

## POLISH FINANCIAL SUPERVISION AUTHORITY

### Current Report No. 33/2014

Date of issue: 30.10.2014  
Short name of the issuer: ELEKTROTIM S.A.  
Subject: **Conclusion of the contract between the subsidiary of ELEKTROTIM S.A. i.e. PROCOM SYSTEM S.A.**

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

#### Content of the Report:

Having regard to Article 9, subsection 8 of the Ordinance of the Minister of Finance of 19.02.2009 on current and periodical information, the Board of ELEKTROTIM S.A. informs that on 30.10.2014 received from the Board of PROCOM SYSTEM S.A. (subsidiary of ELEKTROTIM S.A.) notification on concluding by the board of **PROCOM SYSTEMS S.A.** on 30.10.2014 the Contract with **KGHM Polska Miedź S.A., Department of the Ore Enrichment Plant in Polkowice.**

The subject of the Contract concluded by PROCOM SYSTEM S.A. on 30.10.2014 is the execution of the system stabilizing the process of working ore in the Area of ZWR Polkowice as part of the strategic project "Automation of the technological process".

The remuneration for performance of the subject of the Contract shall be: **PLN 7,220,000.00 net** (say: seven million, two hundred twenty thousand zlotys).

The Parties agreed that the subject of the Contract shall be executed within 45 weeks from the date of signing the Contract, that is 10.09.2015.

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) including contractual penalties regarding the above-mentioned Contract:

The Ordering Party shall be entitled to impose the contractual penalties onto the Contractor for:

1. withdrawing from the Contract by the Ordering Party due to reasons attributable to the Contractor - 20% of the contractual remuneration,
2. withdrawing from the Contract by the Contractor due to reasons attributable to the Ordering Party - 20% of the contractual remuneration,
3. delay in the execution of the subject of the Contract - 0.1% of the contractual remuneration for each day of delay,
4. delay in starting the repair works (exceeding the reaction time) in the amount of 0.01% of the contractual remuneration for each hour of delay,
5. delay in repairing the faults discovered at the commissioning of the subject of the Contract - 0.1% of the contractual remuneration for each day of delay, from the day set by the Ordering Party for repairing the faults,
6. delay in repairing the faults discovered in the warranty period - 0.1% of the contractual remuneration for each day of delay, from the day set by the Ordering Party for repairing the faults, other.

The Contractor shall be entitled to impose the contractual penalties onto the Ordering Party for:

1. withdrawing from the Contract by the Contractor due to reasons attributable to the Ordering Party - 20% of the contractual remuneration,
2. withdrawing from the Contract by the Ordering Party due to reasons attributable to the Contractor - 20% of the contractual remuneration,
3. delay in the execution of the subject of the Contract - 0.1% of the contractual remuneration for each day of delay,
4. delay in carrying out the final acceptance of the subject of the Contract - 0.1% of the contractual remuneration for each day of delay.

In case the amount of the reserved contractual penalties does not cover the damages, the entitled Party may seek compensation subject to the general rules of the Civil Code.

The Contract shall be considered as a reference contract if the total value the Contracts concluded by PROCOM SYSTEM S.A. exceeds 10% of equity capital of ELEKTROTIM S.A.