

SETTLEMENT AGREEMENT

concluded pursuant to Section 1746(2) of Act No. 89/2012 Coll., the Civil Code, as amended

Article I

CONTRACTING PARTIES

Masaryk University

Central European Institute of Technology (CEITEC MU)

Headquarters: Žerotínovo nám. 9, 601 77 Brno

Contact address Kamenice 753/5, 625 00 Brno

ID: 00216224

Represented by: Mgr. Jiří Nantl, LL.M., Director of CEITEC MU

hereinafter referred to as the "**Customer**"

a

ICKO: DIC: NL863097182B01

Ossila B.V.

Galileiweg 8

Leiden

NL 2333 Leiden 2333 BD

hereinafter referred to as "**Supplier**"

hereinafter collectively referred to as "**the Parties**"

Article II

BASIC PROVISIONS

1. On 5.8. 2022, the Customer and the Supplier entered into a Purchase Agreement for a 1pc UV Ozone Cleaner (hereinafter referred to as the "Contract"), based on Order No. 7103/0219/22 and its acceptance dated 6.8. 2022.
2. The Client is an obliged entity for publication in the Register of Contracts pursuant to Act No.340/2015 Coll., on Special Conditions of Effectiveness of Certain Contracts, Publication of Such Contracts and on the Register of Contracts (Act on the Register of Contracts), as amended (hereinafter referred to as the "Act on the Register of Contracts").

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3. Both Parties agree that the Agreement has not been published in the Register of Contracts by the time of the conclusion of this Settlement Agreement and that they are aware of the legal consequences thereof.
4. In order to regulate the mutual rights and obligations arising from the originally negotiated Contract, in view of the fact that both parties acted with the knowledge of the binding nature of the concluded Contract and in accordance with its content performed what they mutually agreed, and in an effort to remedy the defective state of affairs resulting from the non-publication of the Contract in the Register of Contracts, the parties negotiate this Agreement on the settlement of obligations in the wording as follows.

Article III RIGHTS

AND OBLIGATIONS OF THE PARTIES

1. By signing this Settlement Agreement, the Parties mutually confirm that the content of the mutual rights and obligations that they are renegotiating by this Agreement is fully and completely expressed in the text of the originally negotiated Agreement, which for these purposes forms an annex to this Settlement Agreement.
2. The Parties further declare that they consider all mutually provided performance under the originally agreed Contract to be performance under this Agreement and that they will not make claims against the other Party for unjust enrichment in connection with the mutually provided performance.
3. For the avoidance of doubt, the Parties simultaneously declare that they consider all the performance and the corresponding consideration provided to date under the originally agreed Contract to be undisputed, performed in accordance with the Contract and this Agreement.
4. Each Party declares at the same time that it has not enriched itself at the expense of the other Party and has acted in good faith.

Article IV

FINAL PROVISIONS

1. This Settlement Agreement shall be concluded on the date of its signature by the last of the parties and shall enter into force on the date of its publication in the Register of Contracts pursuant to the Act on the Register of Contracts. The Parties agree to the publication of the full text of this Settlement Agreement, including the Annex, in the Register of Contracts, following anonymisation of the data in accordance with applicable law. Publication shall be ensured by the Client.
2. This Settlement Agreement shall be drawn up in duplicate, each of the Parties receiving one original. If the agreement is concluded electronically, it shall be concluded in one original signed by electronic signature of the Parties.
3. The Annex is an integral part of this Agreement: Order No. 7103/0219/22.
4. The Parties declare that this Settlement Agreement has been made on the basis of their true and free will, not under duress or otherwise on manifestly unfavourable terms, and in witness whereof the authorised representatives of the Parties have affixed their signatures.



In Brno on:

In Leiden on:

Customer:

Supplier:

for the client

Mgr. xxxxxxxx, LL.M., Director of CEITEC MU

for the supplier

ID: 00216224

DIC: CZ00216224

Masaryk University

CEITEC MU

ICKO: DIC: NL863097182B01

Ossila B.V.

Galileiweg 8

Leiden

NL 2333 Leiden 2333 BD

MU-CEITEC MU

Kamenice 5, bud. C04,
mobile: 776788206

62500 Brno-Bohunice

Project registration number: National Institute of Virology and Bacteriology reg. no. LX22NPO5103

The Supplier declares that it and its subcontractor(s), if any, is not a company in which a public official referred to in Section 2(1)(c) of Act No. 159/2006 Coll., on Conflict of Interest, or a person controlled by it, owns a share representing at least 25% of the shareholder's participation in the company. The Supplier declares that the offered performance is not subject to EU sanctions and that the selected Supplier and its subcontractor(s), if any, are not a person, entity or body on the EU sanctions list or a person, entity or body prohibited from awarding or further performing the public contract (Art. 5k of Council Regulation (EU) No 2022/576 of 8 April 2022 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russia's activities destabilising the situation in Ukraine).

We order from you according to the offer:SO-NL-00189

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Quantity	MJ	Item name	Total amount
1	ks	UV Ozone Cleaner	2 922,15

Total price including VAT: 2 922,15 EUR

Billing address:

Masaryk University
CEITEC-MU
Kamenice 753/5
625 00 Brno
ID: 00216224
DIC: CZ00216224
xxxxxxxxxx

The invoice must state: order number, ID number and CEITEC-MU and project registration number: National Institute of Virology and Bacteriology reg. no. LX22NPO5103

The Customer excludes the acceptance of this order with a deviation.

This contract/order shall become effective on the date of its publication in the Register of Contracts pursuant to Act No.340/2015 Coll., as amended. The Supplier acknowledges the legal obligation to publish this contract/order pursuant to Act No 340/2015 Coll.

The Supplier agrees to publish the contract resulting from this order in the Register of Contracts.

Stamp and signature: