

Current report No. 7/2012

Date prepared: 08.02.2012

Issuer's abbreviated name

POLIMEX-MOSTOSTAL

Subject:

Conclusion of a material contract

Legal basis:

Art. 56 sec. (1) (1) of the Act on Public Offering – confidential information

The Management Board of Polimex-Mostostal S.A. with its registered office in Warsaw at ul. Czackiego 15/17 informs that on 8 February 2012 the Company signed with the Lubelskie Voivodeship with its seat in Lublin a contract for performance of construction works consisting in execution of two separate investment projects called "the Conference Centre in Lublin" and "The Construction of the seat of the Marshal Office in Lublin" with necessary technical infrastructure.

The remuneration for the performed works amounts to PLN 95,765,832.92 net (PLN 117,791,974,49 gross).

The Parties have set the contract performance bond in the amount of 5% of the gross remuneration and the following guarantees:

- on construction and assembly works performed and equipment delivered – 5 years;
- on structural network without active devices – 20 years;
- on the following systems: audio-video system with speakers without active devices, telephone system without active devices and computer system without active devices – 3 years.

The Parties have agreed that the Contractor shall pay the Ordering Party a contractual penalty:

- in the case of delay in the performance of the subject-matter of the Contract in the amount of 0.15% of the gross remuneration for each day of delay;
- in the case of delay in the removal of defects found during commissioning or within the guarantee and warranty period in the amount of 0.15% of the gross remuneration for each day of delay;
- if there are faults in the subject of commissioning that cannot be removed, in the amount of 10% of the gross remuneration for a given scope of works (sectors) related to these faults;
- for withdrawal from the Contract, in the amount of 10% of the gross remuneration.

Furthermore, the Ordering Party shall have the right to seek additional compensation exceeding the amount of contractual penalties to the value of the actual damage suffered.

The value of the Issuer's equity capital has been assumed to be the criterion for considering the Contract to be material.

Signatures of persons representing the Company:

Grzegorz Szkopek - Vice-President of the Management Board