

TELFORDS OF PORTLAOISE LIMITED

CONDITIONS OF SALE

IE 6583914 I

1. These terms and conditions shall govern all Contracts for the supply of goods (hereinafter called "the Goods") by Telfords Portlaoise Limited (hereinafter called "the Company") to any other person (hereinafter called "the Customer") and shall prevail over any contrary or inconsistent terms or conditions contained in or referred to in the Customer's Order or in correspondence or elsewhere and all or any conditions or stipulations contrary or inconsistent to these terms and conditions are hereby excluded and of no force or effect. No variation or purported variation of these terms and conditions shall have effect unless expressly agreed to in writing by the Company. No Employee of the Company has authority to vary or add to or depart from these terms and conditions or make any representation about the goods or the Contracts made hereunder.

2. Quotations by the Company shall not constitute offers by the Company to supply the goods or carry out the work referred to therein, and no order placed in response to a quotation will be binding unless accepted by the Company in writing. All such acceptances by the Company are strictly subject to availability of the goods ordered and, where appropriate, to the Company being able to obtain any necessary licences or permits for same and to such licences or permits remaining valid.

3. The prices of the goods shall be those ruling at the date of supply. Any Value Added Tax payable in respect of the goods supplied under these terms and conditions will be borne by the Customer. Any prices quoted by the Company for goods are provisional prices only and should there be any fluctuation between the prices quoted and the prices pertaining at the date of supply of any goods the prices pertaining at the date of supply shall be the prices payable by the Customer for the goods.

4. The times, if any, specified for the commencement and completion of the delivery of the goods are approximate times only and shall not form part of the contract or contracts or be binding upon the Company and the Company shall not be liable in any respect whatsoever for failure to supply or deliver some or all of the goods by such times, if any, specified as aforesaid. Time of delivery is not in any circumstances of the essence of the contract/s.

5. (a) Payment of sums due to the Company for goods shall be made (i) on cash sales, at the point of sale and (ii) where the Customer has opened a credit account with the Company, within 30 days from the date on which the goods are invoiced unless otherwise specified. (b) Non payment by the Customer of any sums due to the Company shall entitle the Company, without prejudice to any other rights it may have, to discontinue any further supplies and the Company shall be entitled to withhold supply of the goods or any part thereof until all monies due by the Customer to the Company on whatever accounts are paid. (c) The Customer shall not be entitled to withhold payment of any sums due to the Company merely by reason of the fact that part only of a consignment of goods has been supplied and in such event the Company shall be entitled to payment for such part or parts of such consignments of goods as have been supplied. (d) Whether the Company discontinues supplies of goods where payment for some goods is overdue or decides to continue to supply goods where payment for some goods is overdue notwithstanding its entitlement to discontinue such supplies, the Customer shall pay to the Company simple interest at a rate to be determined by the Company (which shall not be less than 2.5%) on such overdue payments until such overdue payments, together with accrued interest, have been paid in full. Such interest shall be payable on demand and it may be charged and added to the balance of overdue payments from time to time. A statement from the Company of its intention to charge interest and as to the rate of interest applicable under this paragraph shall, in the absence of manifest error, be conclusive. (e) The Company reserves the right to apply any monies received from the Customer in discharge of the oldest invoice/s remaining unpaid at any time. (f) The Company reserves the right, at its discretion, to supply goods by instalments and where goods are supplied by instalments, each instalment shall be deemed to be the subject of a separate contract and the Company shall issue an invoice and the Customer shall pay for same as if each instalment constituted the performance by the Company of a separate contract and no default or failure by the Company in respect of any one or more instalments shall vitiate this agreement in respect of any goods previously supplied or in respect of any unsupplied goods.

6. Ownership of and title to goods supplied by the Company to the Customer shall remain in the Company until such goods have been paid for in full. Until such goods have been paid for in full, the Customer shall (a) store such goods so as clearly to show them to be the property of the Company and shall keep such goods in perfect order, repair and condition suitably stored and protected from the weather (b) hold such goods and all monies received from any sub-sales thereof as Bailee and Trustee respectively for the Company provided that nothing herein shall constitute the Customer the agent of the Company for the purpose of any such sub-sale (c) if the Customer shall sell or otherwise dispose of some or all of the goods before payment in full for same has been made to the Company the Customer shall in such case act on its own account and not as agent for the Company and shall hold all monies received from such sale or disposal in trust for the Company (d) the Company shall be entitled to repossess any goods supplied to the Customer in respect of which payment is overdue and thereafter to resell or otherwise dispose of same. The Customer HEREBY GRANTS an irrevocable right and licence to the Company, its servants and agents, to enter with or without vehicles on all or any premises of the Customer on which such goods may be situated for the purpose of repossessing the said goods. The Customer further agrees and undertakes not to obstruct or in anyway to resist the Company in its efforts to repossess such goods either from the Customer's site or sites or from any other site or sites at which such goods may be situated. If the Company should exercise its rights pursuant to this sub-clause it and/or its agents will take reasonable care to avoid causing damage or inconvenience to the Customer and/or its property but the Company and/or its agents shall not be liable for any such damage or inconvenience caused notwithstanding (e) if demanded by the Company, deliver up to the Company any goods not paid for when payment has fallen due howsoever that nothing in this clause (clause 6) shall confer any right upon the Customer to return some or all of the goods to the Company and the Company may maintain an action for the price of the goods or some or all of same notwithstanding that ownership of and title to the goods shall not have vested in the Customer.

