

**Polish Financial Supervision Authority****Current report****No. 2 / 2023**Report date: 3<sup>rd</sup> January 2023

Abbreviated issuer name:

PATENTUS S.A. ....

**Subject:**

Conclusion of a significant agreement with Polska Grupa Górnicza S.A..

**Legal grounds:**

Article 17 paragraph 1 MAR – confidential information.

**Report content:**

Management Board of PATENTUS S.A. ("Company", "Issuer", "Contractor") informs, that on 3<sup>rd</sup> January 2023 an information was received, on signed agreements numbered 402201142; 402201143; 402201146 concluded between Polska Grupa Górnicza S.A. (PGG) and PATENTUS S.A.:

Subject of the Agreement:

Delivery of a new longwall scraper conveyor with a longwall crusher – Task no.1 – agreement no. 402201142.

Delivery of a new face scraper conveyor – Task no. 2 – agreement no. 402201143.

Delivery of a new PZP-PT mobile tail piece – Task no. 5 – agreement no. 402201146.

Completion time:

-Delivery up to 20 weeks from the date of Purchase Order delivery (via e-mail) to the Contractor. Delivery of Purchase Order shall not be later than 4 weeks from the agreement conclusion date.

Agreements total net value:

task no. 1 – agreement no. 402201142: PLN 22 480 000.00 (in words: twenty-two million four hundred and eighty thousand zloty 00/100) + VAT;

task no. 2 – agreement no. 402201143: PLN 9 100 000.00 (in words: nine million one hundred thousand zloty 00/100) + VAT;

task no. 5 – agreement no. 402201146: PLN 600 000.00 (in words: six hundred thousand zloty 00/100) + VAT.

Warranty:

1) General warranty period for the Subject of the Order stands at min. 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 period was granted, as determined below.

2)Detailed warranty period:

1.PZS drive units hulls and trough haulage: 3 million tons of transported output or 36 months from the date of commissioning underground, whichever occurs first,

2.PZS attached troughs and chain drums: 2 million tons of transported output or 24 months from the date of commissioning underground, whichever occurs first,

3.PZS drive units hulls and trough haulage: 2 million tons of transported output or 24 months from the date of commissioning underground, whichever occurs first,

4.PZS attached troughs and chain drums: 2 million tons of transported output or 24 months from the date of commissioning underground, whichever occurs first,

5.PZP chain drums: 1 million tons of transported output or 24 months from the date of commissioning underground, whichever occurs first,

6.gearboxes and clutches: 24 months from the date of commissioning underground,

7.drive units, motors and other electrical devices: 24 months from the date of commissioning underground,

8.chains for the longwall scraper conveyor and face scraper conveyor – 12 months from the date of commissioning underground.

9. crusher drum bearings (regards face conveyors): 1.5 million tons of transported output or 24 months from the date of commissioning underground, whichever occurs first,

10. longwall crusher hull, longwall crusher routing components: 2 million tons of transported output or 24 months from the date of commissioning underground, whichever occurs first,

11. longwall crusher dedicated shaft with bearings: 1.5 million tons of transported output or 18 months from the date of commissioning underground, whichever occurs first,

12. longwall crusher beaters: 12 months from the date of commissioning underground.

- 3) Warranty period for equipment subassemblies or components repaired under warranty (excluding subassemblies and components covered by detailed warranty) - min. 12 months from the date of repair service performance, but not less than the general warranty period.
  - 4) Detailed warranty period does not affect the duration of general warranty period.
  - 5) Consumables, i.e. fuses, oils, lubricants, are not covered by the warranty.
  - 6) Warranty for fast-wearing components with reduced service life, i.e. ejectors and ejector plates, excessive load protection, replaceable 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 Completeness of delivery to the Ordering Party's warehouse.
  - 7) Warranty granted cannot be conditioned by the contamination of the transported output.
  - 8) Throughout the warranty period, the Ordering Party shall, at Contractor's each request, provide data on the quantity of transported output, yet not as often as once a quarter.
- Deadline for removal of defects and faults that arose during the Subject of the Order delivery - up to 7 days from the delivery date.

Contractual penalties:

- 1) for withdrawal from the agreement by one of the Parties for reasons attributable to the Contractor in the amount of 20% of the net value of the unperformed part of the agreement in the scope of the task the withdrawal concerns,
  - 2) in the amount of 0.1% of the net value of the not delivered on time Subject of the Order for each day of delay beyond the determined in § 5 deadline up to 10th day inclusive,
  - 3) in the amount of 0.2% of the net value of the not delivered Subject of the Order for each day of delay exceeding 10 days beyond the date of completion determined in § 5,
  - 4) in the amount of 0.01% of the Subject of the Agreement net value for the warranty technical service reporting at the registered office of the Ordering Party for repair within the period exceeding 4 hours from the notification for each hour of delay;
  - 5) in the amount of 0.1% of the Subject of the Agreement net value for each hour of failure, to be removed under warranty obligations, after exceeding 36 hours of total downtime in a given month as a result of this type of failure,
  - 6) in the amount of 0.2% of the Subject of the Agreement net value for inability to remove the reported failure within 8 hours from the Contractor's technical service team notification, for each started day of delay.
  - 7) the value of the charged contractual penalties cannot exceed 10% of the net agreement value,
  - 8) in the event of detection that the works are conducted at the mining plant premises 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 detected case,
  - 9) for the delay in documents submission which, in accordance with the SOPZ, are to be submitted by the Contractor in the amount of PLN 100 each day of delay,
  - 10) for breach of the confidentiality obligation by the Contractor in the amount of 5% of the net agreement value,
  - 11) in the event of detection of Contractor's employees at the stage of coming to work or during the performance of works:
    - a) 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 dm<sup>3</sup> corresponding to the blood alcohol concentration from 0.2‰ to 0.5‰ of alcohol);
    - b) 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 1dm<sup>3</sup> corresponding to the blood alcohol concentration above 0,5‰)
    - c) 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; (further other substances),
    - d) using / consuming alcohol, drugs or other aforementioned substances during the performance of works or in the workplace;
    - e) bringing alcohol, drugs or other aforementioned substances to the workplace,-in the amount of PLN 1 000.00 for each disclosed case
  - 12) for breach of the confidentiality obligation by the Ordering Party a contractual penalty in the amount of 5% of the net agreement value may be charged by the Contractor,
- 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.
- Ordering Party may charge contractual penalties in the event of difficulties in the commencement or conduction or completion of the Audit, 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 notification in the amount specified in point 1).
- Shall the Contractor fail to deliver the Subject of the Agreement, Subject of the Agreement shall be incomplete, or Contractor shall evade the performance of the warranty services referred to in § 20 of the Agreement, the Ordering Party is entitled to order a substitute performance.

- Shall the Ordering Party order the delivery of the unperformed by the Contractor Subject of the Agreement (e.g. not delivered), or shall the Ordering Party order the delivery of unperformed parts / components of the delivered Subject of the Order, the Contractor is obliged to reimburse the equivalent of the undelivered Subject of Agreement or the equivalent of unperformed Subject of the Agreement parts / components and - as a result of the aforementioned – to charge the Contractor a contractual penalty in the amount of 2% of the Subject of the Agreement net value, or 10% of the unperformed parts / components value respectively.
- Shall the Ordering Party subcontract the warranty services performance, which the Contractor refuses to perform to a third party (substitute performance), the Contractor is obliged to reimburse the value of subcontracted services.
- Reimbursement amounts referred to in sec. 5 and 6 shall be determined on the basis of an agreement with the entity which was instructed to deliver the unperformed parts or perform warranty services, respectively.
- Contractor may charge the Ordering Party a contractual penalty for withdrawal from the agreement by one of the parties for reasons attributable to the Ordering Party in the amount of 20% of the net value of the unperformed part of the agreement in the scope of the task to which the withdrawal relates.
- Total maximum value of contractual penalties attributable to the Ordering Party shall not exceed the agreement value.

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 PATENTUS SPÓŁKA AKCYJNA

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 PATENTUS S.A.  
 (abbreviated issuer name)

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 (sector acc. to WNE classification)

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