

## GENERAL TERMS AND CONDITIONS OF CONTRACTS

### PILKINGTON IGP Sp. z o.o.

#### 1) General provisions

- a) The term "Seller" in these Conditions shall mean Pilkington IGP Spółka z ograniczoną odpowiedzialnością with a registered seat in Sandomierz, Poland. The term "Terms" shall mean these General Terms and Conditions of Contracts. The term "Buyer" shall mean an entity placing an order with the Seller for products which are part of the current offer of the Seller. The Buyer cannot be a consumer according to the legal definition of a consumer according to Polish law.
- b) The Terms are applicable to all offers placed by the Seller and all orders executed by the Seller. In case there is a written contract between the Seller and the Buyer, in matters not covered by such contract these Terms shall apply.
- c) The acceptance of the Buyer for these Terms is given at the moment of acceptance of the Seller's offer or at the moment of placing an order by the Buyer. Moreover, the Buyer is deemed to have accepted these Terms and to be bound by these Terms when the Buyer signs any document confirming that a contract is in force and when the Buyer accepts a VAT invoice issued by the Seller.
- d) The effective information of these Terms and acceptance of the Buyer of these Terms shall be deemed to take place when at least one of the situations mentioned in letter c) occurred. Therefore, the acceptance of the Buyer to these Terms is in place for any subsequent orders of the Buyer placed with the Seller.
- e) These Terms replace any other earlier terms published in the Seller's folders, on the Seller's web-site or in any other documents which are in a form of a unilateral statement of the Seller.
- f) Particular conditions of a contract may be negotiated before an order has been placed by the Buyer with the Seller. All contracts for production of any goods shall be bound by these Terms unless a written contract concluded between parties states otherwise. For the avoidance of doubt, the Seller hereby states that only the Management Board of the Seller or persons with a written power of attorney issued by the Management Board of the Seller, are empowered to modify these Terms, negotiate the amendments of these Terms and to conclude a contract with the Buyer.
- g) Any reservations or any amendments to these Terms or a concluded written contract included by the Buyer in an order placed with the Seller shall be considered null and void and not included.
- h) The Seller excludes applications of any general conditions of the Buyer or any other conditions other than these Terms or a contract concluded between the Seller and the Buyer in accordance with point f).
- i) The Seller hereby declares that the Seller has the status of a large entrepreneur within the meaning given based on Annex I to the Commission Regulation (EU) No. 651/2014 of 17 June 2014 declaring certain categories of aid compatible with the internal market in application of Articles 107 and 108 of the Treaty Text with EEA relevance.

#### 2) Orders – rules and regulations

- a) The Seller shall produce for the Buyer products according to the order placed by the Buyer which shall always contain quantity and specification of the ordered products, expected time of the execution of the ordered production and the place of delivery of the products or a statement that the Buyer wishes to collect the products from the Seller's factory.
- b) Orders shall be placed by email by a person who has been previously empowered to do so by the Buyer, to an email address of the Seller which has been given to the Buyer. For avoidance of any doubt it is assumed that the person empowered by the Buyer to place orders is also empowered to conclude a contract with the Seller and to accept the Terms. The email correspondence form shall also be used for any Buyer's alterations to any placed orders.
- c) Any alterations to the placed orders may be done by the Buyer only until the Seller has started the execution of such an order. Any later alterations shall be deemed as new orders, which shall be executed only when the payment for previously produced goods based on earlier orders has been made.
- d) The orders shall be placed by email. However, the Buyer shall take all necessary steps to ensure that an order sent to the Seller has reached the Seller complete. The Seller is not liable for any problems that may occur in case the Buyer's order does not reach the Seller in full or incomplete. In case the Buyer places orders through an ICT network, the Buyer shall confirm monthly, all placed orders in writing. In case the Buyer fails to do so and in case of any discrepancies between the Seller's documents and the Buyer's documents, the Parties agree the Seller's documentation shall be binding.
- e) The Seller shall confirm the acceptance of an order for production by email based on the general terms and conditions according to these Terms or proposes the production of such an order on different terms. In such case the Seller shall proceed with the production only after receiving an acceptance of the Buyer by email of such different terms (in particular, but not limited to: quantity, deadlines, price etc.). The Seller is bound by the terms sent in the confirmation of an order within 1 (one) working day. Lack of any acceptance from the Buyer of such terms shall deem the order to be null and void and the Seller is released from the Seller's obligations and from the production of such order.
- f) An order may contain one batch of products or more than one batch and then the parties shall establish a schedule of production (schedule of deliveries) of each batch.
- g) In case the Buyer cancels an order which the Seller started executing, the Seller shall be entitled to impose on the Buyer the production costs of such order. In such case the Seller shall issue a debit note with a payment terms 7 days.

