



General Terms and Conditions

of Zwicker Schnappauf & Partner Patentanwälte PartG mbB

I. Scope of Applicability

These General Terms and Conditions apply to all current and future contracts between Zwicker Schnappauf & Partner Patentanwälte PartG mbB (ZSP Patentanwälte) and its clients which concern legal advice and/or representation (mandate), unless alternative terms and conditions have been explicitly agreed upon in writing or are required by law. Mandates are granted to ZSP Patentanwälte, not to an individual partner and/or a person acting on behalf of ZSP Patentanwälte.

II. Scope and Fulfilment of the Mandate

1. The mandate is the service agreed upon, not a specific legal or commercial success. The mandate will be handled according to the principles of proper professional practice, including continuous further training and in consideration of current legal developments.
2. Unless otherwise explicitly agreed upon in writing, the mandate will be handled according to German law, including the law of the European Union applicable in Germany, the European Patent Convention or the Patent Cooperation Treaty, depending on the subject matter. Mandates, the subject matter of which has to be handled under consideration of other legal norms and systems, will be handled by ZSP Patentanwälte under the condition that ZSP Patentanwälte either does not give a legally binding assessment or uses the services of a representative admitted in another legal system to perform actions in that legal system, whereby this representative and not ZSP Patentanwälte will ensure that the mandate is handled under consideration of the respective legal norms.
3. To fulfil the mandate, ZSP Patentanwälte is entitled to use and consult competent staff and professionally competent third persons, in particular associates and freelancers, insofar as these third persons are also bound to professional secrecy.
4. During the course of fulfilling the mandate, ZSP Patentanwälte is entitled to communicate with the client and third parties by e-mail. Unless otherwise explicitly agreed upon in writing at the request of the client, such communication will be unencrypted and unsecured. A mandate is considered as accepted by ZSP Patentanwälte only if the acceptance has been confirmed by ZSP Patentanwälte at least in text form.

III. Remuneration, Advance and Due Date

1. Charges, disbursements and fees (remuneration) are subject to the remuneration agreement between the parties and/or to the schedules of fees and charges of ZSP Patentanwälte.
2. Upon issuance of the mandate, ZSP Patentanwälte is entitled to invoice a reasonable advance payment of the estimated remuneration and to make commencement of and/or continuing with the services dependent on prompt payment of same.
3. Payment of invoices is due immediately upon receipt of an invoice by the client; interest will become due after 30 days. The client can only offset against claims of ZSP Patentanwälte if the claims of the client are undisputed or have been established as final and absolute.
4. ZSP Patentanwälte is entitled to collect money and money's worth for the client and to use these funds – provided they are not earmarked – to settle remuneration claims.
5. If required, the client will convey its VAT identification number to ZSP Patentanwälte and agrees that this will be disclosed to tax authorities in Germany.

IV. Liability and Limitation of Liability

1. The principles of liability are governed by the provisions of the German Partnership Act (Partnerschaftsgesellschaftsgesetz) and on the basis of these General Terms and Conditions. The liability of ZSP Patentanwälte for damages due to professional error is limited to the assets of the partnership. In cases of simple negligence, the liability of ZSP Patentanwälte is insofar limited to EUR 10,000,000.- (in words: ten million) for each mandate. The limitation of liability does not apply to culpably caused damages arising out of injury to life, body or health of a person. The limitation of liability covers all damages due to professional error irrespective of whether damages occurred in one or more years.
2. ZSP Patentanwälte maintains a liability insurance, the amount insured of which is higher than the legal minimum insurance. Upon the client's explicit request, it is possible, for individual cases, to conclude a liability insurance at an amount requested by the client and to increase the limitation of liability to that amount, provided that an agreement was reached in advance between ZSP Patentanwälte and the client with regard to the costs involved.
3. A damage claim can only be asserted against ZSP Patentanwälte within a preclusion period of one year starting with the end of the year in which the client obtained knowledge of the damage and the event giving rise to the claim, or should have obtained such knowledge absent gross negligence, but at the latest within five years after the event giving rise to the claim. The preclusion periods according to sentence 1 do not apply to damage claims due to injury to life, body or health and do not apply to cases of intentional or grossly negligent breaches of duty by ZSP Patentanwälte or their legal representatives or vicarious agents. A damage claim against ZSP Patentanwälte expires if legal action is not taken within a period of six months after written rejection of the indemnification and if the client was made aware of this consequence. The right to plead the statute of limitations remains unaffected.

V. Applicable Law, Place of Fulfilment and Jurisdiction

1. The attorney-client-relationship is subject exclusively to German law, excluding German Private International Law.
2. Place of fulfilment for all the services within the ambit of the attorney-client-relationship and exclusive local and international place of jurisdiction for all civil proceedings is Munich.

VI. Written Form

Amendments or supplements to these General Terms and Conditions must be made in writing for documentation purposes and must be expressly identified as such.