



CURRENT REPORT 6 / 2013

25 March 2013

Legal basis: Art. 56.1.2 of the Public Offering Act – Current and Periodic Reports.

Subject: Information on Conclusion of Major Contract by Subsidiary

Content:

The Management Board of ZUE S.A. with registered office in Cracow (the “Company”) informs that Przedsiębiorstwo Robót Komunikacyjnych w Krakowie S.A., the Company’s subsidiary (the “Contractor,” “PRK”), concluded today the contract (the “Contract”) with PKP Polskie Linie Kolejowe S.A. with registered office in Warsaw (the “Contracting Authority”).

The Contract provides for design and construction services as part of the following project: “Raising the quality of transport services through the improvement of technical condition of the railway lines no. 1, 133, 160 and 186 on the Zawiercie – Dąbrowa Górnicza Ząbkowice – Jaworzno Szczakowa section.”

The Company informed of the submission of the lowest price tender by PRK in the current report 24/2012 of 30 October 2012 and of the selection of the most advantageous tender in the current report 4/2013 of 31 January 2013.

Gross value of the Contract: PLN 439,291,381.95.

Net value of the Contract: PLN 357,147,465.00.

Completion date: 728 days.

The Contractor is obliged to pay the Contracting Authority the following contractual penalties if the Contractor fails to perform or duly perform the Contract:

- a) 30% of the Contract gross value if the Contract is terminated through the fault of the Contractor;
- b) 1.0% of the gross value of individual defective tasks or works for each day of delay for the failure to meet the deadline for the removal of defects specified in the acceptance protocol or during the defect liability period by the deadline specified in the agreement;
- c) 0.06% of the gross value of individual tasks or works to be accepted and settled for each day of delay in the completion of particular design tasks, works or other activities specified in the schedule;
- d) 0.05% of the Contract gross value for each day of delay in the completion of the works.

The payment of the contractual penalties is without prejudice to the Contracting Authority’s right to claim damages whose amount exceeds the contractual penalties.

The payment of the contractual penalties will not release the Contractor from the obligation to complete the works or any other obligation or liability it may have under the Contract.

The Contractor agrees that the Contracting Authority may deduct the contractual penalties from the net remuneration payable to the Contractor and the performance bond.

The Contract is deemed major since its value exceeds 10% of the Company's equity.

Legal basis: § 5.1.3 of the Ordinance by the Minister of Finance of 19 February 2009 on current and periodic information published by issuers of securities and the conditions for recognizing information required under the law of a non-member state as equivalent.