

### 5.3 Terms & Conditions

1.1 This document (the "Conditions" ) forms part of an agreement between WD Bolster & Son Ltd T/A Bolster Flooring and you, the Customer.

1.2 The Conditions together with the (1) Service Descriptions and/or (2) Product Descriptions and (3) pricing applicable to the Products and Services that you wish to buy together form the whole of WD Bolster & Son Ltd T/A Bolster Flooring's "Agreement" with the Customer. The Agreement is a binding document and Customers should ensure that they understand it.

1.3 Some parts of this Agreement apply to all of our Customers. However other parts are specific to Consumers only or to Business Users only.

1.4 We need to have an agreed written record of what we are supplying to ensure that no mistakes are made. Consequently we will not normally seek to make or agree variations to the Agreement orally and will seek to ensure that changes are documented in writing (which will be required in all cases for Business Users).

1.5 Our Agreement is intended to comply with all of your statutory rights as a Consumer. However, in the event that any uncertainty arises your statutory rights as a Consumer will take priority over the Agreement.

#### 2. Definitions

Business User: legal entity or person who buys or agrees to buy Products and/or Services from WD Bolster & Son Ltd T/A Bolster Flooring other than for private use

Conditions: this document;

Consumer: an individual who buys or agrees to buy Products and/or Services from WD Bolster & Son Ltd T/A Bolster Flooring for private use;

Customer: Consumers and Business Users collectively;

WD Bolster & Son Ltd T/A Bolster Flooring: the WD Bolster & Son Ltd T/A Bolster Flooring Company identified in your Order Confirmation and/or invoice/quotation;

Description: a document forming part of the Agreement which describes a Product or Service that Customers may purchase from WD Bolster & Son Ltd T/A Bolster Flooring

Indemnify: promise to be responsible for another's loss, damage, liability or penalty including promise to compensate for any loss, damage, liability or penalty which occurs;

IPR: "Intellectual Property Rights" , patents, trademarks, registered designs, and applications for same, copyright, design rights, know-how, trade and business names and any other similar protected rights in any country;

Order: request by Customer to purchase Product or Services from WD Bolster & Son Ltd T/A Bolster Flooring;

Order Confirmation: written acceptance by WD Bolster & Son Ltd T/A Bolster Flooring. of Customer's Order;

Price: the total charge for Products and/or Services payable by Customer to WD Bolster & Son Ltd T/A Bolster Flooring;

Products: Individual goods as described in any current document published by WD Bolster & Son Ltd T/A Bolster Flooring physically and/or on its internet site, or in any Order Confirmation and which Customer buys or agrees to buy from WD Bolster & Son Ltd T/A Bolster Flooring.

Services: service and support carried out by or for WD Bolster & Son Ltd T/A Bolster Flooring in accordance with the Service Offering;

Service Offering(s): the Service options offered by WD Bolster & Son Ltd T/A Bolster Flooring as described in any current document published by WD Bolster & Son Ltd T/A Bolster Flooring physically and/or on its internet site, or in any Order Confirmation;

Third Party Products: products not manufactured, assembled or authored by WD Bolster & Son Ltd T/A Bolster Flooring that WD Bolster & Son Ltd T/A Bolster Flooring sells.

#### 3. Quotations/Orders and Changes

3.1 WD Bolster & Son Ltd T/A Bolster Flooring quotations are valid only if in writing and for 10 days after the quotation date, unless otherwise stated in the quotation.

3.2 All Orders for Products and/or Services shall be regarded as an offer by Customer to purchase Products and/or Services under the terms of this Agreement.

3.3 WD Bolster & Son Ltd T/A Bolster Flooring accepts Customer's offer to purchase under this Agreement and makes a binding Agreement by issuing an Order Confirmation. Order confirmation is binding except, in the case of consumers only, where there is a discrepancy between order confirmation and what consumer ordered and where discrepancy is unacceptable to the consumer. It is recommended that Customer review the Order Confirmation and notify WD Bolster & Son Ltd T/A Bolster Flooring within a reasonable period of time of any discrepancies that are noticed.

