

General Terms and Conditions

1. These general terms and conditions (“Terms and Conditions”) apply to all offers and requests for offers, any agreements resulting there from and any other legal relationship between N.V. Nederlandsch Octrooibureau and/or NLO Shieldmark B.V. and another party (the “Principal”), whereby N.V. Nederlandsch Octrooibureau and/or NLO Shieldmark B.V. provides/provide or is/are to provide certain services. Any general terms and conditions of the Principal are explicitly excluded from the legal relationship between N.V. Nederlandsch Octrooibureau and/or NLO Shieldmark B.V. and the Principal.
2. Articles 7:404 and 7:407, paragraph 2 of the Dutch Civil Code do not apply. N.V. Nederlandsch Octrooibureau and/or NLO Shieldmark B.V. (the “Supplier”) shall/will be exclusively deemed to be the supplier vis-a-vis the Principal. All assignments will be deemed to be accepted by the Supplier, even if the assignment has been accepted by an employee or representative of the Supplier.
3. In the performance of the activities connected to any assignment from 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, the Supplier’s obligations under any agreement with the Principal shall solely amount to obligations to use its best efforts.
4. The Supplier is entitled to engage one or more third parties to carry out any assignment. The Supplier is neither liable for failures or errors of that third party nor for any ensuing or related damage.
5. To the extent not otherwise agreed upon in writing, the Supplier is entitled to a fee to be fixed on the basis of the hourly rate prevailing at the time of carrying out the assignment as well as to a reimbursement for handling activities, advance payments and costs such as telephone, fax, postage and copying costs incurred by the Supplier in carrying out an assignment, plus any VAT due. If two or more Principals grant an assignment, they are liable jointly and severally to the Supplier for the fee and reimbursement. The Supplier may request advance payments and issue provisional expense statements. An expense statement shall be paid not later than twenty one (21) calendar days after the date of issuance of the statement by having the final amount on the statement credited to the bank account referred to on the statement. The amounts due to the Supplier are to be paid in Euros. Commercial interest (handelsrente) will accrue on the unpaid amount due at the statutory rate from the twenty-second (22nd) calendar day following the date of invoice, or if a payment term other than twenty one (21) calendar days was agreed, from the calendar day following the expiry of that payment term. Setting off a counterclaim is not permitted. If payment is not made on time, without prejudice to his other statutory rights, the Supplier will be entitled, at his own discretion, to suspend performance of the agreement or dissolve the agreement. The Supplier shall be entitled to compensation of all judicial and extrajudicial costs incurred if the Principal fails to meet any payment obligation towards the Supplier. Extrajudicial costs shall include but shall not be limited to any costs associated with sending payment reminders and/or notices of default and are fixed at a minimum of 15 percent (15%) of the amount to be collected, subject to a minimum amount of EUR 500.
6. The total aggregate liability of the Supplier no matter how it arises, relating to one or more faults in connection with one or more assignments, shall be limited as follows:
 - a. in the event that the Supplier’s liability for the damage is covered by insurance, the amount ultimately paid out by the Supplier’s insurance company plus the applicable own risk;

- b. in the event that the Supplier's liability is not covered by a pay-out by the Supplier's insurance company, the Supplier shall only be liable in the event of a material error and the liability will be limited to the amount that the Supplier received for the relevant assignment(s), up to a maximum amount of EUR 250,000,-.

Any entitlement of the Principal to damages and/or compensation lapses, if the damage, after the moment of its actual discovery or the moment at which it should have been discovered, is not promptly reported to the Supplier in writing and in any event as soon as twelve months have elapsed since the event which resulted in the damage and for which the Supplier is liable.

The foregoing also applies if the Principal claims damages and/or compensation on the basis of a claim assigned by another party. In the event that a third party claims compensation from the Supplier for damage that he has suffered as a result of or in connection with an assignment granted by the Principal carried out by the Supplier, the Principal shall indemnify the Supplier against that claim and the costs related thereto to the extent that the Supplier is to pay a higher amount than he would have paid had the Principal claimed such compensation himself. The Supplier shall not invoke this limitation of liability to the extent that any damage is the result of the wilful misconduct or gross negligence of its executive management. The Principal shall never have a claim for damages and/or compensation, irrespective of its legal basis, vis-à-vis any natural person, employee and/or director of the Supplier or any legal entity that the Supplier has concluded a contract with in relation to the course of its business.

7. If the Principal's assignment only consists of translating, certifying and/or validating a European patent that assignment does not constitute a conflict of interest that would prevent the Supplier from rendering services to another principal against the Principal.
8. Each party is entitled to terminate the agreement, with immediate effect if required. The Principal will in any event compensate the Supplier for all services rendered up to the moment of termination.
9. These Terms and Conditions also apply to additional and subsequent assignments.
10. Those persons (both natural and legal persons such as legal entities) who are any way whatsoever directly or indirectly involved in carrying out assignments granted to the Supplier can also rely on these Terms and Conditions, including Article 6, by way of third party clause.
11. 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>
12. The competent court in The Hague, the Netherlands, shall have exclusive jurisdiction over any and all disputes between the Principal and the Supplier. The foregoing does not prejudice the Supplier's right to submit a dispute to a court that would have jurisdiction in the absence of this clause. All disputes between the Principal and the Supplier are governed solely by Dutch law.