

## POLISH FINANCIAL SUPERVISION AUTHORITY

Current Report No. **22 / 2015**

Date prepared: 14.04.2015  
Short name of the issuer: ELEKTROTIM S.A.  
**Subject: Information about the conclusion of the Contract with the General Directorate of National Roads and Motorways, Branch Office in Wrocław**  
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) , in connection with Article 9, subsection 8) of the Ordinance of the Minister of Finance of 19.02.2009 on current and periodical information provided by securities issuers, ELEKTROTIM S.A. informs that in the last 12 months the participation of ELEKTROTIM S.A. in contracts concluded with the General Directorate of National Roads and Motorways by ELEKTROTIM S.A. as part of some consortia amounted jointly to PLN 46,714,889.24 net which constitutes the basis for transmitting this Report due to the criterion of the entity capital of ELEKTROTIM S.A. (over 10% of entity capital of the Company).

The most recent Contract with the same entity was the contract received by ELEKTROTIM S.A. on 13.04.2015, signed on 02.04.2015, by and between the General Directorate of National Roads and Motorways , Branch Office in Wrocław and the Consortium of the following Companies: ELEKTROTIM S.A. – the Consortium Partner, ZABERD S.A. – the Consortium Leader and ROTOMAT S.A. – the Consortium Partner; the subject of the Contract is the execution of works including the regular maintenance of national roads in the Lubań Region (maintenance works). It is a supplementary Contract to the Contract signed on 11.08.2014 by and between the General Directorate of National Roads and Motorways, Branch Office in Wrocław and the Consortium of the above-mentioned Companies (information about the above-mentioned Contract was included in the Current Report No. 22/2014 of 19.08.2014).

The net remuneration for the execution of the works shall be: PLN 1,493,421.50 (say: one million, four hundred ninety three thousand, four hundred twenty one zlotys, 50/100).

The above-mentioned Contract shall be completed by: 31.05.2015.

Pursuant to Article 9, subsection 8) of the Ordinance of the Minister of Finance of 19.02.2009 on current and periodical information, the Board provides information specified in Article 9, subsection 5) - contractual penalties - with regard to the Contract of the highest value, i.e. the Contract concluded with the General Directorate of National Roads and Motorways in Kraków, on 07.10.2014 on the provision of a comprehensive (summer and winter) maintenance of national roads in the Lesser Poland Voivodeship [Województwo Małopolskie], including the comprehensive maintenance of national roads in the region of Kraków with ZABERD S.A., information in the Current Report No. 29/2014).

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

1. for the delay in execution of the works included in the execution order - in the amount of 1% net value of the ordered works; however not less than PLN 1,000 per each day exceeding the deadline specified in the order,
2. for the day in repairing the faults discovered at the final commissioning, post-warranty commissioning or the commissioning within the statutory warranty - PLN 2,000 per each day of delay, from the day set for the repair of the faults,
3. for not keeping the standard of winter maintenance at any sections of the road in the amount of PLN 5,000 per each breach
4. for the execution of works included in the Contract which fails to follow the ST, guidelines from the Ordering Party or the Contract - PLN 2,000 per each breach discovered by the Ordering Party during the execution of works,
5. for withdrawing from the Contract due to reasons attributable to the Contractor - 10% of the remuneration nett, and other penalties.

The Ordering Party shall pay the Contractor the contractual penalty for withdrawing from the Contract due to reasons attributable to the Ordering Party in the amount of 10% of the Contract value net.

The Ordering Party reserves the right to claim supplemental damages in case the amount of the loss exceeds the contractual penalty.

The above-mentioned Contract shall be considered as reference contract if the total value of all contracts concluded with by ELEKTROTIM S.A. (individual or as part of the consortium) with the General Directorate of National Roads and Motorways within the period of last 12 months, exceeds 10% of entity capital of ELEKTROTIM S.A.