

GENERAL TERMS AND CONDITIONS HORTIS HOLLAND B.V.

version 2019, valid from 1 July 2019

1. ABOUT HORTIS

- 1.1 Hortis Holland B.V., also trading under the trade names Hortis Legal and Trademarkhost.com, hereinafter referred to a "Hortis", is engaged in the registration of trademark, design, plant breeder's and patent rights, the search for availability and the provision of advice on these and other intellectual property rights.

2. APPLICABILITY

- 2.1 These General Terms and Conditions apply to all offers to and agreements with any client ("Client") in which Hortis provides services of any kind, even if these services are not explicitly described in these terms and conditions, unless otherwise agreed in writing.

3. FORMATION OF THE AGREEMENT

- 3.1 An assignment with Hortis is established by written confirmation by Hortis. Supplementary arrangements or changes are only valid if Hortis has confirmed these in writing and the Client has not objected to them in writing within five working days.
- 3.2 Subscriptions for the monitoring of intellectual property for the Client are valid for a period of one contract year, after which the subscription is tacitly renewed each time by one contract year, unless the Client has indicated in writing no later than three months before the expiry of the current contract year that it does not wish to renew the relevant subscription for the next contract year.

4. OFFERS AND FEES

- 4.1 Offers made by Hortis in any form whatsoever, including publications and printed matter, are without any obligation and are valid for a period of fourteen days.
- 4.2 All offers made by Hortis are subject to Hortis' standard list of rates, excluding taxes and levies, unless explicitly agreed otherwise. Upon acceptance of a quotation, the Client fully agrees to the rates from the standard list of rates.
- 4.3 Expenses not expressly mentioned in Hortis' list of rates are charged to the Client at cost price, which include but are not limited to:
- the actual travel and accommodation expenses incurred by Hortis' employee(s) for the purposes of the assignment;
 - disbursements;
 - currency and exchange costs and bank charges;
 - costs payable to third parties, necessarily incurred in the performance of the assignment, in particular the costs of foreign agents, lawyers, official bodies in connection with the registration of intellectual property rights, translation agencies, and other service providers.
- 4.4 The applicable hourly rates of third parties to be engaged, such as lawyers, accountants, patent agents and trademark agents, are also included in the rate list.

5. PROVISION OF SERVICES BY HORTIS

- 5.1 Hortis will carry out the agreed assignment to the best of its ability in compliance with the rules that are customary in professional conduct according to the standards of good contracting practices. In particular, the Client acknowledges that:
- with assignments for availability searches, no completeness can be guaranteed and no guarantee can be given with regard to the results of such searches;
 - availability search assignments are limited to data that have been entered in the relevant registers and made public by the relevant authorities;
 - notifications relating to the renewal or maintenance of registrations or other acts for the maintenance of rights are made by Hortis without obligation and do not lead to any obligation to perform acts for the renewal or maintenance of these rights, except in so far as the client has given written instructions to do so;
 - the decision to register an intellectual property right or to have it registered is taken by the Client itself, who thereby also accepts the risks.
- 5.2 Our work on the registration of intellectual property rights will commence immediately upon receipt of full payment of our relevant invoices.
- 5.3 Hortis is authorised, where possible in consultation with the Client, but without being obliged to give prior notice to the Client, to engage third parties in the performance of the assignment. Hortis is not liable for any shortcomings on the part of these third parties, except in the event of intent or gross negligence on the part of Hortis itself, which expressly excludes intent or gross negligence on the part of any employee, other than a director under the Articles of Association, of Hortis.

6. OBLIGATIONS ON THE PART OF THE CLIENT

- 6.1 The Client is responsible for the timely, correct and proper provision of the required documents and information and guarantees the accuracy and completeness thereof.
- 6.2 The Client is responsible for notifying Hortis of name and/or address changes, or of any other relevant changes.
- 6.3 The Client is responsible for giving timely instructions, failing which Hortis has the right, but is not obliged, to act at its own discretion, at the account, risk and expense of the Client.

7. PAYMENT

- 7.1 In the event of registrations of intellectual property rights, payment by the Client must be made in advance, unless expressly agreed otherwise in writing. For consultancy services, payments must always be made within fourteen days of the invoice date without deduction or setoff and without suspension due to an alleged or actual shortcoming on the part of Hortis.
- 7.2 If the Client fails to pay within the agreed period, they will be in default by operation of law without any notice of default being required. From the due date, Hortis is at all times entitled to charge the Client one percent interest on the unpaid part of the invoice amount, including any interest already owed, for each calendar month or any part thereof that the amount is not paid in full, including payment of the full amount of interest owed.

