

Terms and conditions

Website Terms and Conditions

Terms and Conditions for Purchase Orders

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Forward-Looking Statements

This website contains forward-looking statements within the meaning of Section 27A of the Private Securities Litigation Act of 1995. Forward-looking statements are based on our management's beliefs and assumptions and on information available to our management. All statements other than statements of historical facts are "forward-looking statements" for purposes of these provisions, including those statements relating to our prospects, strategies, intentions, plans, objectives, future operating or financial performance, as well as statements about anticipated trends in our business and industry characterizations of future events or circumstances. In some cases, you can identify forward-looking statements by terms such as "may," "might," "will," "should," "expect," "plan," "anticipate," "project," "believe," "estimate," "predict," "intend," or "continue," the negative of terms like these or other comparable terminology, and other words or terms meaning in connection with any discussion of future performance, events, or circumstances. These statements are only predictions. All forward-looking statements included in this website are based on information available to us as of the date of the document containing the forward-looking statement or as of the dates indicated in the forward-looking statements, and we have no obligation to update any such forward-looking statements. Any or all of our forward-looking statements in this website may turn out to be wrong. Actual events or results may differ materially. Our forward-looking statements can be affected by assumptions we might make or by known or unknown risks, uncertainties, and other factors. We discuss many of the risks, uncertainties, and other factors under the caption "Risk Factors" in our most recent Annual Report on Form 10-K and our most recent Quarterly Report on Form 10-Q. We caution investors that our business and financial performance are subject to substantial risks and uncertainties.

Updates and Amendments

These policies can be updated or amended without notice to user. User will be bound by any update or amendment without notice.

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Terms and Conditions for Purchase Orders

"Seagen" shall refer to Seagen, Inc., and/or its affiliates. "Supplier" shall refer to the supplier designated on the front of this Purchase Order ("PO" or "order") issued by Seagen, and shall also include Supplier's employees, subcontractors, independent contractors, and all other persons performing any type of work under the PO.

In the event that a Master Services Agreement ("MSA") is in effect between Seagen and Supplier, the terms of the MSA shall supersede and govern in the event of any conflict or inconsistency between the provisions of the MSA and the Purchase Order Terms and Conditions set forth herein.

ACCEPTANCE: Seagen offers to buy goods (the "Products") and/or services (the "Services") described in this PO from Supplier on the terms set forth in these Purchase Order Terms and Conditions (the "Terms of Purchase"). Supplier has read and understands this PO, including the Terms of Purchase, which are incorporated into the PO by this reference, and agrees that Supplier's written acceptance, delivery of any Product, or commencement of any Service shall constitute Supplier's acceptance of the PO, including the Terms of Purchase. All terms and conditions proposed by Supplier that are different from or in addition to the Terms of Purchase and are not agreed to in writing by Seagen are expressly rejected and shall not become a part of this PO. The term "PO" or "order" when used in this document shall include the Terms of Purchase.

PRICING AND PAYMENT: Price, quantity, delivery, and any special requirements for the Products and Services are set forth in this PO. Prices shall not be increased from the price set forth on the PO without Seagen's prior written consent. Unless otherwise specifically stated in this PO, payment terms are Net 30 days from date of receipt of Products or completion of Services, except in the case of pre-paid Services, from time of receipt of invoice from Supplier.

SPECIFICATIONS: Any specifications and special requirements (e.g., Seagen's approval of a sample or prototype) for the Products and Services are set forth in this PO and Supplier's description of specifications, standard features, name or Supplier's product code attached thereto. Products shall be of new materials, shall be merchantable, and shall operate in accordance with their intended purpose. Both Products and Services shall conform to any accompanying documentation, and any product or

services description provided by Supplier in connection with Seagen's purchase of the Products and Services, including descriptions posted on Supplier's website. Services shall be performed diligently and in accordance with the highest standard of the Supplier's industry. The foregoing shall be deemed to be "Specifications" for the Products and/or Services, as applicable.

DELIVERY: Time is of the essence for this order. Supplier shall take all reasonable steps to meet the delivery date(s) in the PO and will notify Seagen of any actual or anticipated delay. Unless otherwise specifically provided in the PO, Supplier shall deliver the Products to the location specified in the PO FOB destination. Supplier shall pack the Products in a reasonable manner (taking into account factors such as the nature of the Products, anticipated time in transit, and mode of shipment) in accordance with the shipping Specifications, if any, in this PO and all applicable laws and regulations. No charge will be made for handling, packing, crating, or storage without written permission of Seagen. Supplier shall deliver the Products to a common carrier or freight forwarder specified by Seagen or, if none is specified, then to a reputable common carrier or freight forwarder. All shipping and insurance charges are at Supplier's expense. Title and risk of loss shall pass to Seagen upon delivery to the location specified on the PO.