#### 3) Prices

- a) The prices used between the parties are according to the price-list of the Seller which is in force on the day of an order placement or is included in an offer placed by the Seller and accepted by the Buyer.

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- b) The parties may establish different prices however such agreement shall be done by email correspondence.
- c) In case the parties have agreed the deliveries schedule, the parties shall be bound by it in the time period specified in the schedule. The glass ordered outside of the agreed schedule shall not be included in the deliveries schedule and in reasonable cases such orders may be quoted with different prices if the Seller needs to cover additional costs of the production and prior informs the Buyer of such costs and situation.
- d) Orders for special kinds of glass, which is not included in the Seller's price-list or in the Seller's offer shall be produced upon an individual quote prepared by the Seller.

- c) If the Buyer cannot receive the delivery of products on the date when the products are ready for delivery or the Buyer is delayed with the pick-up of products, the Seller is entitled to impose on the Buyer a contractual penalty in the amount of 0,1% of the value of the not received or not picked-up batch of the products for each day of delay. The Buyer shall also be liable towards the Seller to pay all costs incurred in connection with the storage of such products, including the costs of additional loading and transport. This amount does not supersede other costs and compensation which may be imposed on the Buyer due to the Buyer's delay in the pick-up or reception of the products on the set date.
- d) All risks connected with the products pass onto the Buyer at the moment of placing the products for the Buyer's disposal at the agreed place of delivery or the beginning of the hand-over of the products by the Buyer from the Seller.
- e) In case the Buyer's late payment of the Seller's invoices exceeds the trade credit or delays payment of the Buyer's obligations, the Seller has the right to suspend production of the products, deliveries of the products or next deliveries until the Buyer pays all the due payments, upon a prior notification to the Buyer. After the Buyer has made the payments, the parties shall establish new dates for production of the order or the delivery dates. In such cases the Seller is not liable for any damages that the Buyer may suffer due to the change of the previously established dates of production or deliveries.
- f) The subject of the act of receiving of the Seller's products in the quantity and quality of the products and it shall commence upon signing a delivery report by an empowered representative of the Buyer. Any claims as for any apparent defects of the delivered products, in particular such as scratches, breakage or cracks shall be accepted only if they have been listed in the delivery protocol and confirmed by the Seller's representative, with reservation of the clause 12) of these Terms.