3.4 WD Bolster & Son Ltd T/A Bolster Flooring reserves the right to make changes to ordered specifications but will identify any such changes in the Order Confirmation. WD Bolster & Son Ltd T/A Bolster Flooring guarantees that any such changed Products will offer at least equivalent functionality and performance. WD Bolster & Son Ltd T/A Bolster Flooring will not make any significant variations to Products or Services without Customer's prior agreement and, except as provided for above, will manufacture and deliver Product in accordance with the Order Confirmation.

#### 4. Price and Payment

All Customers:

4.1 The Price that Customers have to pay will be shown on WD Bolster & Son Ltd T/A Bolster Flooring's Order Confirmation and invoices.

Consumers:

4.2 Payment shall be made for the Product or Service. WD Bolster & Son Ltd T/A Bolster Flooring may suspend delivery of Product or Service until full payment is received. If WD Bolster & Son Ltd T/A Bolster Flooring has delivered Product and/or Services and the Product and/or Services remains neither paid for nor made available for collection when reasonably demanded then WD Bolster & Son Ltd T/A Bolster Flooring may recover the outstanding payment and/or Product and the recovery costs are to be paid by the Consumer.

Business Users:

4.3 Unless otherwise agreed in writing, Business Users must pay within 30 days of the date of invoice. WD Bolster & Son Ltd T/A Bolster Flooring may suspend delivery of Product or Service until full payment is received. If full payment is not received WD Bolster & Son Ltd T/A Bolster Flooring will be entitled to charge interest on the amount outstanding at the rate of 3% per annum above the Dublin Inter Bank Offer Rate. If WD Bolster & Son Ltd T/A Bolster Flooring must recover the outstanding payment and/or Product, recovery costs are to be paid by Business User.

4.4 For Orders to be delivered in installments over a period of time, WD Bolster & Son Ltd T/A Bolster Flooring may adjust prices due to changes to exchange rates, duties, insurance, freight, handling and purchase costs.

#### 5. Delivery

All Customers:

5.1 The delivery date specified in the Order Confirmation is an estimate.

5.2 The place of delivery is as stated in the Order Confirmation.

5.3 For practical reasons, Products may be delivered by installments, which shall be communicated to Customer.

Consumers:

5.4 Delivery will take place less than 30 days after the date of Order unless specifically otherwise agreed at the time of making the Order.

5.5 If the estimated delivery date cannot be met and the revised delivery date will exceed 60 days from the original date of order then Consumer will be contacted and advised of a proposed new date for delivery. If Consumer refuses the revised delivery date and delivery is not made within 60 days from the original date of order or prior to the specifically agreed delivery date if applicable, then Consumer may cancel the order.

5.6 Where Product is delivered in installments, then, unless expressly otherwise agreed at the time of placing the Order, these installments will be delivered within 90 days of placing the Order.

6. Passing of Ownership and Risk

6.1 Ownership of Products passes to Customer on receipt by WD Bolster & Son Ltd T/A Bolster Flooring of full payment or delivery to Customer of Product. WD Bolster & Son Ltd T/A Bolster Flooring may recover any Products supplied at any time prior to ownership passing if Customer is in breach of these Conditions.

6.2 Risk meaning: a: (for Consumers only, within the period of time specified in clause 7.3), a duty to take reasonable care of Product received and b: (after the period specified in Clause 7.3 for Consumers and in all circumstances for Business Users) responsibility for damage caused to or by use, handling or storage of the Product, passes to Customer on delivery of Products to Customer or to their representative.

6.3 No responsibility can be taken by WD Bolster & Son Ltd T/A Bolster Flooring due to damage caused by expansion joints or cut joints in subfloor which can occur through natural movement of subfloors in both old and new buildings. Also no responsibility can be taken by WD Bolster & Son Ltd T/A Bolster Flooring due to rising damp or moisture in sub floor which can occur due to the absence or breakdown of a damp course. A moisture test can be taken upon specific request and treatment can be applied to sub floor to combat rising moisture. This course of action would be tendered for accordingly.

