



General Terms and Conditions

of Grober IP Services GmbH

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These General Terms and Conditions (GTC) shall apply to all contracts, services and deliveries provided by Grober IP Services GmbH (hereinafter referred to as the "Contractor") to its clients. Deviating conditions of the client shall only form part of the contract if expressly acknowledged in writing by the Contractor.

§ 1 Scope of Application

1.1 These GTC shall apply to all advisory, support and other services in the field of industrial property protection, in particular trademark, design and patent law.

1.2 They shall be deemed agreed as soon as the client places the order or accepts a service from the Contractor.

1.3 Deviating, conflicting or supplementary terms and conditions of the client shall not form part of the contract unless their validity has been expressly agreed in writing.

§ 2 Subject Matter of the Contract and Order Placement

2.1 The nature and scope of the agreed services shall be determined by the contract concluded between the parties, any power of attorney and these GTC.

2.2 Changes and additions to the order require written confirmation by the Contractor in order to become part of the contractual relationship.

2.3 Oral collateral agreements, assurances or guarantees by employees of the Contractor shall only be effective if confirmed in writing by a statutory representative or authorised signatory of the Contractor.

§ 3 Exclusion of Guarantee of Success and Limitation of Liability

3.1 The Contractor provides its services with the diligence expected of a specialist in the field of industrial property protection (Section 1299 ABGB). However, it is expressly agreed that the Contractor does not assume any ****guarantee of success**** for its activities. In particular, no assurance can be given that:

- Patent applications, trademark applications or design applications will be granted or registered
- Registered industrial property rights will withstand judicial or administrative challenges
- Search results are complete or cover all relevant prior art documents



- Third parties will not assert industrial property rights that impair the client's activities

3.2 The Contractor's services are based on data from database providers, patent and trademark offices and publicly accessible sources. The Contractor accepts ****no liability for damages**** arising from incorrect, incomplete or untimely published data.

3.3 In its searches and analyses, the Contractor only takes into account data published and accessible by the competent authorities. Patent applications cannot be taken into account prior to their publication (as a rule 18 months from the filing date).

3.4 The client acknowledges that the granting or maintenance of industrial property rights depends on numerous unpredictable factors (e.g. examination practice of the authorities, third-party objections, changes in case law) which are outside the Contractor's sphere of influence.

§ 4 Performance of Services and Client's Obligations to Cooperate

4.1 The Contractor shall provide the agreed services with the diligence and professional competence specified in the respective contract.

4.2 The client shall provide all information, documents, powers of attorney and approvals required for the performance of the services in good time and in full. Delays arising from late or incomplete information provided by the client shall be borne by the client. The Contractor shall not be liable for failure to meet deadlines resulting from omitted or delayed cooperation by the client.

4.3 The client shall nominate a permanent contact person for the processing of the order and ensure that this person is available for enquiries.

§ 5 Remuneration and Payment Terms

5.1 The remuneration for the services shall be governed by the fee agreed in the respective contract (flat fee, hourly rate or other arrangement).

5.2 Invoices shall be paid within 14 calendar days of the invoice date without deduction. After expiry of this period, the client shall automatically be in default.

5.3 In the event of late payment, statutory default interest at the rate of 8 percentage points above the base rate p.a. shall apply (Section 456 UGB). The Contractor shall additionally be entitled to claim reminder and collection costs.

5.4 The client may only set off or assert a right of retention where the counterclaims have been finally adjudicated, have been expressly acknowledged in writing by the Contractor or are undisputed.

§ 6 Expenses and Third-Party Costs

6.1 Official fees, registry and court costs, translations, courier and notarial costs as well as other third-party and cash expenses are not included in the agreed remuneration, unless expressly agreed otherwise.



6.2 The Contractor shall charge these costs to the client as they arise. A flat-rate expense surcharge of 5 % of the third-party costs shall be charged for processing.

6.3 Travel on behalf of the client shall only take place after prior consultation. Travel costs (kilometre allowance, rail/air fares, accommodation) shall be charged at actual cost. Travel time shall be compensated at a reduced hourly rate of EUR 100.00 (net).

6.4 The Contractor shall be entitled to demand reasonable advance payments for anticipated expenses.

§ 7 Warranty

7.1 Warranty claims may only be asserted following written notice of defects submitted within 14 days of delivery of the service.

7.2 Claims for rescission and reduction of price are excluded. Claims for improvement or supplementary performance shall be fulfilled by the Contractor within a reasonable period (as a rule within one third of the period agreed for the original service). A claim for damages due to delay may not be asserted during this period.

