

**GENERAL TERMS AND CONDITIONS OF DV4 Ipsum s.r.o.**

These General Terms and Conditions (hereinafter referred to as "GTC") are business terms and conditions within the meaning of Section 1751 of Act No. 89/2012 Coll., the Civil Code (hereinafter referred to as "Civil Code"), and they apply to all relationships arising from the contract of purchase or work (hereinafter referred to as "Contract") concluded between DV4 Ipsum s.r.o., registered office in Drozdovice 1027/4, 796 01 Prostějov, CIN: 08592691, registered in the Commercial Register at the Regional Court in Brno, Section C, File No. 114366, as the Seller/Contractor (hereinafter referred to as the "Seller") and the Customer (hereinafter referred to as the "Customer").

In the event that the rights and obligations of the Seller and the Customer are regulated differently in the Contract and these GTC, the provisions of the Contract take precedence.

**1. The subject of performance**

1.1. The Seller undertakes to deliver to the Customer the goods specified in the contract.

1.2. The delivery also includes accompanying technical documentation, declaration of conformity according to *Act No. 22/1997 Coll.*

*Act on Technical Requirements for Products and on Amendments to Some Acts* and the inspection document (measurement protocol), which will be handed over at the latest upon the delivery of the work.

1.3. The Seller is obliged to indicate the contract number and the item of specification on all documents and attachments relating to the individual contract of purchase/work.

1.4. The Seller declares that it has the appropriate knowledge and qualifications to carry out its work in an environmentally responsible manner.

**2. Time and place of delivery**

2.1. The Seller will deliver the performance of the contract at the place, time, quantity and quality agreed in the Contract. If the delivery period is determined by a deadline, the Seller is entitled to deliver the performance at any time during this period. If the time of delivery is not determined by an exact date, the Seller determines the date of delivery of the performance and requests the Customer to accept the performance at least 3 (three) days before the date of the planned delivery of the performance. Unless otherwise expressly agreed, the agreed delivery dates (deadlines) are only approximate.

2.2. The performance is deemed to have been delivered at the moment when the Seller allows the Customer to handle the performance at the agreed place of performance. In the event that the Seller is to ship the goods, the performance will be deemed to have been delivered to the Customer at the time the performance is handed over to the first carrier to transport the performance to the Customer. The Customer is only obliged to insure the performance for transport if this is expressly stated in the Contract.

2.3. The Customer is obliged to accept the performance at the agreed time and/or at the time notified by the Seller in accordance with Article 2.1 of the GTC and to confirm its acceptance in writing in the delivery note or handover protocol.

**3. Purchase price**

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3.1. The purchase price is subject to an agreement and is stated exclusive of value added tax ("VAT"), which will be added to it in accordance with the relevant legislation. The price does not include any transport, postage, packaging or other fees, unless otherwise agreed.

3.2. The purchase price is agreed as fixed and cannot be unilaterally changed without written consent; this does not affect the rights and obligations of the Seller and the Customer under Sections 1764, 1765 and 1766 of the Civil Code.

#### **4. Terms of payment**

4.1. The Customer is obliged to pay the price on the basis of an invoice - a tax document sent in writing or by email to the Customer, which will be issued after the conclusion of the Contract. The invoice must contain all the requirements of a tax document as required by the relevant generally binding legal regulations.

4.2. The due date of the invoice is 30 (thirty) days from the day the invoice is issued. The price must be paid in cash or to the Seller's bank account and must be paid without any deductions and without any unilateral reduction or withholding. The Customer's obligation to pay the price is fulfilled at the moment of payment in cash or crediting the price of performance to the Seller's bank account.

#### **5. Property right and risk of damage**

5.1. The property right to the performance is transferred to the Customer upon full payment of the price or the price of other performance under the Contract. Until the Customer has acquired the property right to the performance, he/she cannot make any dispositional acts with the performance without the prior written consent of the Seller, including its further processing. 5.2. If the Customer makes a dispositional act with the performance, he/she is obliged to notify the person against whom he/she makes the dispositional act about the reservation of ownership of the Seller. Until the transfer of property rights, the Seller has the right to take the performance back at the expense of the Customer.

5.3. The risk of damage to the performance is transferred to the Customer at the moment of delivery of the performance to the Customer or handover to the first carrier for transport of the performance to the Customer.

5.4. If for reasons on the Customer's side there is a delay in acceptance of the performance, the risk of damage to the performance is transferred to the Customer on the first day of such delay.

5.5. The property right to technical drawings and other documents belongs exclusively to the Seller, even after they have been provided to the Customer. These may only be disclosed to a third party with the prior written consent of the Seller and must be returned to the Seller without delay at the Seller's request.

#### **6. Contractual penalties and sanctions**

6.1. In the event of delay in payment of the price, the Seller is entitled to demand a contractual penalty of 0.05% of the amount due for each day of delay. The contractual penalty is payable within 15 (fifteen) days from the date of its billing to the Customer.

6.2. The agreed contractual penalties are to be paid by the obligated party regardless of whether and in what amount the other party suffers damage.

