

Polish Financial Supervision Authority**Current report** **No 11 / 2019**Report date : 15th 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 15th of April 2019 Company received the signed contract No PAT 19.014-99 dated 1st April 2019 ("Agreement"), concluded between the Issuer and FAMUR S.A. (the "Purchaser") with the registered office in Katowice.

The subject of the Agreement is: Delivery of three B 1200 / P conveyors and additional equipment for conveyors ("Subject of Agreement") for Jastrzębska Spółka Węglowa S.A. KWK Knurów - Szczygłowice, Ruch Szczygłowice ("Final recipient").

The value of the Agreement will amount to 19,189,256.00 PLN.

The deadline for the implementation of the Subject of the Agreement will be until 30th August 2019

Warranty:

1. The Contractor and the equipment will issue the Employer's warranty documents.
2. Responsibility for the quality guarantee covers defects caused by the reasons that were in the device, disclosed before the warranty expires.
3. The Ordering Party may exercise the rights under the guarantee of quality regardless of the rights under the warranty for defects.
4. The Ordering Party is entitled to determine the Contractor's obligations under the guarantee
5. 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.
6. 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 61 day of receipt of each of the Devices.
7. On the basis of the guarantee granted, the Ordering Party may demand from the guarantor or persons authorized by him a refund of the price paid, replacement of equipment or their repair and provision of other necessary services;
8. 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 0.106% of the gross price of the device 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 0.021% of the gross price of the device for each hour of delay.

In the event of withdrawal from the Agreement for reasons attributable to the Contractor, the Ordering Party shall charge the Contractor with a contractual penalty in the amount of 10,5% of the total gross price. In the event of withdrawal from the Agreement due to reasons attributable to the Ordering Party, the Contractor shall charge the Ordering Party with a contractual penalty amounting to 10.5% of the total gross price.

The total value of contractual penalties and damages due to the Ordering Party due to non-performance or improper performance of the Contract does not exceed the net amount specified in the contract.

Cancellation, termination or withdrawal of the Agreement:

1) The Ordering Party shall be entitled to withdraw from the Agreement in the event of a breach of the provisions of the contract or if the Contractor performs the Agreement improperly.

2) Each of the Parties is entitled to withdraw from the Agreement if:

- liquidation of the other Party will commence,
- suspension of the performance of the Agreement, as a result of force majeure, exceeds 6 months,
- after the force majeure ceased, the other Party did not immediately proceed with the performance of the Agreement.

PATENTUS SPÓŁKA AKCYJNA
(full issuer name)

PATENTUS S.A. Electro engineering industry (ele)
(abbreviated issuer name) (sector acc. to WNE classification)

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(Vatin) (National Business Registry Number)

SIGNATURES OF THE COMPANY'S REPRESENTATIVES:

Date	Name and Surname	Position/Function	Signature
15 th of April 2019	Józef Duda	President of the Management Board