7.3 If the client notifies defects in agreed deadlines or dates attributable to the Contractor's conduct, the Contractor shall have the right to render the service within a reasonable extension. If this is not done, the client shall be entitled to the statutory rights.

§ 8 Liability

8.1 The Contractor shall be liable for its own fault within the limits of the statutory provisions. Liability for remote damage (in particular loss of profit, indirect and consequential damage) is excluded insofar as legally permissible.

8.2 Liability for intent, gross negligence and personal injury shall remain unlimited.

8.3 Liability for slight negligence is limited as follows. The decisive factor is the respective order value or, in the case of ongoing support contracts with a monthly flat fee, the annual flat fee projected over a period of 12 months:

- For an order value up to EUR 50,000.00: maximum EUR 15,000.00
- For an order value up to EUR 100,000.00: maximum EUR 25,000.00
- For an order value up to EUR 200,000.00: maximum EUR 40,000.00
- For an order value exceeding EUR 200,000.00: 20 % of the order value, but not exceeding EUR 100,000.00

8.4 Intentional and grossly negligent conduct is limited to ten times the respective order value, but not less than EUR 50,000.00.



§ 9 Subcontractors and Correspondents

9.1 The Contractor shall be entitled to engage suitable subcontractors, correspondent lawyers and other specialists (in particular abroad) for the proper performance of the order.

9.2 Third-party costs (e.g. foreign lawyers' fees, translation costs, patent and trademark office fees) shall be charged to the client upon submission of individual evidence plus the flat-rate expense surcharge pursuant to Section 6.

9.3 Responsibility for the proper performance of the services shall in any event remain with the Contractor.

§ 10 Confidentiality and Data Protection

10.1 Both parties undertake to treat as strictly confidential all non-public information which becomes accessible in the course of performance of the order. This shall also apply after termination of the contract.

10.2 Personal data shall be processed exclusively for the stated purpose and in accordance with applicable data protection provisions (in particular GDPR). If required, a separate data processing agreement pursuant to Article 28 GDPR shall be concluded.

10.3 The Contractor implements appropriate technical and organisational measures to protect data and documents (e.g. access control, encryption, virus protection). Liability for damage arising from unauthorised access by third parties (hacker attacks, data leaks) shall only exist in the event of gross negligence on the part of the Contractor.

§ 11 Rights and Use

11.1 Work results of the Contractor (reports, opinions, searches, strategy papers) may be used by the client exclusively for its own purposes.

11.2 Transfer to third parties, publication, reproduction or any other use requires the prior written consent of the Contractor, unless statutory or official obligations preclude this.

11.3 Copyright and other intellectual property rights in the work results shall remain with the Contractor. The client is granted a non-exclusive, non-transferable right of use for the agreed contractual term and the agreed purpose of use.

§ 12 Conflicts of Interest

12.1 The Contractor shall inform the client immediately as soon as a potential conflict of interest becomes apparent (e.g. simultaneous advice to economically competing companies in the same technology sector).

12.2 The Contractor shall propose appropriate measures to the client to avoid or resolve the conflict (e.g. internal information barriers, withdrawal from the conflicting engagement).



12.3 If no mutually agreed solution is reached, either party shall be entitled to terminate the order for cause with immediate effect.

§ 13 Termination of Contract

13.1 Contracts with ongoing support may be terminated by either party with a notice period of three months to the end of the month, unless a different period has been agreed in the individual case.

13.2 The right to terminate for cause in accordance with statutory provisions shall remain unaffected.

13.3 Upon termination of the contractual relationship, services rendered up to the date of termination and expenses incurred shall be settled. Minimum flat fees shall remain due until the termination takes effect.

§ 14 Final Provisions

14.1 Amendments and supplements to these GTC and the underlying contract require written form. This shall also apply to any waiver of the written form requirement.

14.2 Should individual provisions of these GTC or of the contract be or become wholly or partially invalid, this shall not affect the validity of the remaining provisions. In place of the invalid provision, a valid provision shall apply which comes as close as possible to the economic purpose of the original provision.

14.3 The law of the Republic of Austria shall apply, excluding conflict-of-law rules and the UN Convention on Contracts for the International Sale of Goods (CISG).

14.4 The court of jurisdiction for all disputes arising out of or in connection with this agreement shall be the Regional Court Leoben, insofar as mandatory law does not provide otherwise.