



GRUPA ZUE

CURRENT REPORT 43 / 2014

19 December 2014

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

Subject: Conclusion of Major Contract.

Content:

The Management Board of ZUE S.A. with registered office in Cracow (the “Company”) inform that on 19 December 2014, they concluded a contract (the “Contract”) with Przedsiębiorstwo Budowlane Calbud Sp. z o.o. with registered office in Szczecin (the “Contractor”).

Under the Contract, the Contractor shall perform by 31 August 2015, at the request of the Company, a part of the construction works as part of the following task executed by the Company: “Design and construction works consisting of the reconstruction of the Pogodno tram depot in Szczecin as part of the following project: Construction and reconstruction of tracks in Szczecin co-funded by the EU” (the “Major Contract”).

The Company informed of the Major Contract in the current report 33/2013 of 11 October 2013.

Net value of the Contract is PLN 20,250,000. VAT at the applicable rate will be added upon the invoice issue.

The warranty given to the Company by the Contractor is 36 months and 30 days of the final acceptance.

The Contract performance will be secured by an unconditional and irrevocable bond provided to the Company by the Contractor at 10% of the Contract gross value with the following expiry dates:

- 1) 70% of the security – valid for up to 45 days after the defect-free final acceptance date; and
- 2) 30% of the security – valid for up to 30 days after the expiry of warranty or guarantee.



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The contractual penalties payable to the Company by the Contractor for the failure to perform or duly perform the Contract include:

- 1) 0.2% of the Contract gross value for each day of delay in the Contract performance;
- 2) 10% of the Contract gross value for the termination of the entire Contract by any Party through the fault of the Contractor;
- 3) 10% of the Contract gross value for the works the termination refers to for the termination of a part of the Contract by any Party through the fault of the Contractor; and
- 4) 0.2% of the Contract gross value for each day of delay in the Contractor's removal of defects under warranty and guarantee.

The contractual penalties payable by the Company to the Contractor for the failure to perform or duly perform the Contract include:

- 1) 10% of the Contract gross value for the termination of the entire Contract by any Party through the fault of the Company; and
- 2) 10% of the Contract gross value for the works the termination refers to for the termination of a part of the Contract by any Party through the fault of the Company.

The parties have the right to claim damages in excess of the contractual penalties, up to the actual damage.

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.