



(TRANSLATION ONLY)

Current report No: 31/2024

Prepared on: 2024-07-30

Issuer's abbreviated name: TORPOL S.A.

Subject: Information on cooperation with a subcontractor

Legal Grounds:

Article 17(1) of MAR – Confidential Information

Contents of the Report:

The Management Board of TORPOL S.A. [Company, Issuer] announces that on 30 July 2024, an agreement was concluded with a consortium consisting of ALSTOM POLSKA S.A. (Consortium Leader) and Krakowskie Zakłady Automatyki S.A. (Consortium Partner) [Subcontractor] an agreement for the Subcontractor to design and execute certain construction works [Agreement] in connection with the work carried out by the Issuer for PKP Polskie Linie Kolejowe S.A. [Principal] on a contract entitled "Realisation of construction works and execution of a detailed design and execution of construction works for the installation of railway traffic control devices, railway telecommunication network devices, dynamic travel information system on the section Katowice Szopienice Południowe – Katowice - Katowice Piotrowice" within the project entitled "Works along the main passenger routes (E 30 and E 65) in the area of Silesia, Stage I: E 65 line on the section Będzin - Katowice Szopienice Płd. - Katowice - Katowice Piotrowice", about which the Company informed in current report no. 8/2024 of 05.04.2024 [Main Contract]. The value of the Agreement is approximately PLN 196.9 million net.

The completion date for the works covered by the subject of the Agreement was set at 48 months from the date of signing the Main Agreement, i.e. from 05 April 2024.

The period of the Subcontractor's quality guarantee and warranty for defects covers the same period as the guarantee period granted to the Ordering Party by the Issuer based on the provisions of the Main Agreement, extended by 15 days.

The agreement provides for the possibility to charge contractual penalties, inter alia, in the event of untimely or improper performance of its subject matter, with the limit of contractual penalties limited to 30% of the value of remuneration. Payment of the contractual penalty does not deprive the Issuer of the right to claim compensation on general terms exceeding the amount of the reserved contractual penalty.

The remaining terms and conditions of the Contracts, including their security and the possibility of withdrawal or termination, do not differ from those commonly used for this type of contract.