



Terms and conditions

The present General Terms and Conditions (the "General Terms and Conditions") shall be applicable to all the legal relationships between Office Freylinger SA (hereinafter to be referred to as "OF") and any third party ("the Client") that commissions OF to carry out any work.

1. The Contract between OF and the Client shall be formed at the time when the Client places an order with OF, either orally or in writing, for the provision of any services and this order is accepted by OF.
As to work in respect of which no order confirmation is dispatched due to the nature and scope of the work in question, the invoice shall also be considered to be the order confirmation, which shall be deemed to be a correct and complete representation of the Contract.
2. Unless otherwise agreed upon between OF and the Client, OF's offers to provide its services are valid three months.
3. OF reserves the right to refuse an order without stating the reason for doing so.
4. If OF considers this to be necessary or desirable in the interest of a proper execution of any order it has received, it shall be entitled to call in the assistance of third parties, the costs of which shall be passed on to the Client. OF cannot be held liable for failures of that third party only if the Client shows that the choice of the third party has clearly been made by OF without due care.
5. By placing the order, the Client grants OF the right to collect personal information according to the OF Privacy Policy, mainly in order to provide OF services. Objections to the processing of personal information could lead to loss of rights.
6. The fees for the work to be carried out by OF shall be as follows:
 - a. in respect of the costs of arranging for registrations and other entries in patent, utility patent, trademark, design and model, domain name registers, including the preparation of the levies and charges payable for same and the fees, if any, of foreign third parties: in accordance with the fixed rates (excluding V.A.T.) or in accordance with the amounts specifically stated by OF in its offer;
 - b. in respect of other work than that mentioned under 6.a.: on the basis of the number of hours spent on the agreed work and in accordance with the hourly rate (excluding V.A.T.) fixed by OF.
7. The applicable fees shall either be the fees stated in the most recent lists of fees or the fees which OF has confirmed to the Client.
8. The fees shall not include the costs, which vary in each individual case, of printing blocks, extra categories, drawings, document date, extracts from registers, legalisations, translations, classifications, etc. Nor shall the fees include the costs that may arise after submission of the application/registration forms due to publication, granting of rights, negotiations with third parties or other work, such as the costs resulting from ex officio objections or from the opposition by third parties against the applicant. These costs shall be passed on to the Client separately. Any estimate of costs provided to the Client by OF shall only be in the nature of an indication and shall be without engagement.
9. If any prices and/or rates of price-determining factors, such as duties, wages and insurance rates are increased for any reason, OF shall be entitled to increase its fees accordingly and to charge these fees to the Client.
10. OF shall have the option to charge the Client for the work to be performed and the costs to be incurred by OF by means of advance, interim or final invoices to the Client. Any amounts paid in excess shall be refunded to the Client after completion of the work. The invoices shall be paid to OF within 30 days from the invoice date. Payments shall be made without any withholding, deduction or set-off, unless otherwise agreed upon.
11. The Client shall at all times remain liable for the payment of any unpaid invoices in his name, even if the Client has indicated that he has placed the order on behalf of a third party. If the Client places an order on behalf of a third party and does not wish to undertake any obligations on this account, this shall be stated expressly and in writing at the time of placing the order.
12. If the Client fails to pay within the periods stated under 10., he shall be in default by the mere expiry of the period concerned, without further notice of default being required. The Client shall in that case owe OF interest in respect of its unpaid invoices at a rate of 1,5 % per month or part thereof on the amounts due, without prejudice to OF's entitlement to compensation based on the law. By placing the order the Client grants OF a pledge (first lien), as additional security for the payment of all that the Client owes or will owe to OF, on the patents, utility patents, trademarks, designs or models, domain names to be registered by OF for or on behalf of the Client; the Client's acceptance of the present General Terms and Conditions shall constitute proof of the existence of such a pledge. In the event of the Client's failure to pay, OF shall be entitled to enter this pledge in the relevant registers at the Client's expenses. The pledge shall terminate as a result of the Client's payment of all the amounts he owes to OF. OF shall subsequently withdraw any registration of the pledge at the Client's expenses.
13. The Client is entitled to an indemnification of damage resulting from an event or a series of related events, which OF is liable for by law, in total to a maximum amount of one hundred thousand (100.000,-) EUR.
14. The right to claim indemnification becomes forfeited, if damage, after its discovery, is not reported to OF in writing with all due dispatch and anyhow as soon as twelve months have elapsed since the event which the damage is resulting from and which OF can be held liable for. The foregoing also applies in case the Client claims indemnification on the basis of a claim taken over or obtained from another party.
15. OF shall exercise the care of a reasonably qualified Intellectual Property counsel. He does not guarantee the envisaged result. Works realised by OF are carefully handled but remain subject to the risks of any service. OF only undertakes to engage all means requested to handle these works. Any responsibility incurring to OF regarding these works is limited to twice the amount of the professional charges regarding these services.
16. If the Client's order only consists of translating, certifying and/or validating a European patent that order does not constitute a conflict of interest that would OF prevent to render services to another client against the Client.
17. These General Terms and Conditions shall exclusively be governed by the law of Luxembourg. The Courts of Luxembourg shall have exclusive jurisdiction over all disputes.