

(Translation from the Polish language)

FINANCIAL SUPERVISORY COMMISSION

Current report No 126/2012

Date: 5 October 2012

Issuer's shortened name: KOPEX SA

Subject: Signing an agreement for the supply of roadheaders for the Argentine recipient

Legal basis: Law on Offer, Art. 56, Par.1 Item 1 – confidential information

Contents of the report:

The Management Board of KOPEX SA with its registered seat in Katowice (the Issuer) informs that today has received a signed agreement dated 4.10.2012 and concluded between Zakłady Mechaniczne „Bumar-Łabędy” SA with its registered seat in Gliwice – Buyer and KOPEX SA – Seller. The subject of the agreement is supply of two roadheaders, conveyors and spare parts, including training and technical assistance during the assembly and commissioning of the equipment and on its operation during the first 6 months, as well as delivery of technical documentation for the contractor from Argentina – Yacimiento Carbonifero Rio Turbio according to INCOTERMS CIF Buenos Aires, Argentina.

Gross value of the agreement: EUR 19,633,000.00

Delivery of equipment will be carried out in three parts in the expected period of 10 months from the date of fulfillment the conditions of agreement's entry into force by the recipient from Argentina. The Issuer will inform about the entry into force of the agreement in a separate current report.

Stipulated penalties:

1. If the Seller fails to comply with any obligation under the agreement the Buyer will be entitled to:

a) require the Seller to fulfill its obligations

or

b) renounce the agreement, following a written request to fulfill the obligations within forty-five working days from the day of receiving the request, stating in detail the obligation breached. If the breached obligation is delay in supply, the request may be placed if the term of this delay is longer than thirty working days.

2. Failure to comply with supply deadline or execution of technical training within the agreed term shall entitle the Buyer to seek stipulated penalties from the Seller in the amount of 0.005% of the total remuneration agreed in the agreement for each day of delay. Penalty interest may be pursued in conjunction with other penalties, which the Buyer can benefit in respect of breaches of obligation by the Seller.

3. If as a result of breaching the agreement the Seller will be required to return the amount paid to the Buyer, the Buyer will be entitled to charge a contractual interest in the amount of 0.05% of remuneration for each day of delay in the return of the money for the period from the date of receipt of the money to the Seller's bank account up to the date of refund to the Buyer.

4. The condition of seeking the stipulated penalties by the Buyer is that the Buyer is charged these penalties by the Final Recipient.

The aforementioned agreement does not meet the criteria of being recognised as a significant one in accordance with the Regulation of the Minister of Finance dated 19 February 2009 on current and periodic information (...). notwithstanding the Management Board of the Issuer taking into account the principles of transparency and importance of this information for market participants decided on giving that information to the public.

Legal basis for publishing: Art.56 Par.1 Item 1 of the Law on Offer and conditions of introducing financial instruments to organized trading as well as on public companies dated 9 July 2005 (Dz.U, No 184, pos. 1539), consolidated on 9 October 2009 (Dz. U., No 185, pos. 1439).