

Terms and Conditions of DV4 Connexa s.r.o.

1. Introductory Provisions

These Terms and Conditions (hereinafter referred to as the “Terms”) govern the rights and obligations between DV4 Connexa s.r.o., registered office: Vrahovická 4308, 79601 Prostějov, Company ID No.: 22093389, registered in the Commercial Register maintained by [TODO – court], (hereinafter referred to as the “Provider”), and its business partner (hereinafter referred to as the “Client”) in connection with the provision of services in the field of intermediation, commercial representation, and consulting.

2. Subject of the Contractual Relationship

The Provider mainly offers the following services:

- connecting business entities in engineering and related industries,
- commercial representation and support,
- consulting in the fields of technology, design, and engineering,
- facilitating contact with manufacturing or cooperation partners.

The Provider does not engage in manufacturing activities.

3. Contract Conclusion

The contractual relationship between the Provider and the Client arises on the basis of a written agreement, confirmed order, or another demonstrable form of agreement (including electronic communication). Each contractual order may be further specified by an individual contract or an amendment.

4. Price and Payment Terms

Service prices are determined by individual offers or the current price list. Payment shall be made on the basis of an issued invoice with the due date specified on the document. All prices are exclusive of VAT unless expressly stated otherwise.

5. Performance and Complaints

Performance shall be carried out in the agreed scope, form, and deadlines. The Client is obliged to report any defects in performance without undue delay. The Provider undertakes to evaluate such complaints and, if necessary, remedy them within a reasonable period. The right to complain lapses if the claim is made late or relates to circumstances beyond the Provider's control.

6. Nature of Intermediation Services and Liability

The Provider acts as an intermediary and is not responsible for subsequent performance between the Client and third parties. Suppliers or partners are responsible for their actions and performance. The Provider is liable only for the professional and proper provision of the agreed services.

7. Intellectual Property and Data Protection

All outputs of the Provider, such as contact lists, business analyses, solution proposals, graphic designs, or consulting deliverables, remain the intellectual property of the Provider unless expressly agreed otherwise. The Client undertakes not to distribute such outputs without written consent. The Provider processes personal data in accordance with the GDPR. Details are provided in the Privacy Policy.

8. Sanctions

In the event of the Client's delay in payment for services, the Provider is entitled to charge default interest of 0.05% of the outstanding amount for each day of delay. In case of breach of obligations relating to confidentiality or intellectual property rights, a contractual penalty of up to CZK 50,000 may be imposed.

9. Confidentiality and Non-Disclosure

Both parties undertake to maintain confidentiality regarding all confidential information shared in connection with the conclusion and performance of the contract. Confidential information includes all technical, business, personnel, or other information not generally available to the public. This obligation remains in effect for the duration of the contractual relationship and for three years after its termination. Breach of this obligation may be sanctioned in accordance with Article 8 of these Terms.

10. Termination of the Contractual Relationship

The contractual relationship may be terminated in writing with one month's notice unless agreed otherwise. The relationship may also be terminated by mutual agreement or in the event of a material breach of obligations by either party.

11. Subcontractors

The Provider is entitled to perform the agreed services through third parties (subcontractors). In such cases, the Provider is responsible for ensuring proper service provision within its scope of obligation, but not for the direct performance of third parties towards the Client. The Client expressly agrees that parts of the services may be subcontracted. If the Provider engages subcontractors, it shall not be liable for their delays or defects unless caused by the Provider's own fault. The Provider is not obliged to inform the Client of the identity of individual subcontractors unless expressly agreed otherwise.

12. Final Provisions

These Terms are governed by the laws of the Czech Republic. The parties undertake to resolve disputes primarily amicably; otherwise, disputes shall be submitted to the competent court according to the Provider's registered office.

The Provider reserves the right to amend these Terms. Amendments take effect on the date of their publication on the Provider's website or upon notification to the Client.

These Terms and Conditions shall take effect on **1 June 2025**.