

General Terms and Conditions Vereenigde Octrooibureaux N.V.



1. General

1.1 All orders shall be deemed to be given to and can only be accepted by Vereenigde Octrooibureaux N.V., registered in The Netherlands, reg. No. 27288995. Applicability of Articles 7:404 and 7:407 paragraph 2 Dutch Civil Code is excluded.

1.2 All stipulations in these general terms and conditions shall also apply in respect of anyone who, whether or not as an employee, performs work for the office organizations of Vereenigde Octrooibureaux N.V., Unipat B.V., Vereenigde B.V., Unipat Deutschland B.V. and Unipat Belgium B.V.

2. Performance and scope of order

2.1 The client shall provide Vereenigde Octrooibureaux N.V. in a timely manner with all information and instructions necessary for the handling of an order. If through a lack of information or instructions from the client non-observance of a time limit is imminent, Vereenigde Octrooibureaux N.V. shall, if possible, request an extension of such time limit. For such work, fees and disbursements shall be charged to the client, in the manner as provided for in Article 4.

2.2 Correspondence received by Vereenigde Octrooibureaux N.V. in respect of cases for the renewal of which Vereenigde Octrooibureaux N.V. is not responsible shall upon request be forwarded to the client. For such work, fees and disbursements shall be charged to the client, in the manner as provided for in Article 4.

2.3 If in the course of executing an order it appears that upon continuation of such execution an essential conflict of interest may arise with a previous order of another client, Vereenigde Octrooibureaux N.V. is entitled to terminate its work on the first-mentioned order.

2.4 An order can be considered accepted upon written confirmation by Vereenigde Octrooibureaux N.V., or after Vereenigde Octrooibureaux N.V. has initiated work on said

order. An order to file a patent application, a trade mark or design application or a utility model application or to take over representation or perform other work implies an order to report on the developments regarding the order and - if necessary without consultation - to do all that is required to maintain the rights applied for or obtained. However, non-performance by Vereenigde Octrooibureaux N.V. of work it has not been explicitly instructed to do can never give rise to any liability.

2.5 In carrying out an order, Vereenigde Octrooibureaux N.V. is entitled to engage third parties. In the selection of such third parties Vereenigde Octrooibureaux N.V. observes due care and attention.

3. Exclusion of liability

3.1 Vereenigde Octrooibureaux N.V. excludes any liability for damage caused by work performed by or under the responsibility of any of the trade mark attorneys, patent attorneys or lawyers of Vereenigde Octrooibureaux N.V., or damage relating to such work that may be attributed to Vereenigde Octrooibureaux N.V. in any way, unless the client demonstrates that the damage it has suffered has been caused by gross negligence or intention of Vereenigde Octrooibureaux N.V. In that case, liability shall be limited to the amount paid out under the professional liability insurance taken out by Vereenigde Octrooibureaux N.V. (in the case of liability of lawyers, plus the amount of the own risk deductible that is not for the account of the insurers).

3.2 In case the liability insurance mentioned in Article 3.1 does not pay out, any liability shall be limited to an amount of € 100,000. The amount to be paid by Vereenigde Octrooibureaux N.V. shall in any case not be higher than the amount the client has paid to Vereenigde Octrooibureaux N.V. for the order concerned.

3.3 Vereenigde Octrooibureaux N.V. excludes any liability for any incorrectness and/or incompleteness of literature sources consulted by Vereenigde Octrooibureaux N.V. and of the registers consulted by Vereenigde Octrooibureaux N.V., as well as for any incorrectness and/or incompleteness of the information provided by the client.

3.4 Vereenigde Octrooibureaux N.V. excludes any liability for damage attributable to third parties it has engaged.

4. Invoices

4.1 Vereenigde Octrooibureaux N.V. may at any time require the client to pay an advance. Vereenigde Octrooibureaux N.V. is then entitled not to start or continue any work before the advance has been paid by the client. Any possible damage due to such non-commencement or discontinuation of work shall be fully borne by the client.

4.2 Unless agreed otherwise, the client shall be charged a fee based on hourly rates previously determined by Vereenigde Octrooibureaux N.V., multiplied by the number of hours devoted to an order. In addition, Vereenigde Octrooibureaux N.V. also uses fixed fees. All costs (such as official fees, court registry fees, invoices from foreign associates) in connection with the execution of an order shall be charged to the client.

4.3 After the expiration of thirty days from the date of an outstanding invoice, the client is in default and owes Vereenigde Octrooibureaux N.V. interest at the rate of the statutory interest plus 2%. All reasonable costs incurred in obtaining the client's compliance with one or more of its obligations shall be fully for the account of the client.

5. Force majeure

5.1 Without prejudice to its other rights, Vereenigde Octrooibureaux N.V. is entitled in case of force majeure to suspend the performance of an order, or to dissolve the contract for professional services without judicial intervention, without Vereenigde Octrooibureaux N.V. being liable to pay any damages.

6. Dissolution/Right of retention

6.1 Vereenigde Octrooibureaux N.V. is entitled to dissolve the contract with the client out of court, in writing, if the client after a warning letter setting a reasonable deadline, fails to fulfill its obligations.

6.2 Vereenigde Octrooibureaux N.V. is entitled, without any warning or notice of default being required, to dissolve the contract with the client out of court, in writing, if the client is granted a (provisional) moratorium on payments, the client's involuntary liquidation has been petitioned for or has been ordered, the client's company is wound up, the client ceases its current enterprise, a substantial part of the client's assets has been attached, or the client must in any other way be deemed incapable of fulfilling its obligations in respect of Vereenigde Octrooibureaux N.V.

6.3 Vereenigde Octrooibureaux N.V. is entitled to retain the files of the client and all correspondence relating to the files of the client until the client has fulfilled its payment obligations in respect of Vereenigde Octrooibureaux N.V.

7. Settlement of disputes

7.1 The legal relationship between the client and Vereenigde Octrooibureaux N.V. is governed exclusively by Dutch law. All disputes between the client and Vereenigde Octrooibureaux N.V. shall be submitted exclusively to the competent court in the district of The Hague.

8. Versions of general terms and conditions

8.1 In case of any discrepancy between the English and Dutch texts of these general terms and conditions, the Dutch text shall be binding.

These general terms and conditions have been deposited at the Chamber of Commerce Haaglanden at The Hague and are available at the website of Vereenigde Octrooibureaux N.V.: www.vo.eu.