

**POLISH FINANCIAL SUPERVISION AUTHORITY**

**Current Report No. 42/2014**

Date of issue: 26.11.2014  
Short name of the issuer: ELEKTROTIM S.A.  
**Subject: Information on concluding a reference Contract with the District Infrastructure Management in Bydgoszcz - building the fire training area in Grupa**  
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 19.02.2009 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 Board of ELEKTROTIM S.A. notifies that on 25.11.2014 it concluded a Contract with the **District Infrastructure Management in Bydgoszcz**. The subject of the Contract is **building the fire training area in Grupa**.

Value of the subject of the Contract is the remuneration of **PLN 19,999,800.00 gross** (say: nineteen million, nine hundred ninety nine thousand, eight hundred zlotys, 00/100), **PLN 16,260,000.00 net** (say: sixteen million, two hundred sixty thousand zlotys, 00/100). The term for completing all the construction works shall be 31.10.2015.

In case of non-performance or improper performance of the contractual liabilities the Parties declare applying contractual penalties in the following cases and of the following amounts:

The Contractor shall be liable for damages in the form of contractual penalties in the following cases and levels:

- a) for the delay in performing the subject of the Contract in accordance with the completion deadlines specified in the Contract  
– 0.25% of the contractual price gross, respectively for each element, for each calendar day of delay,
- b) for the delay in performing other liabilities of the Contractor under the Contract, for which the Contract specified terms – 0.25% of the contractual price gross, respectively for each element, for each calendar day of delay,

- c) for late payment of the remuneration due to the Subcontractors or further Subcontractors – 0.25% of the contractual price gross for each calendar day of delay,
- d) for not filing the draft agreement on subcontracting or the draft of its amendment which subject are construction works for approval – 0.1% of the contractual price gross,
- e) for withdrawing from the Contract due to reasons attributable to the Contractor – 10.0% of the contractual price gross,
- f) for withdrawing from the Contract by the Ordering Party as a result of not keeping by the Contractor terms for repairing defects and faults of the subject of the Contract and improper execution of the Contract – 10.0% of the contractual price gross and other.

The Ordering Party may seek supplementary compensation by documenting its claims in the form of a calculation of the actually incurred damages and their close relation to non-performance or improper performance of the contractual liability by the Contractor.

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

ELEKTROTIM S.A. informed about the above-mentioned case in the context of selecting the offer of ELEKTROTIM S.A. as the most favourable in the carried out proceedings on granting the order with Reports No. 31/2014, 35/2014, 37/2014, and 40/2014.