

GENERAL CONDITIONS
Kierdorf Ritschel Patentanwälte PartG mbB
(Amtsgericht Essen PR 2878, Sitz: Bergisch-Gladbach)

1. Kierdorf Ritschel Patentanwälte PartG mbB 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. Kierdorf Ritschel Patentanwälte PartG mbB shall, where good ethics so require, keep information received from the client secret. Kierdorf Ritschel Patentanwälte PartG mbB 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 Kierdorf Ritschel Patentanwälte PartG mbB 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 Kierdorf Ritschel Patentanwälte PartG mbB conduct a background search into older rights, prior art or designing.

2. Kierdorf Ritschel Patentanwälte PartG mbB shall endeavour to carry out the order without any unnecessary delay. Kierdorf Ritschel Patentanwälte PartG mbB is entitled to request advance payment before any work is begun.

3. When documents prepared by Kierdorf Ritschel Patentanwälte PartG mbB 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. Kierdorf Ritschel Patentanwälte PartG mbB is entitled to assume that the Client fully accepts the entire contents of such documents, unless he states otherwise without delay.

4. Kierdorf Ritschel Patentanwälte PartG mbB shall keep the Client informed of the handling of the case. The Client shall provide the information required to enable Kierdorf Ritschel Patentanwälte PartG mbB to handle the case.

5. 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. Both Kierdorf Ritschel Patentanwälte PartG mbB 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 Kierdorf Ritschel Patentanwälte PartG mbB 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 Kierdorf Ritschel Patentanwälte PartG mbB in the legal interest of the client. Kierdorf Ritschel Patentanwälte PartG mbB shall, at a reasonable charge, apply, where possible, for an extension of time, unless circumstances indicate otherwise. If orders or instructions reach Kierdorf Ritschel Patentanwälte PartG mbB too late, Kierdorf Ritschel Patentanwälte PartG mbB is relieved of all liability for not having dealt with the case.

6. Kierdorf Ritschel Patentanwälte PartG mbB is entitled to engage a third party for carrying out the order or part thereof under the same secrecy requirements as apply to Kierdorf Ritschel Patentanwälte PartG mbB. Kierdorf Ritschel Patentanwälte PartG mbB shall choose such third party with all due care. Kierdorf Ritschel Patentanwälte PartG mbB 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.

7. If the Client wishes to claim that a service carried out by Kierdorf Ritschel Patentanwälte PartG mbB is incorrect or has caused damage to him, he shall inform Kierdorf Ritschel Patentanwälte PartG mbB 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. An Attorney of Kierdorf Ritschel Patentanwälte PartG mbB who by negligence makes the Client suffer an economic loss shall compensate for such a proved loss by a maximum amount corresponding to EUR 10,000,000 (ten Million Euro). Each Attorney of Kierdorf Ritschel Patentanwälte PartG mbB has a liability insurance amounting to EUR 10,000,000. If the Client wishes higher insurance coverage, he shall bear the costs therefore.

8. Kierdorf Ritschel Patentanwälte PartG mbB shall have the right to resign from the case if it has changed or been extended materially in respect of its contents or scope. Kierdorf Ritschel Patentanwälte PartG mbB 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 Kierdorf Ritschel Patentanwälte PartG mbB should act in a way which is not in compliance with the guidelines of the profession. Kierdorf Ritschel Patentanwälte PartG mbB then is under no obligation to forward communications and may still receive 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 Kierdorf Ritschel Patentanwälte PartG mbB's records.

9. Kierdorf Ritschel Patentanwälte PartG mbB'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. Kierdorf Ritschel Patentanwälte PartG mbB 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 Kierdorf Ritschel Patentanwälte PartG mbB 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 Kierdorf Ritschel Patentanwälte PartG mbB 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, Kierdorf Ritschel Patentanwälte PartG mbB may conclude that the Client wishes to waive his right.

10. All communications shall be sent to the address as last stated by the Client. The Client shall keep Kierdorf Ritschel Patentanwälte PartG mbB informed of his address. If Kierdorf Ritschel Patentanwälte PartG mbB is unable to reach the Client because he has not been properly informed of the Client's address, Kierdorf Ritschel Patentanwälte PartG mbB is no longer under any obligation to act in the case. Kierdorf Ritschel Patentanwälte PartG mbB is not responsible for a case which has lapsed in consequence thereof. In the event of suspension of payment or payment refusal on the part of the Client, Kierdorf Ritschel Patentanwälte PartG mbB may resign from the case.

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

12. The Inadmissibility or Impossibility of one or several of the regulations does not affect the validity of the other regulations. In this case each party can ask for a regulation, which comes close to the economic purpose of the inadmissible or impossible regulation.

13. Any dispute arising between the Client and Kierdorf Ritschel Patentanwälte PartG mbB shall be settled before the regional court of Düsseldorf, Germany. German substantive law is applied to these General Conditions.