

Polish Financial Supervision Authority**Current report** **No. 2 / 2022**Report date: 11th February 2022

Abbreviated issuer name:

PATENTUS S.A.

Subject:

Turnover with Polska Grupa Górnicza S.A. for the total value meeting the significant agreement criteria.

Legal grounds:

Article 17 paragraph 1 MAR - confidential information.

Report content:

Management Board of PATENTUS S.A. ("Company, Issuer", "Contractor") informs, that in the period from 2nd August 2021 to 10th February 2022 as part of cooperation with Polska Grupa Górnicza S.A. with its registered office in Katowice ("Ordering Party," PGG ") concluded agreements with PGG and received orders from PGG for the total net amount of PLN 16 503 881.00.

Agreement of 10th February 2022 ("Agreement") is considered as agreement of the highest value and both parties adopted as the date of its conclusion

- the date of the last signature.

-Subject of the agreement: Delivery of a new face conveyor - execution of linear and inspection segments with the internal width of the trough = 790 mm, according to PGG S.A.'s own documentation - task no.1 for PGG S.A. branch of KWK Myslowice – Wesola.

□ Completion time:

-Delivery up to 20 weeks from the date of order delivery (via e-mail) to the Contractor. The order shall be delivered no later than 4 weeks from the Agreement conclusion date.

□ Subject of the Agreement value: PLN 16 226 000.00 net;

□ Warranty:

General warranty for the subject of the order stands at 24 months from the Final Acceptance Protocol date, but no longer than the offered warranty period extended by 6 months from the date of the Completeness of Delivery Protocol to the Ordering Party's warehouse, excluding components for which a detailed warranty has been granted, as defined below.

Detailed warranty: PZS drive hulls and trough haulage - 3 million tons of transported output or 36 months from the date of commissioning underground, whichever occurs first, PZS attached troughs and chain drums - 1.5 million tons of transported output or 24 months from the date of commissioning underground, whichever occurs first, gears and clutches - 24 months from the date of commissioning underground, drive units, motors and other electrical devices - 24 months from the date of commissioning underground, chains for the under-wall scraper conveyor - 12 months from the date of commissioning underground.

a) Warranty for the components or elements of devices repaired under the warranty, with the exception of elements for which a detailed warranty has been granted - 12 months from the date of the service, but not shorter than the general warranty;

b) Detailed warranty does not shorten the general warranty;

c) Warranty does not cover consumables, i.e. fuses, oils, greases.

d) Warranty for quick-wearing elements with reduced service life, i.e. ejectors and ejector plates, overload protection, replaceable drive slides, coupling inserts, o-rings and seals - 12 months from the Final Acceptance Protocol date, but not longer than 24 months from the date of the Protocol of completeness of delivery to the Ordering Party's warehouse.

□ Contractual penalties:

- Ordering Party may charge the Contractor with contractual penalties, the calculation grounds of which is the net value of the subject of the agreement;

1) for withdrawal from the agreement by one of the parties for reasons attributable to the Contractor (other than those indicated in point 2) below) in the amount of 20% of the net value of the unrealized part of the agreement in the scope of the task the withdrawal concerns,

2) for withdrawal from the agreement by one of the parties in the case of the subject of Agreement non-delivery in the amount equal to the cost of a replacement item acquisition by the Ordering Party and 2% of the net agreement value;

3) in the amount of 0.1% of the net value of the not delivered on time part of the order for each day of delay beyond the deadline specified in § 5 up to 10 days inclusive,

4) in the amount of 0.2% of the net value of the not delivered on time part of the order for each day of delay exceeding 10 days beyond the date of completion specified in § 5

5) in the amount of 0.01% of the net agreement value for the warranty service reporting at the registered office of the Ordering Party for repair within more than 8 hours from the date of notification for each hour of delay;

6) in the amount of 0.2% of the net agreement value for inability to remove the reported failure within 24 hours from the start of the service team to repair to the Contractor, for each started day of delay;

7) in the amount of 0.2% of the net agreement value for not removing the reported failure within 24 hours from the start of the repair by the Contractor's service team, for each commenced day of delay.

8) the value of charged contractual penalties in the cases referred to in sec. 3) and 7), may not exceed 10% of the net agreement value;

9) in the event of detection that the works are carried out on the premises of the mining plant by the Contractor's employees unable to communicate in Polish in speech and writing to a degree that determines communication - in the amount of PLN 200 for each case;

10) for the delay in presenting the documents which, in accordance with the SOPZ, are to be submitted by the Contractor in the amount of PLN 100 each day of delay;

11) for breach of the confidentiality obligation by the Contractor in the amount of 5% of the net agreement value;

12) In the event of detection of Contractor's employees at the stage of coming to work or during the performance of works:

1) state after alcohol usage; (the state after alcohol usage occurs when the breath alcohol content equals or leads to the presence of 0.1 mg to 0.25 mg of alcohol in 1 dm³ corresponding to the blood alcohol concentration from 0.2‰ to 0.5‰ of alcohol)

2) state of intoxication; (the state of intoxication occurs when the breath alcohol content equals or leads to the presence of above 0.25 mg of alcohol in 1 dm³ corresponding to the blood alcohol concentration above 0.5‰)

3) state under the influence of drugs or other substances, the impact of which on the employee's body prevents the proper performance of employee duties; (other substances)

4) using/consuming alcohol, drugs or other aforementioned substances during the performance of works or in the workplace;

5) bringing alcohol, drugs or other aforementioned substances to the workplace,

the Contractor is obliged to pay the Ordering Party a contractual penalty in the amount of PLN 1 000.00 (one thousand zlotys 00/100) for each disclosed case

1. In the event of the disclosure of the Contractor's employee/s seizure of the Ordering Party's property or property belonging to companies based on the Ordering Party's premises, the Contractor shall fully cover the losses resulting from the seizure, and will pay the Ordering Party a fine of PLN 1 000.00 (one thousand zlotys 00/100) for each disclosed case.

2. Ordering Party may charge contractual penalties in the event of difficulties in the commencement or conduction or completion of the Audit mentioned in § 10, due to reasons attributable to the Contractor:

1) after the ineffective expiry of the deadline specified in the Ordering Party's request to enable the commencement or conduction or completion of the Audit - in the amount of 0.1% of the net value mentioned in § 3 item 1), for each started day in which it was impossible to properly commence, conduct or complete the Audit.

2) in the event of repeated difficulties in the commencement or conduction or completion of the Audit due to reasons attributable to the Contractor the Ordering Party is entitled to charge contractual penalties without prior call in the amount specified in item 1).

PATENTUS SPÓŁKA AKCYJNA

(full issuer name)

PATENTUS S.A.
(abbreviated issuer name)

Electro engineering industry (ele)
(sector acc to WNE classification)

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SIGNATURES OF THE COMPANY'S REPRESENTATIVES:

Date	Name and Surname	Position/Function	Signature
11 th February 2022	Józef Duda	President of the Management Board