



Please note that English version of below General Terms and Conditions is made only for translation purpose and in event of any discrepancies between the Polish and English language versions the Polish version shall be binding.

**GENERAL TERMS OF SALE OF GOODS
BY SAINT-GOBAIN INNOVATIVE MATERIALS POLSKA SP. Z O.O.
IN SCOPE OF THE GLASS DEPARTMENT LOCATED IN DĄBROWA GÓRNICZA
dated 01.11.2023**

These General Terms of Sale are applicable towards all Sale Agreements concluded between Saint-Gobain Innovative Materials Polska Sp. z o.o. in scope of the Glass Department located in Dąbrowa Górnicza at the address of ul. Szklanych Domów 2, hereinafter **"Seller"** and business operators individually referred to hereinafter as **"Buyer"**. The Seller and the Buyer are hereinafter referred to collectively as **"Parties"**.

§ 1

[Subject of the Sale Agreement]

1. The Seller and the Buyer hereby conclude the agreement for sale of goods currently available in the public stock of the Seller (hereinafter individually **"Sales Agreement"**) as established in § 2.
2. Whenever the Buyer is a natural person, the Buyer confirms that the purchase of the Goods is directly connected with its business activities and is of a professional nature for it.
3. If the Parties should conclude a Goods delivery agreement, the provisions of the General Terms of Sale concerning the Sale Agreement apply.

§ 2

[Conclusion of the Sale Agreement]

1. The Sale Agreement is concluded when the Buyer or an individual authorised by the Buyer places an order (**"Order"**) for the goods in stock of the Seller (**"Goods"**) by e-mail or in the EDI system with specification of the ordered Goods, quantity of said Goods, and the time of delivery, and the Seller or an individual authorised by the Seller in writing confirms the placed order within 7 business days of its acceptance as to the subject of sale, quantity, and time of delivery. If the order is not confirmed in any scope within the aforementioned time, the Sale Agreement is not concluded.
2. Placement of an order by the Buyer is considered by the Seller as approval of the General Terms of Sale, which are available on the Seller's website and integral to the Sale Agreements concluded between the Seller and Buyers. The General Terms of Sale are also available directly from the Seller.

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3. A sale offer made by the Seller to the Buyer can be accepted only without any reservations. If the Buyer should enter any changes or reservations to the offer, the Sale Agreement based on said offer shall take effect only upon its approval by the Seller.

§ 3

[Price]

The price effective in the Sale Agreement is the Goods price established in the Seller's price listings effective as of: (a) loading of the Goods onto the means of transport at the Seller's location for transport to the Buyer's location (if the Goods are delivered by the Seller to the location specified by the Buyer) or (b) the date of release of the Goods to the Buyer at the location of the Seller. Terms of delivery pursuant to Incoterms 2020 apply to both instances.

§ 4

[Goods quality and quantity]

1. The quality of the Goods subject to release in accordance with the Sale Agreement complies with the European standards effective for the given product group in the product specifications of the Seller effective as of the time of delivery unless established otherwise.
2. The Seller sells Goods in complete and indivisible packaging. The Seller delivers the Goods only in full shipments (the quantity and weight of the full shipment may differ according to the cargo type) where – adequately to arrangements with the Buyer – a single shipment may contain glass of a single type or of various types.
3. Upon collection of the Goods, the Buyer or the carrier must carefully inspect them in scope of quantity and compliance with the technical specification established in the Sale Agreement / Order. The individual collecting the Goods signs a document confirming their release. Signing the document corresponds to confirmation of compliance of the Goods with the Sale Agreement, specifically confirmation that there no defects, which can be identified during a careful inspection of the Goods upon collection.

§ 5

[Terms of delivery]

1. The Goods are delivered by the Seller in accordance with the established Incoterms 2020 terms of delivery.
2. In the event of sales subject to the terms of EXW or FCA, delayed collection/acceptance of the Goods attributable to the Buyer, or means of transport failing to fulfil the loading requirements of the Seller in scope of technology or health and safety, liability for the Goods and the risk of their accidental loss or damage are transferred to the Buyer from the moment

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of the Goods being ready to be released at the location of the Seller. If the Buyer should fail to collect the Goods from the Seller within the additional time established for such by the Seller, the Seller may demand compensation from the Buyer and may also withdraw from the Sale Agreement. By exercising the right to withdraw from the Sale Agreement, the Seller does not release the rights to the aforementioned compensation.

3. The Seller may decide to cancel or suspend processing of the placed Orders in the following instances:

- a) late payments for previously fulfilled deliveries;
- b) no arranged advance payment for the current delivery;
- c) insufficient information required to fulfil the delivery, e.g. no delivery address;
- d) the Buyer exceeding the granted credit limit;
- e) in the event of force majeure, i.e. events beyond the control of the Seller. In accordance with the General Terms of Sale, instances of "Force Majeure" include strikes, epidemics (including the effects of the COVID-19 pandemic), warfare, fires, floods, disasters, power and fuel supply outages, other events with potential impact on production and transport, unavailable or irregular raw material deliveries, technology failures;

In such instances, the Buyer is not entitled to any claims towards the Seller in scope of the Seller exercising the aforementioned right.

