

Current report No. 21/2025

Contract F2b-15-2025 “Reconstruction of the drainage system of the A4 motorway – part VII”

The Management Board of Stalexport Autostrady S.A. with its registered office in Mysłowice (hereinafter: “Stalexport Autostrady S.A.” or “Issuer”) hereby announces that on 9 July 2025 it was informed by Stalexport Autostrada Małopolska S.A. with its registered office in Mysłowice (hereinafter: “the Ordering Party”) that on 9 July 2025, the Ordering Party issued a Letter of Approval to Eurovia Polska S.A. Bielany Wrocławskie, ul. Irysowa 1, 55-040 Kobierzyce (hereinafter: “the Contractor”).

The issuance of the above-mentioned Letter of Approval means that the Ordering Party has accepted the Contractor's bid submitted in the tender for the implementation of contract **F2b-15-2025 “Reconstruction of the drainage system of the A4 motorway - part VII”** (hereinafter: ‘Contract’).

The value of the Contract is PLN 14,778,881.97 net (hereinafter: “Approved Net Contract Amount”).

The following works will be performed under the Contract:

- reconstruction of the existing motorway drainage system in the area of 6 catchment areas: 23s, 24s, 25s, 5.1m, 5.4m, 17.1m.

Together with the Approval Letter issued by the Ordering Party, the Contract Act (signed by the Ordering Party on 9 July 2025) concerning the performance of the Contract, the content of which is consistent with the template presented in the tender documents, was submitted to the Contractor for signature.

In accordance with clause 27.2 of the Instructions for Bidders, the Ordering Party's notification to the Contractor of the acceptance of the bid in the Letter of Approval shall be deemed to constitute the conclusion of the Contract until the Contract Document is signed by the Ordering Party and the Contractor.

The General Conditions for the performance of the Contract in question shall be the “Conditions of Contract for Construction for Engineering and Construction Works designed by the Ordering Party” First edition of 1999, published by the Fédération Internationale des Ingénieurs-Conseils (FIDIC), Polish language edition (fourth English-Polish edition, unchanged, 2008). The General Conditions of the Contract are supplemented by the Special Conditions of the Contract. The General Conditions of the Contract shall remain binding unless the Special Conditions of the Contract provide otherwise. The General Conditions of Contract and the Special Conditions of Contract together constitute the Conditions of Contract.

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

1. penalties for delay - the limit of contractual penalties under clause 8.7 of the Conditions of Contract is 10% of the Approved Net Contract Amount,
2. penalties for failure to remedy defects or faults in the works within the time limit - the limit of contractual penalties under clause 11.4 of the Contract Conditions is 10% of the Approved Net Contract Amount,
3. penalties for unjustified traffic obstructions - the limit of contractual penalties under clause 8.13 of the Contract Terms and Conditions is 2% of the Approved Net Contract Amount.

Stalexport Autostrada Małopolska S.A. is a wholly-owned subsidiary of the Issuer.

Legal basis:

Article 17(1) of Regulation (EU) No 596/2014 of the European Parliament and of the Council 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/EC.