



European Intellectual Property Experts

Patents, Trademarks, Designs & More

# General Terms & Conditions

For provision of services

2021 - 2022 edition



## General Terms & Conditions

### ***Article 1 – Subject***

These general terms and conditions (hereinafter referred to as “General Terms and Conditions”) specify GEVERS’ procedure for intervening for and/or on behalf of the client within the framework of:

- its advisory, support and representation assignment;
- the drafting of documents with a view to obtaining, maintaining, exploiting and/or defending its intellectual property rights and other ancillary rights;
- certain questions related to the foregoing.

### ***Article 2 – Definitions***

**GEVERS** means the company of the GEVERS Group (including GEVERS Legal SA/ NV, GEVERS Patents SA/NV, GEVERS Belgium SA/NV, GEVERS & ORES SAS, and/or any other future affiliated company), including the attorneys and/or staff acting on behalf of such company, with whom the Client has entered into an Agreement.

**Client** means the natural or legal person to whom GEVERS provides the Services defined in the Agreement.

**Agreement** means these General Terms and Conditions, together with a Proposal, if applicable and/or a Representation explicitly accepted by GEVERS, if applicable.

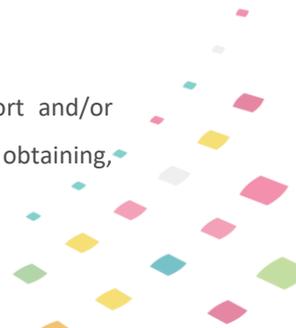
**Force Majeure** means any event that is (i) beyond the control of the Party invoking it; and (ii) against which it could not reasonably protect itself, and (iii) that is of such a nature as to prevent or delay the performance of the contractual obligations of such Party, including but not limited to the following events: hacker attacks, Internet viruses, strikes, lockouts, fires, power failures, storms, accidents, war, the unavailability of public services, etc.

**Proposal** means a description of the practical aspects of the Services from GEVERS to the Client.

**Representation** means any written request for Services from the Client to GEVERS.

**Parties** means GEVERS and the Client.

**Services** means any of the following assignments: (i) advisory, support and/or representational work; (ii) the drafting of documents with a view to obtaining,





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maintaining, exploiting, valorising, monetizing and/or defending intellectual property and other rights; and (iii) any questions related to the foregoing.

### ***Article 3 – Application of the Agreement***

All Services provided by GEVERS to the Client are exclusively governed by the Agreement which takes precedence over any other general or specific terms and conditions from the Client.

Whenever a Client calls upon the Services of GEVERS, the Client is deemed to have read the Agreement and to unconditionally accept it.

### ***Article 4 – Obligations of GEVERS***

GEVERS undertakes to perform the Services with the necessary diligence and prudence, in accordance with the common professional standards for such Services and in compliance with any and all applicable laws and regulations.

### ***Article 5 – Obligations of the Client***

**5.1** The Client undertakes to provide GEVERS in a timely manner with all the information and instructions necessary to enable the proper performance of the Services. In particular, the Client undertakes to respond promptly to all communications from GEVERS and to provide GEVERS with all information required by GEVERS or any other useful information before the expiry of the response period required in such communications. If there is no official deadline and the Client considers that any Services to be performed by GEVERS are urgent, the Client shall explicitly inform GEVERS which will make reasonable efforts to comply with such urgency request. In the absence of such explicit request, GEVERS cannot be held liable for any delays in the performance of its Services.

**5.2** The Client shall provide GEVERS with complete and accurate information and guidance for the performance of the requested Services. The Client undertakes to notify GEVERS immediately of any changes to the information previously provided to GEVERS.

**5.3** The Client shall be solely liable for any damages that may result from inaccurate, incorrect, inadequate, incomplete or belated information they may have provided to GEVERS. If the Client does not receive a due and timely response before the expiry of the period indicated by GEVERS, GEVERS may suspend the performance of its Services





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in full or in part and shall not be liable for any damages the Client may suffer as a direct or indirect result of such suspension.

