

General Terms and Conditions 'OSIP S&W'

1. Definitions

'OSIP S&W' means OSIP Search & Watch and is a registered trademark and trade name at the Dutch Chamber of Commerce under Reg. No. 57388547; 'Work' is defined as search work in the patent and/or open literature, patent watching, status searching, preparing of reports, advising, technical translation, delivery of documents and any other form of searching service in the area of intellectual property by OSIP Search & Watch. 'Customer' is defined as the person, the company or the organisation who commissions and for whom the Work is performed by OSIP S&W. 'Agreement' is defined as the closer detailed in written form, electronic form or by any other means recorded oral or written agreement between OSIP S&W and Customer to execute the Work. 'General Terms and Conditions' is defined as the General Terms of Delivery and Payment Conditions of OSIP S&W.

2. Application

2.1 These General Terms and Conditions form the basis of all Work that is executed by OSIP S&W by Agreement.

2.2 Other conditions than herein mentioned do not apply, unless agreed upon in writing with Customer.

2.3 These General Terms and Conditions form the complete Agreement between OSIP S&W and Customer.

2.4 Changes in or deviations of the Agreement and these General Terms and Conditions are only legally valid if put in writing and confirmed by the authorised person(s).

2.5 The Agreement starts the moment that Customer confirms in writing to use the services of OSIP S&W and that OSIP S&W has accepted the assignment. OSIP S&W shall notify Customer of a (partial) acceptance or refusal, or else offer a new proposal.

2.6 All price quotations, offers and other oral or written communications are without engagement and merely serve as an invitation to grant an assignment. OSIP S&W is not liable for the correctness or completeness of such communications.

2.7 These General Terms and Conditions can be amended. Amendments come into force 1 month after notification. If Customer does not want to accept such amendment, Customer has the right to denounce the Agreement in writing per the date that the amendment comes into force.

2.8 If any condition from these General Terms and Conditions is void or becomes void, all other conditions remain in force uncurtailed.

3. Conflict of Interest

OSIP S&W preserves the right to refuse Work completely or partially in order to avoid conflict of interest. Customer shall be informed as such by return mail.

4. Acceptance

All in-advance given price quotations and turnaround time indications shall need to be confirmed in written offer by OSIP S&W first. Each written offer for the Work stays valid until 21 days after date, unless another time period is agreed upon in writing. No representative on behalf of OSIP S&W is entitled to make oral quotations. The Work shall only be commenced only if a confirmation in writing from the Customer has been received.

5. Confidentiality

OSIP S&W treats all cases and information provided by Customer as well as information generated during the execution of the Work strictly confidential and swears both parties to secrecy too. This obligation to secrecy also applies should no Agreement be reached. The information and cases may only be shared with third parties after the written permission of both OSIP S&W and Customer.

6. Tariffs and Invoicing

6.1 Unless explicitly mentioned otherwise, the quoted tariffs as offered always are exclusive of VAT and additional data base costs as applicable.

6.2 Invoices for the Work must be paid within 21 days after the date mentioned on the invoice. OSIP S&W preserves the right to demand interim payment(s) for orders exceeding 500 € ex VAT. Furthermore, OSIP S&W reserves the right to demand advance payment if the credibility of Customer has not yet been assessed.

6.3 If an invoice should be made out in the name of a third party then OSIP S&W always needs confirmation in writing by said third party. Confirmation of the Work also means that said third party shall abide by the contents of these General Terms and Conditions.

6.4 OSIP S&W has the right to directly impose a surcharge of 1.5% per month to all invoices that have not been paid within 21 days from the date of invoicing. The surcharging commences on the first day of default, the day after payment fell due. Customer is obliged to pay in addition to the invoice said surcharge along with all extra collecting charges incurred by OSIP S&W for recovery.

7. Service disclaimer

7.1 The Work by OSIP S&W is executed with all due care and know-how. However, the Work is subject to limitations inherent to the use and availability of commercial electronic data bases and other sources of professional information. The obligations of OSIP S&W therefore are restricted to exercise but reasonable care.

7.2 OSIP S&W shall not be obliged to bring mistakes and/or omissions to the attention of Customer in the material supplied by the Customer.

7.3 A great deal of the services rendered by OSIP S&W is based on the use of official publications or files. OSIP S&W does not accept any responsibility for the correctness and/or completeness of the information in or from such publications or files.

7.4 OSIP S&W supplies technical information and does not provide juridical advice. Juridical implications as a result of delivery of or failing of certain information is completely for the risk and on account of Customer. Customer indemnifies OSIP S&W against all possible resulting damages resulting therefrom.

7.5 OSIP S&W does not execute Work in the quality of a registered or by law recognised technical juridical expert on intellectual property, such as a patent attorney or IP lawyer. As it happens, in such cases OSIP S&W shall notify Customer which part of the Work should be performed by various recognised organisations and/or experts such as IP lawyers or patent attorneys.

7.6 OSIP S&W is allowed to call in the help of third parties for execution of (part of) the Work. Costs incurred from third parties shall be invoiced along to Customer.

