

Customer's contract number: .....

**AGREEMENT ON SETTLEMENT OF UNJUST ENRICHMENT**

(the "Agreement")

concluded pursuant to Section 2991 et seq. of Act No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the "Civil Code") between the following parties:

**Institut molekulární genetiky AV ČR, v. v. i.**

(in English commonly referred to as the "Institute of Molecular Genetics of the Czech Academy of Sciences")

with registered office: Vídeňská 1083, 142 20 Prague 4, Czech Republic

ID: 68378050

DIC: CZ68378050

Represented by: RNDr. Petr Dráber, DrSc., Director

registered in the register of public research institutions maintained by the Ministry of Education, Youth and Sports

(hereinafter referred to as "Customer")

and

**BioLegend Europe B.V.**

with registered office: Pietersbergweg 289, 1105BM Amsterdam, Netherlands

ID number (KVK): 75341441

VAT ID: NL 860245159B01

Represented by [REDACTED]

(hereinafter referred to as "Supplier")

collectively, the "Parties"

**Article I.**

1. The Customer and the Supplier hereby confirm that the Customer sent the Supplier a purchase order (which forms Annex 1 to this Agreement) for the delivery of material specified therein on 10<sup>th</sup> November 2023, whereas the Supplier officially accepted the order and the Supplier delivered the goods on 22<sup>nd</sup> November 2023 and issued a pro-forma invoice on 13<sup>th</sup> November and an invoice - tax-document on 21<sup>st</sup> November 2023.
2. Due to the legal form of the Customer and the value of the goods, the effectiveness of this contract (confirmed order), and therefore the legal basis for its performance, was tied to its publication in the Register of Contracts pursuant to Act No. 340/2015 Coll., on the Register of Contracts, as amended. However, the publication of the contract in the Register of Contracts did not occur due to not having the written confirmation of the order from the Supplier and the delivery of this confirmation to the Customer's order administrator to ensure publication in the Register of Contracts, and therefore the performance by the Supplier is an unjustified enrichment on the part of the Customer.

**Article II.**

1. This Agreement cancels the original obligations of both Parties under the purchase order and replaces them with the obligations under this Agreement.
2. Since the release of the subject of enrichment is no longer possible, and since the Customer has already paid the pro-forma invoice, the Parties agree to settle this unjust enrichment by the Customer paying the amount of EUR 3.297 excl. VAT, corresponding to the value of the goods (as corresponding to the purchase order, where the value was mistakenly listed incl. 21 % VAT), which were provided by the Supplier, on the basis of an invoice, a tax document issued by the Supplier after the entry into force of this Agreement, with a due date of 30 days from the date of its issue by the Supplier. The full amount will be settled against the amount paid on the basis on the pro-forma invoice.
3. After payment of EUR 3.297 excl. VAT by wire transfer to the Supplier's bank account, the Parties shall not have any obligations or claims against each other arising from the performance without legal reason specified in Article I of this Agreement, and shall not have any claims against each other for damages or other losses, contractual penalties, interest on late payment and/or other sanctions.

**Article III.**

1. The mutual rights and obligations of the Parties not expressly governed by this Agreement shall be governed by the laws of the Czech Republic, in particular the Civil Code.
2. This Agreement shall enter into force on the date of signature by the last of the Parties and shall become effective on the date of its publication in the Register of Contracts pursuant to Act No. 340/2015 Coll., on Special Conditions for the Effectiveness of Certain Contracts, Publication of Such Contracts and on the Register of Contracts (the Register of Contracts Act), as amended.
3. The Parties agree that publication in accordance with the Act on the Register of Contracts shall be ensured by the Customer.
4. This Agreement shall be drawn up in two counterparts, each of which shall have the force of an original and of which one counterpart shall be given to each of the Parties. If the Agreement is signed by qualified electronic signatures, it shall be executed in one electronic copy only.
5. The Parties confirm that they have read this Agreement before signing it and that they agree to its contents without reservation. The Agreement is an expression of their true, genuine, free and serious will.

Prague, *9.9.2024***Institut molekulární genetiky AV ČR, v. v. i.**

RNDr. Petr Dráber, DrSc.

Director

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