

KCR BUILDERS PROVIDERS LTD TERMS AND CONDITIONS OF SALE

1 GENERAL

(a) In these terms and conditions "KCR", "we" or "us" means KCR Builders Providers Limited specified in the contract for the sale of goods to you, and "you" means the buyer, and "our" and "your" shall be construed accordingly.

(b) These conditions apply to all sales of goods by us and shall prevail over any other terms or conditions contained or referred to in your order or in correspondence or elsewhere or implied by trade custom, practice or course of dealing unless such other terms or conditions are specifically agreed in writing by one of our Directors. No variation or exclusion of these conditions shall be effective unless specifically agreed in writing in advance by one of our Directors.

(d) No terms or conditions of any main building contract or sub-contract shall affect these conditions whether or not we have notice of them.

(e) If any provision or part of a provision of the contract is found by any court, or other body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable or unenforceable it shall to the extent of such illegality, invalidity, voidness, voidability or unenforceability be deemed severable and the remaining provisions of the contract and the remainder of such provision shall continue in full force and effect.

(f) The headings appearing above each condition are included for reference purposes only and shall not affect or limit the interpretation and effect of these conditions.

2 QUOTATIONS

A quotation by us shall constitute an invitation to treat and not an offer. We may withdraw or amend any quotation at any time prior to our acceptance of your order.

Acceptance of your order will occur when we issue a written acknowledgement or when we begin to process your order, whichever is the earlier.

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 ESTIMATES OF QUANTITIES AND ADVICE AS TO FITNESS FOR PURPOSE

You acknowledge that you do not rely on, and waive any claim for breach of, any representations made by our employees or agents. Any estimate of quantities needed or advice or recommendation as to the suitability or fitness of any goods for any particular purpose given by our employees or agents, is given without liability on our part. You will be entirely responsible for ascertaining the quantities required and the suitability and fitness of the goods for their purpose.

4 PRICE

(a) Subject to sub-clause 4(d), the price payable for the goods sold shall be that contained in our current price list at the time of dispatch, notwithstanding that this may differ from the price stated in any quotation given by us, unless the price quoted was not a list price current at the time of the quotation.

(b) Any typographical or clerical omission in any sales literature, quotation, price list, acceptance to offer, invoice or other document or information issued by us shall be subject to correction without liability on our part.

(c) Subject to clause 4(d), if there is no list price for the goods sold, or if the price quoted was not a list price current at the time of quotation, then the price to be paid shall be the price specified in the quotation, provided that the order has been accepted by us within the period specified in the quotation.

(d) We reserve the right to make such alterations to our price list as we think fit, in particular we may at any time and without notice to you revise the price payable for the goods sold to take account of increases in costs including (without limitation) costs of any goods, materials, carriage, labour or overheads, the increase or imposition of any tax duty or other levy and any variation in exchange rate since the date of preparation of

the current price list or (in cases falling within clause 4C) acceptance of the order.

(e) Unless we otherwise agree in writing all prices shall be deemed to be exclusive of Value Added Tax which shall be payable in addition by you at the rate prevailing at the tax point.

(f) Unless we otherwise agree in writing we reserve the right to charge you the cost of transportation of the goods to the destination requested by you.

5 TERMS OF PAYMENT

(a) Credit accounts may be opened, subject to satisfactory credit references being obtained, in our sole discretion. Payment for goods supplied on a credit account shall be due and payable not later than the last day of the month following the month of delivery of the goods. If you default in making payment as aforesaid the entire balance of your account shall be payable forthwith and we shall be entitled to charge interest on the account, together with costs and expenses, in accordance with clause 5(d).

(b) For all other transactions payment shall be in cash with the order.

(c) You may not withhold or set off payment of any amount due to us whether in respect of any claim by you relating to goods supplied by us or for any other reason which is contested or for which we do not admit liability.

