



General Terms and Conditions Amsterdams Octroobureau Visser-Luirink B.V.

1. General Information

1) Amsterdams Octroobureau Visser-Luirink B.V. ("AOVL") is a private company with limited liability whose purpose it is to conduct the practice of Patent and Trademark attorney, and to advise in the field of intellectual property in the broadest sense of the word. This practice is also conducted through persons, who are engaged by AOVL in the performance of the assignments of its clients. AOVL is domiciled in Amsterdam and registered in the trade register of the Chamber of Commerce Amsterdam under the number 34298963.

2. Assignment

2) Every assignment will only be accepted and performed by AOVL with explicit exclusion of the terms in art. 7:404 Dutch Civil Code and art. 7:407(2) Dutch Civil Code.

3. Liability

3) AOVL excludes all liability for damages caused by activities performed under or by AOVL, unless the client can prove that the damages suffered by him were caused deliberately by or by gross negligence of AOVL. In that case liability will be limited to the amount payable by the professional liability insurance taken out by AOVL.

4. Third parties

4.1) When AOVL engages a third party to perform an assignment, AOVL can accept the limitation of liability stipulated by this third party on behalf of the client.

4.2) AOVL will exercise caution when engaging and selecting third parties. AOVL does not accept any liability for the shortcomings of persons engaged for the performance of an assignment by AOVL unless the client can show that AOVL did not select this third party with enough care.

4.3) All conditions in these general terms and conditions were also made for the benefit of all persons engaged by AOVL for the performance of an assignment.

4.4) The performance of the provided assignment will occur solely for the benefit of the client. Third parties can derive no rights from the content of the activities performed (such as advice).

4.5) If the client provides the content of the activities performed by AOVL to a third party, the client is obliged towards AOVL to point out the applicability of these general terms and conditions to this third party.

5. Confidentiality

5.1) AOVL treats all matters entrusted to her on the basis of strict confidentiality in accordance with the legal duty of all (European) patent attorneys.

5.2) AOVL accepts no liability for damages caused by the violation of the confidentiality of communication when this communication by request of or with permission of the client takes place via email.



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6. General Data Protection Regulation (GDPR)

6.1) In addition to the information required by the (foreign) patent and tax authorities (name, address, VAT number), we will store your telephone number and email address. If you want to change the latter, then please do let us know.

6.2) Only your name and address will be shared with the foreign agent(s) required to perform your assignment.

6.3) A processing agreement has been concluded with the processor of your financial data.

7. Payment

7.1) AOVL is authorized to require payment of an advance bill for (further) activities and/or to charge an interim payment.

7.2) Each invoice has to be paid no later than 1 month after the invoice date. An invoice has been agreed upon by the client when no proper and written objection has been made within 10 days of receipt of the invoice.

7.3) When commissioning AOVL the client accepts that AOVL changes the rates periodically, based on wage and price developments.

7.4) In case of non or late payment the client is in default, without further notice or warning being required, and the client will owe default interest to the amount of 1,6 percent of the principal sum a month, with part of a month being considered as a whole month. AOVL then also has the right to postpone or end the activities, without prejudice to the obligation of the client to pay the outstanding and still to be sent invoices.

7.5) Furthermore, AOVL has a right to a compensation of all costs, legal and non-legal, including collection costs, to the amount of 15% of the principal sum exclusive of default interest and other extra costs.

8. Applicability General Terms and Conditions

8) These general terms and conditions also apply to any additional or future assignments of the client as well as legal bodies that provide an assignment, in which the client has a say.

9. Choice of Law and Forum

9) To the legal relationship between the client and AOVL only Dutch Law is applicable. The competent court in Amsterdam has exclusive jurisdiction to hear all disputes between the client and AOVL, on the understanding that in derogation from the above AOVL has the right to bring the dispute before a for the client eligible court.

10. Dutch version prevails

10) In the case of any discrepancy as to the contents and purport of these conditions, the Dutch text will prevail.

These General Terms and Conditions have been updated on 8 October 2020.