



General Terms and Conditions (Version 1st April 2023)

1. Sybaris IP is a sole proprietorship (eenmanszaak) pursuant to Dutch Law and registered at the trade register of The Hague Chamber of Commerce under the number 89626362.
2. These general terms and conditions apply to all assignments accepted by Sybaris IP, including follow-up assignments. The applicability of any and all general terms and conditions of the client is hereby specifically and explicitly excluded.
3. Sybaris IP is not liable for any damages caused by advice and/or documents provided to the client if they are used for any other purposes than that for which they were originally prepared.
4. Sybaris IP is only liable for damages which are the direct result of an attributable breach by Sybaris IP to perform its obligations under an assignment accepted by Sybaris IP. The total aggregate liability of Sybaris IP and its owner on any and all grounds, is limited to the total amount that the client has paid for the specific contracted assignment to which the claim relates. In no event Sybaris IP shall be liable of any indirect or consequential damages.
5. While Sybaris IP will at all times exercise due care when engaging third parties. Sybaris IP is not liable for damages resulting from any acts and/or omissions of third parties.
6. Copyright and other intellectual property rights in all the work product generated in the course of the assignment belong to Sybaris IP. However, the client has the right to use such work product for the specific purposes for which they are provided by Sybaris IP.
7. Sybaris IP and client shall keep confidential the information that is marked confidential and Trade Secret made available for performing the assignment. The confidentiality obligation regarding the information that is marked confidential shall continue for a period of 3 (three) years after the completion expiry of the assignment, unless agreed otherwise. The confidentiality obligation concerning Trade Secrets shall apply in full and it is not limited in time.
8. Sybaris IP may reveal to third parties the fact that the client is one of the clients of Sybaris IP and the general nature of the services provided to the client for references purposes.
9. The client indemnifies Sybaris IP against and holds Sybaris IP harmless for (i) any and all claims of third parties which in any way relate to and/or arise from work performed on behalf of the client, and (ii) any and all costs resulting from such claims, including but not limited to reasonable costs for legal assistance.
10. Sybaris IP will invoice the client on a monthly basis for the work it performed unless agreed otherwise. The payment term of such an invoice shall be 14 (fourteen) calendar days, to be calculated from the date of the invoice. If timely payment is not made, Sybaris IP will be entitled (i) to charge statutory commercial interest rate on the outstanding amount, and (ii) to suspend any work for the client without being obliged to pay any possible damages resulting from such suspension.



11. Sybaris IP shall be entitled to destroy files after 3 (three) years of completion of the assignment without being obliged to notify the relevant client thereof.
12. All notices, requests, demands and other communications between Sybaris IP and client shall be deemed to have been fully given when delivered in person, sent by courier mail, registered mail or email at address of the client indicated or, as the case may be.
13. Sybaris shall not be liable for any omission or any delay in performance of the assignment if the omission or the delay is due to force majeure. Force majeure includes circumstances beyond Sybaris IP's control, including but not limited to, the following situations: (i) absence of employee(s) due to sickness that the performance of the assignment is severely hindered (ii) force majeure by third parties which are engaged by Sybaris IP (iii) technical failures (v) operational failures, traffic- and or transport disruptions (vii) epidemic and pandemic (viii) extreme weather conditions and (ix) fire.
14. If client fails to provide necessary information to Sybaris IP, after a demand to perform within a reasonable term, is still in default, Sybaris IP is then no longer obliged to perform its (remaining) obligations under the assignment and may terminate the assignment in writing such without affecting client's obligation to pay in full for the contracted assignment.
15. These general terms and conditions have been drawn up in English.
16. The legal relationship between the client and Sybaris IP is exclusively governed by Dutch law. Disputes arising from the legal relationship between the client and Sybaris IP shall only be submitted to the competent Dutch court.