

## GENERAL SERVICE CONDITIONS

### Article 1. General

1.1 These general service conditions are applicable on the services provided by or to *Patentales* bv, BE 0773.320.424, RPR Gent (Ghent) with registered office at Sint-Jacobsnieuwstraat 85A, BE-9000 Ghent, Belgium (e-mail: info@patentales.com). *Patentales* BV is a private limited company (Dutch: *besloten vennootschap*) under Belgian law. *Patentales* bv is the owner of the registered trademark "Patentales". References to *Patentales* in these terms and conditions mean *Patentales* BV.

1.2 *Patentales* provides advice and services in the field of acquisition, defense and exploitation of intellectual property, in particular patents and supplementary protection certificates (APCs). All orders are considered to be given to and can only be accepted by *Patentales*. The present general terms and conditions apply to every order. These general terms and conditions can only be deviated from in a written agreement containing special terms and conditions.

1.3 These orders only establish an agreement between the Client or the equivalent person — as defined in Art. 1.5 — and *Patentales*. The Client accepts that *Patentales* is solely responsible for these orders.

1.4 All stipulations in these general terms and conditions also apply to anyone who, whether or not employed or subcontracted, performs work for the office organization of *Patentales*.

All stipulations in these general terms and conditions also apply in respect of anyone who, whether or not employed or subcontracted, performs work for the office organization of *Patentales*.

1.5 As Client is considered the physical or legal person giving instructions to *Patentales* to handle the order. As the Client is also considered the physical or legal person on whose behalf the former has given instructions to *Patentales* to handle the order.

### Article 2. Performance and scope of order

2.1 Any mandate given by the Client to *Patentales* shall be in writing. It will specify the name and the capacity of the Client and the subject matter for which the mandate has been written.

2.2 The Client accepts that, in the context of the order, *Patentales* will preferably communicate via electronic means of communication (e-mail and/or fax), and expressly acknowledges that such means are considered sufficiently reliable and safe. An electronic notice is recognized by the parties as a written notice. *Patentales* is not liable for damage resulting from delay, interception, or disappearance of electronic communications, unless *Patentales* knew that a particular communication had not reached or could not reach the addressee and has failed to take the necessary care in the circumstances to ensure that the communication reaches its destination.

2.3 The Client shall provide *Patentales* in a timely manner with all information and instructions necessary for the handling of an order. If through a lack of information or instructions from the Client non-observance of a time limit is imminent, *Patentales* shall, if possible, request an extension of such time limit. For such work, fees and disbursements shall be charged to the Client, in the manner as provided for in Article 4.

2.4 Correspondence received by *Patentales* in respect of cases for the renewal of which *Patentales* is not responsible shall upon request be forwarded to the Client. For such work, fees and disbursements shall be charged to the Client, in the manner as provided for in Article 4.

2.5 If in the course of executing an order it appears that upon continuation of such execution an essential conflict of interest may arise with a previous order of another Client, *Patentales* is entitled to terminate its work on the first-mentioned order.

2.6 An order can be considered accepted upon written confirmation by *Patentales*, or after *Patentales* has initiated work on said order. An order to file a patent application or to take over representation or perform other work implies an order to report on the developments regarding the order and – if necessary without consultation – to do all that is required to maintain the rights applied for or obtained. However, non-performance by *Patentales* of work it has not been explicitly instructed to do can never give rise to any liability.

2.7 In carrying out an order, *Patentales* is entitled to engage third parties. In the selection of such third parties *Patentales* shall observe due care and attention.

2.8 *Patentales* shall use all reasonable means necessary but does not guarantee the result. The liability is restricted to the cases and amounts as provided in article 3.

2.9 The agreement between the Client and *Patentales* does not in any way affect the mandatory deontological and legal obligations that rest on Patent Attorneys as practitioners of a regulated profession (in particular as a Belgian patent attorney or European patent attorney).

## **Article 2bis. Use of AI Technology**

2bis.1 *Patentales* uses digital tools in the performance of its services, including technologies based on artificial intelligence (AI). These systems are used exclusively to support internal processes, analysis, and administrative optimization, and are supervised by qualified staff.

2bis.2 The AI tools employed by *Patentales* shall not make use of any data input by *Patentales* for the further training or development of the underlying AI models. Under no circumstances shall client data or confidential case contents be utilized as training data by any third party.

2bis.3 The use of AI technologies is carried out in accordance with the applicable legislation, including Regulation (EU) 2024/1684 concerning artificial intelligence (the 'AI Act'). *Patentales* ensures that only AI systems falling within the permissible risk categories as defined under the AI Act are deployed, and undertakes appropriate measures to safeguard confidentiality, security, and transparency.

2bis.4 To the extent that AI tools are employed in the context of the services provided, such use shall be under the exclusive responsibility of *Patentales* and shall in no way diminish or prejudice the obligations agreed upon between the parties as set forth in these general terms and conditions.

## **Article 3. Liability**

3.1 *Patentales* excludes any liability for damage caused by work performed by or under the responsibility of any of the patent attorneys of *Patentales*, or damage relating to such work that may be attributed to *Patentales* in any way, unless the Client demonstrates that the damage it has suffered has been caused by a fault or negligence of *Patentales* which, in the given circumstances, could have been avoided. In that case, liability shall be limited to the amount paid out under the professional liability insurance taken out by *Patentales*, limited to the actual damage suffered and in any case limited to € 1,000,000 for the total damage suffered by the Client and estimated by the sum of each of one or more claims, plus the amount of the deductible not for the account of the insurance company.

