



## **1. General**

1.1 IPCO Law B.V., having its statutory seat in Rotterdam and registered with the Dutch Trade Register of the Chamber of Commerce under number 81175817, also operates under the trade name TrademarkHost (hereinafter: "IPCO").

1.2 IPCO provides legal and administrative services in the field of intellectual property law, including, in any event, trademark and design searches, trademark and design registrations, Trademark Watch services, renewals, portfolio management, legal advice and related services.

1.3 These general terms and conditions apply to all quotations, confirmations of assignment, agreements, follow-up assignments, additional assignments, subscriptions, Trademark Watch services, renewal services, free identical checks, initial assessments and all other legal relationships between IPCO and the Client.

1.4 Any deviations from these general terms and conditions shall be valid only if expressly confirmed by IPCO in writing and shall apply exclusively to the relevant assignment.

1.5 The applicability of any general terms and conditions, purchase conditions or other terms and conditions of the Client is expressly rejected.

1.6 If any provision of these general terms and conditions is null and void or is annulled, the remaining provisions shall remain in full force and effect. The parties shall agree on a replacement provision that reflects as closely as possible the purpose and intent of the original provision.

## **2. Assignments**

2.1 An assignment comes into existence as soon as:

- a. the Client agrees orally, in writing or electronically to a quotation or confirmation of assignment from IPCO;
- b. IPCO confirms in writing or electronically any instruction provided by the Client; or
- c. IPCO, with the Client's consent, commences the performance of the services.

If no separate confirmation of assignment is sent, the invoice and/or the actual commencement of the services shall constitute confirmation of assignment.

2.2 All assignments shall be carried out exclusively for the benefit of the Client. No third party may derive any rights from the content of the services, advice, correspondence or other communications issued by IPCO.

2.3 All assignments shall be deemed to have been given exclusively to IPCO. The applicability of Sections 7:404 and 7:409 of the Dutch Civil Code is expressly excluded. Managing directors, employees and auxiliary persons shall not be personally or jointly and severally liable.

2.4 IPCO is entitled to have assignments performed in whole or in part by employees, external staff, correspondents, foreign agents or other third parties, if IPCO considers this desirable for the proper execution of the assignment.

## **3. Provision of Services**

3.1 IPCO shall perform each assignment carefully and to the best of its knowledge and ability. Our trademark attorneys are members of the BMM, the Benelux Association for Trademark and Design Law, and act in accordance with the BMM's rules of professional conduct.

3.2 IPCO's services constitute a best-efforts obligation only and never an obligation to achieve a specific result.

3.3 The Client acknowledges and accepts in particular that:

- a. with regard to searches, watch services and monitoring services, completeness, accuracy or uninterrupted notification cannot be guaranteed;
- b. availability searches are limited to the registers, databases, search criteria, classes, territories and data selected by IPCO that are available at the time of the search;
- c. a free identical check, quick scan or initial assessment is indicative only and does not constitute a full availability search, legal advice, or guarantee as to registrability or freedom to operate;
- d. notifications, reminders or alerts from IPCO are for information purposes only and do not create any obligation on the part of IPCO to take action without further instructions;
- e. IPCO shall only be obliged to carry out deadline-related actions after the Client has provided timely written instructions and IPCO has timely received all necessary information, documents and payments.

## **5. Payment**

5.1 IPCO is entitled to charge the Client by means of advance invoices, interim invoices and final invoices. Advances shall be set off against interim invoices or final invoices, where applicable.

5.2 For trademark and design registrations, renewals and other deadline-related actions, IPCO shall in principle only commence performance after all amounts due have been paid in full, unless IPCO confirms otherwise in writing.

5.3 IPCO's invoices must be paid within fourteen (14) days from the invoice date, unless agreed otherwise in writing.

5.4 In the event of late payment, the Client shall be in default by operation of law. IPCO shall be entitled to charge statutory commercial interest (Section 6:119a DCC). All judicial and extrajudicial collection costs shall be borne in full by the Client.

5.5 IPCO is entitled to set off outstanding invoices, interest and costs against amounts it holds or receives on behalf of the Client, insofar as permitted by law.

5.6 IPCO is entitled to suspend or discontinue all services as long as the Client fails to comply in full with its payment obligations or any other obligations towards IPCO. IPCO shall not be liable for any damage arising from such suspension, even if a right lapses as a result.

## **6. Liability**

6.1 IPCO shall not be liable for any damage suffered by the Client, except insofar as the Client proves wilful misconduct or gross negligence on the part of IPCO. The burden of proof rests entirely with the Client.

6.2 IPCO shall not be liable for indirect or consequential damage, including loss of profit, loss of turnover, lost savings, reputational damage, loss of data, loss of rights, loss of opportunities and business interruption losses.

6.3 IPCO shall in particular not be liable for damage resulting from:

- a. incorrect, incomplete or untimely information, instructions, documents, powers of attorney or payments provided by the Client;
- b. the absence of a timely response or confirmation from the Client;
- c. errors, shortcomings, malfunctions or delays in registers, databases, software, search programs, portals, AI systems or other third-party systems;
- d. acts, decisions, delays or omissions of official authorities, foreign agents, correspondents, local representatives or other third parties engaged by IPCO;
- e. the choice of a trademark, design, classification, specification, filing strategy, enforcement strategy or other substantive choices made by the Client;
- f. the outcome of searches, availability assessments, watch services, oppositions, proceedings, negotiations or enforcement measures;
- g. the failure to carry out a deadline-related action in time if IPCO did not timely receive clear instructions, all necessary documents and/or full payment;
- h. the failure to commence, suspend or discontinue services due to non-payment, missing instructions or other circumstances on the part of the Client, even if a right lapses as a result;
- i. findings resulting from, or reliance placed on, a free identical check, quick scan or initial assessment.

