30/06/2020 Current Report No. 29/2020 (02:04 p.m.)

Topic:
Signing of a significant Construction Works Agreement of the value of PLN 23.3 million for construction of a multi-family residential building at 230 and 228 Grochowska St. in Warsaw

Legal basis:
Article 17(1) MAR - confidential information.

Content of the Report:
The Management Board of Erbud S.A. (Issuer) informs that on 30 June 2020 ERBUD S.A signed a Construction Works Agreement with the following terms:

1. Contract conclusion date: 30 June 2020;
2. Investor (exact name and registered office): BOUYGUES IMMOBILIER POLSKA Sp. z o.o. Al. Armii Ludowej 14, 00-638 Warsaw;
3. Value of the contract: PLN 23,300,000.00 net;
4. Subject matter of the contract: construction of a multi-family residential building at 230 and 228 Grochowska St. in Warsaw;
5. Place of contract performance: 230 and 228 Grochowska St., Warsaw;
6. Performance deadlines: Performance begin – 30.06.2020, Works Completion – 31.01.2022;
7. Payment terms: 30 days from receipt of a correctly issued invoice;
8. Performance bond: PERFORMANCE BOND 10% of the net contract value;
9. Warranty for repair of defects and faults: WARRANTY FOR REPAIR OF DEFECTS AND FAULTS 5% of the net contract value;
10. Other guarantees (type, value, term), guarantee period:
    a. 10 years for all Works, Additional Works and elements of the Project concerning the structure, insulation, roof and façade;
    b. 5 years for all other Works, Additional Works and elements of the Project, provided that the equipment and installations are serviced in accordance with their manual
11. Penalties - in case of failure to perform the agreement or improper performance of the agreement the Employer has the right to charge the Contractor with contractual penalties:
    - 0.025% of the remuneration for each day of the Contractor's delay in performance of the Works, in relation to a given Key Date;
    - 0.1% of the remuneration for each day of the Contractor's delay in obtaining the Project Occupancy Permit (not final) or Final Acceptance;
    - PLN 500 for each day of delay for each unremoved Defect in the parts belonging to the Clients and PLN 200 for each day of delay for each unremoved Defect in the common part of the Project;
    - PLN 1,000 for each day of delay, if the CAR policy is not provided;
    - 10% of the net Remuneration for performance of the Project in a defective manner or in a manner inconsistent with the provisions of the Agreement
    - 10% of the Remuneration in the case of the Investor’s withdrawal from the Agreement for reasons attributable to the General Contractor