3.2 If for whatever reason the liability insurance mentioned in Art. 3.1 does not pay out, any liability shall be limited to an amount of € 5,000, wherein the amount to be paid by *Patentales* shall in any case not be higher than the amount the Client has paid to *Patentales* for the order concerned.

3.3 *Patentales* excludes any liability for any incorrectness and/or incompleteness of literature sources consulted by *Patentales* and of the registers consulted by *Patentales*, as well as for any incorrectness and/or incompleteness of the information provided by the Client.

3.4 Electronic correspondence sent by *Patentales* is deemed received by the recipient to the extent *Patentales* has not received any report that the correspondence was not delivered to the recipient. *Patentales* is not liable for any direct or indirect damage caused by the non-receipt of electronic mail by the recipient.

3.5 Any claim against *Patentales* will expire after one year as from the time by which the work to which the claim relates, has or should have ended.

3.6 The Client shall indemnify and reimburse *Patentales* for third parties' claims for damages relating to or arising from acts or omissions by *Patentales*, its personnel or others engaged by *Patentales* in relation to the handling of the order.

3.7 The Client acknowledges and agrees that, within the limits of the applicable law, the recovery of damages resulting from the non-fulfilment of a contractual obligation relating to the assignment shall be governed exclusively by the rules of contract law, even where the event giving rise to such damages would also constitute a tort.

3.8 The Client acknowledges and agrees that, within the limits of the applicable law, the recovery of damages resulting from the non-performance of a contractual obligation by an auxiliary person shall give rise solely to a contractual or non-contractual claim against the principal debtor, and shall not constitute grounds for any non-contractual liability claim against the auxiliary person, even where the event giving rise to such damages would also constitute a tort.

## **Article 4. Costs, Payments and Invoices**

4.1 *Patentales* may at any time require the Client to pay a retainer. *Patentales* is then entitled not to start or continue any work before the retainer has been paid by the Client. Any possible damage due to such non-commencement or discontinuation of work shall be fully borne by the Client.

4.2 Unless agreed otherwise, the Client shall be charged a fee based on hourly rates previously determined by *Patentales*, multiplied by the number of hours devoted to an order. Additionally, *Patentales* also uses

fixed fees. All costs (such as official fees, court registry fees, legalization costs, invoices from foreign associates) in connection with the execution of an order shall be charged to the Client.

4.3 After the expiry of 15 days from the date of the uncontested unpaid invoice, the Client is in default and an interest rate and recovering costs will be applied in jure and without prior notice as stipulated in law. Moreover *Patentales* will then be entitled, by right of penalty clause, to increase the unpaid amount with an indemnification of 10% of that unpaid amount, notwithstanding its right to claim full compensation for all damage suffered.

4.4 Contestations of invoiced amounts will only be considered if they are received by *Patentales* through registered mail within 14 days from the invoice date. After that period the invoice is deemed to be accepted by the Client.

4.5 In case of non-payment of the invoice within the above mentioned period, *Patentales* will have the right to interrupt or cease all activities, services and work for the Client or interested third party without prior notice. All possible damages as a consequence thereof will be at the responsibility and for account of the Client or interested third party.

4.6 *Patentales* is entitled to retain the files of the Client and all correspondence relating to the files of the Client until the Client has fulfilled its payment obligations towards *Patentales*.

4.7 If in accordance with Art. 1.5 multiple physical or legal persons can be considered as Client, they are jointly liable for payment of all sums due to *Patentales* as provided in the above articles.

#### **Article 5. Force majeure**

5.1 Without prejudice to its other rights, *Patentales* is entitled in case of force majeure to suspend the performance of an order, or to dissolve the contract for professional services without judicial intervention, without *Patentales* being liable to pay any damages.

#### **Article 6. Dissolution / Right of retention**

6.1 *Patentales* is entitled to dissolve the contract with the Client out of court, in writing, if the Client fails to fulfill its obligations within 8 days after written notice of default, without affecting the right of *Patentales* to claim compensation.

6.2 *Patentales* is entitled, without any warning or notice of default being required, to dissolve the contract with the Client out of court, in writing, if the Client is granted a (provisional) moratorium on payments, the Client's involuntary liquidation has been petitioned for or has been ordered, the Client's company is wound up, the Client ceases its current enterprise, a substantial part of the Client's assets has been attached, in case of death, or the Client must in any other way be deemed incapable of fulfilling its obligations in respect of *Patentales*.

#### **Article 7. Settlement of disputes**

7.1 The legal relationship between the Client and *Patentales* is governed exclusively by Belgian law. All disputes between the Client and *Patentales* shall be submitted exclusively to the competent court of Gent (Ghent).

#### **Article 8. Versions of general terms and conditions**

8.1 In case of any discrepancy between the English and Dutch texts of these general terms and conditions, the Dutch text shall be binding.

8.2. Any advice, contract, argumentation and other written documents issued by *Patentales*, are protected by copyright and may not be disclosed or reproduced unless express prior written approval from *Patentales*.

8.3. The whole or partial invalidity of one or more of the above provisions does not entail the invalidity of the general conditions as a whole. An invalid provision will, if necessary, be replaced by a provision of common law, the consequences of which most closely resemble the consequences of the invalid provision.