



## Air Navigation Services of the Czech Republic

### Agreement on the set-off of claims

(hereinafter referred to as the “**Agreement**”)

concluded pursuant to Section 1982 et seq. of the Act. No. 89/2012 Coll., the Civil Code, as amended (hereinafter referred to as the “**Civil Code**”)

#### 1. Parties

##### **Air Navigation Services of the Czech Republic (ANS CR)**

A state enterprise incorporated under the laws of the Czech Republic

Represented by: Petr Fajtl, Executive Director of Operations Unit

having its registered office at: Navigační 787, 252 61 Jeneč, Czech Republic

Company Identification Number: 497 10 371

VAT Identification Number: CZ699004742

IBAN: CZ1203001712800000088153

SWIFT code: CEKOCZPP

Registered in the Commercial Register administered by the Municipal Court in Prague, under Ref.

No.: Section A, Insert 10771

(hereinafter referred to as the “**Client**” or “**ANS CR**”)

and

**Thales LAS France SAS** a company incorporated under the laws of France

having its registered office at 2, Avenue Gay Lussac, 78990 Elancourt, FRANCE

Represented by: [REDACTED] [REDACTED]

Registered in the Companies' Register in Versailles (FRANCE)

Bank: BNP PARIBAS – BP 726 – 75827 PARIS CEDEX 17

Thales account number: 3000 4008 1300 0217 3771 051

IBAN: FR76 3000 4008 1300 0217 3771 051

SWIFT code: BNPAFRPPXXX

VAT Identification Number: FR 15319159877

Company Identification Number: 319 159 877

(hereinafter referred to as the “**Contractor**” or “**Thales**”)

(the Client and the Contractor hereinafter jointly referred to as the “**Parties**”)

## 2. Subject matter of the Agreement

- 2.1 On 28 December 2022 Thales and ANS CR entered into contract number 069/2022/IS/033 TopSky – Framework Agreement on System Modifications II (EXIT), the subject matter of which is an agreement on the terms and conditions for modifications to the TopSky system ("**Contract 069/2022**").
- 2.2 Based on Contract 069/2022, partial contracts in the form of Requests for Change have been concluded between Thales and ANS CR.
- 2.3 Thales has a contingent receivable against ANS CR in the amount of EUR 247,500 to pay for modifications of the TopSky system based on Request for Change No. 5 concluded between Thales and ANS CR on 11. 12. 2025 ("**Request for Change No. 5**"), which is payable under the terms and conditions set out in Request for Change No. 5 (hereinafter referred to as "**Thales Claim**")
- 2.4 ANS CR has a due receivable against Thales for payment of a contractual penalty of EUR 247,500 for Thales' delay in delivering part of the service based on Request for Change No. 2 concluded between ANS CR and Thales on December 23, 2022, namely for the delay in delivering modifications pursuant to the ECR NEO-23913 in the period from June 23, 2025 to September 10, 2025 ("**ANS CR Claim**").
- 2.5 Thales undertakes to issue invoices in relation to the Thales Claim in accordance with the terms and conditions set out in Request for Change No. 5 and Contract 069/2022. Thales will add a note to the invoice stating that the invoice will be paid by offsetting.
- 2.6 On the due date of the relevant invoice issued by Thales in relation to the Thales Claim, the Thales Claim will be offset against the ANS CR Claim in the amount in which due Thales Claim meets the ANS CR Claim.
- 2.7 Upon maturity of the last invoice issued by Thales in accordance with the terms and conditions of Request for Change No. 5 and Contract 069/2022, both the Thales Claim and the ANS CR Claim shall be automatically set off and thereby extinguished in full. This set-off and subsequent dissolution of the Thales Claim and ANS CR Claim shall take place on the basis of this Agreement, no separate invoice for ANS CR Claim will be issued and no further action shall be required on the part of Thales and/or ANS CR.

## 3. Final provisions

- 3.1 Publication

The Contractor acknowledges that the Client is bound to publish the Agreement pursuant to Act No. 340/2015 Coll., on special conditions of effect of some contracts, publishing of those contracts and the register of contracts (the Contracts Register Act), as amended, and Act No. 134/2016 Coll, on Public Procurement, as amended. The Contractor further acknowledges that the Client is bound to provide information according to Act No. 106/1999 Coll., on free access to information, as amended.
- 3.2 The Agreement shall be valid upon signature by the Client and the Contractor and shall enter into force on the day when it is registered in the Register of Contracts according to Act. No. 340/2015 Coll., on the Register of Contracts, as amended.
- 3.3 This Agreement is governed by Czech law.

**The Agreement has been signed electronically, only in one electronic copy.**

Digitálně podepsal:  
Fajtl Petr Mgr.  
28.01.2025 14:39:18

.....  
the Client  
Petr Fajtl  
Executive Director of Operations Unit  
Air Navigation Services of the Czech Republic (ANS CR)

