



## General Terms and Conditions

*For work carried out by DenK iP and for its quotations and invoices, DenK iP bvba makes use of the following General Terms and Conditions.*

1. DenK iP bvba is a company which aims to practice the profession as patent attorney and to provide legal advice on intellectual property in the broadest sense. DenK iP bvba may, if it deems such necessary or useful for the correct performance of the assignment that has been awarded, engage the services of other experts in the performance of such assignment; the costs of such other experts shall be borne by the client.
2. DenK iP bvba warrants that it will perform the agreed work to the best of its ability and with due observance of the rules of conduct that normally apply in professional practice. DenK iP bvba does not guarantee the accuracy or completeness of any data with which it is furnished by the client and does not accept any liability whatsoever in this respect. DenK iP bvba shall be entitled to dissolve the agreement in the event that the client provides inaccurate and/or incomplete data, even when this is done in good faith.
3. The client acknowledges that any work performed by DenK iP bvba is consultative in nature. In connection with said nature of the work performed by DenK iP bvba and the subjective aspects of evaluation which always play a role in this respect, DenK iP bvba excludes any liability for loss or damage arising as a consequence of, or in connection with, the work. DenK iP bvba shall only be liable if the loss or damage concerned is caused by willful conduct or gross negligence on the part of DenK iP bvba.
4. Should, despite the exclusions and limitations of liability contained in these General Terms and Conditions, DenK iP bvba nevertheless be held liable in any case because of an error caused during the assignment, such liability of DenK iP bvba shall always be limited to an amount of maximum 1.022.584 €, exclusively to recover from DenK iP bvba. The term error as mentioned in the previous sentence also includes an omission.
5. If, by or in connection with the execution of a client's assignment or otherwise physical damage to persons or property is caused, for which DenK iP bvba is liable, such liability can only be recovered at DenK iP bvba and is limited to the amount or amounts covered by the civil liability insurance that DenK iP bvba covers, including the own risk that DenK iP bvba carries in connection with the insurance.
6. In all cases in which DenK iP bvba is dependent on the co-operation of third parties, or engages the services of third parties, any liability of DenK iP bvba for loss or damage resulting from or relating to any acts or omissions of such third party is excluded.
7. DenK iP bvba shall not be liable for damages resulting from violation on confidentiality of communications which at the request of or with the tacit or express consent of the client takes place by e-mail.
8. The remuneration for work conducted by DenK iP bvba is not dependent on the outcome of the assignment and shall be payable according to the following rates:
  - a. Hourly rates, set by DenK iP bvba for agreed work and the costs for general fixed office expenses;
  - b. Direct costs conducted by our work, e.g. remuneration payable to foreign agents/correspondents/experts, travel expenses, costs for translations, for courier services, for long international telephone conversations and costs for a large amount of copies;
  - c. Variable office expenses, such as copying work, costs for telecommunication and stamps.
9. Hourly rates can be multiplied with a factor depending on the experience and the specialism of the person working on the case, the financial importance and the urgency by which the job has to be done. This factor will be communicated to the client well in advance of starting to work on the case.
10. Cost estimates given by DenK iP bvba are purely for information purposes and are exclusive of VAT. DenK iP bvba may adjust the agreed fee in the event of any change in government rates after the conclusion of the agreement, but prior to performance of the assignment.
11. Unless the client and DenK iP bvba expressly agreed otherwise, the client must pay a certain agreed part of the hourly rate and/or costs in advance. If DenK iP bvba has sent an advance bill, the client's assignment shall not be deemed a definitive assignment until the advance bill has been settled. Accordingly, DenK iP bvba will not start the work until the advance bill has been settled. An advance



- so paid shall be deducted from invoiced hourly rates, direct costs and variable office expenses.
12. The hourly rates, direct costs and variable office expenses will be billed to the client by invoices. It shall be entirely at the discretion of DenK iP bvba whether it sends interim invoices for work conducted or for costs incurred and whether it wishes to send additional advance bills for work conducted or for cost incurred for the client.
  13. Bills shall be paid to DenK iP bvba as soon as possible and in any event no later than 30 days after the billing date.
  14. If any bill is not paid within the period of payment, the client and/or receiver of the invoice shall be in default without any further notice or warning being required. The client shall then be liable to pay interests for delayed payment to DenK iP bvba on the outstanding debt(s) at the rate of 10% per month, with any part of a month being considered as a full month.
  15. If a client fails to settle any bill even after receipt of a reminder, the client shall be liable to pay the principal amount and interest, as well as all extrajudicial and or/judicial costs and a compensation of 15% of the bill with a minimum of 35€.
  16. If a client is in default, DenK iP bvba may cease its work on behalf of such client with immediate effect without this resulting in any liability whatsoever for loss or damage vis-à-vis the client.
  17. The client should take due note of the fact that non-commencement or cessation of work by DenK iP bvba in accordance with article 11 or article 16 can or will result in the lapse of intellectual or industrial property rights for which the client is solely responsible and liable.
  18. Any bill sent by DenK iP bvba shall always be paid without any discount or setoff. Disputes of whatever nature shall never give a client the right to refuse to make or suspend payment of any bill unless a complaint has been received in good time by DenK iP bvba.
  19. Complaints regarding work performed on the part of DenK iP bvba should be received in writing by DenK iP bvba within 30 days after the client might reasonably have discovered the failure or failures. Complaints regarding any bill should be received in writing by DenK iP bvba within 30 day from the date on which the bill was sent. The client may not enforce any claim against DenK iP bvba after the expiry of the terms specified above.
  20. All agreements concluded between DenK iP bvba and a client and/or acts performed shall be solely governed and construed in accordance with the laws of Belgium. The Belgian judge shall have sole jurisdiction in hearing disputes existing between DenK iP bvba and the client.
  21. These general terms and conditions are also applicable on further instructions and additional assignments of clients.