



EUROPEAN PATENT AND
TRADEMARK ATTORNEYS

www.nlo.eu

General Terms and Conditions

1. These general terms and conditions (hereinafter the “Terms and Conditions”) apply to all offers and requests for offers, any agreements resulting therefrom and/or any other legal relationship between NLO bvba and another party (hereinafter the “Principal”), in which NLO bvba provides or is to provide certain services. Any general terms and conditions applied by the Principal are explicitly excluded from the legal relationship between the Supplier and the Principal
2. NLO bvba (hereinafter the “Supplier”) will always apply as the supplier. All assignments will be deemed to have been accepted exclusively by the Supplier, even if the assignment has been accepted by an employee or representative of the Supplier.
3. Acceptance of the offer by the Principal or the mandate that is granted to the Supplier or the mere payment of an invoice implies that the Principal accepts these Terms and Conditions.
4. In the performance of the activities in connection with any assignment issued by the Principal, the Supplier shall as far as reasonably possible observe the standard of a careful and diligent supplier. The Supplier does not guarantee the envisaged result. Accordingly, all agreements between the Supplier and the Principal relate exclusively to best efforts obligations on the part of the Supplier.
5. The Principal and the Supplier acknowledge that certain activities are subject to mandatory terms that are imposed by law or third parties. Consequently, the Principal commits that it will provide the Supplier in a timely manner with all necessary information and instructions that are necessary to be able to carry out assignments correctly. More specifically, the Principal commits that it will respond in a careful and timely manner to all requests for information from the Supplier and that it will provide all other useful information in a timely manner. The Principal furthermore commits that it will notify the Supplier immediately of any changes concerning the information that was provided.
6. The Supplier is allowed at all times to engage one or more third parties for the performance of an assignment. The Supplier is not liable for any shortcomings or errors on the part of third parties nor for losses that result therefrom and/or that are related thereto.
7. To the extent not otherwise agreed upon in writing, the Supplier is entitled to a fee to be determined on the basis of the Supplier's hourly rate applicable at the time the assignment is carried out as well as reimbursement of disbursements and costs, such as telephone, fax, postage and copying costs incurred by the Supplier in carrying out an assignment, the above to be increased by VAT due. In case of multiple Principals, each of them is jointly and severally liable for the fee and the reimbursement. The Supplier has the right to demand advance payments and/or to send interim invoices. Invoices must be paid at the latest within 21 calendar days after the invoice date by payment of the final amount stated on the invoice into the bank account referred to in the invoice. Amounts owed to the Supplier must be paid in euros. In the absence of timely payment, statutory commercial interest will be owed on the outstanding amount from the twenty-second (22nd) calendar day after the invoice date. In the event a payment term other than 21 calendar days has been agreed, it is the case mutatis mutandis that statutory commercial interest will be owed from the calendar day following the last day of that payment term. Setoff against a counterclaim is not allowed. In the event payment is not made in a timely manner, the Supplier will have the right, at its discretion, to suspend performance of assignments or to dissolve assignments following prior, written notice of default, without prejudice to its other statutory rights. The Supplier is entitled to compensation of all costs, both judicial and extrajudicial costs, it has to incur in the event the

Principal fails to comply with any payment obligation towards the Supplier. The extrajudicial costs comprise in any event (but are not limited to) the costs related to sending reminders, demands for payment and/or notices of default and will amount in any event to fifteen percent (15%) of the outstanding amount, subject to a minimum of EUR 500.

8. The Supplier's total cumulative liability on any basis whatsoever related to one or more errors in connection with one or more assignment is limited as follows:
 - a. in the event the Supplier enjoys insurance cover concerning that damage, in total at most the amount paid out by the Supplier's insurer in relevant cases, increased by the Supplier's excess under that insurance;
 - b. in the event the Supplier does not receive compensation of that damage under any insurance, the Supplier will only be liable in case it concerns a material error and liability will be limited in any event to the amount the Supplier has received for the relevant assignment(s) subject to a maximum of EUR 250,000.

All claims on the part of the Principal lapse if the damage is not reported to the Supplier in writing immediately after it is discovered or the moment at which it should have been discovered by the Principal and in any event as soon as 12 months have passed since the event from which the damage arose and for which the Supplier is liable. The matters set out above also apply if the Principal claims compensation on the basis of a claim taken over or acquired from another party. In the event a third party claims compensation from the Supplier of damage it has sustained as a result of or in connection with the Supplier's performance of an assignment issued by the Principal, the Principal will indemnify the Supplier against such claims and related costs to the extent the Supplier has to compensate more damage to the third party than it would have to compensate if the Principal were to claim compensation. The Supplier will not invoke any limitation of liability to the extent that the damage sustained is the result of intent or gross negligence of its management employees who are part of its executive management. Any claim for compensation on the part of the Principal on any basis whatsoever, towards natural persons, employees and/or directors who are employed by the Supplier and/or companies with which it has concluded agreements in connection with the business operations, is excluded.

9. If the Principal's assignment consists exclusively of translating, certifying and/or validating a European patent, that assignment does not constitute a conflict of interest with the Principal that would prevent the Supplier from rendering services to another principal.
10. Each party has the right to terminate the agreement by giving notice of termination with immediate effect if so desired. In case of termination, the Principal must compensate at least the services that were performed until the moment of termination by the Supplier.
11. These Terms and Conditions also apply to any additional or subsequent assignments.
12. Those natural and legal persons who are in any way directly or indirectly involved in the performance of assignments granted to the Supplier can also rely on these Terms and Conditions, including Article 6, by way of a third party clause.
13. Compliance with the parties' obligations is suspended in case of force majeure. Force majeure is defined as: the situation in which all or part of the performance of the agreement by one of the parties is prevented permanently or temporarily as a result of circumstances

beyond that party's control, even if this circumstance was already foreseeable when the agreement was concluded, such as, but not limited to strikes or lockouts, fire, epidemics, floods, power failures, unavailability of public information or logistic services,... In the event force majeure lasts longer than 3 months, each party has the right to terminate the agreement provided such is notified in writing and without judicial intervention. The Supplier cannot be held liable for damage that was caused directly or indirectly by cases of force majeure.

14. The contracting agent qualifies as the controller for the purposes of personal data processing as part of its service provision. The contracting agent processes personal data in a manner that is compliant with its privacy policy. For this privacy policy, see <https://www.nlo.eu/en/disclaimer-privacy>
15. The court in the court district (of the courts of the place where NLO bvba has its registered office) has exclusive jurisdiction to hear all disputes between the Principal and the Supplier, without prejudice to the Supplier's right to submit a dispute to the court that would be competent if this provision did not exist. All disputes between the Principal and the Supplier are governed exclusively by Belgian law.
16. Nullity or inefficacy of any provision of the present Terms and Conditions does not alter in any way the validity and applicability of the other provisions.