



General Terms and Conditions for the relationship between Patentbuero Paul Rosenich Inc and Clients

I. Scope of Applicability

These general terms and conditions apply to all current and future contracts between PATENTBÜRO PAUL ROSENICH AG (hereinafter: PPR) and its clients (including foreign patent attorneys) which concern legal advice and/or representation (mandate), unless alternative terms and conditions have been explicitly agreed upon in writing or are required by law. Mandates are granted to PPR, not to individual partners and/or persons acting on behalf of PPR – unless otherwise agreed.

II. Scope and Fulfilment of the Mandate

1. The mandate is the service agreed upon, not a specific legal or commercial outcome of the service. The mandate will be handled according to the principles of proper professional practice, including continuous further training and in consideration of current legal developments.
2. Unless otherwise explicitly agreed upon in writing, the mandate will be handled according to Liechtenstein and Swiss law including the laws and statutes of the European Union and the European Economical Area and the European Patent Convention respectively which are valid in Liechtenstein and Switzerland.
3. To fulfil the mandate, PPR is entitled to use and consult competent staff and professionally competent third persons, in particular associates, freelancers and foreign patent attorneys, insofar as these third persons are also bound to professional secrecy and have the required competences.
4. During the course of fulfilling the mandate, PPR is entitled to communicate with the client and third parties by e-mail. Unless other-wise explicitly agreed upon in writing at the request of the client, such communication will be unencrypted and unsecured. The Client bears hence the risk of internet espionage or other criminal and illegal actions of third parties through the internet.

III. Remuneration, Advance and Due Date

1. Charges, disbursements and fees (remuneration) are subject to the remuneration agreement between the parties and/or to the schedules of fees and charges of PPR. Notwithstanding different agreements between the Client and PPR, PPR bills for its services and the services of its associated external partners and foreign patent attorneys.
2. Upon issuance of the mandate, PPR is entitled to invoice a reasonable advance payment of the estimated remuneration and to make commencement of and/or continuing with the services dependent on prompt payment of same.
3. Payment of invoices is due immediately upon receipt of an invoice by the client; interest will become due after 30 days. The interest rate is 1% per month. Handling of reminders and any and all actions of PPR in order to get outstanding payments from the client will be billed in addition to the interest rate. The client can only offset against claims of PPR if the claims of the client are undisputed or have been established by a Court as final and absolute.
4. PPR is entitled to collect money and money's worth for the client and to use these funds – provided they are not earmarked – to settle remuneration claims.
5. **PPR is entitled to name the relationship to the client to any third parties** including payment services and Courts if client is not paying within the given deadline or after 30 days of non-payment of an open debit note.
6. If required, the client will convey its VAT identification number to PPR and agrees that this will be disclosed to tax authorities.

IV. Liability and Limitation of Liability

1. The principles of liability are governed by the provisions of the Liechtenstein Patent Attorney act and Swiss Patent Attorney Act and the Code of Conduct of the European Patent Institute and on the basis of these general terms and conditions. The liability of PPR for damages due to professional error and of simple negligence is limited to the assets of PPR. The limitation of liability does not apply to culpably caused damages arising out of loss of life or injury to body or health of a person. The limitation of liability covers all damages due to professional error irrespective of whether damages occurred in one or more years.
2. PPR maintains a liability insurance, the amount insured of which exceeds the legally provided minimum insurance. Upon the client's explicit request, it is possible - for individual cases - to conclude a liability insurance at an amount requested by the client and to increase the limitation of liability to that amount, provided that an agreement was reached in advance between PPR and the client with regard to the costs involved.



3. A damage claim can only be asserted against PPR within a preclusion period of one year after the client first became aware of the damage or possible damage and the event giving rise to the claim, but at the latest within three years after the event giving rise to the claim. The claim expires if legal action is not taken within a period of six months after written rejection of the indemnification and if the client was made aware of this consequence. The right to plead the statute of limitations remains unaffected.

4. PPR shall request – from time to time – instructions or payments from the client and request the client to respond or pay within a certain time frame. If the client's response or payment falls out of the defined time frame, PPR is not liable in case PPR's actions do not meet the expected results. Hence also the client has a duty to assist PPR with timely instructions

V. Applicable Law, Place of Fulfilment and Jurisdiction

1. The attorney-client-relationship is subject exclusively to Liechtenstein and Swiss law and the European Patent Convention, excluding Liechtenstein and Swiss Private International Law.
2. Place of fulfilment for all the services within the ambit of the attorney-client-relationship is the respective branch office of PPR.

VI. Miscellaneous

1. If a provision of these general terms and conditions is or becomes invalid, this will have no effect on the validity of the remaining provisions. The invalid provision will be replaced by a valid provision which comes closest to the intended purpose of the original term.
2. Alterations or additions to these general terms and conditions upon a client's request must be made in writing and explicitly marked as such. This also applies to the revocation of the requirement of the written form.