

ROADSTONE LTD. TERMS AND CONDITIONS OF SALE

SPECIAL CONDITIONS

The following Special Conditions, including the Roadstone Returns and Cancellation Policy, are incorporated by reference into, and form part of, the Terms and Conditions of Sale (the “**Terms and Conditions of Sale**”). Any capitalised terms used in these Special Conditions shall have the same meaning as those terms used in the Terms and Conditions of Sale. Clauses referred to shall be Clauses of these Special Conditions unless express reference is made to Clauses of the Terms and Conditions of Sale:

1. RISK IN PRODUCTS

1.1 Risk in and to the Product(s) shall pass to Customer on Delivery. From the time of Delivery until title in the Product(s) passes to Customer in accordance with this Clause 1, Customer shall be responsible for insuring the Product(s) for their full replacement value and failure to insure the Products shall be a breach of these Conditions. The Customer shall use best endeavours to have Roadstone's interest in the Product(s) noted on the insurance policy. Until title in the Product(s) passes to Customer, Customer shall hold the proceeds of any claim on the insurance policy on trust for and on behalf of Roadstone and shall on demand immediately account to Roadstone (where possible, in a separate bank account) with the proceeds.

2. TITLE IN PRODUCTS

2.1 No title in the Product(s) shall pass from Roadstone to Customer until receipt by Roadstone in full of: (a) the Price together with any accrued interest thereon; (b) all other sums due from Customer in respect of the Contract; and (c) any and all other sums due from Customer to Roadstone.

2.2 Until title in the Product(s) has passed, Customer shall be in possession of the Product(s) as bailee and in a fiduciary capacity for Roadstone and shall: (a) take proper care and take all reasonable steps to prevent any damage to, or deterioration of, the Product(s); (b) keep the Product(s) free from any security, charge, lien or other encumbrance; (c) store the Product(s) in such a way as to show clearly that they belong to Roadstone (such storage to be in accordance with Roadstone' instructions); (d) return the Product(s) to Roadstone on Roadstone' request; (e) notify Roadstone immediately upon the happening of any of the events set out in Clause 7.1 of the Terms and Conditions of Sale; and (f) give Roadstone such information relating to the Product(s) as Roadstone may from time to time require. At all times when the Product(s) are in Customer's possession or control Customer shall ensure that the Product(s) do not suffer any damage or deterioration.

2.3 The Customer may, while in possession of the Product(s) which remains the property of Roadstone, sell or dispose of the Product(s) in the normal course of business as Roadstone' fiduciary agent, provided that, all proceeds from such sale or disposal shall be held by Customer on trust for Roadstone in a separate bank account to settle any sums due to Roadstone. The Customer shall, at any time at the request of Roadstone,

account to Roadstone in respect of the balance standing to the credit of the said account. On the occurrence of any event referred to in Clause 7 of the Terms and Conditions of Sale, Customer's right to deal with the Product(s) and its power of sale shall automatically cease. In these circumstances, Customer, any examiner, liquidator or receiver (or other analogous officer) appointed in respect of Customer, shall pay into a separate bank account any sums received from third parties in respect of sales to them of Product(s) by Customer as fiduciary agent of Roadstone, up to the amount of any indebtedness of Customer to Roadstone for the sole benefit of Roadstone. If payment becomes overdue (or in the occurrence of any event referred to in Clause 7 of the Terms and Conditions of Sale) Roadstone or its appointed agent may give notice to Customer to enter upon any premises in the control of Customer where Roadstone reasonably believes the Product(s) to be for the purpose of recovering the Product(s). The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Product(s) which remain the property of Roadstone. Should Customer do so, then, all monies owing by Customer to Roadstone shall (without prejudice to any other rights or remedy of Roadstone immediately become due and payable.

