Current report no. 10/2023
Date: 2023-03-24
ERBUD S.A.

Subject:
Signing of a Significant Contract to the value of EUR 16.4 million (PLN 76.8 million) with Objekt Schwäbisch Gmünd 1 GmbH for the implementation of the Project: "ECO Village" District consisting of 2 residential complexes of approx. 8,100 m² implemented in wooden modular technology" by a subsidiary of ERBUD S.A. (Issuer) - MOD21 GmbH.

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

Report content:
The Management Board of ERBUD S.A. has received information today from the Management Board of its subsidiary company, MOD21 GmbH, that the subsidiary has received a contract signed by both parties on the following terms:

1. Investor (exact name and registered office): Objekt Schwäbisch Gmünd 1 GmbH, Doblerstraße 1, 72074 Tübingen
2. Contract value: EUR 16,402,500 / PLN 76,791,584
3. Subject of the Contract: "ECO Village" district consisting of 2 residential complexes of approximately 8,100 m²".
4. Place of performance of the Contract: Buchstraße, 73525 Schwäbisch Gmünd
5. Implementation deadlines: Within 4 weeks of the completion of this Contract, the Employer must submit a detailed schedule for production planning, delivery of sample modules and their release, production times for the individual modules, their delivery and assembly and acceptance within the time windows specified in the Contract. Start of production expected on 01.07.2023. Duration to be accepted approx. 57 weeks.
6. Payment terms: "1st instalment: 52% after completion of the modules at the Ostaszewo factory. 2nd instalment: 26% after installation of the modules on site. The Contractor may invoice the 1st and 2nd instalment for the individual modules manufactured or installed on a pro rata basis, with a minimum of 60 modules eligible for an instalment invoice. The final invoice shall represent 22% of the total contract amount: The final invoice represents 22% of the total Contract amount.
   Contractors are entitled to the following advances:
   30% of the total net remuneration within 7 days of the effectiveness of this Contract. The advance payment shall be credited to the 1st instalment in accordance with clause 7.2 at 40% and to the 2nd instalment at 20% and to the final invoice at 40%."
7. Performance bond (value,) Performance bond - 5% of the total Contract value
8. Retention bond (value) Defects liability guarantee -5% of total Contract value
9. Other guarantees (type of guarantee, value): Advance payment guarantee - 30% of the total Contract value
10. Penalties: In the event that the aforementioned deadlines are exceeded by the Contractor culpably, a contractual penalty of 0.1% of the net contract amount for the total services of

the building in question (all related building elements) shall be due. The contractual penalty shall be limited to a total of 5% of the total net Contract amount.