**4) The ways of calculating the surface of the products – tolerability**

- a) All characteristics and features of the products /e.g. physical, optical, aesthetics/ may be subject to tolerability and variations, specified in detail in the professional literature of the Seller and the reference documents. The Seller's literature is available for the Buyer on demand and is made public on the web page <http://www.pilkington.pl>. In such respect specified mistakes and differences are allowed inter alia tolerability in respect to weight, measurements, thickness, composition, mechanical and optical properties, colour, flatness etc., which can also be caused by the imperfection of the practical tests and control methods.
- b) The surface of each product in m<sup>2</sup> (calculating) accurate to two places after point, that is 0.01 m<sup>2</sup>, is used as a base for the measurements of the products' surface. The measurement of the surface of each item of products, calculated in units in an order, is changed to m<sup>2</sup> and rounded to one hundredth place in the following manner:
  - if the surface of a sheet of glass is calculated accurately to the thousandth of a m<sup>2</sup> or more; in the case when the number specifying the thousandth part of a m<sup>2</sup> equals, or in higher than 5 (five), the surface of glass is rounded up to a full hundredth part of a m<sup>2</sup> and adding 1 (one) on the second place after the point.
  - if the number specifying the thousandth part of a m<sup>2</sup> is lower than 5 (five), in this case the surface of glass is rounded down to a full hundredth part of a m<sup>2</sup> omitting the numbers on the third and further places after the point.
- c) The surface taken by the other contour of a sheet of glass is deemed to be the surface of a product for insulated glass and other products with multi layers, regardless of the quantity and surface of the layers of glass which constitute a ready product. The surface used for calculation for glass shaped other than a rectangle is taken to a rectangle circumscribed on a geometric figure of the sheet of glass.
- d) The measurement units based on the Seller's decision can be:
  - surface (in m<sup>2</sup>) or items for goods and products or
  - surface (in m<sup>2</sup>), items or circuit (in linear metre) for services.

**5) Execution of an order, deliveries and pick-up**

- a) The delivery date and pick-up date of an order or particular batches of products shall be established each time between the Seller and the Buyer.
- b) In case the parties have established a delivery schedule a delay of the Seller regarding any of the particular batches of the products to be delivered shall not enable the Buyer to reject the receipt of the other, later batches of products, delivered according to the schedule.

**6) Transport**

- a) The Seller reserves his right to the choice of form of transport of the products and the way of shipment in cases of the delivery of the products to the place indicated by the Buyer.
- b) If the Buyer identifies that the products or any part thereof has been damaged in transport or is different to the order as for type, quantity, size (other than tolerability specified in clause 4 hereof), the Seller shall replace such products for new items only if the Buyer has filed to the Seller a written (otherwise null and void) claim regarding the damages or the inconsistency of the delivery protocol upon the delivery of products. In any case the Seller shall reserve the right to check each item which was subject to a written claim of the Buyer.
- c) With the exception of the liability specified in clause 6 b) hereof, the Seller shall not be liable towards the Buyer for any losses and damages of the products which are damages and/or and inconsistent by type and/or size and/or the quantity with the order.
- d) The delivery shall be deemed complete at the moment when the products are ready for unloading at the place of delivery, indicated by the Buyer in the order in a place on earth. The products shall be deemed ready for unloading after all the tilts, lines, chains and other fixtures have been removed. The full responsibility for the unloading is borne by the Buyer

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unless the parties have agreed otherwise in writing (otherwise null and void).

- e) Before the products arrive and not later than after the products have reached the place of delivery, the Buyer shall provide working equipment for unloading. Once the products are ready for unloading, the Buyer shall unload them without any delay. The Seller shall have the right to impose on the Buyer all outgoings and costs borne as a result of non-compliance of the Buyer with this obligation. Without any prejudice to the above regulation, the products shall be deemed not to be unloaded without any delay if the Buyer has not unloaded the products in full within 4 (four) hours from the time the products have arrived at the place of delivery.
- f) Any claims related to so called „breakage” in transport shall be reviewed only if the damages have been notified by the Buyer in the written delivery protocol.
- g) In case the Buyer is responsible to the pick-up of the products from the Seller at the Seller's production plant, the Buyer shall check if the products have been correctly packaged and loaded before they leave the plant. The Seller shall not be liable for any loss, damages regarding the products after they have been made available for the Buyer and picked up by the Buyer.
- h) The pick-up of the products shall be done only by a person empowered by the Buyer. The person conducting the pick-up of the products in the place of delivery indicated by the Buyer shall be deemed to have all necessary proxies from the Buyer.

