

General Terms and Conditions of Supply and Payment (1 Sept 2014)

Patent Information Services B.V. Dirk Staalweg 53, 3851LH Ermelo, The Netherlands (www.patentinformationsservices.nl , Handelsregister KvK: 61018783)

Article 1. Definitions

In these General Terms and Conditions of Supply and Payment (the General Conditions) the parties are defined as follows:

Patent Information Services B.V.: Patent Information Services B.V., a patent search firm based in Ermelo, registered in the commercial register of the Netherlands Chamber of Commerce under number 61018783;

The Client: a natural person or legal entity that instructs Patent Information Services B.V. to carry out work on its behalf.

Article 2. Scope

2.1 The provisions of services ("Services") through Patent Information Services B.V. (hereinafter referred to as "Patent Information Services B.V.") are exclusively subject to the following general terms and conditions ("General Conditions"), to which the client will be bound by issuing the order or receiving the Services. They shall also apply for all corresponding future Services from Patent Information Services B.V. Unless adopted in a writing signed by Patent Information Services B.V., the application of any deviating or supplementary business terms and conditions of the client shall be excluded, even if Patent Information Services B.V. do not expressly contradict these. Insofar as contracts or quotes from Patent Information Services B.V. containing written requirements that differ from the following General Conditions agreed upon, the individually quoted or contractual regulations expressly agreed upon by Patent Information Services B.V. shall take precedence.

2.2 These General Conditions govern all offers, quotations and work from Patent Information Services B.V. and all contracts between Patent Information Services B.V. and the Client.

2.3 All offers are free of obligations, unless expressly stated otherwise in writing.

Article 3. Entering into a contract

All initial price indications supplied by Patent Information Services B.V. will be confirmed in a written offer (sent digitally or otherwise). All offers remain open for a period of 30 days. The offer will indicate a delivery period. Work will be commenced once the Client has accepted the offer in writing or by electronic mail.

Article 4. Performance of the work and cooperation of the client

4.1 Agreed deadlines and periods are only binding if they have been confirmed in writing by Patent Information Services B.V., and if the client has notified and provided Patent Information Services B.V. with all the necessary information and documents required to perform Services in a timely manner. The periods agreed upon commence upon receiving confirmation of the order by Patent Information Services B.V. in writing. In the event of additional or supplementary orders, the agreed terms shall be extended accordingly. Unforeseeable and unavoidable incidents as well as incidents that are beyond

Patent Information Services B.V.'s reasonable control and are not its fault, such as force majeure, war, natural disasters, official decrees or industrial disputes, shall release Patent Information Services B.V. of its obligation to provide punctual Service.

4.2 If Patent Information Services B.V. performance is delayed, the client is only authorized to withdraw from the contract if Patent Information Services B.V. is responsible for the delay, and an appropriate deadline set by the client for a Service has passed without success. If there are delays for which the client is responsible, such as subsequent requests for changes or delay in providing information, the delivery may be postponed for the period of delay.

4.3 Patent Information Services B.V. has a best-endeavors obligation in respect of each assignment from the Client and will carry out all work to the best of its knowledge and ability, but without giving any guarantee as to the correctness and completeness of the information supplied to the Client.

4.4 All information supplied by the Client or that is generated during the performance of the work shall be treated in the strictest confidence by Patent Information Services B.V.

4.5 The client is obliged to cooperate as reasonably required for Patent Information Services B.V. to perform its contractual obligations. All Patent Information Services B.V. questions on matters in connection with Services to be provided will be answered by client fully, accurately and promptly. Patent Information Services B.V. shall also be informed promptly, without having to ask, of any circumstances, which may be of importance for the consultancy Services to be provided. Patent Information Services B.V. supplied results and reports will be accepted by the client within 10 working days following receipt.

4.6 Patent Information Services B.V. must be notified promptly, in writing, regarding any necessary corrective actions. If the client does not respond within the prescribed 10-working-day period, the work will be deemed accepted.

Article 5. Payment

5.1 The Client must pay within 30 calendar days of the invoice date, in euros, by transfer into a bank account specified by Patent Information Services B.V., unless agreed otherwise in writing.

5.2 If the Client fails to pay an invoice within the term specified in section 5.1 of this article, Patent Information Services B.V. is entitled, subject to first sending to the Client at least one payment reminder, to charge the Client statutory interest on the outstanding payment up to the date of payment in full, without the need to serve any notice of default and without prejudice to its other rights.

5.3 All judicial and extrajudicial costs incurred by Patent Information Services B.V. in enforcing compliance with its contract with the Client are payable by the Client. Extrajudicial costs are fixed at 10 % of the sum owed by the Client, including the interest specified in section 5.2 of this article.

5.4 As long as tax is owed, this will be charged, in addition to the statutory amount, on the invoice. If the contracting parties have not agreed on a certain remuneration amount, Patent Information Services B.V. will calculate its rendered Services according to an hourly rate on the basis of Patent Information Services B.V. price list valid at the date of the conclusion of the contract. In this case, third-party services will be charged based on actual expenditure.

5.5 Patent Information Services B.V. is entitled to issue an invoice for the Services. Patent Information Services B.V. will issue a final invoice at the end of the contract.

5.6 Payment of the invoice covers all claims by Patent Information Services B.V. for contractual provisions of its Services.

Article 6. Liability

6.1 Patent Information Services B.V. is not liable for any loss caused by, or related to, the services or information it supplies, except in the case of its own deliberate act or gross negligence.

6.2 Any finding of liability on the part of Patent Information Services B.V. based on any act or omission on its part is limited to the amount invoiced for the relevant instruction.

6.3 The Client indemnifies Patent Information Services B.V. for any third-party claim in respect of loss caused by the supply by the Client to Patent Information Services B.V. of incorrect or incomplete information.

6.4 Patent Information Services B.V. is not liable for indirect loss, including consequential loss, loss of profits, missed savings and loss resulting from business interruption.

Article 7. Disputes

7. 1. In the event of any dispute arising under these General Conditions or any contracts to which these General Conditions apply, the parties shall first attempt to reach a negotiated solution.

7.2 If such a dispute cannot be resolved by negotiation, the parties will attempt resolution with the aid of mediation according to the relevant regulations of the Netherlands Mediation Institute as are current at the time the Mediation is commenced.

7.3 If it is not possible to resolve a dispute through Mediation, then the dispute must be brought before the court.

Article 8. Jurisdiction

Unless agreed otherwise, all contracts between the Client and Patent Information Services B.V. that are governed by these General Conditions are subject to Dutch law. Accordingly, the parties must bring any irresolvable dispute before a Dutch court, even if the Client lives, or has its registered office, outside the Netherlands.

Article 9. Filing / Later versions

These General Conditions are filed with the Netherlands Chamber of Commerce. The version that shall bind the parties is the most recently filed Dutch version or the version current at the time of signing the contract.

Article 10. Copyright

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