



A settlement agreement to Engineering Office M. Wohlwend GmbH, number 1

closed within the meaning of § 1903 an. act no. 89/2012 Coll., the the civil code, as amended

Provider: **Biologické centrum AV ČR, v. v. i. (Biology centre)**
Address: Branišovská 1160/31, 370 05 České Budějovice
Statutory authority: prof. RNDr. Libor Grubhoffer, CSc., BC Director
ID: 60077344
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IBAN: CZ88 5500 0000 0050 0220 9089
Registered in the register of public research institutions ministry of education
(as "BC")

and

Address: Engineering Office M. Wohlwend GmbH
Bifig 14, CH-9466 Sennwald / Switzerland
represented by: Martin Wohlwend

(as "supplier")

(together, the "contracting parties")

closing below the day, month and year in accordance with the provisions of § 1903 an. the law no. 89/2012 Coll., the the civil code, as amended (hereinafter referred to as the "civil code") this

A settlement agreement to Order (hereinafter referred to as "the Agreement")

1. The object of an agreement

1.1 The contracting parties have entered into the agreement on 29th Nov 2019, based on an quotation no 4071, (**Annex no. 1**) and an order no 0018102096 (**Annex no. 2**) for purchase of consumables for the high-pressure freezer.

1.2 The contracting parties have doubts about the effectiveness of the Order, and especially because of its proper unpublication in the public registry of contracts in accordance with the law no 340/2015 Coll., on the contracts register.

1.3 In view of the above, both parties are interested in the duration of the quotation no 4071 and order no 0018102096 therefore express their consent to the legal relationships (rights and obligations) arising from the quotation no 4071, the order 0018102096, and later invoice no 4071-1 (**Annex no. 3**).

2. Final provisions

2.1 **This agreement shall come into force on the date of its conclusion.** Closure date means the day marked the date of the signatures of the contracting parties. If the signatures of the contracting parties specified more data, the latest date will be applied.

2.2 **This agreement shall take effect on the date of its publication in the register of contracts according to the law No. 340/2015 Coll., the registry of contracts (according to the Czech legal order).** All the



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contracting parties take note that the BC is according to § 2 subsection 1 of law no 340/2015 Coll., on special conditions the effectiveness of certain contracts, the disclosure of these contracts and on the contracts register (the law on the registry of contracts), as amended, a compulsory subject, to which the treaty applies the obligation of publication in the register of contracts. The contracting parties hereby agree that with the publication of this act, BC shall act in a way to the extent and within the time limits set forth from the law. For the purposes of the disclosure of the contracting parties at the same time unanimously declare that any portion of this agreement shall not be considered their trade secrets to prevent its publication, unless agreed otherwise. The contracting parties mutually agree that the data (e.g. personal data, business secrets) which have been previously properly identified, according to the agreement, and in accordance with their respective definitions according to the relevant legal standards, will be excluded (obliterated) from the obligation of publication in the public registry of contracts maintained by the Ministry of Interior of the Czech republic. Arrangements under this paragraph shall also apply to any amendments to this agreement (earlier and later), through which this agreement is modified or being phased out.

2.6 This agreement is executed in four (4) copies, including annexes 1-3 thereto, of which each contracting party receives two copies.

2.7 Any amendments to this agreement may be made only by written ascending numbered amendment signed by authorized persons of both contracting parties.

2.8 Persons acting and signing this agreement declare that before signing this agreement they have read and agreed with its content (evidenced by handwritten signature).

An integral component of the treaty are the following annexes:

- Annex no. 1 – Quotation no 4071 dated 30. 11. 2018
- Annex no. 2 – Order No 0018102096 dated 29. 11. 2018
- Annex no. 3 – invoice no 4071-1

In České Budějovice, date 29.11.2019

In date

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Biologické centrum AV CR, v. v. i. (Biology centre)
prof. RNDr. Libor Grubhoffer, CSc., BC Director

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