(d) If you fail to make any payment on the due date then, without prejudice to any other right or remedy available to us, we shall be entitled to:

(i) Cancel the contract or suspend any further deliveries to you;

(ii) Appropriate any payment made by you to such (or the goods supplied under any other contract between you and us) as we may think fit (notwithstanding any purported appropriation by you); and

(iii) Be indemnified by you against all costs and expenses (including legal costs and expenses on a full indemnity basis) incurred by us in recovering sums due or in exercising our rights pursuant to clause 5.

(e) Interest costs and expenses shall be due and payable pursuant to the foregoing clauses notwithstanding the fact that a portion of the account is subject to any dispute or query.

(f) If at any time you are an existing credit account customer and intend, being a company, to alter your constitution or, being a sole trader or partnership, to become incorporated or amalgamated with others, it shall be your duty, to give prior written notice to us of any intended change if you wish to continue credit account facilities following the intended change. Continuance of trading with the amalgamated entity or commencement of trading with a new entity shall be in our sole discretion and only deemed undertaken by us if a written acknowledgement is issued by our Credit Controller or one of our Directors. You agree that we may obtain, retain and provide to third parties, references as to your financial standing.

(g)

(i) Prospective customers wishing to open a Credit Account are requested to furnish two trade references and a bank reference.

(ii) The Company reserves the right to withdraw or vary credit facilities at any time without either giving reason for so doing, or thereby incurring any liability to the Buyer.

(iii) Payment of all accounts are due no later than the last day of the month following the date of the invoice.

(iv) The Company reserves the right to charge interest on Overdue Accounts at the rate of 8% per annum.

(v) All account customers will receive a designated credit limit. If the account exceeds the credit limit assigned, the amount by which the account exceeds that limit will immediately become due for payment, and shall bear interest, until paid in full, at the rate of 8% per annum.

(vi) Please note that when payment is due, full settlement is required.

(vii) In processing your application for credit facilities we may make enquiries of credit reference agencies or other third parties. The information obtained from may be used when assessing further application for credit terms, for debt collection, for tracing and for fraud prevention.

(viii) We reserves the right, at our 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 we shall issue an invoice and you shall pay for same as if each instalment constituted the performance by us of a separate contract and no default or failure by us 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 DELIVERY

(a) Goods are deemed to be supplied, and KCR is deemed to have properly performed its obligations under these terms and conditions, when KCR delivers the goods to the delivery point or, by agreement, when KCR makes the goods available for collection by you or any of your agents or any carrier employed by you (who shall be your agent and not the agent of KCR) at KCR's premises, whichever is the earlier. Delivery dates or times mentioned in any quotation or acknowledgement of order or elsewhere are approximate and not of contractual effect and we shall not be liable to you for any failure to deliver on any particular date or dates, or at any particular time, nor shall time be of the essence of any contract.

(b) Where we deliver to site it is on the understanding that there is a suitable road to the point on the site where delivery is requested. If no such road exists delivery will be made to the nearest point to which, in the opinion of the driver, the vehicle can safely proceed and unload. You undertake 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.

(c) Unless our vehicle is equipped with a suitable crane, all necessary labour and equipment required to unload materials promptly shall be supplied by you and our driver shall not be responsible for unloading.

(d) If in the opinion of KCR 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 KCR 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 KCR, its servants, agents or employees, or to the goods or some or any of the goods to complete delivery, KCR expressly reserves the right to refuse to complete delivery of the goods or some or any of them. In such event KCR will arrange for the storage of the goods or some or any of them at cost to be borne by you and KCR shall notify you 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 you for completion by KCR of delivery of the goods.

(e) If you refuse or fail to take delivery of goods tendered in accordance with the contract we shall be entitled to immediate payment in full for the goods so tendered. We shall be entitled to store at your risk any goods of which you refuse or fail to take delivery and you shall in addition to the purchase price pay all costs of such storage and any additional costs or carriage incurred as a result of your refusal or failure.

(f) On your request, we will within 2 months of delivery, provide evidence of delivery of goods ordered, such as a copy of a delivery note. If you do not raise any query about delivery within such period, the goods shall be deemed to have been delivered in accordance with your order.

(g) KCR will not undertake delivery of goods for or on behalf of you to any third party and delivery of goods shall be to you at the delivery point as hereinbefore set out.

