

## **Report No. 3/2019**

### **Contract for resurfacing**

The Management Board of Stalexport Autostrady S.A. (hereinafter referred to as: "Stalexport Autostrady S.A." or "Issuer"), hereby informs that on 4 February 2019 it was informed by Stalexport Autostrada Małopolska S.A. seated in Mysłowice (hereinafter referred to as: "Employer") that the Employer issued an approval letter dated 4 February 2019 to Pavimental Polska Sp. z o.o. seated in Trzebinia (32-450), ul. Słowackiego 49 (hereinafter referred to as: "Contractor").

The issuance of the aforementioned approval letter means that the Employer accepted the Contractor's bid submitted in the tender procedure for the performance of a lump-sum contract No. HM-4-2019 "Resurfacing 2019-2020" (hereinafter referred to as "Contract").

The net value of the Contract amounts to PLN 49,689,014.68 (hereinafter referred to as: "Approved Net Contractual Value").

In accordance with the Contract 42.4 kilometers of pavement of A4 motorway section Katowice-Kraków are going to be resurfaced.

Together with the approval letter issued by the Employer, an agreement concerning the performance of the Contract was sent to be signed by the Contractor (signed by the Employer on 4 February 2019), the content of which is consistent with the sample agreement presented in tender documents.

Pursuant to clause 27.2 of the instruction for bidders, the notification that the bid was accepted, given by the Employer in the approval letter, shall be considered as entry into the Contract until such time as the Employer and the Contractor sign the agreement.

The General Conditions governing the performance of the relevant Contract shall be "Conditions of Contract for Construction for Building and Engineering Works Designed by the Employer", first edition from 1999, developed by Fédération Internationale des Ingénieurs-Conseils (FIDIC), a copy in the Polish language (fourth Polish-English edition, unamended, 2008). The General Conditions of Contract shall be supplemented by the Specific Conditions of Contract. The General Conditions of Contract shall be binding, unless the Specific Conditions of Contract stipulate otherwise. The General Conditions of Contract and Specific Conditions of Contract together comprise the Conditions of Contract.

The agreement provides for the following contractual penalties for the Contractor:

1. Penalties for delay – pursuant to clause 8.7 of the Conditions of Contract, the limit of contractual penalties equals 10% of the Approved Net Contractual Amount.
2. Penalties for failure to remove defects or malfunctions in works within the applicable time limit – pursuant to clause 11.4 of the Conditions of Contract, the limit of contractual penalties equals 10% of the Approved Net Contractual Amount.
3. Penalties for unjustified disturbances to traffic – pursuant to clause 8.13 of the Conditions of Contract, the limit of contractual penalties equals 2% of the Approved Net Contractual Amount.

Stalexport Autostrada Małopolska S.A. is a wholly-owned subsidiary of Stalexport Autoroute S.à r.l. seated in Luxembourg, which in turn is a wholly-owned subsidiary of Stalexport Autostrady S.A.

### **Legal basis:**

Article 17.1 of Regulation of the European Parliament and of the Council EU No. 596/2014 of 16 April 2014 on market abuse (market abuse regulation) and repealing Directive 2003/6/EC of the European Parliament and of the Council and Commission Directives 2003/124/EC, 2003/125/EC and 2004/72