8. Finalisation of the Work

8.1 If on request of Customer the Work should be delivered earlier than usual in view of the nature of the assignment, then Customer shall be notified. Customer shall be advised about how to proceed and all possible measures shall be taken to avoid mistakes. If in order to finalise the Work extra hours and/or other surcharges are to be made, then an in advance agreed extra allowance may be added to the invoice to compensate for these surcharges.

8.2. OSIP S&W does not accept any responsibility for delays in delivery of the Work that are caused on account of Customer. In such case the earlier agreed upon term of delivery becomes void automatically and a new date of delivery of the Work needs to be agreed upon.

8.3. Unless agreed upon differently or if impossible, results of the Work will be delivered as much as possible in electronic format by e-mail to Customer.

8.4 OSIP S&W shall put in every effort to deliver the Work in the term agreed upon; however, this term by no means is a fatal term as meant in Dutch Civil Code article 6:83a, unless OSIP S&W and Customer explicitly agreed upon otherwise. If a term of delivery is bound to be missed then OSIP S&W shall notify Customer without delay.

9. Annulment

If Customer cancels or annuls the assigned Work, charges will be invoiced to Customer for all Work done so far up to the date of the cancellation order. In addition, all charges that necessarily result from the cancellation of the Work shall be invoiced too.

10. Liability

10.1 Customer must file any complaint about the Work in writing to OSIP S&W within 28 days after receipt of the Work. This is a strict condition that must be met in order to hold liable OSIP S&W.

10.2 The liability of OSIP S&W shall be limited to the tariff agreed upon ex VAT and extra charges as applicable for the Work executed.

10.3 Customer indemnifies OSIP S&W for whatever claim, court case, costs and expenses for which OSIP S&W is held liable as far as originating from the execution of the Work by OSIP S&W for Customer.

10.4 OSIP S&W can neither be held responsible nor liable for the correctness and completeness of information originating from Customer or third parties, nor for the trustworthiness of information sources, systems and means of communication that are used by OSIP S&W for the execution of the Work.

10.5 Customer and OSIP S&W declare that disputes on the quality of Work shall be tried to be settled by mediation (arbitrage) first by a mutually agreed upon appointed mediator.

11. Property of Customer

11.1 All documents, papers, e-mails, prototypes and other material and/or immaterial items or matter that are delivered to OSIP S&W shall be treated by OSIP S&W on the risk of Customer. OSIP S&W shall not be responsible or held liable for loss of or any damages to such items or matter.

11.2 OSIP S&W reserves the right at least three months after having concluded the Work to destroy all documents, papers, e-mails and other items or matter that have been delivered to OSIP S&W with respect to the Work by Customer.

11.3 All intellectual property rights on, amongst others, price quotations, (re)search or watch proposals, results from (re)searching, advices, reports, methods, knowledge, know-how, expertise and software obtained by performing the Work are vested in OSIP S&W. Customer obtains a non-exclusive and non-transferable right to use the search

and/or watch results or the contents of the reports supplied. OSIP S&W further reserves the right to publish (re)search results, reports, methods and the like elsewhere, whilst duly taking into account any obligations as stipulated under chapter 5 above.

12. Force majeure

In case of "force majeure" (which defines any situation beyond one's control or "Act of God" or calamity that can clearly be demonstrated to severely have impaired the ability to execute or complete the Work by OSIP S&W) Customer shall be notified as soon as possible by OSIP S&W about the circumstances that caused the loss of control. In such instance both Customer and OSIP S&W are no longer bound to the Agreement. By "force majeure" at the same time is understood: all non-accountable deficiencies of suppliers or of third parties enlisted by OSIP S&W. Customer shall in such case only be charged for the Work done up until the moment that the state of "force majeure" was entered. OSIP S&W shall facilitate Customer too in accommodating the Work at another trusted organisation for completion. OSIP S&W cannot accept any liability for delay in the delivery of the Work as a consequence of "force majeure".

13. Term of Agreement; dissolution

13.1 The Agreement ends upon completion of the Work, unless agreed upon otherwise, or as determined in the next paragraph of this chapter.

13.2 OSIP S&W and Customer reserve, in addition to the grounds mentioned under Dutch Law when dissolution applies, the right to dissolve the Agreement in part or completely at once without judicial or arbitrary intervention and without giving notice of default, however, without prejudice to demand complete loss compensation if the other party:

- (i) has applied for a letter of licence (surséance) or has been granted suspension of payment;
- (ii) has been adjudicated bankrupt or a petition for bankruptcy is filed;
- (iii) has applied for debt rescheduling for personal bankruptcy;
- (iv) is dissolved or ceases its enterprise.

14. Jurisdiction

14.1 These General Terms and Conditions shall be interpreted according to Dutch Law. Disputes arising from the application of the present General Terms and Conditions shall be submitted to a court of law in The Netherlands. OSIP S&W and Customer declare in advance to abide by the verdict of the Dutch court of law, without prejudice to the legal possibilities for appeal.

14.2 The Court of Justice Utrecht is authorised exclusively to take note of any disputes arising from the Agreement and/or these General Terms and Conditions.