

General Terms and Conditions AOMB INTELLECTUAL PROPERTY (on behalf of agents)

Algemeen Octrooi- en Merkenbureau B.V. (hereinafter: 'AOMB') uses the following General Terms and Conditions when issuing quotations and carrying out assignments. These General Terms and Conditions are available at <https://www.aomb.nl/en/terms>.

AOMB is based in Eindhoven, the Netherlands, and is registered in the commercial register of the Chamber of Commerce under no. 17074382. AOMB is a trade name of Algemeen Octrooi- en Merkenbureau B.V. AOMB's aim is to practise patent, trademark and design law, all in the broadest sense.

Article 1 General information

1. Applicability

These General Terms and Conditions (hereinafter: 'General Terms and Conditions') shall apply to all legal relationships between, on the one hand, AOMB and, on the other, any client that commissions AOMB to perform work. The General Terms and Conditions shall also apply to work performed by legal entities affiliated with AOMB and by (their) (former) employees, directors and shareholders.

2. Client

The client is the person or legal entity from whom AOMB receives instructions. If the client is acting as the representative of a third party, whether a person or a legal entity, only the client is responsible for paying the invoices.

Article 2 The agreement

1. Performance of work.

In carrying out the assignment, AOMB shall exercise the standard of care of a good service provider, with due observance of the customary rules of conduct applying in professional practice, including those of the Netherlands and European Institute of Patent Attorneys and of the Benelux Association of Trademark and Design Law. AOMB gives no guarantee of the achievement of the intended result. AOMB may reasonably perform work in addition to or differing from the instructions given if it deems this to be appropriate in order for the assignment to be carried out properly.

2. Data provided by the client

The client is responsible for providing documents and data relating to the assignment in good time, and for giving instructions in good time; in other words, these must be received by AOMB no later than two weeks before the stated deadline. AOMB gives no guarantee of the accuracy or completeness of any data it receives from the client and does not accept any liability whatsoever in this respect.

Article 3 Liability

1. Exclusion/limitation of liability

The client acknowledges that any work performed by AOMB is consultative in nature. AOMB exercises due care in the performance of the work to be carried out in connection with the assignment given by the client. AOMB does not guarantee the achievement of the intended result. Accordingly, all agreements between the client and AOMB relate exclusively to an obligation on the part of AOMB to perform to the best of its ability. AOMB shall only be liable in the event that there is a fundamental breach of contract on the part of AOMB.

2. Limitation of liability in terms of amount

Should, despite the above, it be found that AOMB may be held liable vis-à-vis the client for loss or damage arising as a

consequence of, or in connection with, the work, the total cumulative liability of AOMB, for whatever reason, shall be limited as follows in connection with one or more related assignments:

a) If AOMB is covered for this loss or damage under an insurance policy, in total no more than the amount that AOMB's insurer pays out in a particular case plus AOMB's excess under this insurance policy;

b) If AOMB does not receive a payment under an insurance policy for this loss or damage, AOMB is only liable in the event of a substantive error and the liability is in each case limited to the amount charged by AOMB for the relevant assignment in the relevant year, with a maximum of €100,000.00.

3. All claims of the client shall lapse if, after discovery of the loss or damage, this was not promptly reported to AOMB in writing at the time when it should reasonably have been discovered by the client and in any event as soon as one year has passed since the event from which the loss or damage has arisen and for which AOMB would be liable.

4. Engagement of external expertise
AOMB may, for the performance of an assignment, engage the services of third parties. AOMB shall exercise due care and attention in selecting these third parties. AOMB excludes any liability for loss or damage caused by work performed by or under the responsibility of said third party.

5. Exclusion of liability regarding information

AOMB excludes any liability for any inaccuracy and/or incompleteness of literature sources which AOMB has consulted and the registers it has consulted, as well as for inaccuracies and/or incompleteness in the information provided by the client.

6. Liability is excluded in case instructions are received within a period of two working days (according to Dutch law) before the ultimate expiration date.

7. Any claim of the client to compensation, for whatever reason, vis-à-vis natural persons, employees and/or directors employed by AOMB and/or companies with which it has concluded agreements in connection with business operations, is excluded.

8. Where an assignment from a client consists of no more than preparing a SPC (supplementary protection certificate) and/or the translation, certification and/or validation of a granted European patent, this assignment does not constitute a conflicting interest for AOMB that would prevent AOMB from acting against the client on behalf of another client.

9. The limitations of liability included in this article shall not apply if the loss or damage is due to wilful misconduct or gross negligence on the part of AOMB or its managing employee.

Article 4 Fee

1. Rates

The remuneration for work conducted by AOMB is not dependent on the outcome of the assignment and shall be payable according to the following rates:

- government rates for costs of filing and intervention with regard to patent applications, registrations and other entries in patent, trademark and design registers and any remuneration payable to external service providers (including foreign agents/draftsmen/translators, etc.);
- number of hours spent multiplied by the applicable hourly rates;
- office expenses and travel and accommodation expenses.

Article 5 Due care and force majeure

1. Due care

In performing its work, AOMB will exercise due care such as may be expected of a good contractor. In the event of the absence of sufficient data as a result of negligence on the part of the client, or the provision of incorrect data by the client, or the lack of sufficient co-operation on the part of the client, AOMB shall not be liable for any loss or damage arising therefrom.

2. Consequence

In the event of force majeure within the meaning of Book 6, Section 75 of the Dutch Civil Code, AOMB may, without judicial intervention, either suspend the performance of the agreement as long as the circumstance resulting in force majeure continues, or terminate the agreement wholly or in part, without being liable in any respect vis-à-vis the client in either of such cases.

3. Entitlement to payment

AOMB retains a right to demand payment for the work carried out in the performance of the agreement concerned before the circumstance resulting in force majeure became manifest.

Article 6

These General Terms and Conditions shall also apply to any additional or subsequent assignments from the client.

Article 7 Applicable law

All agreements concluded between AOMB and a client and/or acts performed shall be solely governed by and construed in accordance with the laws of the Netherlands. The client acknowledges that the characteristic performance of the work to be conducted by AOMB shall take place in the Netherlands, even if such work is partly carried out elsewhere. The competent court in The Hague shall have sole jurisdiction in all disputes existing between AOMB and the client.

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AOMB is member of AIPEX, the European alliance in Intellectual Property.