



NPS Patent Searches
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Terms and Conditions

1. Definitions

'NPS' means NPS Patent Searches. 'Work' means patent searching, reporting, documentation supply or any other services supplied by NPS. 'Client' means the person, the company or the organisation to whom NPS shall supply or contract to supply the work.

2. Application

These terms and conditions shall form the basis of all Work of NPS. Other terms or conditions shall not be binding unless specifically agreed in writing by an authorised representative of NPS. These terms and conditions shall constitute the entire contract between NPS and the Client.

3. Conflict of Interests

NPS reserves the right to refuse Work in part or in full so as to avoid a conflict of interests. The Client will be informed promptly of any such refusal.

4. Acceptance

All general price indications are given subject to confirmation by NPS upon receipt of the Client's order. Any written quotation will remain open for acceptance for 30 days after despatch unless a shorter or longer period is stated in writing. No representative of NPS is authorised to make offers by way of oral quotation. NPS shall start the Work upon receipt of Client's confirmation.

5. Confidentiality

NPS confirms that all material handled by NPS will be held in strictest confidence.

6. Prices, Invoicing and Payment

- 6.1. Prices are VAT exclusive unless otherwise specified.
- 6.2. Payment for Work shall be made within 30 days from the date of invoicing, unless otherwise specifically agreed to in writing by NPS. NPS reserves the right to request stage payment for large contracts. NPS also reserves the right to request full or partial payment in advance for Work to be executed for new clients for whom a credit rating has not yet been established.
- 6.3. NPS reserves the right to charge interest at the rate of 1.5% per month on all unpaid invoices. Interest will start to accrue on the date on which payment is due and will be calculated with monthly rests.
- 6.4. If an invoice for a Client is to be made out to a third party, NPS will either require written confirmation of acceptance from the third party, or a written undertaking from the Client to settle the invoice in accordance with these Terms & Conditions should the third party decline to do so for any reason.

7. Search Services

- 7.1. The services of NPS are undertaken with the greatest of care, but are subject to the limitations that affect all documentary work. In the context of services generated using databases or other information sources, the obligation of NPS is limited to one to take reasonable care.
- 7.2. NPS shall be under no obligation to indicate or correct errors or omissions in the original material supplied by the Client.
- 7.3. Some of the services of NPS may be based on the use of official publications or records, and NPS accepts no liability for the information contained in such official publications or records.
- 7.4. NPS supplies technical information and does not give legal advice. Any legal implications arising from provision or absence of certain information is the full and sole responsibility of the Client. The Client shall hold NPS harmless against any damages following therefrom.

8. Completion of Work

- 8.1. Should completion of Work be required sooner than the normal time requisite for its proper production, the Client will be advised of the course of action and every effort will be made to avoid any defects, but reasonable allowance must be made by the Client in such cases. Should such completion of Work necessitate overtime being worked or other additional costs being incurred, an additional charge may be made to cover such costs.

- 8.2. NPS accepts no liability for the consequences of any delay in completion of Work caused by the Client and, in such event, any agreed deadlines or delivery schedules will automatically cease to be valid and new dates must be negotiated.
- 8.3. Unless otherwise agreed Work will be despatched to the Client by e-mail.

9. Cancellation

If the Client for any reason postpones for a period of 14 days or more, or cancels Work that he has commissioned, charges will be payable for all completed Work up to the cancellation or postponement date, and for all other costs and expenses which may accrue as a result of such cancellation or postponement.

10. Liability

- 10.1. De Client undertakes to notify NPS in writing of any complaint in respect of any Work within 28 days of the receipt of the Work by the Client. Compliance with this requirement shall be a condition precedent to NPS's liability.
- 10.2. The liability of NPS shall be limited to the amount of the contract price of the Work.
- 10.3. The Client shall indemnify NPS against all claims, proceedings, costs and expenses for which NPS may become liable in respect of Work under the contract.
- 10.4. NPS and Client agree that any disagreements about the quality of the Work shall be referred to an arbitrator to be appointed by NPS and the Client.

11. Client's Property

- 11.1. All documents, paper, electronic data or other property supplied to NPS by the Client will be held or dealt with by NPS at the Client's risk, and NPS will not be responsible for the consequence of any loss or damage thereto.
- 11.2. NPS reserves the right to destroy or otherwise dispose of any document, paper, electronic data or other property of the Client that has been in the custody of NPS for more than 3 months following completion of the Work to which it relates. Prior to such destruction or disposal, NPS will ask the Client if it wishes to have the document, paper, electronic data or other property in question returned. Any expenses associated with such return will be borne by the Client.

12. Force majeure

In the event of *Force Majeure* (which shall be strike, fire, industrial dispute, civil commotion, natural disaster, acts of war, plague and any other situation that can be shown to have materially affected the ability of NPS to undertake and complete the Work as agreed), NPS shall notify the Client immediately, indicating the circumstances. *Force Majeure* shall entitle both NPS and the Client to withdraw from the contract for the Work, but in any event the Client undertakes to pay NPS for Work already completed. NPS will assist the Client to the best of its ability to place the Work elsewhere. NPS cannot accept any liability for the consequences of any delay in completion or delivery of Work as a result of *Force Majeure*.

13. Jurisdiction

These conditions shall be interpreted in accordance with the laws of The Netherlands. NPS and Client irrevocably submit to the non-exclusive jurisdiction of the Dutch Courts.