7. Acceptance of Products on Delivery, "Cooling Off" and rights of return and cancellation

All Customers:

7.1 Customer should notify WD Bolster & Son Ltd T/A Bolster Flooring promptly: following delivery of any missing, incorrectly delivered, incorrect specification (subject to Clauses 3.3 and 3.4), or otherwise not as ordered Products or Products which are either in damaged packaging or are visibly damaged; following discovery of any non-visible damage or defect in Product supplied.

7.2 Where Product can be returned to WD Bolster & Son Ltd T/A Bolster Flooring by Customer under the terms of this Agreement, it should be made available for collection at a time which is mutually convenient insofar as possible. Customers should act reasonably in complying with a request by WD Bolster & Son Ltd T/A Bolster Flooring to collect Product at a particular time.

Consumers:

7.3 Consumers may cancel their Orders for any reason until, but no later than:

7.3.1 the end of the 7th "working day" (days other than weekend days and public holidays) after the day of receipt of the Product and/or of the Service Order Confirmation (as applicable); or

7.3.2 the end of the 7th working day after the date when all such information required by law is supplied.

7.4 On cancellation of Products Consumer is obliged to return the goods to WD Bolster & Son Ltd T/A Bolster Flooring in their original condition, undamaged and at the cost of Consumer. Consumer shall take reasonable care to ensure that the goods are not damaged whilst in transit using means arranged by Consumer.

Whilst in possession of the goods Consumer shall be under a duty to take reasonable care of them. WD Bolster & Son Ltd T/A Bolster Flooring shall take action against Consumer for goods returned which have been made unfit for resale or damaged whilst in the possession of Consumer.

7.5 Notwithstanding anything herein to the contrary (including without limitation Clauses 3.3 and 3.4), Business Users may only reject Product for material non-conformity with the Product Description by providing written notice to WD Bolster & Son Ltd T/A Bolster Flooring within 7 days after delivery or otherwise shall be deemed to have accepted the Products.

8. Statutory Rights, Warranties, Repairs, Replacements and Provision of Services

All Customers:

8.1 WD Bolster & Son Ltd T/A Bolster Flooring will fulfill its legal obligations to repair and/or replace Products. These obligations are dependent upon proper use of Products and do not cover any parts of Products which have been modified or repaired without WD Bolster & Son Ltd T/A Bolster Flooring's prior written consent.

8.2 WD Bolster & Son Ltd T/A Bolster Flooring's obligations do not apply to the consumable components of consumable items or if a defect is caused by an external cause such as fair wear and tear, an accident, hazard, humidity control, electrical stress or other environmental conditions not commonly found in a safe environment.

8.3 Parts not critical to Product function are not serviced and/or repaired.

8.4 WD Bolster & Son Ltd T/A Bolster Flooring's obligations under its Service Offerings are as stated in the Descriptions for those Service Offerings. WD Bolster & Son Ltd T/A Bolster Flooring will use all reasonable endeavours to meet response times estimated in the Service Offerings, but actual timings may vary depending, among other factors, on the remoteness or accessibility of Customer's location, weather conditions and availability of components. WD Bolster & Son Ltd T/A Bolster Flooring will comply with all other terms of its Service Offerings. Notwithstanding the above, the following are excluded from Service unless stated otherwise in the Service Offering: local working hours, relocation, preventative maintenance, repairs to Products that are functioning within industry standards.

Customer is responsible for removal of non-WD Bolster & Son Ltd T/A Bolster Flooring supplied products.

8.5 WD Bolster & Son Ltd T/A Bolster Flooring does not provide WD Bolster & Son Ltd T/A Bolster Flooring Service Offerings for Third Party manufactured Products but will pass to Customers, to the extent that it is permitted to do so, the benefit of any warranty or guarantee given by the manufacturer or supplier of Third Party Products.