**5.4** GEVERS will submit to Client any documents whose signature is required for the conduct of the Services. The Client shall return to GEVERS all required documents as requested by GEVERS in advance of any relevant deadline that may be indicated by GEVERS. GEVERS cannot be held liable for any damages the Client may suffer as a direct or indirect result of the Client's failure to meet any deadline indicated by GEVERS.

**5.5** All communication by GEVERS shall be sent to the Client's latest known address (email or postal address) as indicated by the Client. The Client shall immediately inform GEVERS of any change of its legal name, address, form and/or status. GEVERS cannot be held liable for any loss of rights or any damages suffered by the Client if the Client has not duly informed GEVERS of such changes.

### ***Article 6 – Personal data protection***

GEVERS processes personal data in the context of the performance of its Services in accordance with (i) the provisions of EU Regulation (EU) 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and (ii) the GEVERS Privacy Statement, which is available on [www.gevers.eu/en/privacy-statement.php](http://www.gevers.eu/en/privacy-statement.php)

### ***Article 7 – Term and termination***

**7.1** Both Parties may at any time terminate the Agreement without cause by sending a written notice to other Party. If the Client terminates the Agreement, such termination shall be at the Client's risk and the Client shall immediately settle any outstanding fees, expenses or costs due to GEVERS for any Services commenced and/or performed by GEVERS.

**7.2** In the event of default or delay of payment by the Client of any fees, expenses or costs invoiced by GEVERS, or if the Client fails to meet any of his obligations under the terms of the Agreement, GEVERS may terminate the Agreement eight days after having served notice of default by registered letter or courier without having received a response, without prejudice to (i) the terms of Article 8.6, and/or (ii) GEVERS' right to claim damages and/or to suspend the performance of its Services.





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**7.3** Notwithstanding the foregoing, any termination by GEVERS shall be in accordance with the rules of professional conduct of the relevant jurisdiction.

### ***Article 8 – Expenses, charges and fees***

**8.1** At the Client's request, GEVERS may provide a non-binding forecast of the fees, costs and expenses for certain Services.

Such forecast shall be under reservation of any changes that may occur such as changes in official fees or taxes, fees of agents, exchange rates, as well as the developments and complexity of the matter in question.

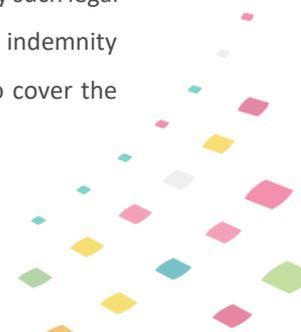
**8.2** For all Services not covered by a lump sum, GEVERS shall invoice its Services on the basis of hourly billing rates which (a) GEVERS has communicated to the Client either (i) together with its Proposal, or (ii) when GEVERS has accepted the Representation, or (b) are available upon request by the Client.

The hourly billing rates will vary according to the qualification and experience of the GEVERS professionals providing the Services. In addition, GEVERS' standard hourly billing rates may be adjusted and/or indexed annually.

Any services provided by any third parties engaged by GEVERS (such as foreign agents, external service providers, etc.) shall not be included in the GEVERS fees. If the external service provider invoices the Client directly, GEVERS shall confine itself to forwarding the invoice to the Client and the Client shall directly pay to the external service provider.

**8.3** GEVERS shall at all times be entitled to charge retainer fees. These will be the subject of an invoice. Retainer fees are not necessarily commensurate with the state of advancement of the Services or of the level of charges and fees incurred at the date of the Client's request. The Client undertakes to pay the retainer fees without delay. GEVERS may suspend any Services for the Client until the retainer has been paid in accordance with the ethical rules of the relevant jurisdiction.

**8.4** Invoices other than those for retainer fees are payable within 30 days from the date of the invoice onto the GEVERS account indicated on the invoice. Any sum not paid by the due date shall, without prior notice, entail late interests and recovery charges in accordance with the applicable legal provision. In addition to any such legal interests and recovery charges, GEVERS shall be entitled to a reasonable indemnity equal to 10% of the amount of the invoice, with a minimum of €150, to cover the





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costs and expenses of GEVERS due to late payments, without prejudice to the right of GEVERS to claim full compensation for the damages it has suffered.

