

Polish Financial Supervision Authority**Current report** **No 6 / 2019**Report date : 7th of February 2019

Abbreviated issuer name:

PATENTUS S.A......**Subject:**

Conclusion of a significant contract and execution of orders under contracts.

Legal grounds:

Article 17 paragraph 1 MAR - confidential information.

Report content:

The Board PATENTUS S.A. (the "Company", "Issuer") announces that during the period from 23rd January 2018 to 7th February 2019 – received from Jastrzębska Spółka Węglowa S.A. ("Ordering Party", "JSW") with registered office in Jastrzębie Zdrój, orders under the contracts for a total value of 9,074,762.54 PLN plus VAT.

The contract with the highest value is the agreement of 31st January 2019 (the "Agreement")

The subject of the Agreement is the delivery of a brand new sub-panel complex together with the necessary production equipment of PATENTUS S.A. for JSW S.A. KWK Pniówek ("Subject of the Contract").

- The total value of the Contract is 4 699 123.00 PLN plus VAT.
- Deadline for the Contract: up to 20 weeks from the date of its conclusion
- Warranty:

1) The Contractor shall grant a guarantee for 24 months from the date of the final technical acceptance of the equipment in the underground mine's mining facility, excluding mining chain links, which guarantee is 12 months from the date of delivery.

2) The Contractor shall provide a quality guarantee for assemblies, subassemblies or parts replaced or repaired under the guarantee, amounting to 24 months from the date of replacement or repair. On the basis of the guarantee granted, the Ordering Party may demand from the guarantor or persons authorized by him to remove a breakdown or defect, replace devices or repair them, including replacement of parts and subassemblies, excluding:

- fast-wearing components, subject to normal wear during use (excluding material defects), which include: gaskets, sealing washers, screws, O-rings, scraper slides, ejector plates, ejectors, linings of friction elements, coupling inserts
- and consumables (excluding material defects), which include: fuses, oils and lubricants

The Contractor will proceed with the repair of the device within 8 hours from the time of notification. As part of the guarantee, the Contractor is obliged to repair the device (removal of a breakdown or defect) within 24 hours from the moment of delivery by the Employer of parts, teams of subassemblies from the area of the Employer's plant to the place of repair. The Contractor shall ensure delivery to the Contracting Party of each part or subassembly within no more than 8 hours from the moment of notification.

- Penalties:

- Purchaser may charge the Contractor a contractual penalty of 0.1% of the total gross price agreements for each day of delayed
- Purchaser may charge the Contractor with a contractual penalty in the amount of 0.1% of the total gross Contract price for each hour of delay
- Purchaser may terminate the contract in case of breach of contract or if the Contractor performs inadequately Agreement;
- Each party is entitled to withdraw from the contract if:

- the liquidation of one of the companies will begin
- suspension of the performance of the Agreement, as a result of force majeure, will exceed 6 months,
- after cessation of force majeure referred to in the Agreement, the other party did not immediately proceed with the performance of the Agreement.
- The Purchaser may withdraw from the Agreement if there is a significant change in circumstances, causing that the performance of the Contract ceases to be in his interest
- Withdrawal from the contract that was provided for in paragraph 13 of Act 5 should take place on the basis of a declaration by an authorized party in writing and sent to the other party by registered mail within 30 days of becoming aware of the circumstances justifying the withdrawal;
- The Contractor shall pay the Ordering Party 10% of the total gross Contract price in the event of withdrawal from the contract for reasons attributable to the Contractor
- The Purchaser also reserves the right to claim damages exceeding the value of the aforementioned contractual penalties, if the contractual penalties do not cover the damage suffered
- The total value of contractual penalties and compensations due to the Ordering Party may not exceed the net price specified in the Contract

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
7 th of February 2019	Józef Duda	President of the Management Board