(h) KCR reserves the right to charge for all deliveries of goods to you.

(i) In the absence of an express agreement to the contrary, all supplies of goods to you shall take place and be completed during normal working hours meaning between the hours of 7.00am and 5.00pm, Monday to Thursday and 7.00am to 4pm on Friday (exclusive of any bank holidays and normal public holidays). Notwithstanding, if KCR agrees to a special request by you for delivery of goods outside of normal working hours, we reserves the right to charge an additional delivery fee which will be agreed by the parties prior to completion of the delivery. If you do 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.

7 RISK

The risk in the goods shall pass to you upon delivery.

8 TITLE TO GOODS

(a) Until we have been paid in full the price of the goods and all other goods agreed to be sold by us to you for which payment is then due together (where applicable) with the costs of packaging and delivery plus any interest and charges thereon:-

(i) We shall retain ownership of the goods.

(ii) You may sell and deliver the goods to third parties in the ordinary course of your business, acting towards such third parties as a principal and not as our agent, but you shall hold all proceeds of sale on trust to us in a separate bank account, you hereby assigning to us all rights and claims which you may have against your customers arising for such sales until full payment is made as aforesaid.

(iii) You shall if required by us store the goods in such a way as clearly to show our ownership of them and keep such goods in perfect order, repair and condition suitably stored and protected from the weather.

(iv) You shall notify us immediately upon our demand of the place or places where the goods are situated.

(v) You shall afford to us access to the goods during all normal business hours whether they are upon land occupied by you or your customers and you shall deliver the goods up to us at our request and allow us to remove the same. For this purpose you hereby grant an irrevocable right and licence to our employees or agents to enter upon the said land with or without vehicles on all or any premises of yours on which such goods may be situated for the purpose of repossessing the said goods during normal business hours. You further agree and undertake not to obstruct or in any way to resist us in our efforts to repossess such goods either from your site or sites or from any other site or sites at which such goods may be situated. If we should exercise our rights pursuant to this sub-clause it and/or its agents will take reasonable care to avoid causing damage or inconvenience to you and/or your property but we and/or our agents shall not be liable for any such damage or inconvenience caused notwithstanding.

(b) The authority given to you pursuant to clause 8(a)(ii) will continue until otherwise notified to you by us or until the happening of any of the following events (whichever is earlier);

(i) Any notice to you that an administrative receiver or other receiver or manager is to be or has been appointed in respect of your undertaking or a material part thereof or other property or assets;

(ii) any notice to you that a petition to wind you up is to be or has been presented to you under Section 124 of the Insolvency Act 1986 or otherwise or any notice to you of a proposal to pass a resolution to wind you up (including any proposal by you so to do);

(iii) A decision by you to make a voluntary arrangement or composition with your creditors or any notice to you and/or any of your creditors that a proposal for the same is to be or has been made.

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(iv) You becoming unable to pay your debts as such expression is defined by the Insolvency Act 1986; or

(v) Any notice to you that you are to be the subject of a petition for an administration order or the making of any administration order in respect of you; and you shall immediately notify us in writing upon the happening of any such event.

(c) On receipt of written notice from us or on the happening of any of the events set out in clause 8(b), your authority to sell our goods shall immediately be withdrawn and all such goods and products made therefrom shall immediately be delivered to us at your cost and risk.

9 LIABILITY

(a) You shall inspect the goods upon delivery. We will make good at our option by repair or replacement any defects in the goods due solely to defective workmanship or materials which are notified in writing to us and, in the case of any defect discoverable upon reasonable examination, such notification must be made within 2 working days from the date of delivery and facilities are immediately provided to us or our agents to inspect the said goods and, the case of any defect not discoverable upon reasonable examination, such notification must be made within 2 working days of the date such defect is actually discovered and facilities are immediately provided to us or our agents to inspect the said goods, provided that:

(i) Our above obligations shall not extend to defects caused by wilful damage, negligence (other than by our employees or agents), fair wear and tear, alteration or repair of the goods without our prior written approval, or incorrect storage, application, movement or installation.

