

POLISH FINANCIAL SUPERVISION AUTHORITY

Current Report No.

32

/

2021

Date:

June 25th 2021

Abbreviated issuer name:

FAMUR S.A.

Subject:

Contract with Polskie Maszyny Group sp. z o.o. of November 18th 2020 – conclusion of an agreement

Legal basis:

Article 17(1) of MAR – Inside information

Text of the report:

Further to Current Report No. 27/2021 of June 16th 2021, the Management Board of FAMUR S.A. (the "Company" or "Supplier") announces that today, i.e. June 25th 2021, an agreement was entered into between the Company and Polskie Maszyny Group sp. z o.o. (the "Buyer") (the "Agreement") concerning claims made by the Buyer in a request submitted under the Contract of November 18th 2020 (the "Contract") for the delivery of mining machinery (the "Mining Machinery") to be used in the Russian Ingalinskiy coking coal mine of OOO UK KOLMAR (the "End Customer").

In accordance with the Agreement, the Buyer will waive its claims for the refund of advance payments made under the Contract, as presented in the request submitted to the Supplier (see Current Report No 27/2021 of June 16th 2021), if the Buyer receives the missing certificates or declarations of conformity with the TR-TS serial production requirements for the product supplied under the Contract (the "Certificates") by June 30th 2021; in case the Certificates are delivered to the Buyer after that date, the Buyer will waive the claims provided that the Supplier extends the expiry date of the bank guarantees for the refund of advance payments which have been issued for the benefit of the Buyer (the "Guarantees").

If the Buyer receives the Certificates after June 30th 2021, the Supplier will be required to pay the Buyer: 1) a contractual penalty where the bank providing financing to the direct supplier of the End Customer charges an additional financing extension fee to the Buyer; 2) a contractual penalty for delayed delivery of the Mining Machinery with the Certificates, accruing from June 8th 2021, solely due to the Supplier's failure to provide all of the Certificates for the Mining Machinery to the Buyer, where the End Customer charges a penalty for such failure and the penalty is paid by the direct supplier to the End Customer. The maximum amount of contractual penalties that may be charged to the Supplier for delayed delivery of the Mining Machinery without the Certificates may in no case exceed 25% of the value of the Mining Machinery supplied under Contract.

The Company also wishes to point out that it is making every effort to obtain the missing Certificates as soon as practicable.

The other terms and conditions of the Contract will remain unchanged. This Agreement will become effective as of the date on which it is signed by the Parties.

FAMUR Spółka Akcyjna	(full issuer name)
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(abbreviated issuer name)	(sector according to the WSE)
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(Tax Identification Number – NIP)	(Industry Identification Number – REGON)

SIGNATURES OF AUTHORISED REPRESENTATIVES

Date	Full name	Position	Signature
June 25th 2021	Mirosław Bendzera	President of the Management Board	
June 25th 2021	Marek Otawa	Commercial Proxy	