

GENERAL TERMS & CONDITIONS

1. Boekx B.V. ("Boekx") is a limited liability company incorporated under Dutch law, with the purpose of practicing law by attorneys-at-law under Dutch law ("*advocaten*"). Boekx is registered with the Chamber of Commerce under number 59676906. Boekx Trademarks B.V. is a private limited liability company incorporated in the Netherlands, with the purpose of providing services as a trademark office by trademark attorneys and lawyers. Boekx Trademarks B.V. is registered in the trade register under number 56781687. Boekx Trademarks B.V. and Boekx B.V. are hereinafter referred to as collectively referred to as "Boekx".
2. All instructions issued to Boekx are accepted and carried out exclusively on the basis of a contract for professional services ("*overeenkomst van opdracht*") between Boekx and the client in question. Article 404 and article 407 paragraph 2 of Book 7 of the Dutch Civil Code are not applicable to the contract for professional services, even if there is an explicit or implicit instruction that the services are to be carried out by a specific person.
3. Any and all liability of Boekx is limited to the amount paid out under the professional liability insurance taken out by Boekx in the matter concerned, plus the excess applicable under the terms of our insurance policy. In the event that, for any reason, no monies are paid out under such insurance policy, any and all liability will be limited to the amount of the fee charged by Boekx in the matter concerned to the client, up to an aggregate maximum of € 25,000 (twenty-five thousand euro).
4. Before instructing third parties, Boekx will consult the client, to the extent possible. Boekx accepts no liability for any acts or omissions by such third parties. Boekx is hereby authorized by the client to accept, on the client's behalf, any limitations of liability of third parties.
5. Notices relating to the preservation of trademarks, designs or other IP rights (including regarding renewals and other relevant deadlines, etc.) are provided by Boekx on an obligation-free basis. Boekx is only to carry out acts to preserve trademarks, designs or other IP rights if the client has given a written instruction to this effect. Boekx is not obliged to investigate on its own initiative the availability, filing, renewal or other work relating to trademarks, designs or other IP rights. Boekx is not liable for any damage resulting from errors, defects or omissions resulting from the use of public and/or commercial search engines, databases and/or software of third parties.
6. For our services related to applications, registrations, renewals and mutations in the Benelux -, European Union and/or the International trademark and design registers, the client shall pay the fees as included in our annual fixed fees overview, which is provided on request. These fees may be reviewed by Boekx at any time.
7. The client is responsible for the timely and correct delivery of all required information and is responsible for the correctness and completeness of the documents, prints and data provided.
8. Unless otherwise agreed, our fees are calculated on the basis of the number of hours spent, multiplied by the hourly rate set by Boekx. A percentage of the professional fee can be charged to cover general office expenses (such as costs of postage, telecommunications, photocopying etc.). Expenses payable by Boekx to third parties on behalf of the client) will be charged separately as disbursements.
9. In principle, Boekx will invoice the client for services on a monthly basis. All invoices issued by Boekx are payable within fourteen days from the date of the invoice. Boekx reserves the right to carry out its services on the basis of advance payment. In the event payment is overdue, Boekx is entitled to suspend its work on the matter concerned, and it will notify the client thereof. If non-payment persists after written notice has been sent, Boekx may claim out-of-court collection costs equivalent to 15% of the amount due, subject to a minimum of € 200 (two hundred euro).
10. These general terms and conditions apply to any and all offers made by Boekx and all instructions accepted by or on behalf of Boekx, including follow-up instructions. These general terms and conditions apply equally to and for the benefit of any persons who are engaged in carrying out an instruction from a client and/or who could bear any liability in that respect and his or her heirs.
11. The legal relationship between Boekx and the client is governed by Dutch law. Any disputes that cannot be resolved amicably will in first instance be submitted exclusively to the competent court in Amsterdam.