(ii) We shall not be responsible either for the cost of removing any defective goods from any place where they are installed or affixed (or making good the place after removal) or for the cost of installing or affixing in such place any repaired or replacement goods unless the same shall have been previously agreed in writing by one of our Directors; and

(iii) our above obligations shall in any event only apply for a period of twelve months from the date of delivery.

(b) We will not accept liability for shortages in quantities delivered unless you notify us of any claim for short delivery of the goods within 2 working days of delivery. In such circumstances our liability shall be limited to making good the shortage.

(c) In no circumstances shall we 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 you whether occasioned or alleged to have been occasioned by the negligence of us, our 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 your rights 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 KCR for death or personal injury resulting from the negligence of KCR or any of its employees, servants or agents.

(d) Where fine or special tolerances are required in the goods supplied beyond those generally accepted in the building trade, no liability shall attach to us unless such fine tolerances are notified in writing to us at the time of order and we have acknowledged in writing that we are prepared to accept such an order.

(e) On request, we will provide information about any guarantee offered by a manufacturer and available to you in respect of the goods.

(f) We will not be liable for loss or damage to goods or materials in transit in the Republic of Ireland or elsewhere.

(g) Goods sold and supplied hereunder are not tested by us or sold as fit for any particular purpose and you and not us is responsible for selecting the goods which are suitable for your purpose.

(h) We give no warranty, guarantee, undertaking or assurance and make 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.

(i) Our 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 you for such of the goods as give rise to such claim.

10 NATURAL MATERIALS

(a) We cannot give a colour guarantee on natural slates due to accelerated and uneven weathering which is typical of certain types of natural roofing slate; invariably this does not affect their functionality or render this natural product unfit for purpose.

(b) All natural materials will have the characteristics of weathering and ageing. Technical information available upon request.

11 MEASURES

We may supply all or any of the goods in either metric or imperial sizes in the nearest equivalent measure and goods may be charged in metric measure allowing for conversion.

12 PACKAGING AND WASTE

(a) A charge may be made by us for any special packaging to cover the cost of labour and materials.

(b) Pallets, crates and cases will be charged for but charges will be credited in full if items are returned to us, carriage paid and in good condition, within 7 days of delivery.

(c) You will be solely responsible for the disposal of any waste arising from the goods and will comply with all applicable laws, regulations and waste management licences relating to such waste. You will indemnify us against all costs, claims, liabilities and expenses incurred by us arising from or in connection with any breach by you of this clause.

(d) If any goods are supplied with packaging designated by us as "returnable", you shall return such packaging, carriage paid and in perfect order and condition, to us within one month of supply of such goods to you.

13 CANCELLATIONS OF ORDERS

(a) Subject to clause 13(b) we may in our sole discretion accept or reject the cancellation or any order after we have accepted such order. We will not accept the cancellation of an order for goods which are to be specially made or obtained or which are liable to deteriorate or expire rapidly after we have accepted such an order nor will any allowance be made in respect of such goods where they are subsequently returned.

(b) Subject to clause 13(c), where you are a "consumer" under a "distance contract", both as defined in the European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013 (SI 484/2013), you may cancel the order within 14 working days after the day the goods are delivered. You must then either return the goods to the branch from which they were delivered or request us to collect the goods; in the latter case you will be liable to pay our costs of collection.

(c) You will not have a right of cancellation under clause 13(b) where the goods are made to your specification or are personalised or are liable to deteriorate or expire rapidly.

14 RETURN OF GOODS

We may in our sole discretion accept or reject the return of any goods which have been incorrectly ordered. If we decide to accept the return of such goods, such acceptance shall be upon such terms as we may determine and in particular we reserve the right to charge for the carriage and handling of such goods. We will not accept the return of goods which are liable to deteriorate or expire rapidly. Goods must be returned within 30 days of the delivery date stated on the Invoice. In relation to boilers,

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showers and shower booster pumps, the company cannot be held RESPONSIBLE FOR FAULTY GOODS once they have been despatched from our premises. In these circumstances, the customer will be required to make contact with the manufacturer direct.

