

**Polish Financial Supervision Authority****Current report**                      **No 20/ 2019**Report date : 30<sup>th</sup> of July 2019

Abbreviated issuer name:

PATENTUS S.A. ....

**Subject:**

Conclusion of a significant agreement and the execution of orders under the contract.

**Legal grounds:**

Article 17 paragraph 1 MAR - confidential information.

**Report content:**

The Management Board of PATENTUS S.A. (the "Company", "Issuer") announces that in the period from 2<sup>nd</sup> January 2019 to 30<sup>th</sup> July 2019 received from Polska Grupa Górnicza Sp. z o.o. ('Ordering Party', 'PGG' formerly Kompania Węglowa S.A.) with headquarters in Katowice, contracts and orders for a total value of 9,923,688.20 PLN plus VAT.

The highest-value contract is the contract of 31<sup>st</sup> January 2019 (the "Contract").

The subject of the Agreement is: Supply of a new wall and wall scraper conveyor, crusher billet and interleaving device with electrical equipment for the I-C wall in a boiler room 501 dl PGG S.A. KWK Murcki-Staszic branch (task No. 2 and 3)

The subject of the Agreement covers the following two tasks:

- Task no. 2: Delivery of a new wall conveyor,
- Task no. 3: Delivery of a new wall crusher.

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

- up to 12 weeks from the delivery of the order by the Employer to the Contractor, with the exception of commercial components such as: electric motors, electrical equipment, reducers, clutches, chains and scrapers, for which the delivery time is up to 20 weeks, from the date of delivery of the order to the Contractor.

Value of the Subject of the Agreement: 5,484 100.00 PLN plus VAT (task No. 2: 4,575 100.00 PLN, task No. 3: 909,000.00 PLN);

Warranty: The Contractor shall provide the delivered delivery of the warranty: minimum 24 months from the date of the final acceptance protocol, however, not longer than the warranty period extended by 6 months from the date of Completion Report to the ordering warehouse.

a) Detailed warranty: PZS drive hulls and gutter systems - 3 million tons of transported spoil or 36 months from the date of commissioning at the bottom, whichever comes first; PZS attachments and chain drums - 1.5 million tons of transported spoil or 24 months from the date of commissioning at the bottom, whichever comes first; PZS drive hulls and gutter systems - 1.5 million tons of transported spoil or 18 months from the date of commissioning at the bottom, whichever comes first; PZS attachments and chain drums - 1.0 million tons of transported spoil or 18 months from the date of commissioning at the bottom, whichever comes first; gears and clutches - 24 months from the date of commissioning at the bottom; engines and other electrical devices - 24 months from the date of commissioning at the bottom; bearings for the crusher crusher drum (for longwall conveyors) - 1.5 million tons of transported spoil or 24 months from the date of commissioning at the bottom, whichever comes first; the hull of the crusher, the shaft with bearings of the crusher, the elements of the crusher route - 1.5 million tons of transported spoil or 18 months from the date of commissioning at the bottom, whichever comes first; beaters of the undercut crusher - 6 months from the date of commissioning at the bottom,

- b) Warranty for replaced or repaired under warranty components or elements of equipment excluding items for which a specific guarantee was granted - minimum 12 months from the date of service, but not less than the general guarantee;
- c) A detailed guarantee does not shorten the general guarantee;
- d) The following materials are not covered by the warranty: fuses, drive belts for crushers, oils, greases and bulbs;
- e) Warranty for fast wearing elements with reduced durability, i.e. ejectors and ejector plates, overload protections, replaced drive slides, clutch inserts, O-rings and seals - 12 months from the date of the Final Acceptance Protocol, however not longer than 24 months from the date of the Delivery completeness report to the Employer's warehouse.

Contractual penalties:

The Employer may charge the Contractor with contractual penalties:

The Contractor is obliged to pay the Employer contractual penalties: in the amount of 10% of the net value of the unrealized part of the Contract, if the Employer withdraws from the Contract due to circumstances for which the Contractor is responsible; in the amount of 0.1% of the net value for each day of delay beyond the deadline specified in the Agreement up to and including 10 days; in the amount of 1% of the net value for each day of delay over 10 days over the deadline specified in the Agreement; in the amount of 0.01% of the net value of the Subject of the Agreement for the submission of warranty service at the headquarters of the Employer in order to carry out repairs for a longer time than 8 hours from the time of notification, for each hour of delay; in the amount of 0.2% of the net value of the Subject of the Agreement for not removing the reported failure within 24 hours of notifying the Contractor, for each day of delay

- The Contractor may charge the Employer a penalty for withdrawal from the Agreement by one of the parties for reasons attributable to the Employer in the amount of 10% of the net value of the unrealized part of the Agreement

At the same time, the Issuer informs, that in the period from 2<sup>nd</sup> January 2019 to 30<sup>th</sup> July 2019 implementation of the contract 401900220 concluded with Polska Grupa Górnictwa Sp. z o.o., of which the Issuer informed on 27<sup>th</sup> March 2019 in current report No. 7/2019, amounted to 11 836 544.71 PLN net, which means that as at the date of publication of this report, a total of 73.83 % of the contract was completed; the performance of the contract 701900869 concluded with Polska Grupa Górnictwa Sp. z o.o., of which the Company informed on 5<sup>th</sup> April 2019 in current report No. 8/2019, amounted to 33,860,000.00 PLN net, which means that as at the date of publication of this report, a total of 66.67 % of the contract was completed.

---

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

273585931

(Vatin)

(National Business Registry Number )

---

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

Date	Name and Surname	Position/Function	Signature
30 <sup>th</sup> of July 2019 .....	Stanisław Duda	Vice President of the Management Board	