



## Air Navigation Services of the Czech Republic

### **Agreement on Partial Settlement of the Service Contract No. 289/2013/PS/030**

concluded pursuant to Section 1903 et seq. of the Act No. 89/2012 Coll.,  
Civil Code, as amended (hereinafter referred to as the "**Civil Code**")

Hereinafter referred to as the "**Settlement Agreement**")

#### **1. Contracting Parties**

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

A state enterprise existing and organized under the laws of the Czech Republic

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

Company Identification Number: 497 10 371

Tax Identification Number: CZ699004742

Represented by Mr. Jan Klas, Director General

IBAN: CZ1203001712800000088153

SWIFT code: CEKOCZPP

Registered in the Commercial Register of the Municipal Court in Prague, Section A, Insert 10771

(hereinafter referred to as the „**ANS CR**“ or „**Customer**“)

and

##### **RETIA, a.s.**

A company existing and organized under the laws of the Czech Republic

Having its registered office at, Pražská 341, Zelené Předměstí, 530 02 Pardubice, Czech Republic

Company Identification Number: 252 51 929

Tax Identification Number: CZ699003219

Bank: [REDACTED]

Bank Code: [REDACTED]

Account No. [REDACTED]

IBAN: [REDACTED]

BIC/SWIFT Code: [REDACTED]

Represented by: Mr. Roman Bohuněk, Member of the Board of Directors

Registered in the Commercial Register of the Regional [REDACTED]

(hereinafter referred to as the „**Supplier**“)

(ANS CR /Customer and the Supplier hereinafter individually or collectively referred to as a „**Party**“ or the „**Parties**“).

## 2. Preamble of the Settlement Agreement

- 2.1 On May 19, 2014 the Parties concluded the Contract for Work (Contract No. 288/2013/IS/140) in accordance with Section 536 and the following ones of the Act No. 513/1991 Coll., Commercial Code, as subsequently amended (hereinafter referred to as the **"Contract for Work"**).
- 2.2 On May 19, 2014 the Parties concluded the Service Contract (Contract No. 289/2013/PS/030) pursuant to Section 269, paragraph 2 of the Act No 513/1991 Coll., Commercial Code, as subsequently amended (hereinafter referred to as the **"Service Contract"**).
- 2.3 The Parties jointly state that no invoice has been issued and no payment has been made so far in relation to the Service Contract.
- 2.4 The Parties hereby declare in conformity that based on their initial comprehension of the wording of the Article 3., paragraph 3.2 of the Service Contract of the following wording:
- "This Contract is concluded for a definite period of time and shall be effective from the first day of expiration of Batch 1 Warranty period according to Contract No. 288/2013/IS140 for the period of 5 (five) calendar years."*
- the Supplier shall be entitled for the primary invoicing only as of 15.11.2019, i.e. after expiration of the guarantee time of five years from SAT Batch 1, which will only occur on 14.11.2019. Therefore the Supplier has not issued any invoice yet and the Customer has not even reminded yet the Supplier of commencing of the invoicing.
- 2.5 The Parties hereby further declare that based on Article 7, paragraph 7.7 of the Contract for Work of the following wording:
- "The RRS shall be warranted for a period of two (2) years from the date of the corresponding Batch SAT Certificate by the procedure under Article 5.7 (hereinafter referred to as "Warranty period"), covering all deliverables (HW, SW, documentation) supplied in that particular Batch."*
- the first possibility for invoicing under the Service Contract had occurred on the date of 16.11.2016.
- 2.6 In the sense of Article 2, paragraph 2.7 of the Service Contract the Parties hereby declare that, the Supplier's authorization for payments had been documented by a copy of a relevant delivery report, elaborated by the Supplier, containing at least date, time, subject of the delivery, its impact on the RRS and test results if relevant. Based on this fact the Parties declare that the Supplier's obligations according to the Service Contract had been fully performed to the present day, and at the same time fully accepted by the Customer so far.
- 2.7 The Parties hereby agree that the beginning of legal effectiveness of the Service Contract is shifted as of January 16, 2017.

The Customer required a postponement of the starting date of the Warranty period arising from the Contract for Work due to a major amount of observations on SAT Batch 1. This procedure was mutually agreed and the beginning of Warranty period according to the Contract for Work started at the moment when all observations were resolved. This is recorded in 3 protocols:

- Doc RRS\_STR\_Batch1\_SAT\_v1.0 (as attachment to SAT protocol) (14.11.2014)
- Doc RRS\_STR\_Batch1\_SAT\_v1.1-retest (18.12.2014)
- Doc RRS\_STR\_Batch1\_SAT\_v1.2-retest (16.01.2015)

Due to the abovementioned facts, the Warranty period for Batch 1 started on January 16, 2015.

- 2.8 The Parties jointly declare that, from the day of legal effectiveness of the Service Contract to the day of signature of this Settlement Agreement, no invoices have been issued and no payments have been made pursuant to the Service Contract despite of the fact that the Supplier's obligations arising from the Service Contract during the period from January 16, 2017 to the day of signature of this Settlement Agreement have been duly performed (hereinafter referred to as the "**Omitted Invoices and Omitted Payments**").

### **3. Subject of the Settlement Agreement**

- 3.1 Based on the facts mentioned in Preamble of this Settlement Agreement, the Parties hereby agree that a single lump-sum invoice, covering the period from 16.01.2017 to 30.06.2018, for the amount of 142.295,70 EUR (in words: one hundred and forty two thousand two hundred and ninety five euros, seventy cents) without VAT shall be issued by the Supplier without undue delay after June 30, 2018 to settle the Omitted Invoices and Omitted Payments.
- 3.2 Once the lump-sum invoice according to Article 3, paragraph 3.1 of this Settlement Agreement is paid by the Customer, the Omitted Invoices and Omitted Payments shall be considered fully settled.

### **4. Final provisions**

- 4.1 Notwithstanding the subject of this Settlement Agreement, the Parties agree that the Service Contract continues to be legally effective under the terms and conditions as agreed therein.
- 4.2 Publication. The Supplier acknowledges that the Customer is obliged to publish this Settlement Agreement, together with the Contract for Work and the Service Contract, in the Register of Contracts pursuant to the Act No. 340/2015 Coll., on the Register of Contracts, as amended. The Supplier also acknowledges that the Customer is obliged to provide information pursuant to the Act No. 106/1999 Coll., on Free Access to Information, as amended. When this Settlement Agreement together with the Contract for Work and the Service Contract are published in the Register of Contracts, in particular the following information contained in the said documents shall not be provided: Supplier's bank account details, names, email addresses and phone numbers of Parties' contact persons, signatures on the documents, and also trade secret within the sense of § 504 of the Civil Code (trade secret is a price calculation stated in Article 2.1.1 – 2.1.5 of the Contract for Work, amount in Article 3.2.1 of the Contract for Work, price calculation in Article 2.1.1 and 8.30 of the Service Contract).
- 4.3 Personal Data Protection. The Customer and the Supplier shall comply with personal data protection rules pursuant to Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation), i.e. GDPR Regulation, and pursuant to other generally binding legal regulations on personal data protection. More information on data protection on part of the Customer is available on [www.ans.cz](http://www.ans.cz)
- 4.4 The Parties hereby declare, that they have negotiated and read this Settlement Agreement very carefully and fully understand its content.
- 4.5 This Agreement shall be valid and shall come into force upon signature by the Customer and Supplier, but on the date of June 30, 2018 at the latest. However, this Settlement Agreement shall be published in the Register of Contracts before June 30, 2018.
- 4.6 This Agreement has been signed by the Customer and Supplier by their duly authorized representatives in 4(four) original copies, in English.



- 4.7 The Parties declare that, regarding their own national regulations, they are fully entitled to sign the present Agreement.

In Jeneč on

28-06-2018

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las  
Director General, ANS CR

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Supplier  
Mr. Roman Bohuněk  
Member of the Board of Directors  
Retia, a.s.