

The Management Board of Feerum S.A. based in Chojnów ("**Issuer**") informs that on August 2, 2024 it signed an agreement ("**Agreement**") with the company BIO-NIK ELEKTRA sp. z o.o. based in Grodziec ("**Purchaser**"). The subject of the Agreement is the manufacture, delivery, installation and commissioning of a storage and drying facility by the Issuer.

The storage and drying facility will be located in Kisielice, Warmian-Masurian Voivodeship.

The Procuring Entity intends to finance the investment to be carried out under the Agreement with a grant provided under the National Recovery Plan "*Investments to diversify and shorten the supply chain of agricultural and food products and build the resilience of actors in the chain*" (the "**Subsidy**"). The Procuring Entity has applied for the Subsidy; however, to date, it has not received a decision in this regard. The Procuring Entity is required to inform the Issuer of receipt of a decision on the Subsidy within 5 days from the date of receipt of such decision.

In the event that the Contracting Authority receives a negative decision on the Subsidy, the Agreement will automatically terminate without consequences for any of the parties to the Agreement.

The storage and drying facility will be implemented within 47 weeks from the day the Employer receives a positive decision on the Subsidy.

The Principal shall pay the Issuer a total of PLN 17,123,036.36 gross (i.e. PLN 13,921,167.77 net) under the Agreement (the "**Remuneration**") as follows: (i) 15% of the Gross Remuneration will be paid by way of an advance payment within 14 days from the date the Issuer obtains a positive decision on the Subsidy; (ii) 75% of the Gross Remuneration will be paid in accordance with the progress of the work, on the basis, drawn up at the end of each calendar month, of the work acceptance reports; (iii) 10% of the Gross Remuneration will be paid after the final acceptance.

If the decision on the Subsidy is not issued by September 30, 2024, then, until the decision is obtained, the Issuer will be entitled, at the end of each subsequent quarter, to verify the amount of the Remuneration and, in the event of an increase in the prices of materials or purchase elements, production costs or external services, to present a recalculation of the Remuneration to the Ordering Party with a request to conclude an annex to the Agreement. If, within 14 days of receipt of the above request by the Ordering Party, the parties to the Agreement do not conclude an appropriate annex to the Agreement to take into account the recalculation of the Remuneration, the Issuer shall be entitled to withdraw from the Agreement with immediate effect without any consequences.

The Issuer has provided the Ordering Party with a 36-month quality warranty on the delivered equipment, commencing upon final acceptance.

The Issuer's liability for damages, both in contract and in tort, has been limited to the damages actually incurred by the Ordering Party, excluding lost profits, with the proviso that the total compensation paid by the Issuer may not exceed the amount equivalent to 5% of the total net Remuneration.

The other terms of the Agreement do not differ from those commonly used in such agreements.