

**Polish Financial Supervision Authority****Current report****No. 5 / 2023**Report date: 15<sup>th</sup> February 2023

Abbreviated issuer name:

PATENTUS S.A. ....

**Subject:**

Conclusion of a significant agreement with Polska Grupa Górnicza S.A. KWK Piast – Ziemowit Branch.

**Legal grounds:**

Article 17 paragraph 1 MAR - confidential information.

**Report content:**

Management Board of PATENTUS S.A. ("Company", "Issuer", "Contractor") informs that on 14<sup>th</sup> February 2023 an information was received on PAT 23.007-26 Agreement conclusion between Polska Grupa Górnicza S.A KWK Piast - Ziemowit Branch (PGG, Ordering Party) and PATENTUS S.A.

Subject of the Agreement:

Delivery of a new longwall scraper conveyor, for longwall 504 on deck 215 for PGG S.A. KWK Piast-Ziemowit Ruch Ziemowit Branch – task no. 2.

Completion time:

Delivery up to 20 weeks from the date of Purchase Order delivery (via e-mail) to the Contractor. Handover of the Subject of the Order will take place no later than 10 weeks from agreement conclusion date.

Total Agreement Value: PLN 9 150 000.00 + 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 > 1.5 million tons of transported output or 18 months from the date of commissioning underground, whichever occurs first,

2. PZS attached troughs and chain drums: 1 million tons of transported output or 18 months from the date of commissioning underground, whichever occurs first,

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

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

5. chains for the longwall scraper conveyors – 12 months from the date of commissioning underground.

3) Warranty period for equipment subassemblies or components repaired or replaced 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, crusher drive belts and light bulbs 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) Granted warranty 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.

Within the price for the Subject of the Agreement execution, the Contractor provides:

1) throughout the warranty period, 24-hour warranty service on all days of the week with a full scope of spare parts,

2) arrival of the technical service team within no more than 8 hours from the moment of notification by the Ordering Party,

3) delivery of spare parts necessary to remove failures, the necessity of replacement of which was detected throughout those failures removal, within a mutually agreed period, but not longer than 8 hours from the moment of the necessity of replacement detection.

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 up to 10th day inclusive,

3) in the amount of 0.2% of the net value of the not delivered on time part of the Subject of the Order for each day of delay exceeding 10 days,

4) in the amount of 0.01% of the net agreement value in the scope of the task it concerns for the warranty technical

Polish Financial Supervision Authority

service reporting at the registered office of the Ordering Party for repair within the period exceeding 8 hours from the notification for each hour of delay;

5) in the amount of 0.1% of the net agreement 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 net agreement value in the scope of the task it concerns for inability to remove the reported failure within 24 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) 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 1 dm<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 the Contractor may charge a contractual penalty in the amount of 5% of the net agreement value,

-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.

-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 cannot exceed the agreement value.

-Deadline for payment of the accounting note issued for contractual penalties shall be set for 30 days from the accounting note issue date.

-Ordering Party may deduct the accrued contractual penalties from the Contractor's remuneration.

-Parties to the contract may, on general terms, claim damages exceeding the amount of contractual penalties.

PATENTUS SPÓŁKA AKCYJNA

(full issuer name)

PATENTUS S.A.  
(abbreviated issuer name)

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(sector acc. to WNE classification)

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## SIGNATURES OF THE COMPANY'S REPRESENTATIVES:

Date	Name and Surname	Position/Function	Signature
15 <sup>th</sup> February 2023	Stanisław Duda	Vice President of the Management Board	.....