

Agreement on settlement of unjust enrichment from order No. 0350162141

(hereinafter referred to as the „agreement“)

no. 16581/2024/00

concluded in accordance with § 1746, paragraph 2 of Act No. 89/2012 Coll., Civil Code, as amended,
between the following contracting parties:

Shaper Tools GmbH

Seat: Dieselstr. 26, 70771 Leinfelden-Echterdingen, Germany

Represented by: Dr. Wolfgang Knorr

Tax Id. No.: DE217388594

*as a **seller** on the one hand*

a

Name: **Brno University of Technology**

Component part: **Faculty of Civil Engineering**

Seat: Veveří 331/95, 602 00 Brno, Czech Republic Public

university, not registered in the Commercial Register

Represented by: prof. Ing. Rostislav Drochytka, CSc, MBA, dr.h.c, Dean of FCE BUT

*as a **buyer** on the other side*

I. Description of the facts

The contracting parties enter into this unjust enrichment settlement agreement given that:

1. on September 9, 2024, the contracting parties concluded the contract- order No. 0350162141, the subject of which was Complete Origin System – Shaper Plate, Shaper Origin, Shaper Workstation; this contract was concluded by mutual agreement of the contracting parties;
2. the contracting parties had, according to Section 2 para. 1 letter a) of Act No. 340/2015 Coll., on the Contracts Register, the obligation to publish the contract specified in Part I. point 1 of this agreement in accordance with the procedure according to Act No. 340/2015 Coll., on special conditions for the effectiveness of certain contracts, publication of these contracts and on the Contracts Register (Act on the Register of Contracts), as amended (hereinafter referred to as "ARC");
3. performance was provided from the contract referred to in Part I. point 1 of this agreement, although at the time the performance was provided this agreement was not published in accordance with Section 5 of the ARC and thus did not become effective, and therefore the performance provided has the nature of unjust enrichment of the party receiving such performance, as it was performed without legal reason;
4. in order to adjust the mutual rights and obligations arising from the originally negotiated contract, taking into account the fact that both parties acted with the knowledge of the binding nature of the concluded contract and in accordance with its content fulfilled what they had

mutually agreed upon, and in an effort to remedy the situation arising as a result non- publication of the contract in the register of contracts, the contracting parties negotiate this unjust enrichment settlement agreement as follows.

II. Rights and obligations of the contracting parties

1. The contracting parties state that:
 - a) On September 9, 2024, the seller fulfilled its obligations under the contract listed in Part I. point 1 of this agreement by handing over the Complete Origin System to the buyer.
 - b) The buyer paid the contractual price for the performance performed by the seller in the amount of EUR 3,840.00 by sending it to the seller's account
2. The parties to the above-mentioned fulfillment of the agreement according to letter a) and b) they consider undisputed, in accordance with the contract specified in Part I. point 1 of this agreement, and declare that they accept the performance as their ownership.
3. Both contracting parties declare that they did not unjustifiably enrich themselves at the expense of the other contracting party and acted in good faith.

III. Final Provisions

1. This agreement is concluded on the date of signature of both contracting parties, and becomes effective on the date of publication in the register of contracts.
2. This agreement is governed by Act No. 89/2012 Coll., Civil Code, as amended.
3. This contract is concluded by electronic means, so that each contracting party provides it with its recognized electronic signature.

Annex no. 1 – Contract No. 0350162141 of September 9, 2024

In Leinfelden-Echterdingen on

In Brno on

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Dr. Wolfgang
Knorr
managing director
for the seller

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prof. Ing. Rostislav Drochytka, CSc., MBA
Dean of the Faculty
for the buyer