- 2.4 Roadstone may at any time revoke Customer's power of sale by notice to Customer and may give notice to Customer requiring Customer to redeliver at Customer's expense any Product(s) supplied by Roadstone, where Customer is in default of payment for longer than seven days or on dishonour of any bill of exchange or other negotiable instrument on presentation for payment, notwithstanding that Roadstone may have negotiated it and received value therefor.
- 2.5 Legal and beneficial title to all and any intellectual property rights subsisting in the Product(s), including, without limitation, any copyright, patents, designs, trade and service marks, belong to and shall remain vested in Roadstone or, where appropriate, a third party. Nothing herein shall assign or otherwise transfer title to intellectual property in the Product(s), or any part thereof, to Customer. The Customer shall not alter, deface, make any addition to, or pass off as the Customer's own, the labelling or packaging of the Product(s), and shall take all reasonable steps to protect Roadstone's intellectual property rights.
- 2.6 Roadstone reserves the right to repossess and resell any of the Product(s) to which it has retained title. Roadstone's consent to Customer's possession of the Product(s) and any right Customer may have to possession of the Product(s) shall in any event cease upon the happening of any of the events set out in Clause 7.1 of the Terms and Conditions of Sale.
- 2.7 The Customer hereby grants an irrevocable right and licence to Roadstone, its employees and agents, to enter Customer's premises where applicable, and shall procure the grant of a right and licence to Roadstone, its employees and agents to enter its Affiliate's and nominated third party's premises where Product(s) are held, with or without vehicles, during normal business hours for the purpose of inspecting and/or repossessing Product(s) to which it has retained title. This right and licence shall continue to subsist notwithstanding the termination for any reason of a Contract and is without prejudice to any accrued rights of Roadstone under a Contract, or otherwise.
- 2.8 Nothing in this Clause 2 shall confer any right upon Customer to return the Product(s) to Roadstone. Notwithstanding the provisions of this Clause 2, Roadstone may: (a)

bring an action against Customer for the Price of the Product(s), in the event of non-payment by Customer by the due date specified in any Invoice even though title in the Product(s) has not yet passed to Customer; and/or (b) by notice to Customer, at any time after Delivery of the Product(s) to Customer with effect from the date of the notice.

- 2.9 On termination of the Contract, howsoever caused, Roadstone's rights contained in this Clause 2 shall remain in effect and enforceable.

3. PRODUCT RECALL

- 3.1 The Customer agrees to co-operate with Roadstone and provide all reasonable assistance required in relation to any recall of any Product(s) and shall procure that each of its Affiliates shall co-operate with Roadstone and provide all such reasonable assistance as may be required by Roadstone.

4. HEALTH AND SAFETY AT WORK

- 4.1 The Customer shall ensure that the Product(s) shall be safe and without risks to health at all times when they are being stored or moved by a person at work. Roadstone personnel shall be accompanied while on Customer's premises, or the premises of any Affiliate or nominated third party, for purposes in connection with any Product(s) or this Contract. The Customer shall take all necessary precautions to ensure the health and safety of Roadstone's employees, agents, contractors at all times while they are on Customer's premises, or the premises of any Affiliate or nominated third party.

5. FORCE MAJEURE

- 5.1 In this Clause 5, "Force Majeure" shall mean an event beyond the reasonable control of Roadstone, including, without limitation, strike, lock-out, labour dispute, act of God, war, riot, civil commotion, malicious damage, compliance with a law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, difficulty or increased expense in obtaining workers, materials or transport, or other circumstances affecting the supply of the Product(s) (or raw materials related thereto) by Roadstone's normal source of supply, means of manufacture or production, or means of Delivery. If Roadstone is prevented, hindered, or delayed from, or in, supplying the Product(s) in accordance with the Conditions, or as specified in a Quote, by a Force Majeure event, then, Roadstone may, at its option: (a) suspend Deliveries while the Force Majeure Event continues; (b) if Roadstone has insufficient stocks to meet its commitments, then, apportion available stocks between its customers as it determines; and/or (c) terminate any Contract so affected with immediate effect by prior written notice to Customer; and in such circumstances Roadstone shall not be liable for any loss or damage suffered by Customer as a result.

6. COMPLIANCE, LICENCES & CONSENTS

- 6.1 The Customer acknowledges and agrees that details of Customer's name, address and phone numbers, payment record and Affiliate details and other customer information personal data will be processed by and on behalf of Roadstone: (i) for the purposes connected with the supply of the Product(s) to Customer; (b) as required by legal

obligations to which Roadstone is or becomes subject; and (c) otherwise in accordance with the purposes set out in Roadstone's data protection policy which is available at www.roadstone.ie. ROADSTONE'S DATA PROTECTION POLICY CAN BE CONSULTED FOR FURTHER INFORMATION ON HOW ROADSTONE OBTAINS, PROCESSES, RETAINS, DISCLOSES CUSTOMER PERSONAL DATA AND FOR INFORMATION ABOUT CUSTOMER'S DATA PROTECTION RIGHTS, INCLUDING THE RIGHT TO REQUEST ACCESS TO PERSONAL DATA HELD BY ROADSTONE AND THE RIGHT TO MAKE A COMPLAINT.

- 6.2 The Parties shall comply with all applicable laws in connection with the Contract. If any licence, consent or authorisation is required for the acquisition, carriage, sale or export of the Product(s) by Customer, then, Customer shall obtain same, at its own expense and if requested produce evidence thereof to Roadstone on demand. Failure to obtain any required licence, authorisation or consent, shall not entitle Customer to withhold or delay payment of the Price or any amount owed to Roadstone. Any additional expenses or charges incurred by Roadstone resulting from such failure shall be payable by Customer.