**8.5** Any contestation of GEVERS invoices shall only be admissible if it has been notified with GEVERS by registered letter received no later than 14 calendar days after the date of such contested invoice.

**8.6** If GEVERS has, at the instruction of a Client, (i) filed a new intellectual property right (such as a trademark, design, patent, domain name) and/or (ii) renewed or maintained an intellectual property right which, in the absence of GEVERS' intervention, would have expired, GEVERS will be and/or become the owner of such intellectual property right as long as and until the Client has fully paid the invoice of GEVERS in relation to such instruction, with a view to securing GEVERS' risks for non-payment.

### ***Article 9 – Liability and guarantee***

**9.1** GEVERS shall use its best efforts to ensure the due, timely and proper performance of the Services. However, the obligations assumed by GEVERS are only obligations of means.

**9.2** If GEVERS would fail to meet one of its obligations under the Agreement, its liability for any damages caused to the Client and proven by the latter (including the loss of an intellectual property right) shall be limited to the lower of the following amounts: (i) three times the total value of the invoices actually paid by the Client for the Services directly linked to the damage caused to the Client, or (ii) two hundred and fifty thousand euros (€250,000).

In any case, the Client cannot bring any claim against GEVERS, whatever its nature or grounds, beyond a period of six months from the day on which the Client has or should have had knowledge of GEVERS' failure to meet one of its obligations.

**9.3** GEVERS cannot be held liable for any damages caused by or due to the intervention of third parties, and in particular any damages caused by the products or services of third parties, unless such third party has been appointed by GEVERS and not endorsed by the Client. In the latter case, GEVERS' liability for any damages caused to the Client by the intervention of such third party shall be limited in accordance with Article 9.2 and 9.4 hereunder.

**9.4** GEVERS can never be held liable for any damages caused directly or indirectly by Force Majeure as defined in Article 10 below.





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### ***Article 10 – Force majeure***

**10.1** Parties shall be entitled to suspend their obligations under the Agreement in the event of a Force Majeure of such a nature as to prevent or delay the performance of the contractual obligations of one of the Parties.

**10.2** If the Force Majeure would have effects beyond a period of three months, either Party may immediately and automatically terminate the Contract, upon sending a registered letter to the other Party, without any compensation or notice being due.

### ***Article 11 – Bankruptcy and insolvency***

In the event that the Client would take steps to dissolve or cease to exist, files or is or becomes subject to a petition in bankruptcy (or similar reorganization proceeding), or admits its inability to pay its debts as they become due, or becomes subject to the appointment of a receiver, the Client shall, at the request of GEVERS, fully and immediately pay all sums due, even before their due date, or provide GEVERS with guarantees that the Client's obligations will be duly and properly fulfilled (guarantees that are subject to GEVERS' approval), without prejudice to GEVERS' right to suspend implementation of the Agreement or to terminate it in accordance with Article 7.

### ***Article 12 – Disputes***

**12.1** If there would be a dispute, about the conclusion, interpretation, implementation or termination of the Agreement, the Parties shall first try to seek an amicable settlement.

**12.2** If no amicable settlement has been reached within 30 days of the dispute arising, the matter shall be brought exclusively before the courts of the place of business of the GEVERS firm with whom the Client has entered into the Agreement. For the GEVERS companies based in France, these shall be the courts of Paris, and for the GEVERS companies based in Belgium, these shall be the courts of Brussels.

**12.3** The law of the country of the place of business of the GEVERS firm with whom the Client has concluded the Agreement is applicable. For GEVERS companies based in France, this shall be French law, and for GEVERS companies based in Belgium, this shall be Belgian law.





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### *Article 13 – Miscellaneous*

A failure of GEVERS to exercise any right provided for herein shall not be deemed to be a waiver of that right.

Last update of Terms and Conditions: October 2021