INSPECTION RIGHTS: Seagen shall inspect the Products upon delivery to the location specified in this PO (or, when applicable, upon installation) for obvious damage, non-conformity to Specifications, failure to conform to the warranties in the PO and/or defects in material, workmanship, or packaging ("Defects"). Inspection may be on a sample inspection basis when appropriate. Seagen shall notify Supplier within thirty (30) days of the later of delivery or installation, as applicable, of any Defect revealed by Seagen's inspection. Rejection of a sample shall be cause for rejection of the entire lot. Seagen shall provide prompt written notice to Supplier if any of the Products or Services fail to conform to the Specifications or if it discovers a latent Defect in Products not discernable by visual inspection following delivery. If an item is defective in material or workmanship or otherwise not conforming with the requirements of the PO, Seagen will have the right to reject it, to require correction, or to accept it with an adjustment in price. Any item that has been rejected or requires correction must be replaced or corrected by and at the expense of Supplier promptly after notice.

WARRANTIES: Supplier warrants that (i) it has legal title to the Products; (ii) the Products will be delivered free from a security interest or other lien or encumbrance except a purchase money security interest as imposed by law; (iii) the Products will be merchantable and fit for the ordinary purposes for which such Products are used; (iv) the Products and Services will conform to the Specifications and all applicable laws and regulations. Supplier warrants that it shall, at Seagen's option and Supplier's expense, repair, replace, or refund the price of any Products or Services with Defects.

The warranties provided by this PO are in addition to all other warranties applicable pursuant to provisions of the Uniform Commercial Code ("UCC") or otherwise by operation of law, and shall supersede and not be affected by all disclaimers or limitations that attempt to limit such warranty. Supplier's warranties in this PO shall run to Seagen. Warranty claims arising under the PO or other applicable law must be made within the applicable period prescribed by statute, provided; however, if Supplier provides a longer warranty period for substantially similar products to any other of its customers, then Seagen and its customers and suppliers shall have the benefit of such longer warranty period.

CHANGE ORDERS: Seagen may at any time, by written order, increase or decrease the ordered quantities, change the delivery schedule, suspend performance, or make changes in specifications, method of shipment, or delivery location. If such change results in an increase in cost or the time required by Supplier to complete performance of the PO, and Supplier so notifies Seagen, then an equitable adjustment will be made and the PO will be modified accordingly in writing. Supplier must make such claim within twenty (20) days of the date of notification of change from Seagen in order to be valid. Nothing in this section is intended to excuse Supplier from completion of the PO as changed or amended.

Cancellation

a) Seagen may terminate this PO, in whole or in part, without liability: i) if Seagen anticipates Supplier's breach of this PO; ii) if Supplier does not provide adequate assurance of its performance within ten (10) days of Seagen's request; iii) if deliveries made at the time or in the quantities specified; or iv) in the event of a breach or failure by Supplier to meet other terms of this PO. This right shall be in addition to any other remedies provided to Seagen by law.

b) Seagen may terminate this PO, in whole or in part, at any time for its convenience by notice to Supplier in writing. Supplier's sole compensation for such termination shall be payment by Seagen of the percentage of the total order price corresponding to the proportion of work completed in fulfilling the PO prior to such notice, plus any reasonable expenses incurred by Supplier in performing under the PO prior to its termination. Such termination claim must be submitted to Seagen within thirty (30) days of the date of termination and shall be subject to review by Seagen.

c) Upon any termination under this paragraph, title to all equipment, materials, work in progress, finished products, plans, drawings, specifications, information, special tooling, and any other items for which Supplier may submit a claim shall vest in Seagen, and Supplier shall promptly deliver these items to Seagen and take all necessary action to protect such property prior to such delivery.

INDEMNIFICATION: Supplier shall indemnify and hold harmless Seagen, its affiliates, and their respective successors, assigns, employees, directors, customers, and users of the Products or Services from any liability, loss, claims, lawsuits, damages, or expenses (including reasonable attorney fees) incurred, relating to, or caused by:

- (a) actual or alleged patent, copyright, or trademark infringement or violation of other proprietary right, arising out of the purchase, sale, or use of the Products or Services covered by this order;
- (b) actual or alleged Defect in the Services or in the Products, including in their design, manufacture, or material;
- (c) actual or alleged breach of warranty;
- (d) failure of Supplier to deliver the Products or Services on a timely basis; or
- (e) failure of the Products or Services to meet the requirements of applicable law.