8.6 Additional optional value added Services may be offered using Premium Rated Services. Any such Services will be clearly identified and will be provided in compliance with relevant regulations and codes applying to provision and use of Premium Rated Services.

Customer must provide WD Bolster & Son Ltd T/A Bolster Flooring with all reasonable courtesy, information and cooperation to enable WD Bolster & Son Ltd T/A Bolster Flooring to deliver the Services and shall be responsible for all telephone and postal charges in contacting WD Bolster & Son Ltd T/A Bolster Flooring.

8.7 WD Bolster & Son Ltd T/A Bolster Flooring makes repairs as required at law and, if applicable, under Service Offerings by using components which are new or equivalent to new in accordance with industry standards and practice.

8.8 Products sold will be suitable for general use which is consistent with the specification, functionality and service standards described in the Product's Description.

8.9 WD Bolster & Son Ltd T/A Bolster Flooring will repair, or in the event that repair does not occur, replace Product which is defective within a reasonable period and with reasonable care and skill. This may only be varied to the extent reasonably agreed with Consumer.

Business Users:

8.10 Business Users are not automatically entitled to repair or replacement other than as described in a Service Description or as otherwise agreed by WD Bolster & Son Ltd T/A Bolster Flooring. WD Bolster & Son Ltd T/A Bolster Flooring shall have no liability or obligation for defects in Products or failure to remedy defects except as expressly provided under this Agreement.

8.11 Except as expressly provided herein, no warranty, express or implied, as to the condition, quality, performance, merchantability, or durability of Products is given or assumed by WD Bolster & Son Ltd T/A Bolster Flooring and all such warranties are hereby excluded.

9. Frustration/Circumstances beyond the Parties' control ("Force Majeure")

Consumers:

9.1 Neither party is responsible for non-performance in case of circumstances beyond its reasonable control ("Force Majeure") including without limitation, strikes by non WD Bolster & Son Ltd T/A Bolster Flooring employees, terrorist acts, war, exchange fluctuations, governmental or regulatory actions, natural disasters, severe weather, unforeseeable transport or production problems affecting companies that supply WD Bolster & Son Ltd T/A Bolster Flooring.

9.2 If a Force Majeure event occurs and WD Bolster & Son Ltd T/A Bolster Flooring cannot deliver within the period set out in the Order Confirmation, WD Bolster & Son Ltd T/A Bolster Flooring will and Consumer may act in accordance with the terms of clause 5.5 above.

9.3 If the Force Majeure event lasts longer than 60 days then WD Bolster & Son Ltd T/A Bolster Flooring shall have the right to terminate the Agreement by providing notice in writing to Consumer and returning all sums paid by Consumer under the Agreement. No compensation to Consumer will then be due in these circumstances.

Business Users:

9.4 The same provisions apply to Business Users as apply to Consumers in Clauses 9.1 and 9.3. Neither WD Bolster & Son Ltd T/A Bolster Flooring in respect of a Business User nor a Business User in respect of WD Bolster & Son Ltd T/A Bolster Flooring may use Clause 9.2.

10. Liability

All Customers:

10.1 WD Bolster & Son Ltd T/A Bolster Flooring accepts liability for any loss or damage to private property, death or personal injury caused by the Products and Services supplied, the negligence or deliberate misconduct of WD Bolster & Son Ltd T/A Bolster Flooring, or any employees, agents or subcontractors acting on WD Bolster & Son Ltd T/A Bolster Flooring's behalf, provided, however, that in all cases, except for death or personal injury (where there shall be no limit on liability), WD Bolster & Son Ltd T/A Bolster Flooring's liability for losses suffered by Customer will be assessed in accordance with the applicable terms of this Clause 10.

Consumers:

10.2 WD Bolster & Son Ltd T/A Bolster Flooring shall accept liability for reasonably foreseeable losses arising as a direct consequence of a breach by WD Bolster & Son Ltd T/A Bolster Flooring of its statutory duty.

