

Current Report No. 13 / 2011

Date of issue: 31/05/2011

Short name of the issuer: ELEKTROTIM S.A.

Subject: Conclusion of a significant Contract - equipping tram stops on new Plus Tram in Wrocław

Legal grounds: Article 56, section 1, subsection 2 of the Public Offering Act – current and periodical information

Report's Content:

Pursuant to Article 5, section 1, subsection 3 of the Ordinance of the Minister of Finance of 19.02.2009 on current and periodical information provided by securities issuers and conditions for recognising as equivalent the information required by law of a non-Member State, the Management Board of ELEKTROTIM S.A. notifies that on 31 May 2011 the Company concluded a Contract with the Ordering Party - Wrocław Commune, on behalf and in the name of which Wrocławskie Inwestycje Sp. z o.o. is acting.

The subject of the Contract is **design, delivery, and installation of equipment for tram stops and Bike&Ride parks on new sections of Plus Trams routes** in relation with carrying out task no. 02063: "Integrated System of Rail Transport in Metropolitan Area and in Wrocław - Stage 1 in the scope of Task 7.5 Equipping tram stops on new sections of Plus Tram routes."

Total amount of the subject of the Contract is the **flat-rate remuneration of PLN 8,547,115.94** (say: PLN eight million, five hundred forty seven thousand, one hundred fifteen, 94/100).

Term of the Subject of the Contract:

- 1) Stage 1 for Plus Tram route on ul. Bardzka and Świeradowska not later than 31.07.2011 in the scope of installing tram stop shelters and dustbins, and in the scope of installation of remaining equipment - not later than 31.08.2011;
- 2) Stage 2 for Plus Tram route on the section from ul. Legnicka to the route end by the EURO 2012 Arena - not later than 29.02.2012.

In case of failure to perform or improper performance of contractual duties Parties reserve the right to implement contractual penalties in the following cases and of the following amounts: The Ordering Party is entitled to calculate contractual penalties on ELEKTROTIM S.A.: for withdrawal from the Contract due to reasons attributable to the Contractor in the amount of 15% of the total remuneration gross; for untimely submission of the schedule, development and delivery of shop project, delivery and installation, repair of damages discovered by the Ordering Party - for each day of delay 0.05% of the total remuneration gross; for each case of failure to perform actions by the project architect's supervision in the amount of 1% of the total remuneration gross. The Ordering Party reserves the right to claim supplementary damages exceeding the amount of contractual penalties, under the general rules specified in the Civil Code.

The Agreement shall be considered as significant if the its value exceeds 10% of own capital of ELEKTROTIM S.A.