4. The Seller reserves the right to fulfil a placed order partially with simultaneous establishment of the time of delivery of the remaining part of the ordered Goods – as long as such a time can be established in the given circumstances.

§ 6

[Payment time and interest]

1. The Buyer undertakes to pay the Seller for the purchased Goods within the time established by the Seller in the invoice released to the Buyer. This time is counted from the date of the invoice. The Seller shall not issue the invoice before the date, on which the Goods are loaded onto the means of transport in the Seller's location for transport to the Buyer's location (for franco delivery of the Goods by the Buyer to the Seller's location) or on which the Goods are made available at the location of the Seller (for sale under the terms of EXW or FCA or other terms establishing collection and transport with the Buyer's means of transport).
2. The date of payment is the date, on which the payment made by the Buyer is credited to the bank account of the Seller.
3. Complaints filed by the buyer have no effect on the payment date established in the invoice. The Buyer cannot deduct any receivables due from the Seller together with the liabilities of the Seller towards the Buyer pursuant to the Sale Agreement unless the Parties establish otherwise.

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4. In legitimate instances, the Seller reserves the right to refuse a financial discount for advance payment or shortened payment time. Legitimate instances include the following in particular: exceeding the credit limit, overdue current payments, or justified concern in scope of the aforementioned.
5. The Seller hereby declares that the Seller is a large enterprise pursuant to art. 4 point 6) of the law on preventing excessive delays in commercial transactions of 8 March 2013.
6. In the event of any errors in the invoice requiring correction, the Seller shall issue a corrective invoice and promptly provide it to the Buyer.

§ 7

[Complaints]

1. The Seller is held liable in scope of the warranty for the physical defects in the sold Goods only when the properties of said Goods fail to fulfil the specifications established in § 4 and when the Goods released to the Buyer are damaged (e.g. broken in transport handled by the Seller) or incomplete.
2. When the Buyer files a complaint, said complaint must include the following information:
 - a) cause (reason) of the complaint,
 - b) order number and Goods shipment date,
 - c) identification numbers of the packages or crates covered by the complaint,
 - d) quantity and value of the Goods covered by the complaint.
3. Complaints shall be filed on the Complaint Form of the Seller or form of the Buyer and submitted in electronic format to the dedicated e-mail address.
4. In the event of a complaint towards released damaged or incomplete Goods:
 - a) For Goods damaged or incomplete under 3% of Order / delivery value, the Buyer must provide a complaint specification in the CMR document, fill out the "Full-sized glass control upon delivery collection" form (hereinafter: "**Delivery Control Report**"), and specify the condition of the delivered shipment including the nature and places of damage, which must be confirmed with the signature of the individual representing the Seller in release of the Goods on the Delivery Control Report and with the signature of the driver. Upon request of the Seller, the Buyer shall provide the Seller with samples of the Goods covered by the complaint and photos documenting the Buyer's claims. The complaint must be filed promptly – no later than within 7 business days following the delivery of the Goods – to the Seller's quality department at reklamacje.szkl@stgobain.com or CPLGEN.qualityclaim@stgobain.com. Glass unloading and processing may continue.
 - b) For Goods damaged or incomplete in excess of 3% of Order / delivery value, the Buyer must stop the Goods unloading process and promptly report the damages or incompleteness in question by e-mail to the Seller's quality department at reklamacje.szkl@stgobain.com or CPLGEN.qualityclaim@stgobain.com and to the

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sales representative handling the affairs of the Buyer by telephone or e-mail. If the event in question occurs outside of the business hours of Customer Support, it must be reported promptly during the next business hours. Until the Seller confirms further conduct with the damaged/incomplete Goods, the Buyer must refrain from resuming the unloading process. After receiving the Seller's decision, the Buyer undertakes to complete the complaint documentation as specified in point a above.