6.4 IPCO's liability per event is limited to the amount paid out under IPCO's liability insurance plus the applicable deductible. If no payment is made, liability is limited to the invoice value of the assignment, with a maximum of EUR 1,500. Any further liability is excluded.

6.5 Any claim for damages shall lapse if not notified in writing within thirty (30) days of discovery and in any event within twelve (12) months after the event on which the liability is based.

6.6 The Client indemnifies IPCO, its managing directors, employees and third parties engaged by IPCO against claims by third parties related to the performance of the assignment, unless caused by wilful misconduct or gross negligence on the part of IPCO.

3.4 The decision to file, register, maintain, renew, abandon or enforce an intellectual property right is always made by the Client and shall be at the Client's own risk and expense.

3.5 IPCO is entitled to engage third parties without the Client's prior consent, including foreign agents, lawyers, translators and other auxiliary persons, exercising the care that may reasonably be expected in the circumstances.

3.6 The Client is responsible for the timely, complete and correct submission of all instructions, documents and information necessary for the performance of the assignment, no later than ten (10) working days before the relevant deadline, unless IPCO confirms otherwise in writing.

3.7 The Client accepts that the failure by IPCO to commence, suspend or discontinue services may result in applications not being filed in time, or rights lapsing in whole or in part.

3.8 IPCO is entitled to make use of digital tools, automation and AI systems, including generative AI, for searches, analysis, classification, translation, drafting, administration and communication. IPCO shall take reasonable measures to protect confidential information and personal data.

#### **4. Fees**

4.1 The fees stated in quotations, confirmations of assignment or other price indications apply exclusively to the services described therein.

4.2 Unless expressly stated otherwise, the stated fees do not include: additional advisory work, responses to objections or refusals, oppositions, urgent work, translation costs, courier costs, legalisation costs, official fees, costs of foreign agents or other third-party costs.

4.3 For trademark and design registrations, renewals and other deadline-related actions, IPCO will in principle only commence performance after all amounts due have been paid in full, unless IPCO confirms otherwise in writing.

4.4 Trademark Watch subscriptions are invoiced annually in advance, usually in June or July for the period commencing in August. New subscriptions commence upon IPCO's acceptance and are charged pro rata until the next annual invoicing round.

4.5 All quotations are without obligation, indicative and valid for thirty (30) calendar days, unless stated otherwise. IPCO is entitled to adjust its fees for future assignments and new contractual periods from time to time.

4.6 All amounts are stated in euros and exclusive of VAT, unless expressly stated otherwise.

4.7 IPCO is entitled to charge the Client separately for costs not expressly included in a quotation but necessary for the performance of the assignment, including costs of foreign agents, lawyers, official authorities, translators and couriers.

4.8 Changes in official fees, third-party rates, exchange rates or other external cost factors may be passed on by IPCO to the Client.

#### **7. Force Majeure**

In the event of force majeure, IPCO shall be entitled to suspend its services. If the force majeure situation is permanent or continues for a longer period, IPCO shall be entitled to dissolve the agreement in whole or in part, without being liable for any damages. The Client shall remain obliged to pay for services performed and costs incurred prior to the force majeure situation, unless the parties agree otherwise in writing.

#### **8. Duration and Termination**

8.1 The agreement between IPCO and the Client is entered into for an indefinite period of time, unless the nature of the agreement dictates otherwise or the parties expressly agree otherwise in writing.

8.2 Subscriptions, including Trademark Watch services, may be terminated in writing at the end of the current contractual period, provided IPCO has received the notice of termination no later than one (1) month before the commencement of the new contractual period.

8.3 If the Client fails to comply with any obligation under the agreement, or in the event of closure, liquidation, suspension of payments or bankruptcy, the Client shall be in default by operation of law and IPCO shall be entitled, with immediate effect, to suspend, terminate or dissolve the agreement. IPCO shall be entitled to payment for services performed and costs incurred, as well as compensation for damage, interest and collection costs.

8.4 IPCO is entitled to dissolve the agreement in whole or in part if the Client has provided incorrect and/or incomplete information.

#### **9. Privacy and Confidentiality**

IPCO shall treat personal data and other information provided by the Client with due care and confidentiality and shall process personal data in accordance with applicable laws and regulations and IPCO's privacy statement. IPCO shall use such data only insofar as necessary for the performance of its services, unless a legal obligation requires otherwise.

#### **10. Applicable Law**

All assignments and legal relationships between IPCO and the Client shall be governed exclusively by Dutch law. Any disputes shall be submitted exclusively to the competent court in Rotterdam.

#### **11. Versions**

In the event of any discrepancy between the Dutch and the English text of these general terms and conditions, the Dutch text shall prevail. If these general terms and conditions deviate from the confirmation of assignment, the wording of the confirmation of assignment shall prevail. IPCO is entitled to amend these general terms and conditions. Amended general terms and conditions shall apply from the moment they are sent to the Client or otherwise made known to the Client and shall in any event apply to new assignments and new contractual periods.