

General Terms and Conditions for Current Accounts

1 General purpose and scope

The following general conditions determine payment via a current account between the customer and the Swiss Federal Institute of Intellectual Property (the IPI).

The purpose of the current account is to facilitate payments between regular customers and the IPI, in particular for the settlement of fees and payments owed the IPI.

2 Eligibility

Natural and legal persons as well as a legal unity of interests regularly having business with the IPI may hold current accounts.

Every person or legal unity may hold one or more current accounts.

3 Formalities for opening a current account

To open a current account, a written form provided by the IPI, must be completely filled out, personally signed and submitted.

4 Signature authorisation

All of the persons authorised to use the account must be indicated at the time of opening the account using the IPI's signature authorisation form. Only this form will be accepted, and only the signatures on this form will be accepted, irrespective of any other register entries and publications. Any restriction, revocation or cancellation of the signatures of authorised persons must be made in writing.

Multiple authorised signatories are collectively responsible for any demands made by the IPI.

5 Initial deposit

After submitting the written application for opening a current account, an initial amount must be deposited into the designated account of the IPI. The minimum amount for the initial deposit is CHF 2,000.

The deposit must be paid within 30 days of sending the application to the IPI. If the applicant fails to deposit the minimum amount fully by the designated deadline, even after having been requested to do so by the IPI, the current account will not be opened. Any amount that the customer has paid into the account will be refunded.

6 Account number

As soon as the current account has been opened, the number of the account will be communicated to the holder who must quote it whenever authorising debit orders or corresponding with the IPI about the account.

7 Crediting a current account

Unless otherwise agreed upon, any refunds or reimbursements which the IPI owes a customer according to special legal provisions or the IPI Fee Ordinance¹ will be credited to the account against which the fees or remunerations were originally charged.

8 Payment instructions

The customer is responsible for ensuring that debit orders from the current account are made in a correct and timely manner.

9 Debit orders

The only transactions which may take place via the current account are payments of fees in accordance with the IPI Fee Ordinance and remunerations for non-statutory IPI services.

¹ IPI Fee Ordinance of 14 June 2016, SR 232.148.

To make a payment from the current account, a written debit order, signed by the holder of the account or another authorised person, must be sent to the IPI. The order can also be made by email (see www.ipi.ch > Services > Online services > Communication and payment methods)

The debit order must include the account number to be debited as well as the particulars necessary to clearly identify the purpose of the payment. If a debit order for the payment of a fee is not made together with the request for the respective IPI service incurring a fee (e.g. registration or renewal of an IP right), then the form provided by the IPI or a private form permitted by the IPI must be used indicating the following minimum information: (i) invoice number/fee ID or IP right number; (ii) fee code in accordance with the annex of the IPI Fee Ordinance or an exact description of the fee; plus (iii) the fee amount to be charged. For debit orders for multiple fees, the IPI may require that they are submitted in a format that can be processed electronically in accordance with IPI guidelines.

In all cases, the invoice received from the IPI can instead be returned to the IPI with the account number and a comment such as “Debit account” or “To be debited from my account” written on it.

If the above-mentioned conditions are not complied with or if the purpose of the payment or the account number is not recognisable for other reasons, then the IPI will request the customer to send the necessary particulars in writing. If the customer does not respond by the deadline stated by the IPI, the payment will be considered as not having been made. A request for information regarding payment purpose or the account number will not be considered a reason for prolonging the deadline of any fees owed under the IPI Fee Ordinance.

10 Date of receipt of payment

The date which is valid as receipt of payment for the IPI is the day on which the IPI receives the debit order. If orders are sent to the IPI by post, the Swiss postmark is considered the date of receipt.

11 Timeliness of payments

If the fee is not paid in full by the date stipulated, the payment is considered as not having been made. The IPI does not accept partial payments. It is the responsibility of the person making the payment to prove that they have done so in a timely manner.

12 Account statements

After every transaction, the IPI will make available a statement showing the new account balance. Any mistakes in the statement must be communicated to the IPI within 30 days after the issue of the account statement. If no objections are made, the balance shown on the statement will be considered as approved by the customer.