5. In the event of establishment of physical defects (i.e. inconsistencies with the specifications established in § 4), the Buyer must follow the provisions of the CMR convention and promptly report the situation to the Seller, no later than:
 - a) within 7 calendar days following the date of collection of incomplete Goods or Goods with visible defects/damages (which can be identified upon or immediately after the delivery),
 - b) within 60 calendar days following the date of collection for concealed defects/damages, which cannot be identified upon delivery. Complaints filed following expiration of the aforementioned dates shall be rejected by the Seller.
6. The Seller is not responsible for the results of application of the sold Goods not as intended.
7. The Seller is not responsible for the usefulness and suitability of the Goods for purposes intended by the Buyer.
8. If the complaint is recognised as legitimate, the Seller undertakes to either:
 - a) respectively, deliver Goods free of defects (i.e. consistent with the specifications established in § 4 or undamaged) or deliver the missing Goods, or
 - b) issue a corrective invoice to the amount corresponding to the complaint recognised as legitimate and deduct the correction from the price for the Goods sold to the Buyer under the next Sale Agreement or return the correction to the Buyer.
9. The Seller reserves the right to analyse and inspect the full delivery with Goods covered by the complaint at the Buyer's location. Therefore, the Buyer is not released from the obligation to preserve the Goods in the quantity covered by the complaint by delivering samples.
10. The Seller shall respond to the filed complaint in writing within 7 business days of receiving the complete complaint report. The Seller reserves that all complaints not including all required information and/or the documents discussed in § 7 shall be rejected. If the Seller should fail to respond within the aforementioned time, this cannot be considered as recognition of the complaint as legitimate.
11. The Seller reserves the right of no additional arrangements in the event of the complaint being recognised as fully legitimate and issuance of a corrective invoice corresponding to the value of the filed complaint.

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§ 8

[Limitations of the Seller's liability]

1. Outside of the claims established in these General Terms of Sale, the Buyer is not entitled to any further claims or any claims based on other factors towards the Seller. Specifically, the Buyer is not entitled to statutory warranty claims resulting from deficient or missing Goods (other than those established in these General Terms of Sale), claims resulting from late delivery of said Goods, claims concerning changes in the subject of delivery, claims concerning discounts in Goods prices, claims concerning damages, third party damages, and subsequent indirect damages or lost profits.
2. The Seller is held liable towards the Buyer under the standards established in these General Terms of Sale to the amount corresponding to that paid by the Buyer for the Goods covered by the Buyer's claims.
3. Failure to fulfil the established dates of delivery never authorises the Buyer to cancel the Order, apply payment methods different from those established, or stop the payment or its part.
4. The Seller is released from liability for defects in the Goods when said defects result from the actions or negligence of the Client or third parties – specifically designing flaws, repairs performed by third parties without advance approval of the Seller, improper installation or use of the Goods.
5. The Seller is not liable for the Buyer's erroneous or incorrect interpretation of information and/or the technical data presented in catalogues, brochures, and other informational materials covering the Goods.
6. The Seller grants a 24-month statutory warranty for defective Goods counted from release of the Goods to the Buyer. Unless the Sale Agreement establishes otherwise, the Seller does not grant a guarantee for the Goods. If a guarantee is granted for the given Goods, the statutory warranty for defective Goods does not apply.
7. The Seller is not liable for failed or delayed Order fulfilment resulting from instances of force majeure.

§ 9

[Securing claims of the Seller]

1. The Seller may make the delivery dependant on an advance payment or other form of security provided by the Buyer and shall not be held responsible for delays in Goods deliveries when the Buyer fails to provide the form of security required by the Seller.
2. For continuous Sales Agreements, the forms of security provided by the Buyer must remain in effect throughout the duration of the Sale Agreement. If said form of security should expire or exhaust, the Buyer must promptly – within 7 days before the expiration of the

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previous form of security – provide the Seller with a new form of valid security under the same terms as the previous form of security.

3. Expiration or exhaustion of one of the provided forms of security authorises the Seller to suspend performance of the Sale Agreement until a new form of security is provided under the terms established in section 2 above.
4. If the Buyer should fail to provide an new and effective form of security within 14 days following the expiration or exhaustion of the previous one, the Seller is authorised to withdraw from the Sale Agreement or from the unfulfilled part of the Sale Agreement – this decision is up to the Seller.
5. If the Buyer should be late with payment for the Goods, the Buyer shall cover all costs and damages incurred by the Seller for this reason. Specifically, the Buyer shall reimburse the Seller for all debt recovery costs incurred by the Seller (including e.g. costs of the relevant legal assistance and costs of the enforcement proceedings).
6. For orders of MTO Goods, in the event of withdrawing from the Sale Agreement, the Buyer shall cover the costs of destruction of the aforementioned Goods. The Seller may simultaneously request compensation for the incurred damages from the Buyer.

