

**Polish Financial Supervision Authority****Current report**                      **No 11 / 2021**Report date: 2<sup>nd</sup> of August, 2021

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 30<sup>th</sup> of July, 2019 to 2<sup>nd</sup> of August, 2021 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 11 370 458.47.

The agreement of the highest value is the agreement of 12<sup>th</sup> of July, 2021 ("Agreement").

Pursuant to the Agreement's provisions, PATENTUS S.A. will execute an assignment no. 2, the subject of which is "Financial leasing together with the delivery of a new under-wall scraper conveyor to the W-4 longwall in the 505wd seam for PGG S.A, KWK Ruch Marcel Division.

Completion time:

-up to 16 weeks from the date of order delivery to the Contractor;

Subject of the Agreement value: PLN 5 283 889.10 net;

Warranty:

General warranty for the subject of the agreement 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 Protocol for completeness of delivery to the Ordering Party's warehouse, excluding items for which a specific warranty has been granted.

Detailed warranty: PZS drive hulls and trough haulage - 1.5 million tons of transported output or 18 months from the date of commissioning underground, whichever occurs first, PZS attached troughs and chain drums - 1.0 million tons of transported output or 18 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 - 18 months from the date of receipt by the Ordering Party's warehouse;

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) The 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 in the amount of 20% of the net value of the agreement;

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

3) 0.1% of the net value of the Agreement for each day of delay beyond the completion date specified in § 5 up to the 10<sup>th</sup> day included;

4) 0.2% of the net value of the Agreement for each day of delay exceeding 10 days beyond the completion date;

5) in the amount of 0.01% of the net value of the Agreement for the warranty service reporting at the registered office of the Ordering Party for repair within more than 6 hours from the date of notification for each hour of delay;

6) in the amount of 0.2% of the net value of the Agreement 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 cases referred to in sec. 6 and 7, in the amount of 2% of the net value of the Agreement, for each identified case;

8) the value of charged contractual penalties may not exceed 10% of the net value of the Agreement;

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 0.01% of the net value of the Agreement for each day of delay;

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

- 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;

2) state of intoxication;

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;

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

5) bringing the 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. The state after alcohol usage occurs when the breath alcohol content 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, and the state of intoxication above 0,5‰ (Act of 26<sup>th</sup> of October, 1982 on upbringing in sobriety and counteracting alcoholism). In the event of detection that the Contractor's employee is under the influence of alcohol or intoxicated, and if they report to work under the influence of drugs or other substances, the impact of which on the employee's body prevents the proper performance of their duties, they should be reported to the Contractor's employee responsible for the performance of the agreement.

- 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 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 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 of the Agreement, for each started day in which it was impossible to properly commence, conduct or complete the Audit.

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
2 <sup>nd</sup> of August, 2021	Józef Duda	President of the Management Board	.....