7. Notwithstanding that the title in the goods shall not pass to the Customer, except as is provided in Clause 6, the goods shall be at the risk of the Customer from the time of collection by the Customer or delivery to the Customer of such goods.

8. (a) Goods sold and supplied hereunder are not tested by the Company or sold as fit for any particular purpose and the Customer and not the Company is responsible for selecting the goods which are suitable for the Customer's purpose. (b) The Company gives no warranty, guarantee, undertaking or assurance and makes no representation whatsoever in regard to the fitness of the goods, or some or any of them, for any particular purpose or of the quality of the goods. (c) Under no circumstances shall any liability whatsoever attach to the Company in relation to allegations of damaged or defective goods unless such allegations of damaged or defective goods are reported in writing to the Company within five working days of supply of the goods alleged to be damaged or defective and facilities are immediately provided to the Company or its agent to inspect the said goods. If the Company or its agent, having inspected the said goods, agrees with the Customer that the goods are damaged or defective, normal wear and tear excluded, then provided such damage or defect is or was not caused by any act omission or neglect by the Customer its servants, agents or employees, then the Company will accept return of the goods so damaged or defective and will issue a credit note to the Customer for replacement of same. (d) The Company's liability for any claim, whether in contract, tort (including negligence) or otherwise for any loss, damage, inconvenience and/or costs arising out of or in connection with the goods or any of same shall in no case exceed the price paid by the Customer for such of the goods as give rise to such claim. (e) In no circumstances shall the Company be liable for any loss of profits (whether current or future), loss of opportunity or enterprise, special damages or any consequential loss, special loss, incidental loss, punitive loss or damage suffered or alleged to be suffered by the Customer whether occasioned or alleged to have been occasioned by the negligence of the Company, its employees, servants and/or agents or otherwise. Howsoever that nothing in this clause or this agreement is intended to or shall have the effect of limiting, excluding, prejudicing or in any way adversely affecting the rights of the Customer if acting as a consumer at Common Law or pursuant to the Sale of Goods and Supply of Services Act 1980, the European Communities (Unfair terms and Consumer Contracts) Regulations

1995, the Consumer Protection Act 2007 or any other similar or analogous legislation or statutory provisions for the time being in force in the Republic of Ireland nor shall they operate to limit or exclude any statutory rights which cannot be legally limited or excluded, including the statutory rights of consumers. Nothing in these terms and conditions shall exclude or limit the liability of the Company for death or personal injury resulting from the negligence of the Company or any of its employees, servants or agents.

9. (a) All deliveries of goods to the Customer shall be to a point on the Customer's specified site/s or the site/s at which the Customer requires the goods to be delivered as agreed in advance between the parties (here in after called "the delivery point") and the Customer undertakes to ensure that the delivery point shall be cleared and made ready for the delivery and receipt of the goods, and that the entrance and exit ways to the delivery point are open and/or unlocked and adequate in terms of size or capacity to receive the goods.

(b) If in the opinion of the Company and/or its delivery agent the delivery point is not adequately cleared and/or made ready for delivery and receipt of the goods or some or any of them and/or the entrance and exit ways to the delivery point are not open or unlocked or are of inadequate size or capacity to receive the goods or some or any of them, or, if for any other reason, in the opinion of the Company or its delivery agent the delivery point is not adequately prepared for the receipt of the goods or some or any of them, or it poses or might pose an unacceptable risk to the Company, its servants, agents or employees, or to the goods or some or any of the goods to complete delivery, the Company expressly reserves the right to refuse to complete delivery of the goods or some or any of them. In such event the Company will arrange for the storage of the goods or some or any of them at cost to be borne by the Customer and the Company shall notify the Customer at the earliest reasonable opportunity as to where the goods or some or any of them are stored, the cost of storage and the cost to the Customer for completion by the Company of delivery of the goods. (c) Goods are deemed to be supplied, and the Company is deemed to have properly performed its obligations under these terms and conditions, when the Company delivers the goods to the delivery point or, by agreement, when the Company makes the goods available for collection by the Customer or any agent of the Customer or any carrier employed by the Customer (who shall be the Customer's agent and not the agent of the Company) at the Company's premises. (d) The Company will not undertake delivery of goods for or on behalf of the Customer to any third party and delivery of goods shall be to the Customer at the delivery point as hereinbefore set out. (e) The Company reserves the right to charge for all deliveries of goods to the Customer. (f) In the absence of an express agreement to the contrary, all supplies of goods to the Customer shall take place and be completed during normal working hours meaning between the hours of 8.00am and 1.00pm and 2.00pm and 5.00pm, Monday to Friday (exclusive of any bank holidays and normal public holidays). Notwithstanding, if the Company agrees to a special request by the Customer for delivery of goods outside of normal working hours, the Company reserves the right to charge an additional delivery fee which will be agreed by the parties prior to completion of the delivery. If the Customer does not agree to the additional delivery fee, or if no agreement is reached in relation to an additional delivery fee, then delivery of the goods shall take place during normal working hours.