§ 10

[Withdrawal from the Sale Agreement]

1. In the event of the Buyer delaying collection of the Goods, the Seller may establish a new Goods collection deadline for the Buyer with consideration of available loading or transport capacity or withdraw from the Sale Agreement with immediate effect by e-mail (to the address established for use in commercial communication with the Buyer or a different address established by the Parties) or in writing, submitting a notice to the Buyer on the withdrawal from the Sale Agreement 6 months after the expiry of the time limit for the collection of the Goods. In every such instance, the Seller may also demand compensation for the incurred damages from the Buyer.
2. The Seller may withdraw from the Sale Agreement with immediate effect by e-mail (to the address established for use in commercial communication with the Buyer or a different address established by the Parties) or in writing in the event of:
 - a) any unforeseen technical problems in scope of the terms of the Order rendering the Sale Agreement impossible or difficult to fulfil or
 - b) instances of Force Majeure and other events resulting in considerable downtime in the Seller's facility;the provisions of art. 495 of the Civil Code apply.
3. If the Seller should withdraw from the Sale Agreement after the VAT invoice is issued, the Parties establish that the Seller shall issue a corrective invoice and promptly provide it to the Buyer.

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4. In the event of withdrawal from the Sale Agreement pursuant to sections 1 or 2, the Buyer is not entitled to any claims towards the Seller with exception of the claim for reimbursement of the price paid for the Goods covered by the withdrawal in question.

§ 11

[Correspondence]

All correspondence between the Seller and the Buyer in scope of conclusion or fulfilment of the Sale Agreement shall be conducted in writing or by e-mail (to the addresses established by the Parties in writing).

§ 12

[Application of the General Terms of Sale]

1. The General Terms of Sale take effect upon presentation to the Buyer by the Seller until they are replaced with successive general terms of sale established by the Seller.
2. The Seller may amend the General Terms of Sale at any time. The amended General Terms of Sale take effect upon their announcement on the Seller's website.
3. The provisions of the general terms of purchases / agreements applied by the Buyer are hereby excluded.

§ 13

[Confidentiality]

All information in scope of the products, business activity, figures, templates, and specifications obtained by the Buyer from the Seller are to be considered confidential and cannot be disclosed to third parties without the advance consent of the Seller made out in writing under the penalty of being invalid or be used for any purposes without an authorisation of the Seller made out in writing under the penalty of being invalid. This provision does not apply to the following information:

- a) known upon its disclosure
- b) established by the Buyer in a way approved by the Seller to have been known to the Buyer before it was obtained from the Seller
- c) provided to the Buyer from a different source and free from any restrictions towards its application or disclosure or required to be disclosed by provisions of the law.

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§ 14

[Ethics & Compliance Clause]

1. The Buyer undertakes to comply with all applicable laws and regulations, regarding in particular but without limitation:
 - a) employees' rights (including occupational health and safety and the prohibition of forced labour and child labour),
 - b) environmental law,
 - c) financial probity (such as the prohibition of any act of corruption and anti-money laundering),
 - d) competition law,
 - e) economic sanctions, import and export control regulations (including not to resell or otherwise transfer the Products to any individual or entity if it could result in a violation of such regulations). If a new law or regulation makes the performance of the contractual obligations impossible or illegal or exposes it to sanctions, the Seller shall be entitled to terminate the order, without any liability to the Buyer.The Buyer warrants to apply the same requirements with its own third-parties, including any party involved in any order executed by the Seller for or on behalf of the Buyer.
2. The Buyer further undertakes to implement proportionate measures and procedures to comply with the above-mentioned obligations and to communicate them to the Seller upon request. Failure to answer such a request entitles the Seller to suspend its contractual obligations, without any liability to the Buyer.

[The Seller may suspend or terminate the agreement and/or an order immediately upon notice to the Buyer, and shall be entitled to claim any remedy available at law, if the Buyer breaches any of the above mentioned commitments. Under no circumstances shall the Seller be liable for any damage caused to the Buyer by the suspension or termination of the agreement or of the order. The Buyer shall cover its own respective costs arising from any suspension or termination under this Article and mitigate the resulting consequences it might face.]
3. The Buyer acknowledges that it has been informed of the Seller's alert system (whistleblowing), which is accessible at : <https://www.bkms-system.com/saint-gobain>.

§ 15

[Appropriate law; Court appropriate to resolve disputes]

1. The Parties hereby jointly establish that the Sale Agreements concluded by them are governed by the law of Poland and matters unregulated in these General Terms of Sale to Sale Agreements are subject to the provisions of the Polish Civil Code with exclusion of the

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provisions of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980.

2. The Parties shall file all disputes arising from the provisions of the Sale Agreement or the General Terms of Sale for resolution to the common court with jurisdiction over the registered location of the Seller.
3. If any provisions of the General Terms of Sale are or shall become invalid or ineffective, the remaining provisions of the General Terms of Sale remain in effect. In instances of such invalid or ineffective provisions of the General Terms of Sale, the rights and responsibilities of the Parties to the Sale Agreement are directly or appropriately governed by the appropriate effective provisions of the law.

Saint-Gobain Innovative Materials Polska Sp. z o.o.

PROKURENT

Krzysztof Kosno
stamp and signature

CZŁONEK ZARZĄDU

Rafał Jurczyk

CZŁONEK ZARZĄDU

Rafał Jurczyk

stamp and signature

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