

# **GENERAL TERMS AND CONDITIONS OF PATENT SERVICES**

Valid as from 20 October 2007

## **1. Scope**

The provisions of the General Terms and Conditions shall apply to the performance and making use of the services of

- Novelty search,
- Novelty search with preliminary patentability report,
- Preliminary patentability report,
- Validity search, and
- Freedom to operate (FTO) search,

as well as, in connection therewith, for the Hungarian Intellectual Property Office (hereinafter referred to as the “Office”), for the customer and for third parties in contractual relationship with the customer. The information published on the website of the Office concerning the product description and conditions of the performance of services (in particular the deadline and the delivery), shall be deemed as an integral part of the General Terms and Conditions. Any deviation from the provisions of the General Terms and Conditions requires a written form.

## **2. Entering into contract**

The contract of making use of the services “Novelty search” and “Novelty search with preliminary patentability report” can be established by filling out of the order introduced by the Office for this purpose, and by the receipt of the duly filled and signed order by the Office. In case of the services “Preliminary patentability report”, “Validity search” and “Freedom to operate (FTO) search” the Office shall prepare a price proposal (contract proposal) based on the order filled out by the customer. The contract of making use of these services shall be established following the acceptance of the price proposal (contract proposal) by the customer, and by the receipt of the respective declaration of acceptance by the Office. The order and the declaration of acceptance of the price proposal (contract proposal) shall be sent to the Office by post or by facsimile, and, in addition to these, the order even by e-mail as an attached file. The orders filled out incompletely shall not be deemed as declarations which would be capable of establishing a contract or an obligation to prepare a price proposal. Making use of the services with content or under conditions deviating from the provisions of the present General Terms and Conditions requires a separate written agreement.

## **3. Provision of services by the Office**

While performing the contract, the Office shall act independently, according to the written instructions of the customer and in his interest, to the best of its knowledge and with reasonable diligence. The Office does not take the responsibility of the completeness and truth of the data, and eventual conclusions contained in the search report. The Office does not, in particular, assume liability where the creator of the database or the database-provider excludes or restricts its liability in whatever way. The Office does not take any action to verify whether

such databases or other sources of information are true, complete and accurate, it regards them as corresponding to the facts. The limitation of the Office's liability shall also be valid with regard to all contracting parties of the customer and to any third party who make use of these data. The limitation of the Office's liability shall not apply in the case of wilful misconduct or gross negligence by the Office.

The Office declares that the fact of making use of the services or the result thereof shall not influence the application and any other proceedings conducted under industrial property laws, and are not suitable to redeem or substitute any official act prescribed by law.

#### **4. Service fee**

In consideration for the services specified in Section 1, the Office shall be entitled to a service fee established in the prevailing product description of the services or in the price proposal prepared according to Section 2 and accepted by the customer. The Office shall issue an invoice for the customer on the service fee. The customer shall pay the service fee until the last day of the settlement deadline of the services to the account No. 10032000-01731842-00000000 of the Office held at the Hungarian State Treasury

- a) in cash or by bank card through the POS terminal at the cash desk of the Office,
- b) by bank transfer, or
- c) by postal cash-transfer order.

#### **5. Performance**

The Office shall commence the carrying out of the services after the receipt of the order or after the establishment of the contract, respectively. Notwithstanding the foregoing, the Office shall be entitled to deliver search report to the customer following the proper certification of the settlement of the service fee (in particular by presenting or sending to copy of the transfer order to the Office). The Office delivers the search report to the customer by post, by facsimile or by e-mail as an attached file according to the choice of the customer, or it can be taken over personally at the headquarters of the Office.

#### **6. Confidentiality**

The Office declares that all information and personal data obtained during the term of the contract related to the customer, its clients, employees or other contractual partners shall be treated confidentially and deemed as business secret, further, the Office does not disclose such information or data to any third parties without the prior written consent of the customer. This obligation of confidentiality especially applies for all technical and other information delivered to the Office in support to the performance of the contract and not available to the public, which shall be treated strictly confidential by the Office and can be used exclusively for the purpose of performing the contract. The customer acknowledges that the obligation of confidentiality shall not apply for the fact of the establishment of the contract and for the confidential information to the extent stated by legal regulations. The obligation of confidentiality pursuant to this present point shall remain valid even after the termination of the contract.

## **7. Applicable law and jurisdiction**

The Hungarian law shall apply to the contract on the performance of these services. In order to solve their disputes arising in connection with the contract, the contracting parties stipulate the exclusive jurisdiction of the Court of Central Districts of Pest (“*Pesti Központi Kerületi Bíróság*”) and of the Metropolitan Court of Budapest (“*Fővárosi Törvényszék*”) respectively, subject to their competence.