



CURRENT REPORT 13 / 2014

25 February 2014

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

Subject: Conclusion of Major Contract – the Total of Contracts Concluded With One Entity.

Content:

The Management Board of ZUE S.A. with registered office in Cracow (the “Company”) inform of the contract concluded on 24 February 2014 with Vossloh Cogifer Polska Sp. z o.o. with registered office in Bydgoszcz (the “Counterparty”) following the Counterparty’s acceptance of the purchase order (offer) made by the Company. Given the foregoing, the Company inform that the total net value of the contracts concluded with the Counterparty in the last 12 months is PLN 17,432,580.00.

The contracts provided for the completion and delivery of tram and rail crossovers by the Counterparty to the Company.

The highest value contract (the “Contract”) in the past 12 months was concluded between the Company and the Counterparty on 13 January 2014.

The Contract provided for the completion and delivery of rail crossovers by the Counterparty to the Company.

Net value of the Contract: PLN 4,814,000.

Gross value of the Contract: PLN 5,921,220.

Date of the Contract performance: The crossovers will be delivered in 2014.

Warranty given by the Counterparty: Until 31 March 2018.

The Company may charge the contractual penalty of:

- 1) 0.2% of the delivery gross value for each day of the Counterparty’s delay in the delivery (the total amount of the contractual penalties must not exceed 10% of the Contract gross value);
- 2) 0.2% of the Contract gross value for each day of delay in the removal of defects detected upon the acceptance or during the defect liability period. The penalty will be charged as of the day immediately following the date set for the removal of the defects;
- 3) 10% of the value of the delivery that has not taken place if the Counterparty partly or fully fail to deliver the goods.

For the circumstances referred to in item 1 and item 2 above, the Company may claim additional damages up to the value of actual damage in excess of the contractual penalties.

If the Company decide to give up a part of the deliveries or not to accept them the Counterparty may claim contractual penalty of 10% of the deliveries that have not been accepted.

The contracts are deemed major because their total 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.