On request, the IPI will make available a final account balance on 31 December.

13 Deposits into the current account

All payments into the current account must be made in Swiss francs. Payments from outside of Switzerland may also be made with a bank cheque drawn against a bank in Switzerland in Swiss francs payable to the IPI.

14 Account balance

The customer is responsible for ensuring that there are sufficient funds available in the account for paying all debit order instructions issued but not yet executed at the time the debit order instruction is made. The IPI cannot guarantee that multiple debit order instructions will be executed in the order of the fee payments due (i.e. the fee may be debited after the debit order instruction has been made – including after expiry of the payment deadline).

If there are insufficient funds in the account, the debit order will not be processed and the payment will be considered as not having been made (the IPI does not attempt to re-debit the account). Subsequent deposits paid into the current account, which would result in sufficient funds being available, will be disregarded. If a debit order collection is unsuccessful, the deadline for payment will be neither shortened nor extended even if the deadline has not yet expired.

If a debit order concerns a series of payment transactions, the IPI reserves the right to carry out the entire debit transaction only in cases where the available funds cover all payment transactions for that series of payment transactions.

15 Interest

Current accounts do not earn interest.

16 Administrative fees

No administrative fees will be charged for current accounts.

17 Withdrawal from the account

Customers are allowed to withdraw funds from their current account provided that enough money remains in the account to cover any payments as per Clause 14. Withdrawals must be requested in writing and signed by the account holder (or authorised person), and must include the information necessary to carry out the transfer of funds.

18 Communicating important information and changes

The customer is responsible for informing the IPI in writing, to the attention of the Finance and Accounting Division, of any significant particulars which impact the business relationship including changes in name, address or signatories.

In addition, the customer, as the owner (or representative) of registered intellectual property rights, remains solely responsible for requesting name or address changes in the respective register.

Any communications from the IPI sent to the last known address of the customer are considered legally binding. If the IPI has to make enquiries into the customer's current address in order to be able to contact him or her, the expenses incurred can be debited from the holder's current account.

19 Closing the current account

The current account may be closed by either party without the consent of the other.

The current account may be closed upon written and signed request by the holder and the balance of the account refunded. Upon receipt of the request to close the account, the account will be blocked for any further transactions. After all debits have been made, the IPI will send the account holder an account statement with the final balance. If the customer does not question the statement within 30 days, it will be considered as approved by the customer and the IPI will refund the amount shown on the statement.

The IPI reserves the right to close the account if it feels the conditions of the account are not being fulfilled. It will inform the customer of its decision in writing sent to the last known address of the customer. Inactive accounts and repeatedly changing the payment method originally selected by the customer are considered, in particular, as not fulfilling the purpose of the account. Thirty days after sending the notification of closure, the IPI will block the account for further debit orders. After all transactions have been completed, the IPI will send the account holder an account statement with the final balance. If the customer does not question the statement within 30 days, it will be considered as approved by the customer and the IPI will refund the amount shown on the statement.

The statute of limitations for claims begins when the account closure takes effect.

20 Liability

The IPI is only liable in cases of gross negligence or specific intent. This liability covers, in particular, cases where failure to follow through with a debit order or an incorrect debit order results in loss of rights or consequential damages for the customer.

21 Partial nullity

The invalidity, unlawfulness or failure to enforce one or more conditions in this contract does not affect the validity of the remaining items.

22 Applicable law and place of jurisdiction

All legal relationships between the customer and the IPI arising out of the current account relationship are subject to Swiss law. The courts at the seat of the IPI (currently Bern) have exclusive jurisdiction in any cases of litigation arising out of the current account relationship between the customer and the IPI.

23 Changes to the General Terms and Conditions

The IPI reserves the right to make changes to these conditions at any time and will notify the customer of any such changes in writing. If the customer does not request the IPI to close his/her current account within 30 days of receipt of the notification, the changes will be considered as accepted by the customer.

Bern, 1 March 2018

Place, Date:

Signature:
