

Date prepared: 25.02.2016
Short name of the issuer: ELEKTROTIM S.A.
Subject: Information on concluding a reference contract between ELEKTROTIM S.A. (in the consortium with its subsidiary ZEUS S.A.) and the Regional Management of Infrastructure in Szczecin
Legal grounds: Article 56, section 1, subsection 2 of the Public Offering Act – current and periodical information

Content of the Report:

Pursuant to Article 5, section 1, subsection 3 of the Ordinance of the Minister of Finance of 19 February 2009 on current and periodical information and conditions for recognizing as equivalent the information required by law of a non-Member State, ELEKTROTIM S.A. informs that on behalf of the consortium of companies: ELEKTROTIM S.A. and ZEUS S.A. (subsidiary of ELEKTROTIM S.A.) on 25.02.2016 it concluded a contract with the Regional Management of Infrastructure in Szczecin (contract date: 25.02.2016).

The subject of the Contract is carrying out construction works including the modernization of internal and external fencing, outdoor lighting system, Intrusion Detection System, and Access Control System at the Storehouse - of the Regional Material Base - Darłowo and adaptation of 15 warehouses of warfare agents to the applicable requirements in Darłowo.

The value of the subject of the Contract is the gross remuneration amounting to PLN 11,979,800.31 (say: eleven million, nine hundred seventy nine thousand, eight hundred zlotys, 31/100).

The Parties have agreed that the subject of the Contract shall be carried out within 14 months from the handing over of the construction site.

Pursuant to Article 9, section 8) of the Ordinance of the Minister of Finance of 19 February 2009 on current and periodical information, the Board of ELEKTROTIM S.A. provides information specified in Article 9, section 5), i.e. Contractual penalties applicable to the above-mentioned Contract.

The Contractor shall pay the Ordering Party contractual penalties, among others:

- 1) for withdrawing from the Contract by any Party due to reasons attributable to the Contractor in the amount of 10% of the gross value of the offer price,
- 2) for the delay in carrying out works exceeding the date specified in the material and financial schedule by 30 days - in the amount of 0.15% of the totalled value of those elements of works, per each day of delay. This provision shall not apply to the final stage of carrying out works - completion of works.
- 3) for the delay in carrying out the subject of the Contract - in the amount of 0.2% of the offer remuneration, calculated per each day of the delay, from the date of the contractual completion of works,
- 4) for the delay in repairing defects discovered during the final acceptance in the amount of 0.2% of the gross remuneration for the execution of the entire subject of the Contract, calculated per each day of the delay, from the date set by the Ordering Party for repairing the defects.

In justified cases the Parties shall reserve the right to seek supplementary compensation, to the full value of the damage suffered.

The Contract shall be considered as reference in case the value of the Contract exceeds 10% of equity capital of ELEKTROTIM S.A.

The Company, in Current Report No. 7/2016 of 19.02.2016, informed about receiving the notification regarding the selection of the offer by ELEKTROTIM S.A. as the most advantageous.