

SETTLEMENT AGREEMENT

Česká geologická služba (Czech Geological Survey)

with its registered office at: Klárov 131/3, 118 21 Praha 1, Czech Republic

Registration No.: 00025798

VAT No.: CZ00025798

represented by: Mgr. Zdeněk Venera, Ph.D., ředitel (director)

(hereinafter referred to as the "*Client*")

and

H. Anger's Söhne Bohr- und Brunnenbauges. mbH

with its registered office at: Gutenbergstr. 33, 372 35 Hessisch Lichtenau, Germany

Registration: HRB 2235

VAT No.: DE812502752

represented by: 

(hereinafter referred to as the "*Contractor*")

(Client and Contractor hereinafter also collectively referred to as the "*Parties*")

in accordance with the provisions of Section 1903 et seq. of Act No. 89/2012 Coll., Civil Code, as amended conclude this

Settlement Agreement

(hereinafter referred to as the "*Agreement*"):

1. INTRODUCTORY PROVISIONS

- 1.1. The Parties concluded a Contract for Work no. 723011 for the implementation of a public contract "*Realizace pilotních vrtů pro projekt PUSH-IT*" on 19th January 2024 (hereinafter the "*Contract*").
- 1.2. The Contractor asserts that unexpected geological conditions arose during drilling works which it was not obliged to overcome. The Contractor suspended drilling works on 14th March 2024.
- 1.3. The Client asserts that geological conditions were as expected in the Contract and tender documentation and that the Contractor was obliged to overcome any allegedly unfavoured or harsh geological conditions indicated by the Contractor.
- 1.4. The Parties unsuccessfully negotiated amendment to the Contract after suspension of the drilling works. The Client withdrew from the Contract on 18th October 2024.
- 1.5. The Contractor claims following:
 - 1.5.1. Works, services and costs performed within the scope of the Contract's Cost Sheet in total value **197.137,57** EUR.
 - 1.5.2. Additional works due to geological conditions in total value **211.143,08** EUR.
 - 1.5.3. Price of goods and materials left by the Contractor at the drilling site in total value **6.133,04** EUR excl. VAT.

- 1.6. The Client claims following:
- 1.6.1. Contractual penalty in total value **9.000,-** EUR.
 - 1.6.2. Compensation for damages (already quantified costs) in total value **31.084,-** EUR excl. VAT.
- 1.7. The Client does not acknowledge the claims asserted by the Contractor and the Contractor does not acknowledge the claims asserted by the Client.
- 1.8. Both Parties confirm that they are not pursuing legal or administrative proceedings against each other.
- 1.9. For the avoidance of doubts, the Parties expressly declare that they have not any further claims against each other in connection with the Contract (in addition to the claims described in Articles 1.5 and 1.6) or expressly waive such existing or future claims in connection with the Contract as of the date of signing this Agreement. At the same time the Parties expressly declare that they have not assigned any claims relating to the Contract to a third party and have not granted them as the subject of security.

2. SETTLEMENT AGREEMENT

- 2.1. Both Parties acknowledge that it is their intention that this Agreement is in full and final settlement of all of the claims and disputes related to the Contract and its termination including settlement of damages and unjust enrichment whether or not stated and/or quantified in this Agreement (hereinafter referred to as the "*Claims*").
- 2.2. The Parties agree to settle all the Claims by replacing them with new obligations as follows:
- 2.2.1. The Client buys all goods and materials left by the Contractor at the drilling site "as – is", i.e. effectively without the rights from defective performance, at the purchase price **6.133,04 EUR** excl. VAT (hereinafter referred to as the "*Purchase Payment*").
 - 2.2.2. The Client is obliged to pay the Contractor amount **51.546,-** EUR excl. VAT (hereinafter referred to as the "*Settlement Payment*").
 - 2.2.3. The Settlement Payment and the Purchase Payment as a total sum of **57.679,04** excl. VAT shall be paid to the Contractor's bank account number IBAN: DE 7752 0800 8003 5005 4800, BIC: DRESDEFF520 within 30 days from the effective date of this Agreement.
- 2.3. The Contractor is entitled to withdraw from this Agreement if the Client is in default of payment of the Purchase Payment and/or Settlement Payment for more than 15 days.
- 2.4. For the avoidance of doubt, the Parties acknowledge that as of the effective date of the Agreement they have no claims against each other except for the claims (obligations) in Article 2.2 of this Agreement and that upon fulfilment of the claims (obligations) in Article 2.2 of this Agreement, all of their mutual obligations and claims related to the Contract shall be fully settled.

3. FINAL PROVISIONS

- 3.1. This Agreement is the entire agreement between the Parties and supersedes all previous agreements between the Parties related to the Contract and its termination.
- 3.2. Changes to this Agreement may be made only by written amendments signed by authorized representatives of both Parties.

- 3.3. The Agreement is governed by the laws of the Czech Republic with jurisdiction of the Czech courts.
- 3.4. This Agreement is concluded on the date of signature by both Parties and becomes effective on the date of publication in Contract Register according to Act No. 340/2015 Coll. as amended. The Parties agree that publication in Contract Register shall be ensured by the Client. The Client is obliged to inform the Contractor about the publication of the Contract without delay.
- 3.5. The Parties confirm that they have read this Agreement before signing it and that they agree with its content without reservation. This Agreement is an expression of their true, real, free and serious will.
- 3.6. This Agreement is drawn up in two copies, each of which has the validity of an original and of which each of the Parties will receive one copy.

Signature of the Client

In Prague2025

Signature of the Contractor

In Hessisch Lichtenau.....2025

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Česká geologická služba
Mgr. Zdeněk Venera, Ph.D., ředitel

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