

**GENERAL TERMS AND CONDITIONS OF
GLOBAL PATENT SEARCH SERVICES OF THE
VISEGRAD PATENT INSTITUTE**

Valid as from 1 October 2023

1. Scope of the General Terms and Conditions

The provisions of the General Terms and Conditions of the Global Patent Search Services shall be applied to the performance and use of the following services of the Visegrad Patent Institute:

- Novelty Search,
- Novelty Search with Preliminary Patentability Report,

(hereinafter together referred to as “Services”).

The provisions of the General Terms and Conditions shall be applied to

- the Visegrad Patent Institute as Service Provider (hereinafter referred to as “Service Provider”),
and
- the customer and (if applicable) its authorised representative who placed an order for the Services and third parties in contractual relationship with the customer (hereinafter referred to as “Customer”), together

as the contracting parties of the Services (hereinafter referred to as “Parties”) as follows:

The information published on the website of the Service Provider concerning the product description and conditions of the performance of the Services shall be deemed as an integral part of the General Terms and Conditions.

The Service Provider fulfils its obligations via its Branch Offices and Secretariat.

The language of the Services is English. The order form and all documents shall be provided in English, unless otherwise agreed between the Parties. Reports will be established by the Service Provider in English.

Any deviation from the provisions of the General Terms and Conditions can only take place based on a written agreement between the Parties.

2. Entering into contract

The Customer enters into contract with the Service Provider by directly sending the duly filled and signed order either by mail or email to the selected Branch Office of the Service Provider.

The mailing information of the Branch Offices is as follows:

Hungarian Intellectual Property Office
mail to: H-1081 Budapest, II. János Pál pápa tér 7., Hungary
email to: vpi.services@hipo.gov.hu

It is at the discretion of the Customer to decide which Branch Office to choose. However, once the order has been placed, no change of Branch Office is possible.

Placing an order entails payment obligation that shall be completed to the bank account of the Service Provider. Account information:

Account holder: Visegrad Patent Institute

Name and address of bank: Raiffeisen Bank Zrt., H-1133 Budapest, Váci út 116-118., Hungary

IBAN: HU66-12012204-01799099-00200000

SWIFT Code: UBRTHUHB

Order forms that are incomplete with either Customer information missing or containing insufficient information that does not make it possible for the Service Provider to carry out the service and shall not be deemed as declarations to establish a contract for the Global Patent Search Service.

Upon the receipt of an order form that does not include the sufficient data or information to carry out a meaningful search, the selected Branch Office of the Service Provider shall contact the Customer to clarify the missing or incomplete information.

The order can only be accepted when all necessary information has been provided and the payment has arrived to the Service Provider.

The acceptance of the order is confirmed by the Service Provider no later than two working days after both the necessary information is available and the payment has arrived. The date of the order confirmation is considered to be the date of signing the contract for the Service. No other separate contract is to be signed.

3. Fees

The fees of the Services are as follows:

In case of Novelty Search: 800 EUR.

In case of Novelty Search with Preliminary Patentability Report: 950 EUR.

The fees are to be paid to the bank account of Service Provider indicated in point 2 in EUR not later than 2 working days after submitting the order form to the selected Branch Office of the Service Provider.

The Secretariat of the Service Provider shall send a payment reminder in case an order form is submitted and no payment is received within 5 working days of receiving the order form.

4. Service provision and delivery

The Branch Office of the Service Provider dedicates a contact person for the Customer with whom all communication is to be carried out in relation to the Service. The contact information of the contact person is included in the order confirmation.

The Service Provider shall commence carrying out the Service upon the order confirmation. The deadline to deliver the Service is 4 calendar weeks from the date of the order confirmation. During this time, the contact person may request clarification from the Customer in order to carry out the Service. However,

the scope of the search cannot be changed or extended after the order is confirmed.

The Service is performed in databases of patent and non-patent literature covering the PCT Minimum Documentation. The completed Service results in the following output.

- The Novelty Search Service results in a Novelty Search Report (NSR) that includes a brief summary of the cited documents with their relation to the invention shown by means of relevant applied international category codes, i.e. X, Y and A, as well as patent documents and other prior art data that appear to be relevant to the novelty and inventive step of the invention presented and disclosed.
- Novelty Search with Preliminary Patentability Report Service results in Novelty Search with Preliminary Patentability Report (NSPPR) that contains a brief summary of the cited documents with their relation to the invention shown by means of relevant applied international category codes (i.e. X, Y and A), as well as a detailed explanatory opinion on whether the invention meets the requirements of patentability in terms of novelty, inventive step and industrial applicability. Patent documents and other prior art data that appear to be relevant to the novelty and inventive step of the invention presented are also disclosed.

The completed report is delivered to Customer by the selected Branch Office by means indicated on the order form by the Customer (mail or email). The method of delivering the report to Customer may be changed by a request mailed/e-mailed to the selected Branch Office two weeks prior to the deadline the latest. Receipt of such request is confirmed by the selected Branch Office of the Service Provider.

Service Provider takes no responsibility for delivery issues that come from insufficient communication between the selected Branch Office of the Service Provider and Customer.

5. Liabilities

By signing the order form and placing the order for the Service, the Customer declares that he/she is authorised to place the order for the requested Service. The Service Provider shall under no circumstances be held responsible for any misconduct on behalf of the Customer in respect of requesting the Service.

While performing the contract, the selected Branch Office of the Service Provider shall act on behalf of the Service Provider independently, according to the written instructions of the Customer and in his/her interest, to the best of its knowledge and with reasonable diligence. The Service Provider takes no responsibility for the completeness, validity and accuracy of the data, and eventual conclusions contained in the established report.

The Service Provider does not, in particular, assume liability where the creator of the database or the database-provider excludes or restricts its liability in any form or way. The Service Provider 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 liability of the Service Provider 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 liability of the Service Provider shall not apply in the case of wilful misconduct or gross negligence. In any such case, the Service Provider shall take liability.

The Service Provider declares that the fact of making use of the Services or the result thereof shall not influence applications and any other proceedings conducted under industrial property laws and international treaties, and are not suitable to redeem or substitute any official act prescribed by them.

6. Confidentiality

The Service Provider declares that all information and personal data obtained either by its Branch Office or Secretariat related to the Customer, its clients, employees or other contractual partners during the term of the contract shall be treated strictly confidential and deemed as business secret. Service Provider (its Branch Offices and Secretariat) do not disclose any such information or data to any third parties in any case. This obligation of confidentiality especially applies for all technical and other information delivered to Service Provider in support to the performance of the contract and not available to the public. All such information shall be treated strictly confidential by the Service Provider and can be used exclusively for the purpose of performing the contract.

Using of the services of Service Provider is not considered making the information public in any way, therefore has no effect on a potential future patent application in this respect.

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 for an indefinite period of time.

7. Applicable law and jurisdiction

The national law of the Branch Office of the Service Provider selected by the Customer shall apply to the contract on the performance of these Services.

In order to solve their disputes arising in connection with the contract, the Parties acknowledge the jurisdiction of the competent national courts.