**General Terms and Conditions**

**of the Patent Information Center in Dresden (PIZ Dresden)**

1.

These General Terms and Conditions apply to all orders placed with PIZ Dresden by companies according to § 14 BGB (German Civil Code). Other terms and conditions do not become part of contracts concluded with PIZ Dresden.

2.

Requests are only valid if submitted in writing by the client and confirmed in writing by the PIZ. Requests submitted verbally or by telephone must be confirmed in writing.

3.

The list of prices valid at the time of the request submission shall apply to all services provided by the PIZ. All prices are subject to the applicable value-added tax.

4.

All PIZ invoices must be paid within 14 days of the invoice date. If the client is in default of payment, existing requests from the client may be put on hold and new requests may be refused.

5.

The PIZ shall not be liable for delays or additional costs incurred if the client subsequently changes or specifies the research request or the documents required.

6.

The PIZ is not liable for the completeness, accuracy and timeliness of the research data.

7.

PIZ Dresden does not provide legal services within the meaning of the German Legal Services Act (RDG). Information derived from searches does not constitute a legal evaluation. The legal evaluation of the search results is the sole responsibility of the client. This applies in particular if the client request PIZ Dresden to conduct searches for interfering, infringed or infringing copyright laws, also known as Freedom to Operate (FTO) analysis.

8.

(a)

Profile services refer to the agreed term and are automatically extended by the agreed period unless written notice of termination is received by the PIZ at least four weeks before the end of the agreed term.

(b)

The prices for periodical profile runs take into account the adaptation to current formal changes in the database structures.

9.

Withdrawal, termination, amendment and cancellation of requests by the client must be submitted to the PIZ in writing. Any costs already incurred shall be borne by the client.

10.

The preparation of cost calculations for commissioned searches is generally subject to a fee. This does not apply to quotes for services that have an all-inclusive price.

11.

If the client is not satisfied with the information provided in the search results, a complaint can only be based on a search profile that PIZ Dresden has created incorrectly based on the client's own information. The burden of proof lies with the client. A report of deficiencies is effective within two months after the delivery of the search results. In the event of a deficiency, PIZ Dresden will re-create the search with a corrected search profile at its own expense.

12.

The PIZ is not liable for the accuracy of the information obtained from the various databases. The PIZ shall only be liable for any direct or indirect damage to the detriment of the client as a result of intentional or grossly negligent behavior. In the event of simple negligence, the PIZ shall only be liable for damage or for injury to life, limb or health.

13.

The client shall indemnify the PIZ against all claims by third parties if the rights of third parties are infringed upon by unlawful actions of the client or errors in the content of the information provided by the client when using the services. This applies in particular to copyright, data protection and competition infringements.

14.

The topics and contents of requests as well as the names and addresses of clients are treated as strictly confidential. In accordance with § 26 BDSG (German federal data protection act), the client is informed that their personal data is stored and processed insofar as this is necessary for request processing.

15.

The relationship between the client and the PIZ is governed by German law. The courts in Dresden are responsible for all legal disputes.

|  |  |  |
| --- | --- | --- |
|  | Z:\SG53\90_Organisation_intern\TUDexcite\98_Netzlaufwerk\10_Center_allgemein\03_Corporate_Design\01_Logo\230928_Bild-Marke_TUD-excite\Logo_TUD _ excite_Bild-Marke-Verlauf+Blau\Logo_TUD _ excite_Bild-Marke-Verlauf.png | 161024_PIZ-Dresden_4c-grau |