10. The Company shall not be liable to the Customer or to any third parties for failure or delay in performance of any of its obligations to the Customer where such failure or delay in performance results from any cause or causes beyond the control of the Company or beyond control of the Company's suppliers including, but not limited to, war, sabotage, riot or other acts of civil disobedience, strikes, lock-outs, trade disputes or other trade disturbances, acts of God, acts of any Government, Government Agency or such like body, legal actions or restrictions, embargos, illness, accident, fire, explosion, flood, tempests, delays in delivery to the Company or by the Company's suppliers, shortage of labour, fuel, raw materials or machinery, weather or any other force majeure and in the event of failure or delay in performance by the Company for any such cause the Company shall be entitled, without liability to the Customer or to any third parties, to cancel or vary the terms of the contract or contracts to supply goods pursuant to these terms and conditions.

11. In addition to the Company's entitlement to withhold supply of goods or any part thereof until all monies due by the Customer to the Company on whatever accounts are paid and without prejudice to any other rights which the Company may have, the Company shall be entitled to cancel any uncompleted orders and withhold or suspend supply of further goods and to demand payment forthwith of all sums due by the Customer to the Company and in any other way it deems appropriate and reasonable to vary its agreements with the Customer up to and including, where appropriate, termination of such agreements if the Customer (a) fails to comply with any of these terms and conditions and/or any payment or credit terms agreed between it and the Company (b) commits an act of Bankruptcy or insolvency or makes an arrangement or composition with its creditors or suffers any distress or execution to be levied against it (c) has a Receiver, Examiner, Administrator or Liquidator appointed to it (d) resolves or is ordered to be wound up or serves Notice of Intention to call a creditors' meeting (e) acts in such a way as to cause damage to the Company's business, goodwill or reputation or (f) without prior agreement with the Company, cancels a direct debit mandate in favour of the Company or if a cheque furnished by the Customer is returned unpaid to the Company.

12. The Contracts between the Company and the Customer shall be governed by and interpreted in accordance with the laws of the Republic of Ireland and the parties hereto irrevocably agree that the Courts of Ireland shall have exclusive jurisdiction to hear and determine any legal proceedings which may arise out of or in connection with these terms and conditions and any contracts between the parties hereunder.

13. If any goods are supplied with packaging designated by the Company as "returnable", the Customer shall return such packaging, carriage paid and in perfect order and condition, to the Company within one month of supply of such goods to the Customer.

14. The Company will not be liable for loss or damage to goods or materials in transit in the Republic of Ireland or elsewhere.

15. Goods shall not be returned after supply without the Company's prior agreement in writing and in any such event the Customer must prove to the satisfaction of the Company that the goods intended to be returned were in fact supplied by the Company. When the Company so agrees, the Customer shall pay a re-stocking charge of 15% of the price of the goods.

16. If any one or more of these terms and conditions shall for any reason be held to be unenforceable, illegal or otherwise invalid, such unenforceability, illegality or invalidity shall not affect any other of these terms and conditions and these terms and conditions shall be read and construed as if such unenforceable, illegal or invalid provision(s) had never been contained herein.

17. The Company is a member of the Grafton Group PLC (hereafter called "the group"). When the Customer, being an individual, opens an account with the Company, the Customer will be asked to provide proof of address documentation. Examples of suitable proof of address documentation include (a) a current utility bill (issued within 3 months) (b) a current bank/building society/credit card statement (issued within 3 months) (c) current household or health insurance documentation, including policy schedules or renewal notices and (d) current motor insurance documents, including policy schedules or renewal notices. Such documentation (hereafter called "the data") may be copied or details contained on such documents may be noted by the Company provided the Customer has given consent to same. Such data may, with the Customer's consent and subject to the provisions of data protection legislation, be collected, stored and processed, including sharing the data with other companies within the group, for any of the following purposes (hereafter called "the purposes"): (i) to provide the Customer with information about products or services which the Customer may be interested in (ii) to enable or assist the Company to carry out its obligations in regard to any contracts for supply of goods and/or services to the Customer (iii) to enable the Company to notify the Customer of changes to the Company's services and/or terms and conditions (iv) to assist or enable the Company to deliver goods to the Customer (v) to assist the Company in its administration, risk assessment and credit checking, including carrying out credit checks against the Customer.

TELFORDS PORTLAOISE LTD. T&C