

Terms and Conditions

These Terms and Conditions are valid and effective from 1st July 2025.

1. General Provisions

- 1.1. These General Terms and Conditions (hereinafter referred to as the “**Terms and Conditions**”) exclusively will govern all services furnished by **MX TECHNOLOGY s.r.o.**, ID No.: 21231923, with its registered office at Nové sady 988/2, 602 00 Brno, Czech Republic (hereinafter referred to as the “**Contractor**”), and its clients (hereinafter referred to as the “**Client**”).
- 1.2. The contract for work (hereinafter referred to as the “**Contract**”) is concluded for the purpose of manufacturing and delivering technical components and other solutions according to the specific configuration and requirements of the Client, as a contract for work under Section 2586 et seq. of the Czech Civil Code.
- 1.3. By the Contract, the Contractor undertakes to perform the work for the Client, and the Client undertakes to accept the work and pay the agreed price (hereinafter referred to as the “**Price**”).
- 1.4. All contractual relationships between the Contractor and the Client arising from the Contract are governed by these Terms and Conditions, unless explicitly agreed otherwise. These Terms and Conditions take precedence over any general terms and conditions of the Client, unless expressly accepted in writing by the Contractor.
- 1.5. By accepting the Contractor’s offer (a specific price quotation created by the Contractor based on the Client’s requirements), the Client confirms that they have read, understood, and agree to these Terms and Conditions, which form an integral part of the Contract.
- 1.6. The Contractor can be contacted at: sales@mxtechnology.cz

2. Conclusion of the Contract

- 2.1. The process of concluding the Contract commences when the Client submits a request for quotation (e.g., via email or telephone), specifying the Client’s requirements regarding the work or solution to be performed. This request can be submitted either via telephone or email.
- 2.2. Upon receipt of the Client’s request, the Contractor shall prepare a written price quotation based on the specifications provided by the Client and send this quotation to the Client via email. The price quotation shall contain the identification of the contracting parties, the specification of the subject of the work, the price of the work including possible breakdown of items and VAT information, the expected delivery time, the validity period of the quotation, and other relevant terms. These Terms and Conditions govern the timeframes for the completion of the work, payment terms, and delivery terms.
- 2.3. The Contract is deemed concluded at the moment the Contractor confirms the Client’s order placed in response to the quotation. Such order may take the form of a formal written order or a clear confirmation sent by email, provided it is made within the validity period of the quotation. By concluding the Contract, the Client accepts these Terms and Conditions.

- 2.4. The Client shall accept the quotation before the expiration date of the quotation (acceptance of the offer). If the client does not accept the offer in the quotation within the validity period, the Contractor's offer shall be deemed to have expired. Any acceptance of the quotation with changes or additions shall not constitute acceptance but shall be considered a new request for quotation.
- 2.5. Any amendments or modifications to the Contract shall only be valid if made in writing and signed by both parties. Verbal agreements or modifications shall not be recognized unless confirmed in writing.
- 2.6. The Contract between the Client and the Contractor may also be concluded in person. In such case, the provisions above shall apply accordingly. The Contract shall be confirmed by handwritten signatures of the parties.

3. Payment Terms

General rules

- 3.1. The Contractor shall issue invoices to the Client in electronic form (via email to the Client's designated address). The Client agrees to ensure that se designated email address is accurate and monitored for receipt of the invoice.
- 3.2. The Client shall make all payments by bank transfer to the bank account indicated on the invoice. A payment shall be deemed made upon crediting the respective amount to the Contractor's bank account.
- 3.3. The Contractor retains ownership of the work until the full Price and all related receivables (including interest, contractual penalties, and costs of recovery) have been paid. Until such payment is made, the Client shall not acquire ownership rights to the work, and the Contractor shall be entitled to reclaim possession of the work if necessary.

Installment payments

- 3.4. If the Parties agree on installment payments, the Client shall in all cases pay in advance (deposit) in the amount agreed between the Parties. The remaining balance of the Price shall then be paid in further installments (e.g. milestone payments or final settlement). The Parties shall specify in the quotation, order confirmation or another written agreement a payment schedule providing for the Price to be paid in installments.
- 3.5. The Contractor shall not be obliged to commence production of goods or provide any part of the work until the agreed advance has been paid in full. If the Client fails to pay the advance within the agreed deadline, the Contractor shall be entitled to withdraw from the Contract and retain any received payments as compensation for incurred costs and lost profit.
- 3.6. The Contractor shall issue invoices for the respective installments in accordance with the agreed schedule. The due date for each invoice shall be 30 days from its date of issuance, unless otherwise agreed in writing.

One-off payment

- 3.7. If no payment schedule (installment payments) has been agreed, the Contractor shall issue an invoice for the full Price upon dispatch of the completed work to the Client. The Client shall pay the full Price within 30 days from the date of issuance of the invoice, unless a different due date is specified on the invoice.

4. Penalties

- 4.1. In the event of late payment, the Client shall pay to the Contractor a contractual penalty of 0,2% of the overdue amount for each day of delay, commencing from the day following the due date until the date of actual payment. The Contractor shall also be entitled to claim statutory default interest, as well as any damages exceeding the contractual penalty.
- 4.2. In the event that the amount specified in the advanced or final invoice is not paid in full and within the due date stated on the invoice, the Contractor is entitled to withdraw from the contract. In such case, the Contractor shall be entitled to retain any received payments as compensation for incurred costs and lost profit.

5. Delivery of the work

- 5.1. The work will be delivered by the Contractor within the timeframe and in the manner specified in the quotation. Unless expressly marked as "binding", delivery dates are indicative only and not guaranteed.
- 5.2. The risk of damage to the work transfers to the Client upon acceptance of the work or on the day the goods were supposed to be accepted. If the Client arranges for the transportation of the goods independently through a service not offered by the Contractor, the risk of damage to the goods transfers to the Client upon handing over to the carrier.
- 5.3. In the event of circumstances that could not be foreseen at the time of entering into the Contract and that create an obstacle for the Contractor in fulfilling their contractual obligations to the Client, the Contractor is entitled to extend the delivery deadline by the duration of such obstacle and, if necessary, also by the time required to restore normal operations. The Contractor is obliged to promptly inform the Client of the occurrence of a circumstance excluding liability and to communicate the anticipated delay in the delivery of the work.
- 5.4. For the purpose of this article, an obstacle beyond the Contractor's control shall also include delays or non-performance on the part of the Contractor's suppliers or subcontractors, provided that such suppliers or subcontractors were duly selected with professional care and their delay or non-performance could not have been reasonably prevented or overcome by the Contractor. In such case, the Contractor shall not be deemed in default, and the delivery period shall be extended accordingly.
- 5.5. Partial deliveries are permitted and may be invoiced separately.

6. Closing provisions

- 6.1. The Contractor reserves the right to amend or supplement the Terms and Conditions.

- 6.2. The specific Contract between the Contractor and the Client is always governed by the Terms and Conditions that are valid and effective on the date the price quotation is sent.
- 6.3. The contractual relationship is governed by Czech law, and any disputes arising from the Contract shall be resolved by the competent courts of the Czech Republic according to the Contractor's registered office.
- 6.4. Should any provision of these Terms and Conditions be found invalid or unenforceable, the validity and enforceability of the remaining provisions shall not be affected.