However WD Bolster & Son Ltd T/A Bolster Flooring shall not be liable in certain circumstances for example where the causes or potential causes of the loss:

10.2.1 were not reasonably foreseeable by both parties; and/or

10.2.2 were known by Consumer to the exclusion of WD Bolster & Son Ltd T/A Bolster Flooring at the time that the Agreement was entered into; and/or

10.2.3 were reasonably foreseeable and preventable by Consumer such as those arising from, but not limited to:

10.2.4.1 user inflicted problems such as those caused by failure to read and/or follow user instructions provided in writing or orally by a WD Bolster & Son Ltd T/A Bolster Flooring technician.

10.3 In claiming against WD Bolster & Son Ltd T/A Bolster Flooring for any such losses Consumer is expected to have acted reasonably, for example, with regard to:

10.3.1 how the losses were accrued - including steps taken to mitigate or to avoid losses occurring; and

10.3.2 taking reasonable precautions to avoid loss (such as contacting WD Bolster & Son Ltd T/A Bolster Flooring promptly upon becoming aware of an issue).

Business Users:

10.4 The provisions of Clauses 10.2 and 10.3 will also apply Business Users as if the word "Consumer" were replaced by the words "Business User" except that:

10.4.1 in all cases except for death or personal injury (where there will be no limit on liability) WD Bolster & Son Ltd T/A Bolster Flooring's liability for losses will not exceed a sum equal to 125% of the Price; and

10.4.2 WD Bolster & Son Ltd T/A Bolster Flooring will not be liable for:

10.4.2.1 loss resulting from any defect or deficiency in Products or Services which WD Bolster & Son Ltd T/A Bolster Flooring shall have remedied within a reasonable period and/or consistently with the terms of a Service Description;

10.4.2.2 consequential losses such as loss of business profits, salary, revenue, data or anticipated savings.

11.0 WD Bolster & Son Ltd T/A Bolster Flooring does not indemnify Customer for:

11.1 unauthorised modification or use of the Products

11.2 any claim caused by the use of Products in conjunction with anything not supplied by WD Bolster & Son Ltd T/A Bolster Flooring.

11.3 Customer indemnifies WD Bolster & Son Ltd T/A Bolster Flooring for any claim which arises due to Customer's own actions of which WD Bolster & Son Ltd T/A Bolster Flooring had no knowledge or could not reasonably be expected to have had knowledge.

11.4 WD Bolster & Son Ltd T/A Bolster Flooring is allowed to litigate, negotiate and settle claims and Customer must provide reasonable assistance if requested to assist WD Bolster & Son Ltd T/A Bolster Flooring if litigation is directly related to Products supplied to Customer.

Business Users:

#### 12. Data Protection

12.1 Personal data obtained by WD Bolster & Son Ltd T/A Bolster Flooring from Customer shall be held and processed in accordance with all applicable laws and consistently with WD Bolster & Son Ltd T/A Bolster Flooring's Privacy Policy. WD Bolster & Son Ltd T/A Bolster Flooring may share such personal data with other WD Bolster & Son Ltd T/A Bolster Flooring entities, agents, or subcontractors performing services for WD Bolster & Son Ltd T/A Bolster Flooring. WD Bolster & Son Ltd T/A Bolster Flooring may also transfer personal data to affiliated companies or agents or subcontractors performing services for WD Bolster & Son Ltd T/A Bolster Flooring, which may be outside the European Economic Area (EEA), in which case WD Bolster & Son Ltd T/A Bolster Flooring will ensure adequate protection to safeguard personal data. For a copy of WD Bolster & Son Ltd T/A Bolster Flooring's Privacy Policy, contact: WD Bolster & Son Ltd T/A Bolster Flooring, Heathfield House, Newtown, Tramore, Co Waterford. Customer consents to the processing of Customer's personal data in accordance with the above.

