

General Terms and Conditions

All relations between Direct Validation (DV) and you as a customer and including the use of this website are subject to the General Terms and Conditions. By approving to the General Terms and Conditions you enter into a contract with DV providing that DV has accepted the order.

Direct Validation offers services related to the validation of European Patents through its web platform with the same name.

Direct Validation undertakes to:

- Fulfill all the steps connected with answering EPO's *Intention to Grant – 71(3)* (translation, submission and the administration of fee payments) requested by you.
- Fulfill all the validation steps (translation, submission and the administration of fee payments) in any contracting (and/or associated) state(s) designated in the European Patent(s) and requested by you.
- For orders placed via DV's web portal:
 - email an acknowledgement of receipt
 - email an acceptance of the order and to prepare the necessary forms and Powers of Attorney.
- Use the services of qualified staff and partners.
- Enter into an agreement with you only when DV has sent its written acceptance to you.

As a customer and user, you undertake to:

- Give all instruction to DV in writing or through DV's web interface.
- Provide DV with all the necessary information needed for the instructions to be carried out correctly.
- Answer all questions sent by DV, including those asked by the translators of DV, within the deadline specified in the accompanying message.
- Return the signed forms (Power of Attorney forms, forms for the national PTOs, etc.) to DV within the deadline prescribed in the accompanying message. Late filing of the forms may result in additional fees or in loss of rights.
- Agree to provide accurate and complete information when you establish an account with DV.
- Inform DV of any change of address and/or of status. DV may not be held responsible for any loss of rights if it has not been kept properly informed about changes which have occurred.
- Check that your validation order only concerns states where it is possible to validate.
- Accept DV's [Late Order Policy](#) and [Cancellation policy](#) (found at FAQ) which form an integral part of these General Terms and Conditions.
- Accept that DV will use the name of the signee of the returned forms and/or the patent holder and/or the European Patent Attorney, for signing submissions of electronic submission tools used by the national Patent Offices.
- Be responsible for your use of the services and for any consequences thereof.
- Be responsible for any translation you send to DV.

- Agree that DV may store and use the data you provide for use in maintaining and invoicing you. For more details, see our Data Protection Policy found at our website.

The invoice

Unless agreed otherwise, DV's invoices have to be paid:

- within 30 days from the invoice date for work in conjunction with replies to the Intention to Grant,
 - within 45 days from the invoice date for EP validation, or
 - at the last day of the time period for the above mentioned processes if it occurs before 30/45 days,
- by bank transfer to the bank account stated on the invoice.

If both translations of the patent claims under Rule 71(3) and validations are ordered, a separate invoice will be issued for the first.

In case of a delayed payment, an interest of the Swedish reference interest + 8% per year will be invoiced together with a compensation for recovery costs (EU directive 2011/7/EU) and (for Sweden) a reminder fee.

In case of no or partial payment within a month of the date a reminder was sent, DV will

- invoice a penalty of 10% of the unpaid invoice(s) plus its possible currency fluctuations losses,
- be entitled to cancel immediately all pending orders and invoice the work that has already been performed.

Unless specified explicitly otherwise, any order for the services commits you whether you are the beneficiary of the service, the representative or the intermediary. If the debit note is established in the name of a third party at your request, you are in any case responsible for the payment and, if the case arises, shall jointly pay with the third party.

Any objection regarding debit notes shall be considered only if this objection is received by registered mail within fourteen days, at the latest, following the date of the debit note.

Annuities

DV is only responsible for administration of annuity payments and forwarding annuity reminders if so explicitly agreed with you. DV will continue to administer the annuity payments and forward annuity reminders until receiving written instructions from you to stop.

Default by you, bankruptcy and insolvency

Without affecting the above mentioned, in the event that you have not respected your commitments and obligations, the contract can be terminated by DV eight days after appropriate notice, and without affecting the DV's right to claim compensation.

In every case where there is a change in yours situation, such as death, bankruptcy, dissolution or modification to your business, or in any other circumstances which could allow one to anticipate your insolvency, DV has the right to require immediate payment of the entire outstanding amount of all invoices, regardless of their settlement date, or to require an undertaking that you will fulfill your obligations under terms of payment approved by DV, and/or to suspend or cancel the execution of the contract with immediate effect.

Responsibilities / Force majeure

Unless stated otherwise, DV acts neither as attorneys nor as legal consultants.

Except in the case of fraud imputable to DV, the responsibility for possible damages suffered by you in particular in the event of loss of an Industrial Property Right, for which DV could be directly or indirectly involved, will not exceed the figure of SEK 5.000.000, even in the event of serious fault by DV.

DV shall not be liable for any claims for non-fulfillment should actual performance of the Services or any parts be delayed in consequence of unforeseen events such as strikes, unforeseen breakdown of computer systems (save where caused by improper maintenance or operation by untrained personnel), suspension of electricity or other relevant power supply, riots, war, robbery, civil commotion, adverse non foreseeable weather conditions, disaster caused by fire and/or water, or action of government.

DV's website may contain links to third-party websites or resources. You acknowledge and agree that we are not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by DV of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

All information contained within this website is provided for general information purposes only and on the understanding that none of the content herein constitutes legal or other professional advice. The application and impact of laws can vary widely depending on the specific facts involved.

DV has made every attempt to ensure that all information contained within this website has been obtained from reliable sources, but all such information is provided "as is", with no guarantee of completeness or accuracy. DV provides no warranty of any kind, express or implied, as regards the information herein, and disclaims all liability and responsibility for any loss that may arise from reliance on information contained within this website. In the case of a specific problem or query, professional advice should be sought.

Applicable law and jurisdictions

Any claim based on DV's services will be governed by the Swedish law only.

Any disputes between the DV and you arising from the performance of the provisions of these General Terms and Conditions should be settled through friendly consultation by the parties. All disputes arising in respect of these Terms of Service which are not resolved within ninety (90) days of first arising will be finally settled in a Swedish court.

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