CONSUMER SPECIAL CONDITIONS

For use when goods have been purchased by email or phone

7. COMPLAINTS & ONLINE DISPUTE RESOLUTION

- 7.1 Complaints in relation to any Products sold by Roadstone should be addressed as follows: [Roadstone Ltd. Fortunestown, Tallaght, Dublin 24] and [info@roadstone.ie].¹
- 7.2 Any Customer acting in the capacity of a Consumer who wishes to resolve a dispute in relation to Product(s) purchased from Roadstone online or by email, may use the Online Dispute Resolution service provided via <http://ec.europa.eu/odr>. Roadstone's email address for Online Dispute Resolution is [info@roadstone.ie].²

8. CANCELLATION PERIOD (CONSUMERS ONLY)

- 8.1 Where Products are purchased either by telephone or email and the Customer is acting as a Consumer, such Customer has the right to cancel such contract within 14 days of concluding the contract without giving any reason (the "Right to Cancellation"). The cancellation period will expire 14 days after the date of the conclusion of the contract (the "Cancellation Deadline").
- 8.2 For a Customer to exercise the Right to Cancellation, the Customer Consumer must inform Roadstone of its cancellation of the contract by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). Customers may use the standard cancellation form at [<www.roadstone.ie/about-us/roadstone-policies/>](http://www.roadstone.ie/about-us/roadstone-policies/) but it is not obligatory. To meet the Cancellation Deadline, it is

sufficient to send such communication concerning the exercise of the right to cancel before the cancellation period has expired.

- 8.3 If a Consumer exercises the Right to Cancellation, subject to Clause 8.4 below, Roadstone will reimburse all payments received from the Customer, including the costs of delivery (with the exception of any supplementary costs resulting from the Customer's choice of a type of delivery other than the least expensive type of standard delivery offered by Roadstone) without undue delay and in any event not later than 14 days from the day on which Roadstone is informed about the Customer's decision to cancel the Contract. The Company will carry out such reimbursement using the same means of payment as used by the Customer for the initial transaction, unless the Parties have expressly agreed otherwise; in any event, the Customer will not incur any fees as a result of such reimbursement.
- 8.4 Where the Customer exercises the Right to Cancellation, the Customer is fully responsible and liable for the costs of returning the Products to the Roadstone premises from which they were dispatched.
- 8.5 Any Customer who purchases Perishable Goods, as defined in Clause 1.1 of the Terms and Conditions of Sale, shall have no right to exercise the Right to Cancellation.

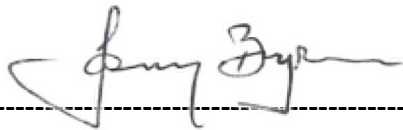
9. **ELECTRONIC FORMAT**

- 9.1 To the extent that a Contract was concluded between Roadstone and the Customer by email and/or by other electronic means, the Customer agrees: (a) to receive any and all documentation in relation to such a transaction in electronic form; and (b) that such contracts may be concluded between the Parties by means of electronic communication (such as by email).

10. **ROADSTONE CANCELLATION AND RETURNS POLICY**

- 10.1 Without prejudice to Clause 8 and subject to Clause 10.2, Roadstone does not accept, and the Customer has no right to, the return of Products purchased from Roadstone.
- 10.2 However, if Customer can demonstrate that the Products purchased by the Customer from Roadstone are unfit for purpose, defective, impaired or faulty, then Roadstone shall, at the choice of the Customer, either: (a) provide a full refund for the Price set out on the Invoice; (b) replace the defective, impaired or faulty Product(s); (c) repair the defective, impaired or faulty Product(s); or (d) offer a price reduction which in Roadstone's view represents a reduction in value which is reasonably commensurate with the defective nature of the Product(s) (each a "**Remedy**", and together the "**Remedies**"), subject to the following:

- (a) the Customer providing proof of purchase of the Products from Roadstone; and
 - (b) the Customer has notified Roadstone of the defective nature of the Products within 45 days of the Customer becoming aware of same.
- 10.3 If the Customer exercises its rights under Clause 10.2, Roadstone will provide a Remedy within 30 days of receiving notice of the defective nature of the Product(s).
- 10.4 Roadstone may elect to accept cancellations and/or postponements of the Delivery of Products at its sole discretion in circumstances where: (a) a Customer provides reasonable notice of the cancellation or postponement to Roadstone; and (b) where Roadstone is not adversely affected by the cancellation or postponement. This clause is without prejudice to and does not affect any of Roadstone's rights under Clause 4 of the Terms and Conditions of Sale.



Managing Director

6/6/2018
Date