General Terms and Conditions for using the services of the Depotiva marketplace.

- 1. The Depotiva Marketplace is a B2B server operated by Koval Coatings, s.r.o., located at Bohumil 224, 286 66 Jevany, Czech Republic, ID: 047 41 536, hereinafter referred to as the Provider.
- 2. The provider allows users to publish and search for goods offers, particularly industrial materials from business entities, hereinafter referred to as Users. The Depotiva marketplace acts solely as a provider of contacts and receives a 10 % commission on the total material amount. Depotiva disclaims responsibility for the overall material quality in the listings. However, if significant issues arise concerning seller communication or selled material quality that do not meet buyer expectations, please reach out to us at info@depotiva.com. Refunds and complaints will be addressed on a case-by-case basis. In the event of a terms of service violation, the provider reserves the right to penalize the seller by the reservation fee amount, or in repeated instances, to remove the company from the portal and prohibit its future use.
- 3. The Users of the Depotiva Marketplace include both Advertisers, who offer goods, and Interested Parties, who are interested in purchasing goods.
- 4. To use the services of the Depotiva Marketplace, Users (Advertisers and Interested Parties) are required to register. The mandatory registration data for Users are:
 - Business corporation or name and surname of the self-employed individual Email
 Password (Email and password serve as the User's login credentials)
 - Name and surname of the contact person a
 - Phone number of the contact person

 Registered office of the legal entity or place of business of the individual (street with house number,
 - Registered office of the legal entity or place of business of the individual (street with house number, city, postal code, country)
 - ID number

 VAT number
- 5. The following are prohibited from being listed on the Depotiva Marketplace:
 - Weapons and ammunition
 - Alcohol, drugs, and other narcotic and psychotropic substances
 - Services
- 6. The Provider reserves the right to make necessary changes to the listings, not to publish a listing at all, or to remove a listing if it is in violation of applicable laws of the Czech Republic, the general terms of use of the Depotiva Marketplace, or good morals, even without prior notice to rectify and without compensation.
- 7. The Provider has the right to delete a listing that, in its opinion, does not meet these conditions or if the listing gives the impression that the User is another legal or physical person, even without prior notice to rectify and without compensation.

- 8. The Provider only mediates the contact between the seller and the buyer (Advertiser and Interested Party) and does not assume any guarantees regarding the quality, origin, delivery, collection, payment, or usability of the listed goods.
- 9. The Provider is not responsible for the misuse of personal data of the User provided in the listing, or obtained through illegal access to the system by a third party.
- 10. The Provider is not liable for the activities of the Users of the Depotiva Marketplace services or for the manner in which they use the services. It also bears no responsibility for any misuse of the server services by Users or third parties.
- 11. The Provider is not liable for damages that may be directly, indirectly, or accidentally incurred by Users or third parties as a result of or in connection with the use of Depotiva Marketplace services. The Provider is not responsible for damages that Users or third parties would incur as a result of the inability to use Depotiva Marketplace services or in direct or indirect connection with this fact.
- 12. The Advertiser is responsible for ensuring that the content of the listing and/or photographs or other files attached to the listing do not infringe the rights of third parties. The Provider is not liable for infringements of third-party rights by the Advertiser.
- 13. The Advertiser is responsible for the content of the listing. The Provider assumes no responsibility for the content of the listing. The Advertiser is obliged to adhere to these general terms and applicable legal regulations when submitting a listing.
- 14. If the Advertiser attaches photographs to the listing that they are the author of, by submitting the listing to the server, they grant the Provider a non-exclusive, gratuitous license to use the photographs for the duration of the listing's publication on the server and in ways consistent with the purpose of the server and these general terms.
- 15. The Advertiser must not attach photographs from listings of other Users that were originally taken on the sold goods.
- 16. The Provider is entitled to modify or innovate the services of the Depotiva Marketplace without the consent of the Users and without prior notice.
- 17. The services of the Depotiva Marketplace are provided to Users for a fee. Services for Advertisers are provided free of charge, with the fee payer being the Interested Party.
- 18. The amount of the reservation fee is 10% of the price of the goods. The fee will be automatically added to the price of the goods as entered in the listing by the Advertiser, and both the price of the goods and the amount of the reservation fee are available upon opening each specific listing.
- 19. After paying the reservation fee, the amount of which is always displayed with each listing of goods, the Interested Party will receive contact information for the Advertiser, with whom they will conclude a purchase contract for the listed goods under the conditions stated in the listing. The reservation fee is the Provider's reward for mediating the trade between the Advertiser and the Interested Party.
- 20. The reservation fee is the Provider's reward for mediating the trade between the Advertiser and the Interested Party.
- 21. The relationships between the Provider and the Users are governed by Czech law. The competent court in accordance with these general terms and conditions is the General Court of the Provider/the Municipal Court in Prague.