#### 7) Racks

- a) The products are delivered and picked-up by the Buyer on metal racks, which are and shall remain, the ownership of the Seller, even after the delivery has been concluded.
- b) The Buyer shall enable the Seller to pick-up the racks or return them within 14 days from the pick-up date or the delivery of the products on the racks.
- c) If the Buyer does not return the racks within the specified term, prevents or hinders the pick-up of the racks or has failed to immediately report any damage or loss of the racks, the Seller is entitled to charge the Buyer with a contractual penalty in the Seller's sole discretion for each lost rack or for a rack not returned within 14 days from the return-date, in the amount according to the value of the new rack of such type indicated from time to time on the website in the tab "Stojaki-Racks":  
<https://www.pilkington.com/pl-pl/pl/odbiory-szkl/og%C3%B3lne-warunki-um%C3%B3w-pilkington-igp-sp.-d.-z-o.-d.-o.-d.->
- d) The contractual penalty shall be imposed based on a debit note issued by the Seller, with the payment term of 14 days.
- e) In the rack has been returned until the end of next month following the issuance of the debit note, the Seller shall correct the amount of the imposed contractual penalty to 0 PLN.
- f) For each following month of delay, the Seller shall retain 10% of the amount of the contractual penalty and correct the rest of the amount until the value of the rest of the note has been exhausted.
- g) In case a rack has been returned damaged, the provisions of point c) above shall be used accordingly.
- h) In case the Buyer is in delay with the return of the racks or is in delay with the payment for the debit notes issued in accordance with the point d) above or the payment specified

in point i) below, the Seller reserves the right – upon a prior notification to the Buyer – to suspend the production of the products, deliveries of the products or next deliveries until the Buyer has returned all the racks or has paid the contractual penalty specified in point c) or/and in point i) below and the Seller has received new racks in the place of the lost, not returned or damaged racks. When these conditions have been met the parties shall establish new dates for the production of the products or for the deliveries. In such cases the Seller is not liable for any damages or loss that the Buyer may suffer due to the change of the previously established dates for production or deliveries.

- i) Notwithstanding the right to impose the contractual penalty specified in point c) above, in case the Buyer does not return the racks in time, the Seller within his sole discretion, is entitled to charge the Buyer for each day of making use of the racks by the Buyer – in the amount of 15PLN net for each day of using of type L rack, in the amount of 20 PLN net for each day of using of type A rack, in the amount of 30 PLN net for each day of using of type GIGA, MEGA, LXX rack, by issuing of a VAT invoice with 7-day payment term.

#### 8) Payment for deliveries

- a) The payment of the Seller's remuneration shall be made by the Buyer so that the Seller's bank account has been credited not later than on the last day indicated as the payment day, as established between the Seller and the Buyer.
- b) As a condition for a possible discount given for cash payments is the full payment of existing and not paid obligations of the Buyer.
- c) If the Buyer is late with any part of the payments, all his obligations are immediately due regardless of any set forth and indicated on any invoice payments terms.

#### 9) Trade credit

- a) The Seller is entitled to establish for the Buyer a trade credit for the purpose of the contract, as a unilateral decision on its amount, regarding the current quantity of turnover and the trade risk. However, the amount of trade credit is subject to any change by the unilateral decision of the Seller. The Seller may make the decision on the trade credit dependent on the establishment of certain securities for the Seller.
- b) In case the Buyer exceeds the trade credit, the provisions of clause 5 e) hereof shall apply.

#### 10) Securities

- a) The Seller reserves the right to demand from the Buyer an establishment of securities for the proper execution of the contract before the production of the first order commences, as well as at any stage of the production. The kind of security shall be indicated by the Seller. The provision of such security may be a condition for the acceptance and production of any orders.

