

AGREEMENT

Contracting Parties

Supplier:	Crosstec GmbH
<i>With its registered seat at the address:</i>	Rotenlöwengasse 19, 1090 Wien, Austria
<i>UDI number:</i>	ATU 15024701
<i>Bussiness ID no.:</i>	FN 128589 b
<i>Represented by:</i>	Registered at the Handelsgericht Wien Ing. Rudolf Sindelar, Management Board
Customer:	Kroměřížská nemocnice a.s.
<i>With its registered seat at the address:</i>	Havlíčková 660/69, 767 01 Kroměříž, Czech Republic
<i>UDI number:</i>	CZ27660532
<i>Bussiness ID no.:</i>	27660532
<i>Represented by:</i>	Registered with the Commercial Register administered by the Regional Court in Brno, File B, No. 4416 MUDr. Lenka Mergenthalová, MBA, Chairman of the Board

Article I Introductory provisions

- I.1. The Customer requested from the Supplier the goods, which the Supplier delivered. The written record concerning this matter (= the delivered goods) in form of
 - Document number – P93 693 dated October 8, 2021(hereinafter referred to as "**Receipt**") is enclosed hereto.
- I.2. It emerged now though that the Receipt was not published by the Customer (per both Parties' understanding in this regard) in the Register of Contracts destined therefore conform – within the legal deadline – according to Act No. 340/2015 Coll., on Special Conditions for the Effectiness of Certain Contracts, the Disclosure of These Contracts and the Register of Contracts (hereinafter referred to as "**Act on the Register of Contracts**"). Hence, pursuant to Section 7, Paragraph 1 of the Act on the Register of Contracts, the supply arrangements are considered as cancelled from the beginning.
- I.3. With regard to the above, the mutual services provided by both Parties according to the Receipt are viewed to be unjust enrichment and the Parties are very much interested in clarifying said unfounded unjust enrichment issue in question to the full extent.

Article II The object of this agreement

- II.1. By signing this Agreement, the Parties settle the situation and consider all existing performances, as they are described above, as well as all arrangements set out in the Receipt to be indeed valid and undisputed.
- II.2. The Customer shall publish this Agreement, including the Receipt, in accordance with the Act on the Register of Contracts without undue delay after the signing of this Agreement by both Parties. The provisions in the Receipt and those resulting ones – all mutual rights

and obligations arising from the arrangements set out in the Receipt – shall be considered as valid upon the publication of this Agreement in said Register of Contracts.

- II.3. The Parties expressly agree hereby that they do not to require the return of what each of the Parties has already fulfilled in the supposedly canceled Receipt nor any monetary compensation for services provided due to the so-called – temporarily – cancellation of the agreements in the Receipt and consider this concrete business relationship between them completely and satisfactorily done for either Party.

Article III Final provisions

- III.1. Each of the Parties individually declares that it acted in good faith and did not enrich itself at the expense of the other Party – furthermore, both Parties agree that the Seller takes no blame for the failure to register the Receipt as required.
- III.2. This Agreement comes into force on the date of its signing by both Parties and is effective on the day of its publication in the Register of Contracts.
- III.3. This Agreement has been executed in two counterparts, of which each Party shall obtain one counterpart.
- III.4. The legal relationship established by this Agreement shall be governed by the content of this Agreement alone and to the extent ungoverned hereby, especially in matters of Receipt, by the provisions of the UN Convention on Contracts for the International Sale of Goods, if necessary.
- III.5. The Parties are obliged to continue to provide the necessary co-operation in connection with the restoration of the situation as described in Article I of this Agreement. However, in case of any actual costs and expenses accruing on part of the Seller in this connection, Customer shall bear such costs and expenses at 100%.
- III.6. Customer shall fully indemnify Seller against any and all – known and threatening – liabilities (justified or unjustified) against third parties' claims whatsoever at all arising out of the concrete situation covered by this representational Agreement, in particular with regard to possible legal consequences to the Seller of the non-registration of the Receipt, at the most.
- III.7. The Parties declare that they have read the Agreement and that the contents hereof correspond to their true and free will.

In Kroměříž,

In Vienna,

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Kroměřížská nemocnice a.s.

MUDr. Lenka Mergenthalová, MBA

Chairman of the Board

.....
Crosstec GmbH

Ing. Rudolf SINDELAR

Management Board

Doklad číslo - P93 693 z 08.10.2021**Odběratel**

Kroměřížská nemocnice a.s.
Ústavní lékárna
Havlíkova 660/69
76701 Kroměříž

I : 27660532 DI : CZ27660532
Datová schránka: 2k3eut8

Dodavatel

Crosstec GmbH
Rotenlöwengasse 19
Vienna 1090

Tel.: [REDACTED]

Fax:

E-mail: [REDACTED]

I : 12858900 DI : ATU150247010000

Název	Doplňková	Množství	NCena BD	NCena SD	DPH
Taurolock U 25000	5X5ML	40,00			10,00
Celkem:			80400,00	88440,00	8040,00

Obě strany shodně prohlašují, že jsou seznámeny s všeobecnými obchodními podmínkami a v plném rozsahu s nimi souhlasí. Objednatel na sebe přebírá odpovědnost, která vyplývá ze znění zákona č. 340/2015 Sb., zákon o zvláštních podmínkách účinnosti některých smluv, uveřejnění těchto smluv a o registru smluv v platném znění.

V případě, že u tohoto plnění budou naplněny pro kupujícího podmínky vyplývající z § 109 zákona č. 235/2004 Sb., které se týkají ručení za neuhrazenou daň, má kupující právo uhradit za prodávajícího DPH z tohoto zdanitelného plnění, aniž by byl vyzván jako ručitel správcem daně prodávajícího, postupem v souladu s § 109a zák. č. 235/2004 Sb., o dani z přidané hodnoty, ve znění pozdějších předpisů. Pokud kupující uhradí částku ve výši DPH na účet správce daně prodávajícího a zbývající částku sjednané ceny (relevantní část bez DPH) prodávajícímu, považuje se jeho závazek uhradit sjednanou cenu za splněný.