In the event of a claim under this paragraph, Seagen may at its option terminate the PO or defer acceptance of the balance Products or Services ordered until the claim is resolved. If Seagen is enjoined from use of the Products, Supplier shall at its option, either procure for Seagen the right to continue using the Products, replace the Products with substantially equivalent goods, modify the Products so as to be usable by Seagen, or repurchase the Products at the price set forth in the PO.

INSURANCE: Supplier shall obtain and keep in force for three (3) years after the last delivery of Product or Service performed under this PO, general comprehensive liability insurance covering each occurrence of bodily injury and property damage in an amount of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the aggregate (or any other amount Seagen may indicate in this PO) with special endorsements providing coverage for:

- (a) Products and Completed Operations Liability;
- (b) Blanket Broad Form Vendor's Liability; and,
- (c) Blanket Contractual Liability.

If services are performed under this order on Seagen's premises, Supplier shall also obtain a Personal Injury endorsement, its agents, sub-suppliers and subcontractors, who are in any way engaged in or connected with this PO, to maintain the same insurance as required herein of Supplier and shall further obtain Workers' Compensation, Employer's Liability, and Automobile Liability Insurance coverage in amounts acceptable to Seagen. Where applicable, Supplier will maintain Professional Liability Insurance in the amount of One Million Dollars (\$1,000,000) per occurrence. If requested, Supplier shall furnish Seagen a certificate evidencing the required insurance.

IDENTIFYING NUMBER: The identifying number ("PO number") shown on this PO must appear on all invoices, packing slips, and any correspondence pertaining to this PO.

INTELLECTUAL PROPERTY: Supplier shall not use, reproduce, or appropriate for or disclose to anyone other than to Seagen, any materials, drawings, designs, or other intellectual property or information furnished by Seagen ("Material") without Seagen's prior written approval. Title to all Material shall remain with Seagen at all times, and where practicable the Material shall be marked or tagged to indicate ownership. Supplier shall bear the risk of loss or damage to the Material until it is returned to Seagen at the termination or completion of the PO unless otherwise directed by Seagen.

Seagen will own all right, title, and interest to any and all drafts, analyses, and other materials created by Supplier pursuant to this PO ("Results"), together with any copyright or other intellectual property right in the Results. To the extent applicable, the Results will constitute "works made for hire" and Seagen will be the "author" of the Results under applicable copyright law. Supplier shall not disclose or publish the Results without Seagen's prior written consent. Supplier will deliver any and all Results to Seagen on request.

CONFIDENTIAL INFORMATION: Supplier shall keep confidential all information provided to Supplier by or on behalf of Seagen or acquired by Supplier, including by visual observation of Seagen's premises, including, but not limited to, statements, work, specifications, drawings, designs, processes, and other technical or business information, and shall use such information only in the performance of this PO. Upon completion, cancellation, or termination of Seagen's purchase orders, Supplier shall, at Supplier's expense, return to Seagen or destroy all documents or other media containing or incorporating any of the information and, on request, provide a certificate confirming the return or destruction of all such Supplier shall include a provision comparable to this section in all permitted subcontracts relating to the Products or Services ordered.

NO ASSIGNMENT; SUBCONTRACTS: Supplier may not assign or delegate its obligations under this order without Seagen's prior written consent. Supplier may subcontract the performance of Services to a third party, provided that Supplier shall remain responsible and primarily liable for the compliance of such subcontractor and its personnel with all of the terms and conditions of this PO.

RELATIONSHIP OF PARTIES: Supplier and Seagen are independent contracting parties and nothing in this order shall make either party the agent or legal representative of the other for any purpose whatsoever, nor grant either party any authority to assume or to create any obligation on behalf of or in the name of the other. Supplier is solely responsible for the compensation and conduct of its employees, agents, and subcontractors at all times.

GOVERNING LAW: This order shall be interpreted and enforced in accordance with the laws of the state of Washington regardless of any choice of law principles. The parties will submit any dispute or claim arising under this order to the exclusive jurisdiction of the courts located in King County, Washington, and the parties hereby submit to, and waive any objection to personal jurisdiction and venue in such courts for such purpose.

SEVERABILITY: If any term of this order is invalid or unenforceable under any statute, regulation, ordinance, executive order or other rule of law, such term shall be deemed modified or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule, and the remaining provisions of this order shall remain in full force and effect.