

(Translation from the Polish language)

FINANCIAL SUPERVISORY COMMISSION

Current report No 29/2012

Date: 6 February 2012

Issuer's shortened name: KOPEX SA

Subject: **Confidential information – signing by the Issuer an export contract with a contracting party from Bosnia and Herzegovina**

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 on 6.02.2012 has signed an agreement with a contracting party from Bosnia and Herzegovina – RMU – Banovici d.d. Banovici Brown Coal Mine.

The Parties of the aforementioned agreement dated 6.02.2012 are: KOPEX SA - Seller and RMU – Banovici d.d. Banovici Brown Coal Mine – Buyer.

The subject of the agreement is „Supply of complete powered longwall system together with electrical equipment, supervision over the assembly, start-up, training of the Buyer's staff and ancillary services”.

Total value of the agreement: EUR 10,198,000.00 (excluding VAT), ie PLN 42,665,373.00 (NBP exchange rate of 6.02.2012).

Terms of payment:

- prepayment in the amount of 20% of the total value of the contract payable within 60 days after handing – over an advance payment guarantee and meeting the delivery date guarantee (in the amount of 5% of the total value of the contract),
- payment of 70% of the total contract value within 10 days after delivery to the base: DDP Banovici,
- payment of 70% of the total contract value after signing the technical acceptance report and after start-up (after proving the required performance of the longwall system).

The contract also provides for the issuance of the performance bond of 5% of the contract value for 2 years technical guarantee.

Term of the contract:

Term of equipment delivery – 12 months from the signing the Contract

Term of assembly completion and term of completion of proving the performance of the equipment – 16 months from the signing the Contract

Stipulated penalties:

For delays in delivery date:

In case of late delivery due to the reasons caused by the Seller, the Buyer may require the Seller to pay compensation in the amount of 0.5% for the week of delay,

up to 5% of the contract value of delayed goods for each started week of such a delay caused by the Seller.

Compensation is payable regardless of the calculation and payment of stipulated penalties.

For failure to obtain the required availability of the longwall system:

If the actual number of hours of availability will be lower than that guaranteed in the contract, the Seller will be obliged to pay penalties in the amount of EUR 50 for each hour of the lack of availability. The calculation of the possible penalties and their payment will be made for each base year.

Breach of the contract:

If the percentage of compensation for the failure in delivery of the good reaches a maximum, the the Buyer may terminate the contract.

The above mentioned agreement does not meet the criterion of recognising an agreement as a significant one, set forth in Regulation of the Minister of Finance dated 19 February 2009 on current and periodic information (...).

Legal basis for publishing: art. 56, Cl.1 Par.1 of Act of 29 July 2005 on public offer and the conditions for introducing financial instruments to the organized trading system, and on public companies, consolidation text dated 9 October 2009 (*Dz.U Nr 185 poz. 1439*).