION**

Supplier shall comply with and abide by all applicable laws, regulations or other governmental restrictions, including all anti-corruption laws. argenx may process Supplier's personal data for the performance of its obligations under these GTC in accordance with applicable data protection laws. A copy of argenx' privacy policy can be found on argenx' website ([www.argenx.com](http://www.argenx.com)). Supplier will process personal data only as strictly necessary for the performance of these GTC. Supplier acknowledges argenx's Third Party Partner Code of Conduct, available [here](#) and must inform its Personnel that is engaged in the performance of this Agreement of this code of conduct.

**9. TERMINATION**

argenx may terminate the PO immediately if a material breach is not remedied within fourteen (14) days of written notice. Each party terminate the PO with immediate effect by written notice if the other party becomes insolvent, enters into liquidation, is subject to bankruptcy or restructuring proceedings. Termination shall not affect rights or obligations accrued prior to termination.

**10. MISCELLANEOUS**

Neither party may assign rights or obligations under these GTC without the other's consent (not unreasonably withheld), except that argenx may assign to an affiliate or legal successor in a merger, reorganization, or sale of its business, after which argenx shall have no further obligations.

If any provision of these GTC is held invalid or unenforceable, the remaining provisions shall continue in effect.

**11. GOVERNING LAW AND JURISDICTION**

These GTC shall be governed by the laws of the country of incorporation of argenx, and disputes shall be subject to the exclusive jurisdiction of the courts at its registered office.