#### 11) Quality warranty

- a) The Seller provides the Buyer with a warranty for insulated glass produced in production plants of Pilkington IGP Sp. z o.o. and delivered Pilkington **Insulight™** in the scope and terms and conditions as provided in the "General conditions of a standard warranty for insulated glass produced by Pilkington IGP Sp. z o.o.". The text of the warranty is provided to the Buyer on his demand and is made available on the web-site : <http://www.pilkington.com/pl-PL/pl>.
- b) The warranty is provided for the following period:
  - 5 years for insulated glass in rectangular shape,
  - 2 years for insulated glass with shapes other than rectangular.

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- c) The warranty is provided only for the Buyer and its assignment to any other party requires the prior written (under the pain of nullity) consent of the Seller.

**12) Products with defects, Liability for defects**

- a) The parties exclude the Seller's liability for the defects (statutory warranty for defects) apart from the liability described herein.
- b) The quality of the products manufactured by the Seller shall be verified based on the "Quality check criteria of glass products manufactured by Pilkington IGP Sp. z o.o." and in accordance with the relevant PN/EN norms and the Polish construction law and only the lack of conformity of the products with the documents mentioned herein may constitute a defect, which the Seller is liable for.
- c) Unless the Buyer clearly stated otherwise, the Seller shall proceed with quality claims in accordance with these Terms stipulating a warranty for defects claim.
- d) The Buyer shall examine the quality of products without any delay after the delivery protocol has been signed, in any case before the Buyer has started the processing of the products or the further work on the products. If the Buyer does not notify the Seller about the existence of defects in the products within 14 days of the date of signing the delivery protocol, the Buyer shall have no claims and right arising thereof.
- e) The claims shall be notified by the Buyer by email correspondence to the same email addresses as used for the placing of orders or in writing by registered mail to the Seller's registered seat. The claims shall contain at least the number of the order, description of the notified defect, the term when the alleged defect was detected. Any quality claims that do not meet the requirements specified herein or not complete shall have no legal effect.
- f) After the claims has been filed, the Buyer shall deliver the alleged defective products of the claim to the Seller's production plant at the Buyer's cost and risk, unless the Seller has informed the Buyer about a different procedure regarding the claim.
- g) The claims on the alleged defects shall be reviewed by the Seller within 30 days from the date of the delivery of the allegedly defective products by the Buyer to the Seller's production plant or from the date of inspection of the allegedly defective product in a different place or manner, specified by the Seller. In case the review of the claim requires laboratory tests or any additional expert opinions, the time of the review of the claims shall be extended by such required time. In case the claims has not been reviewed in the time period specified herein, it does not constitute an acceptance of the claim.
- h) In case the Buyer detects an alleged hidden defect (inherent in a product), the Buyer shall notify the Seller thereof via email correspondence (otherwise null and void) within 3 days from the date the alleged defect was detected. If the notification has been made in accordance with these Terms and the Seller has decided the claim is justified, the Seller may decide that the defective product shall be replaced for a new one or the Buyer shall be reimbursed for such product provided the payment for such product has already been made by the Buyer.
- i) If a product is confirmed to be defective by the Seller, the Seller is only obliged to reimburse the Buyer for the defective product or to deliver a product free of defects free of charge to a place indicated by the Buyer or his empowered in the

order for such product representative. The Seller is free from any liability for any costs and damages connected with the quality claim, in particular but not limited to any direct or indirect costs and damages, connected with the above situation (including but not limited to: necessary work force, additional materials, means of transport, scaffolding, any damages and compensation or contractual penalties, dismantling of the defective products, cost of the return of the products to the Seller, installation of the replaced products free from defects etc.).

