

Current report no. 61/2015

Issue date: 8 October 2015

Abbreviated name of the Issuer: Dekpol S.A.

Subject: Conclusion of a material general contractor agreement

Legal basis: Article 56(1)(2) of the Act on Public Offering – current and periodic information

Contents of the report:

The Management Board of Dekpol S.A. (“Company”, “Issuer”) announces that on 8 October 2015 the Company concluded a general contractor agreement with PRIMA-KL Polska Sp. z o. o. (“Investor”) for the construction works of the production and warehouse hall in Tczew-Rokitki (“Agreement”). The subject of the Agreement is the performance by the Issuer of construction and assembly works together with preparing the detailed design documentation and coordinating the works performed by other subcontractors.

For the performance of the Agreement, the Company will receive remuneration in the net amount of PLN 11.5 million. In accordance with the schedule set out in the Agreement, the works will be performed during the period beginning on the date on which the construction site is handed over by the Investor, no later than on 30 June 2016.

The Agreement gives the Investor the right to demand that the Company pays a contractual penalty amounting to 10% of the net amount of the remuneration in cases where the Investor can withdraw from the Agreement with immediate effect, regardless of whether it withdraws from the Agreement or not, that is when:

- any of the Company's obligations resulting from the Agreement is not performed or is performed improperly and in the Investor's opinion it jeopardises the performance of the Agreement,
- the Company refuses to take over the construction site or fails to meet the deadline for the takeover,
- the performance of works is more than 30 days behind the schedule,
- not all the guarantees and insurance documents are delivered,
- a significant change in relations occurs, as a result of which the legal, financial or economic position of the Issuer deteriorates.

The Agreement also provides for contractual penalties related to delays with regard to the deadlines indicated in the schedule (0.1% of the net amount of the remuneration for each day of delay, but no more than 10% of the net remuneration) or in the case of a delay in the removal of faults during the guarantee period (0.05% of the net amount of the remuneration for each day of delay). The Parties to the Agreement have agreed that the claim for any contractual penalty does not deprive the Investor of the right to seek compensation exceeding the penalty.

The Agreement has been considered material because of its value, which exceeds 10% of the Issuer's equity.