

## FINANCIAL SUPERVISORY COMMISSION

### Current report No 1/2012

Date : 3 January 2012

Issuer's shortened name : KOPEX S.A.

Subject: **Significant agreement of the Issuer's subsidiary**

Legal basis : Law on Offer , Art. 56, Par 1 point 2 – current and cyclic information.

#### **Contents of the report:**

The Board of KOPEX S.A. with a registered seat in Katowice (the Issuer) informs that today The Issuer has been aware of receiving on 3 January 2012 by WAMAG SA with a registered seat in Wałbrzych (the Issuer's subsidiary), the agreement signed with Kompania Węglowa SA with a registered seat in Katowice.

The parties of the aforementioned agreement dated 18 November 2011 are: WAMAG SA– the Executor and Kompania Węglowa SA - the Orderer.

The subject of the agreement is "Supply of spare parts for dewatering equipments to the mines of Kompania Węglowa SA in 2012".

The value of the agreement amounts to 1,750,266.00 PLN net

Term of the agreement – till 30 December 2012

Stipulated penalties foreseen in the agreement (according to the Regulation of the Minister of Finance)

In the event of failure to perform or improper performance of the agreement, the Executor is obliged to pay the Orderer stipulated penalties amounting to 10% of the net value of an unrealized portion of the agreement, in case of termination of the agreement by the Orderer due to the reasons attributable to the Executor.

The Orderer is obliged to pay the Executor stipulated penalties amounting to 10% of the net value of the merchandise determined each time in the unrealized portion of the agreement in case of termination of the agreement by the Executor due to the reasons attributable to the Orderer.

In the event of delay in performance of the agreement by the Executor, the Orderer shall be entitled to purchase, from another contractor, the goods which amount corresponds to the quantity of goods delivered with delay by the Executor. In this case, if the Orderer makes a purchase at a price higher than the price resulting from

the agreement binding the Parties, the Executor is obliged to pay compensation amounting to the difference between the price at which the Orderer purchased the goods and the price resulting from the agreement.

Irrespective of the stipulated penalties foreseen in the agreement, the Orderer reserves the right to seek for a supplementary damage on general rules to the extent of the indeed suffered detriment.

The criterion of recognizing an agreement as a significant one is exceeding by it of 10% of bounds pertaining to the Issuer's equity capital (the Issuer's equity capital amounts to 1.358.213 thou. PLN, in compliance with data included in the published report for the third quarter of 2011) and fulfillment of the criteria set forth in Par.2 Cl.1.44 and Par.2 Cl.2 of Regulation of the Minister of Finance dated 19 February 2009 on current and periodic information (...) In the past 12 months the Issuer and the Issuer's subsidiaries signed with this customer the agreements amounting altogether to 184.493 thousand PLN (including this one). The Issuer informed about the last agreement with this customer in the current report RB 204/2011 dated 30 December 2011. The highest value agreement from among all the agreements signed in the past 12 months is the agreement the Issuer informed about in the current report RB 155/2011 dated 17 October 2011 that also contains information relating to the highest value agreement set forth in Par 9 Cl. 1-7 of the Regulation of the Minister of Finance dated 19 February 2009 on current and periodic information (...)

Legal basis of transmission : Par 5 Cl.1.3 in relation with Par.2 Cl.2 and Par.9 of the Minister of Finance Regulation dated 19 February 2009 on current and periodic information transmitted by issuers of shares and conditions of recognizing as equivalent the information required by legal regulations of a country which is not a member country (Dz.U. dated 2009, No33, pos. 259 with amendments).