- 7.3 If the Client fails to pay within the agreed period, Hortis is entitled to immediately suspend the performance of the assignment and the performance of any other obligation on the part of Hortis in respect of the Client.

- 7.4 If the Client fails to comply in good time, they are obliged to compensate Hortis for the extrajudicial collection costs, which will always include the costs of collection agencies, as well as the costs actually incurred and the wages of bailiffs and lawyers, even if these exceed the legal costs to be allocated in court, subject to a minimum of €150, to be increased by VAT.

- 7.5 Hortis is entitled to set off unpaid invoices against monies it has collected on behalf of the Client, as well as against invoices from the Client.

8. LIABILITY

- 8.1 Hortis accepts no liability for any damage suffered by the Client or third parties, except in the case of its intent or gross negligence, expressly excluding intent or gross negligence on the part of any employee of Hortis other than a director under the Articles of Association.
- 8.2 Without prejudice to the provision from the preceding paragraph, the total direct damage to be compensated by Hortis as a result of liability in respect of an assignment or agreement is limited in any event to a maximum of ten percent of the amount of the fee owed by the Client to Hortis for the purposes of the assignment in the calendar year in which the damage has occurred.
- 8.3 Hortis will never be liable for damage resulting from:
- incorrect and/or incomplete information and/or information not provided by the Client in good time;
 - errors and/or defects in the search engines it uses;
 - the choice of the trademark, model, patent, plant breeder's right or other intellectual property right including description and classification;
 - any shortcoming on the part of the Client in the fulfilment of their obligations;
- 8.4 Hortis' liability for consequential damage and/or loss of profits is excluded at all times. Consequential damage is understood in any event to mean damage as a result of the adaptation of printed matter, internet sites, damage to the reputation, costs of research and the costs of registration of intellectual property.
- 8.5 The Client indemnifies Hortis against all claims from third parties against Hortis.
- 8.6 If the Client transfers to another party the risks associated with any assignment/agreement covered by insurance, it is obliged to indemnify Hortis against the application of any right of recourse on the part of the insurer.
- 8.7 Any liability on the part of Hortis will lapse if the Client fails to report any shortcoming as described in these terms and conditions to Hortis by registered letter with signature for receipt within five working days after its discovery.

9. TERMINATION

- 9.1 If the Client fails to perform any obligation imposed on it through the assignment/agreement, or fails to do so properly and in good time, as well as in the event of the standstill, liquidation, suspension of payments and/or bankruptcy of their company, they will be deemed to be in default by operation of law and Hortis will have the right to cancel the assignment or to declare the agreement cancelled in full or in part without any summons, notice of default or judicial intervention being required, and to claim payment from the Client for the work already carried out as well as for the costs incurred as a result of any default on the part of the Client.
- 9.2 In such a case, the Client is obliged to fully compensate Hortis for damage, which damage also includes the loss of profit incurred by Hortis.
- 9.3 The provisions of Clauses 9.1 and 9.2 do not affect Hortis' right to suspend the performance of the assignment/agreement and to demand immediate and full payment of all that the Client owes or would owe pursuant to the assignment/agreement.
- 9.4 If the Client is a natural person, the assignment will not be cancelled by the death of the Client. Their rights and obligations will transfer to their successor in title.

10. CONFIDENTIALITY

- 10.1 The parties will observe the confidentiality of all confidential information concerning the other party which becomes known of has become known to them during the execution of an assignment. Without the other party's prior written consent, one party will not disclose, publish or otherwise distribute confidential information of the other party, nor permit its disclosure, publication or distribution.
- 10.2 The confidentiality obligation referred to in Clause 10.1 applies only if and to the extent that the information in question is not already in the public domain or has become accessible to the public.
- 10.3 The confidentiality obligation does not apply if and to the extent that it is in conflict with any statutory obligation or a court decision.

11. PRIVACY STATEMENT

- 11.1 Hortis processes personal and address details on the basis of care and trust. If the proper performance of the agreement so requires, we may require proof of identity, for example for the registration of intellectual property rights. The full privacy statement can be found on <https://www.hortis.nl/privacyverklaring/>.

12. CHOICE OF LAW AND CHOICE OF FORUM

- 12.1 All offers, assignments and performance of agreements by Hortis are governed by Dutch law.
- 12.2 In the regrettable event that disputes arise, only the court in the District of The Hague designated in accordance with the rules of subject matter jurisdiction will have jurisdiction, unless Hortis prefers to use the normal rules of jurisdiction as starting point.