#### **7. Quality and design of goods**

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7.1. The Seller is obliged to deliver the performance in the quality and design meeting the conditions set out in the applicable Czech technical standards as well as Act No. 22/1997 Coll. as amended and, where applicable, set out in the Seller's corporate technical standard.

## **8. Warranty and Complaints**

8.1. The warranty period for the delivered performance is 24 (twenty-four) months and starts at the moment of transfer of the risk of damage to the goods from the Seller to the Customer, unless otherwise agreed in the Contract.

8.2. The Seller is liable for the products of other suppliers used in the manufacture of the performance or supplied with the performance only to the extent that its subcontractor is liable for them.

8.3. The Customer is obligated to inspect the performance immediately after acceptance with due professional care and to report any detected defects in writing immediately after the delivery of the performance. If the Customer fails to declare in writing any defects detectable by inspection within 5 days of acceptance of the performance, the Customer is deemed to be responsible for the defect, unless the Customer proves that the Seller is responsible for the defect. The Customer is obligated to complain in writing to the Seller about other defects without undue delay after he/she could have discovered them with sufficient professional care and due diligence, but no later than by the end of the warranty period.

8.4. In the complaint, the Customer must always describe how the defects are manifested, state his or her requirements for settling the complaint, and attach identification data of the performance and appropriate evidence. A complaint made in breach of these terms and conditions or the Contract will be deemed not to have been made.

8.5. In the case of a legitimately claimed defect acknowledged in writing by the Seller, the contracting parties will agree on an adequate way of handling the claim. Unless the parties agree otherwise, the Seller is obliged, at its discretion, either to remedy the defect by delivering a faultless performance or to provide a reasonable discount on the price. The chosen method of handling the complaint will be communicated to the Customer immediately after the complaint has been assessed. By remedying the defect or providing a discount, the complaint is fully settled and the Customer is not entitled to any further claims, while the application of the provisions of Sections 1923, 1924, 2615 and 2106 - 2110 of the Civil Code is expressly excluded by the parties.

## **9. Withdrawal from the contract**

9.1. The Seller may immediately withdraw from all or part of the Contract by written notice to the Customer, without any obligation to the Customer, if the Customer is in material breach of his/her obligations, including any material breach of the Contract that the Customer has failed to remedy within thirty (30) days after being notified of such breach by the Seller. The Customer has failed to provide sufficient cooperation under the Contract or is otherwise in default and does not provide adequate assurance that the Customer will be able to meet his/her obligations under the Contract in a timely and proper manner.

9.2. If there has been a valid and effective withdrawal from the Contract, the parties to the Contract are required to reimburse each other for everything that was provided by the other party under the Contract prior to the withdrawal. In the event of repayment, the other party is not entitled to interest. If documents in paper or electronic form have been handed over with the goods/work, the Customer undertakes to return these documents together with the goods/work, undamaged and complete.

## **10. Protection of information**

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10.1. Each contracting party will maintain strict confidentiality of all information and materials provided by the other party in connection with this Contract, except for information that is generally known, and will not disclose it to any third party or use it for their own purposes, contrary to the purpose for which it was provided. The parties undertake to take such measures to ensure that their employees and members of their institutions also comply with the above obligations, even after their employment or other similar relationship has ended. In the event of a breach of obligations by such persons, the party concerned will be liable in the same way as if it had breached the obligation in question itself.

10.2. All information provided by the Seller in connection with the Contract, as well as any documents or data derived from or based on such information, will remain the property of the Seller and are subject to trade secrets.

### **11. Applicable law and dispute resolution**

11.1. All contracts of which these GTC form a part and legal relations arising from and related to these contracts are governed by the law of the Czech Republic. The rights and obligations not regulated in the contract or in these GTC are governed in particular by the relevant provisions of Act No. 89/2012 Coll., the Civil Code, as amended.

11.2. In the event of a dispute between the parties to the contract, they undertake to resolve the dispute preferably by amicable settlement. If the dispute is not resolved after mutual negotiations, the dispute will be referred to the competent court. Any disputes arising out of these GTC and/or the Contract will be settled and adjudicated before the competent general courts of the Czech Republic under Czech procedural law. In accordance with the provisions of Section 89a of Act No. 99/1963 Coll., the Code of Civil Procedure, it was agreed between the parties (entrepreneurs) that the court in whose district the Seller has its registered office has local jurisdiction to decide on the dispute between them. The applicable law is always the law of the Czech Republic.

### **12. Final provisions**

12.1. All additions, modifications and changes to these GTC must be made in writing in the contract, specifying exactly which parts of the GTC are modified for a given business case and how, and must be signed by authorized representatives of both parties.

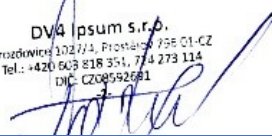
12.2. Personal data are used for the purpose of the contractual relationship and are processed in accordance with the relevant legislation on the protection of personal data, in particular in accordance with Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC and in compliance with Act No. 110/2019 Coll., on the processing of personal data.

12.3. Relations between the parties that are not regulated by these GTC and the individual contract are governed by the relevant provisions of these terms and conditions.

12.4. These GTC come into force and effect on the date of their publication by the Seller.

Prostějov, 24 November 2021

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