Goods shall not be returned after supply without KCR's prior agreement in writing and in any such event you must prove to us that the goods intended to be returned were in fact supplied by us (proof of purchase must be provided).

When we agree to accept returns, we ask that the product is returned, unopened and in its original undamaged packaging, with proof of purchase, payments made by credit/debit card will be refunded to the same card, a re-stocking charge of 15% of the price of the goods may be applied.

15 FORCE MAJEURE CLAUSE

We shall be under no liability for any loss, damage, delay or expenses caused wholly or in part by Act of God, outbreak of war, civil commotion, governmental policies or restrictions or control, including restrictions of export or import or other licences, trade or industrial disputes of whatever nature, whether or not such dispute involves us, our employees or agents, or by any other event whatsoever which is beyond our control, and in any such circumstance, we may omit goods from, or cancel your order, or postpone delivery of the goods ordered.

16 BANKRUPTCY OR INSOLVENCY

If,

(a) You make a proposal for or enter into a scheme of arrangement or a composition with your creditors or fail to comply with a statutory demand for the repayment of a debt within the time therein allowed; or become apparently insolvent, or

(b) (where you are an individual or, where you are a partnership, in the case of any individual partner) an application is made to the court under Part VIII of the Insolvency Act 1986 for an interim order for the purpose of a voluntary arrangement or an order is made for the administration of your estate pursuant to Part VI of the County Courts Act 1984 or a bankruptcy petition relating to you is presented to the court or you are adjudged bankrupt, or,

(c) (where you a company) a petition for an administration order is presented to the court pursuant to Part 11 of the Insolvency Act 1986 or you pass a resolution or the court makes an order that you shall be wound up (otherwise than for the purpose of amalgamation or reconstruction) or a receiver or administrative receiver is appointed of any of your assets or undertaking or circumstances arise which entitle the court or a creditor to appoint a receiver or administrative receiver, or

(d) (where you are either a company or a partnership) circumstances arise which entitle the court to make a winding-up order, or

(e) (whether you are a company, a partnership or an individual) you take or suffer any similar action in consequence of debt, we may stop any goods in transit and suspend further deliveries and may forthwith terminate the contract without prejudice to the continuation of all our rights hereunder and to any existing claims. Where goods have been delivered but not paid for, the price shall become immediately due and payable.

17 NON-WAIVER OF RIGHTS

The failure by either you or us to exercise or enforce any rights conferred by the contract shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement of such right at any time thereafter.

18 HEALTH & SAFETY

Certain products supplied by us could if incorrectly used, give rise to risks to health and safety. Information in respect of such products is available from us. You undertake to us that you will ensure compliance so far as is reasonably practicable by your employees, agents, licensees and customers with any instructions given by us or the manufacturer for the purpose of ensuring that the goods will be safe and without risk to health when properly used and will take any other steps or precautions, having

regard to the nature of the goods, as are necessary to preserve the health and safety of person handling, using or disposing of them.

19 NOTICES

Any notices hereunder shall be in permanent readable form and shall be deemed properly delivered if addressed to the party concerned at its principal place of business or last known address. Any notice hereunder shall be deemed to have been delivered, if sent by post 2 days after posting, and if sent by any electronic means in common usage, on the next working day after transmission.

20 APPLICABLE LAW

The Contracts 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.

21 Data Protection

When you, being an individual, opens an account with KCR, you 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 KCR provided you have given consent to same. Such data may, with your consent and subject to the provisions of data protection legislation, be collected, stored and processed for any of the following purposes (hereafter called "the purposes"):

- (i) to provide you with information about products or services which you may be interested in,
- (ii) to enable or assist KCR to carry out its obligations in regard to any contracts for supply of goods and/or services to you,
- (iii) to enable KCR to notify you of changes to our services and/or terms and conditions,
- (iv) to assist or enable KCR to deliver goods to you,
- (v) to assist KCR in its administration, risk assessment and credit checking, including carrying out credit checks against you.

A copy of our Privacy Notice can be found at www.kcronline.ie