#### 13. Confidentiality

13.1 Each party must treat all information received from the other which appears to be confidential as it would treat its own confidential information generally, but at least, with no less than a reasonable degree of care.

#### 14. Termination

14.1 Either party may terminate this Agreement if the other:

14.2.1 commits a material or persistent breach of these Conditions; and

14.2.2 fails to remedy such breach within 90 days of written notice being given to it by the other part requiring a remedy.

14.3 WD Bolster & Son Ltd T/A Bolster Flooring may terminate this Agreement with immediate written notice if Customer:

15. fails, without good reason, to pay on time; or

15.1 breaches or WD Bolster & Son Ltd T/A Bolster Flooring reasonably suspects Customer has breached export control laws.

15.2 Either party may terminate if the other becomes insolvent or bankrupt or is unable to pay debts as they fall due. This provision shall not relieve WD Bolster & Son Ltd T/A Bolster Flooring of an obligation to complete the delivery of any Product that has been ordered and fully paid for by a Customer prior to that Customer becoming insolvent or bankrupt.

15.3 The following clauses of these Conditions shall survive any termination or expiration of these Conditions and shall continue to bind the parties and their permitted successors and assigns.

#### 16. Law and Jurisdiction

16.1 This Agreement is to be interpreted in accordance with Irish Law and is subject to the exclusive jurisdiction of the Irish Courts.

16.2 If any part of these Conditions are found to be unenforceable by a court, the rest are unaffected. All notices must be in writing and sent to a legal officer of each party, at the address provided on the invoice.

#### 17. Assignment and Subcontracting

Consumers:

17.1 WD Bolster & Son Ltd T/A Bolster Flooring may assign, subcontract or transfer its obligations or rights to a competent third party in whole or in part and provided that the assignment, subcontract or transfer occurs without negatively affecting:

17.1.1 the provision of the Products and/or Services and

17.1.2 rights or remedies of the Consumer under the Agreement.

17.2 WD Bolster & Son Ltd T/A Bolster Flooring requires Consumer to inform it in advance of any assignment, subcontract or transfer on the Consumer's part.

Business Users:

17.3 WD Bolster & Son Ltd T/A Bolster Flooring may assign, subcontract or transfer its obligations or rights to a competent third party in whole or in part. Business Users may do so only with WD Bolster & Son Ltd T/A Bolster Flooring's written consent.

#### 18 TUPE

Business Users:

18.1 Customer shall keep WD Bolster & Son Ltd T/A Bolster Flooring fully indemnified against any claims, costs, demands, awards, compensation or other liability of any nature arising out of the termination of the employment rights (by way of redundancy or otherwise) or deemed transfer of any employment rights of any employees of the Customer or otherwise resulting from the entering into or termination of any Order, Services or this Agreement (in whole or in part) for whatsoever reason.

#### Conclusion

WD Bolster & Son Ltd T/A Bolster Flooring is confident that our proposed solution meets the technological and economical requirements of your project. We sincerely hope that \_\_\_\_\_ will continue to use us as a long-term partner and allow us to continue this mutually beneficial relationship. We are available to answer any questions you may have and look forward to discussing this opportunity further.

We declare this offer to be binding and free of errors or omissions. Due diligence has been performed in order to ensure compliance with the requirements as outlined in writing by your tender documentations and particular situation. We agree to hold our proposal open for acceptance until \_\_\_\_\_. We remind you that in the absence of a definitive asset register, WD Bolster & Son Ltd T/A Bolster Flooring reserves the right to increase the price of the contract by the number of any items not listed in the table of stores based on the item prices list in Table 1. WD Bolster & Son Ltd T/A Bolster Flooring will not and does not submit this tender on the basis that it is a comprehensive and exhaustive cost breakdown and this cost breakdown is subject to change based on the exact number of items of equipment on each estate which is to be confirmed to WD Bolster & Son Ltd T/A Bolster Flooring by the client.

Thank you for your interest.

Sincerely,

William Bolster

Director

WD Bolster & Son Ltd T/A Bolster Flooring.