

GENERAL TERMS AND CONDITIONS
Fleischer, Engels & Partner mbB, Patentanwälte
(F&E PATENT)
(Amtsgericht Essen PR2879, Sitz: Bergisch-Gladbach)

1. F&E PATENT is a partnership of patent attorneys with restricted professional liability according to § 8(4) PartGG (German partnership law). The liability of the partnership for detriments to the Client due to incorrect professional work is restricted to the assets of the partnership. According to legal requirement F&E PATENT provides professional insurance amounting EUR 10,000,000 (ten million Euros) for those purposes.

2. F&E PATENT shall with all due care safeguard the Clients' interests and shall carry out the orders received in a professional manner and in accordance with good professional ethics. F&E PATENT shall, where good ethics so require, keep information received from the Client secret. F&E PATENT shall be entitled to count on a close co-operation with the Client who shall provide detailed information on the case concerned. When an application for Intellectual Property Rights is to be filed, the Client shall inform F&E PATENT of the extent of the order, of similar earlier cases and of previously filed applications and publications which relate to the same or a similar subject field. Only if a special agreement has been made, shall F&E PATENT conduct a background search into older rights, prior art or designing.

3. F&E PATENT shall endeavour to carry out the order without any unnecessary delay. F&E PATENT is entitled to request advance payment before any work is begun.

4. When documents prepared by F&E PATENT are submitted to the Client for consideration and comments, it is understood that the Client shall check the material and the technical accuracy of such documents. F&E PATENT is entitled to assume that the Client fully accepts the entire contents of such documents, unless he states otherwise without delay.

5. F&E PATENT shall keep the Client informed of the handling of the case. The Client shall provide the information required to enable F&E PATENT to handle the case.

6. If there is a time limit to be observed in the case, the Client must provide all relevant information in time so that the work can be carried out with all due care within the time limit. Both F&E PATENT and the Client shall watch official time limits of which they have been informed. If the Client's instructions are not received in good time before the expiry of the time limit or if the Client is not attainable, F&E PATENT is authorised to start or proceed with the necessary actions on behalf of and at the expense of the Client, which are according to the situation reasonable and/or in the opinion of F&E PATENT in the legal interest of the Client. F&E PATENT shall, at a reasonable charge, apply, where possible, for an extension of time, unless circumstances indicate otherwise. If orders or instructions reach F&E PATENT too late, F&E PATENT is relieved of all liability for not having dealt with the case.

7. F&E PATENT is entitled to engage a third party for carrying out the order or part thereof under the same secrecy requirements as apply to F&E PATENT. F&E PATENT shall choose such third party with all due care. F&E PATENT is however not responsible for work carried out by a third party outside Germany or work carried out by a third party assigned by the Client.

8. If the Client wishes to claim that a service carried out by F&E PATENT is incorrect or has caused damage to him, he

shall inform F&E PATENT accordingly within reasonable time after he has noted or ought to have noted the error. A complaint must however not be made later than one year after the service comprised by the complaint was terminated. In case F&E PATENT by negligence makes the Client suffer an economic loss, F&E PATENT shall compensate for such a proved loss by a maximum amount corresponding to EUR 10,000,000 (ten million Euros). F&E PATENT has a liability insurance amounting to said maximum amount. If the Client wishes higher insurance coverage, he has to announce before commencement of handling the case and the Client shall bear the costs for this. When searches are carried out for a Client any liability for completeness of the results is excluded.

9. In the event of suspension of payment or payment refusal on the part of the Client, F&E PATENT may resign from the case. F&E PATENT shall also have the right to resign from the case if the Client does not fulfil his obligations or if the Client makes a request to the effect that F&E PATENT should act in a way which is not in compliance with the guidelines of the profession. F&E PATENT then is under no obligation to forward communications that may still be received in the case, review them or respond to them. The same applies if the Client has given instructions to the effect that the case should be abandoned or removed from F&E PATENT's records.

10. F&E PATENT's obligation to take measures after the Intellectual Property Right concerned has been granted is limited to forwarding communications received in connection with said right. F&E PATENT is entitled to claim compensation for its services and expenses in connection therewith. It is understood that the Client duly considers and records communications concerning time limits for maintaining or renewing an Intellectual Property Right. If the Client wishes an Intellectual Property Right to be maintained, and even if he has not received a reminder from F&E PATENT in respect of maintenance or renewal, it is understood that the Client, on his own initiative and well in time before the expiry of the term, provides F&E PATENT with requisite instructions for maintaining said right. The Client's instructions for maintaining or abandoning a right shall be complete and clear. If an order and a requested payment have not been received in time, F&E PATENT may conclude that the Client wishes to waive his right.

11. All communications shall be sent to the address as last stated by the Client. The Client shall keep F&E PATENT informed of his address. If F&E PATENT is unable to reach the Client because he has not been properly informed of the Client's address, F&E PATENT will not take any steps to find out the new address. F&E PATENT is not responsible for a case which has lapsed in consequence thereof.

12. In addition to this General Conditions the German Patentanwaltsordnung and the guidelines for the profession of the German Patent Attorneys shall apply.

13. The inadmissibility or impossibility of one or several of these General Terms and Conditions does not affect the validity of the other terms and conditions. In this case each party can ask for a regulation that comes close to the economic purpose of the inadmissible or impossible regulation.

14. Any dispute arising between the Client and F&E PATENT shall be settled before the regional court of Düsseldorf, Germany. German substantive law is applied to these General Conditions.