- j) In case the verification of the alleged defects shows that the alleged defects are not defects for which the Seller is liable based on these Terms, all costs arising thereof, connected with the return of the products and any damages incurred during such return are borne by the Buyer.
- k) Apart from the cases expressly indicated by the Seller, the Seller does not warrant that the bought products by the Buyer will be right for the purpose intended by the Buyer or to be used for a special purpose and place, even if the Seller could have known or been informed of such purpose and conditions.
- l) All the Buyer's claims shall be rejected if the Buyer has handled the products in breach of the professional norms and guidelines of the Seller or against the regulations of the storage of glass or the transport guidelines specified in the commonly available literature of the Seller connected with the product, copy of which is available on the Buyer's demand and on the web-site: <http://www.pilkington.com/pl-PL/pl> in the tab "Quality evaluation and information for Pilkington IGP product's user". The Buyer's obligation is to accustom himself with these documents.
- m) The Seller is not liable for the damages to any glass admitted to the Buyer's production plant and submitted for further treatment regardless of the fact if any defects were detected at that moment or as a result of any treatment, cutting, insulating, gluing, hardening, coating etc. The Seller is not liable for any defects in the glass coating taken-over by the Buyer for processing.
- n) The Buyer forfeits his right to any claims for any defects which were not notified to the Seller before the products were processed or further treated or in case the claims has not been filed in accordance with these Terms and/or in the time period specified in these Terms.
- o) The Buyer shall pick-up from the Seller all products that were a subject of a quality claim that was rejected by the Seller as unjustified, within 7 days from receiving a notification from the Seller. All products that have not been picked-up within the time-period specified herein shall be utilized by the Seller at the Buyer's expense and risk.
- p) In case the claim was found by the Seller as justified, due to security reasons and liability for the product, the Seller shall utilize the products handed-over for the review of the claim. If the claim review was conducted without the hand-over of the defective product, the Buyer shall hand-over the defective products to the Seller within 7 days from receiving the Seller's decision on accepting the claim as justified or within 7 days from the dismantling of the defective products from a building in case the defective products had been installed on a building before the claim was filed.

**13) Force majeure**

- a) If the performance of the contract or any of its obligations are impossible due to force majeure, the Seller is free from

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any liability for losses and damages caused by a non-performance of the contract or any of its obligations.

- b) The terms „force majeure” shall mean an extraordinary event or circumstance beyond the control of the Seller, such as a war, limitation in energy or gas supply, strike, epidemic, pandemic, industrial actions, riot, crime, or an event described by the legal term an act of God (hurricane, flood, earthquake, volcanic eruption, etc.), which prevents one or both parties from fulfilling their obligations under the contract.

**14) Seller's liability**

- a) The maximum total liability of the Seller towards the Buyer based on the contract, from all possible titles of liability, including the payment of contractual penalties shall not exceed 10% of the value of the order, with the reservation of clause b) below.
- b) The Buyer is entitled to impose on the Seller a contractual penalty for a delay in production in the amount of 0.1% of the value of this part of the order for which the Seller is delayed with production. The contractual penalties for such delay may be imposed only starting from the 10<sup>th</sup> day of delay from the date of fulfillment of production established by the parties. The contractual penalties based on this title cannot exceed the total value of 10% of the value of this part of the order which the Seller is delayed with.

**15) Final provisions**

- a) Any rights of the Buyer or any possible claims of the Buyer towards the Seller cannot be a subject to any assignment to any third parties without a prior consent of the Seller, given in writing otherwise being null and void.
- b) All disputes arising in connection with the parties of the contract shall be resolved by Polish courts in Kraków, Poland.
- c) Any matters not regulated by these Terms shall be governed by Polish law, in particular by the provisions of the Polish Civil Code.
- d) The Seller and the Buyer exclude the application of the United Nations Convention on the contracts for the international sale of goods executed in Vienna on 11 April 1980. Therefore, the contract concluded based on these Terms is governed solely by Polish law and the sole jurisdiction for any disputes arising thereof have national courts of the Republic of Poland as stipulated in point b).

These General Terms and Conditions of Contract come into force on 01 September 2022

**Krzysztof Granicki**

Przewodniczący Zarządu

Krzysztof Granicki – President of the Management Board



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