

General business conditions (AGB)

General mandate conditions

1. Area of validity

The mandate conditions apply to all present and future contracts between Patentanwälte Schuster, Müller & Partner mbB (registered office Stuttgart, Partnership register at Stuttgart district court PR 21) and their clients which have legal advice and/or representation as their subject (mandate) unless expressly agreed otherwise in writing or legally compulsorily prescribed. Mandates are fundamentally granted to Patentanwälte Schuster, Müller & Partner mbB and not individual persons and/or persons working for Patentanwälte Schuster, Müller & Partner mbB.

2. Scope and execution of the mandate

- a) The subject matter of the mandate is the agreed service, not a specific legal or economic success. The mandate shall be executed according to the basic principles of correct professional practice whilst continuously developing and taking into account current legal developments.
- b) Unless expressly agreed otherwise in writing, the mandate shall be executed taking into account German law including the Law of the European Union valid in Germany.
- c) Patentanwälte Schuster, Müller & Partner mbB are authorized to use knowledgeable colleagues and competent third parties, in particular freelance colleagues for execution of the mandate provided these are obliged to professional confidentiality.

3. Remuneration, advance and due date

- a) The rates, disbursements and fees (remuneration) are determined in accordance with:
 - the remuneration agreements made in writing or
 - according to the scale of fees of Patentanwälte Schuster, Müller & Partner mbB which are part of these general mandate conditions or
 - alternatively - if not agreed otherwise - according to the respectively relevant legal fee provisions of the attorney remuneration law (RVG) which also applies accordingly for the remuneration of patent attorneys in dispute proceedings.
- b) Patentanwälte Schuster, Müller & Partner mbB are authorized, when granting the mandate for the remuneration prospectively incurred to invoice an appropriate advance and make the starting and/or continuation of the work dependent on its prompt payment.
- c) The remuneration is immediately due in each case after receipt of the invoice by the client; after 30 days interest is charged for late payment. Any offsetting of the client against demands of Patentanwälte Schuster, Müller & Partner mbB is only admissible if the demand of the client is undisputed or legally valid.

4. Liability and limitation of liability

- a) The basic principles of liability are determined by the regulations of the partnership company law and the mandate conditions. Only the company assets are liable for obligations of Patentanwälte Schuster, Müller & Partner mbB arising from damages as a result of incorrect professional execution. The liability of Patentanwälte Schuster, Müller & Partner mbB in this respect for cases of ordinary negligence is restricted to EUR 10,000,000 (in words: ten million) for each individual mandate. The limitation of liability does not apply to damages culpably caused from injury to life, the body or the health of a person. However the limitation of liability covers all damage on account of incorrect professional execution irrespective of whether damage has occurred in one or more years.
- b) Patentanwälte Schuster, Müller & Partner mbB maintains a liability insurance for which the sum insured significantly exceeds the legal minimum insured sum. If expressly requested by the client, it is possible to arrange insurance in an amount desired by the client for the individual case and raise the limit of liability to this level if agreement has been reached in advance between Patentanwälte Schuster, Müller & Partner mbB and the client with a view to the costs incurred.
- c) A claim for compensatory damages can only be made against Patentanwälte Schuster, Müller & Partner mbB within an exclusion term of one year after the client has become aware of the damage and the event substantiating the claim but at the latest within five years after the event substantiating the claim unless the missing of the deadline is through no fault of one's own. The claim expires if action is not filed within a term of six months after the written refusal of the compensation and the client has been informed of this consequence. The right to file the plea of statute of limitations remains unaffected.

5. Applicable law, place of fulfilment and court of jurisdiction

- a) Exclusively German law with the exclusion of German international private law applies to the mandate relationship.
- b) The place of fulfilment for all services relating to the mandate relationship and exclusive local and international court of jurisdiction for all legal disputes arising from the mandate relationship is Stuttgart.

6. Other provisions

- a) If individual provisions of these mandate conditions are or should become ineffective, the effectiveness of the remaining provisions is not affected. The ineffective provision should be replaced by a valid one which comes as close as possible to the desired aim.
- b) Amendments or additions to these conditions must be made in writing and must be expressly identified as such. This also applies to the cancelling of the written form.

Data protection declaration

We inform you that data which you have sent as part of the mandate relationship will be processed and stored using an EDP system. Personal data and other data, information and images received as part of the business relationship will be treated in confidence. Your personal data will only be passed to third parties if this is necessary for transacting the mandate relationship.

Here we observe the specifications of the German data protection law. The scope of data transmission is restricted to the minimum amount required for the respective mandate relationship.

You agree to the processing and gathering of your personal data.

Gathering of personal data

We only gather personal data if we require this for the processing and furnishing of contractual services.