

**Polish Financial Supervision Authority****Current report**                      **No 9 / 2019**Report date : 5<sup>th</sup> of April 2019

Abbreviated issuer name:

PATENTUS S.A. ....

**Subject:**

Conclusion of a significant contract.

**Legal grounds:**

Article 17 paragraph 1 MAR - confidential information.

**Report content:**

The Board PATENTUS S.A. (the "Company", "Issuer") announces that on 5<sup>th</sup> April 2019 Company received the signed contract dated 1<sup>st</sup> April 2019 ("Agreement"), concluded between the Issuer and Jastrzębską Spółką Węglową S.A. (the "Purchaser") with the registered office in Jastrzębie - Zdrój.

The subject of the Agreement is: Delivery of four belt conveyors with a belt width of 1200 mm ("Subject of Contract") for JSW S.A. KWK Knurów-Szczygłowice. ("Final recipient"):

- 1) Conveyor No. 1 with a length of 160 m,
- 2) Conveyor No. 2 with a length of 330 m,
- 3) Conveyor No. 3 with a length of 350 m,
- 4) Conveyor 4 with a length of 350 m

The value of the Agreement will amount to 26 123 849,00 PLN net.

The deadline for the implementation of the Subject of the Contract will be:

- for conveyor No. 1 up to 18 weeks from the date of conclusion of the Agreement,
- for conveyors No. 2, No. 3 and No. 4 to 22 weeks from the date of conclusion of the Agreement.

Warranty:

1. The Contractor and the equipment will issue the Employer's warranty documents.
2. The Contractor shall be liable to the Ordering Party for the quality guarantee specified in the guarantee document. The content of the warranty document should meet the requirements of the Ordering Party set out in the Agreement. In particular, the content of the warranty document will not condition the granting of a guarantee against the degree of contamination of the transported spoil.
3. Responsibility for the quality guarantee covers defects caused by the reasons that were in the device, disclosed before the warranty expires.
4. The Ordering Party may exercise the rights under the guarantee of quality regardless of the rights under the warranty for defects.
5. On the basis of the guarantee granted, the Ordering Party may request from the Contractor or the guarantor or persons authorized by them to remove a breakdown or defect, repair the device together with the replacement of assemblies, subassemblies and parts of the device and provide other necessary services.
6. The validity period of the quality guarantee for each of the devices is 24 months from the date of the first commissioning of the complete device in the underground mining excavation of the Ordering Party.
7. If, for reasons attributable to the Ordering Party, the launch of any of the Equipment does not take place within 60 days from the date of termination of delivery, the warranty period begins from the 61st day of receipt of each of the Devices.
8. The Contractor is obliged to 24-hour readiness to perform the services resulting from the quality guarantee granted on each day of the week, including Saturdays and public holidays.
9. The duration of warranty services extends the warranty period.

10. The following are excluded from the guarantee:

- consumables such as: oils and greases,
- fast-wearing parts such as interchangeable rubber scraper elements.

Contractual penalties:

The Contracting Authority may charge the Contractor contractual penalties:

1. In the event of the Contractor being delayed in performance of the obligations under the contract, the Contracting Party shall be entitled to a contractual penalty in the amount of 0.1% of the gross price of the device specified in § 1 of the Act 1 of the contract for each day of delay.
2. In the event of the Contractor's delay in performing the warranty obligations provided for in the contract, the Contracting Party shall be entitled to a contractual penalty in the amount of 0.02% of the gross price of the device indicated in § 1 of the Act 1 contract for each hour of delay.
3. In the event of withdrawal from the contract in the manner specified in the contract, the Ordering Party shall charge the Contractor with a contractual penalty in the amount of 10% of the total gross price.

---

PATENTUS SPÓŁKA AKCYJNA

( full issuer name )

PATENTUS S.A.

(abbreviated issuer name)

Electro engineering industry ( ele )

(sector acc. to WNE classification)

43-200

(zip code )

Pszczyna

(town city )

Górnoślaska

(street)

11

(building number )

(32) 210 00 78

(telephone number)

(32) 210 12 14

(fax)

biuro@patentus.pl

(e-mail)

giełda@patentus.pl

www.patentus.pl

(www)

638-14-35-033

(Vatin)

273585931

(National Business Registry Number )

---

**SIGNATURES OF THE COMPANY'S REPRESENTATIVES:**

Date	Name and Surname	Position/Function	Signature
5 <sup>th</sup> of April 2019	Józef Duda	President of the Management Board	.....