

## ROADSTONE LIMITED TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale shall apply to all Contracts for the sale and purchase of Products between Roadstone Limited and its Customer from time to time (each a “Party” and together the “Parties”).

### 1. INTERPRETATION

1.1 In these Terms and Conditions of Sale the following terms shall have the following meanings:

“**Affiliate(s)**” means in relation to Customer, any company or entity Controlling, Controlled by, or under common Control with Customer. Any reference to Customer in these Terms and Conditions shall include a reference to any Affiliates of that Customer;

“**Business**” means any Customer who is acting in the course of, or pursuant to, a business, trade or professional purpose in the purchase of Products and, in any event, acting in a capacity other than as a Consumer;

“**Conditions**” means these Terms and Conditions of Sale, comprised of Clauses 1 to 10 hereof, as may be amended, revised or replaced by Roadstone from time to time in accordance with Clause 2.3, together with the Special Conditions and any other documents (contained on a Roadstone website) referred to in these Conditions, all of which are expressly incorporated by reference herein as part of these Terms and Conditions of Sale;

“**Consumer**” means any Customer not acting in the course of, or pursuant to, a business, trade or professional purpose in the purchase of Products;

“**Contract**” means each contract between Roadstone and Customer for the sale and purchase of Product(s), consisting of the Conditions, the applicable Quote (including any supplemental Quote(s), quoting the same reference number, but not multiple Quotes, quoting differing reference numbers, unless specifically agreed in writing by Roadstone), and the Product Description where such exists, but excluding, for the avoidance of doubt, any Order (or purchase order received from Customer);

“**Control**” (and its derivatives) means, in relation to a body corporate, the power of a person to secure that the affairs of the body corporate are conducted in accordance with the wishes of that person: (a) by holding shares, or possessing voting power, in or in relation to that or any other body corporate; or (b) by virtue of any powers conferred by the articles of association, or any other document, regulating that or any other body corporate;

“**Customer**” means a buyer, whether acting as a Consumer or a Business, who agrees to purchase Product(s) from Roadstone, as set out in a Quote or otherwise, and Roadstone may, at its sole discretion, deal with agents, contractors, employees and other parties representing Customer;

“**Customer Account Application Form**” means the standard Roadstone form completed by certain Customers for the purposes of providing Customer details to Roadstone, which are recorded on Roadstone’s financial, order processing and credit management systems. The Customer Account Application Form is generally used for Customers that have agreed with Roadstone to pay for Product(s) on credit (“**Account Customers**”) and the form is not required for Customers who pay for Product(s) at the point of sale at any Roadstone location

“**Delivery**” means either collection of the Product(s) by Customer or its Affiliates or a nominated third party at Roadstone premises (which is the standard delivery means, unless otherwise agreed in writing), or, where set out in a Quote, delivery of the Product(s) by Roadstone to Customer at a Delivery Point AND reference to “**Deliver**”, “**Delivered**” and related terms shall be construed accordingly;

“**Delivery Point**” means the place where Delivery of the Product is to take place, as agreed between the Parties and as normally specified in a Quote;

“**Invoice**” means an invoice, in respect of Product(s), issued by Roadstone to Customer, or such third-party payment-processor nominated by Customer in a Customer Account Application Form (as applicable), in accordance with Clause 3;

“**Order**” means an order made by Customer to Roadstone for Product(s), setting out details of the Product(s) ordered, Delivery details and other information, and in response to which Roadstone may at its discretion issue a Quote to the Customer AND, for the avoidance of doubt, as set out in these Conditions, an Order shall not form part of the Contract between the Parties;

“**Perishable Products**” means Product(s) which by their nature must be used within a short or certain period of time following Delivery, as set out in, or reasonably understood from, the Quote or Product Description (where such exists), or generally as understood by users of such Products and, in any event, the determination of whether Product(s) are Perishable Products or not shall be solely at Roadstone’s discretion;

“**Price**” means the price payable for the Product(s), as generally set out in the Quote or in the case of Customers who pay in advance (“**Pre-Paid Customers**”), as set out in the Price List;

“**Price List**” means the price as specified or displayed, or as communicated to the Customer, at the point of sale, in a Roadstone premises, and which Roadstone may vary from time to time in accordance with its standard commercial practice;

“**Product(s)**” means the product(s) sold by Roadstone to Customer as specified in a Quote or in accordance with a Price List;

“**Quote**” means the final quotation provided by Roadstone to Customer containing details of the Product(s) to be supplied, Price, Quote number and related and ancillary information AND a Quote may include additions and/or revisions to a Quote, with each such supplemental Quote including reference to the original Quote number and forming part of that Quote. Each Quote shall be valid for 30 days from the date of the Quote;

“**Roadstone**” means Roadstone Limited, registered in Ireland, registration number 11035, with its registered address at Fortunestown, Tallaght, Dublin 24;

“**Product Description**” means the description, where such exists, set out for each Product at [www.roadstone.ie/products/](http://www.roadstone.ie/products/) AND which, for the avoidance of doubt, does not include, infer or promote, any particular recommended purpose or use for any particular Product(s);

“**Returns and Cancellation Policy**” means the Roadstone corporate policy governing Product recall and cancellation of Contracts for the sale and purchase of Products, included within the Special Conditions; and

“**Special Conditions**” means the conditions relating to matters additional to the subject matter of Clauses 1-10 hereof, included within the Conditions, which are available at <https://www.roadstone.ie/about-us/roadstone-policies/>, which for the avoidance of doubt are expressly incorporated by reference herein as part of these Terms and Conditions of Sale

1.2 The headings in these Conditions do not affect their interpretation. Reference to the singular shall include the plural as appropriate and vice versa. Reference to “a”, “an” or “the” Quote, Contract or Order means an individual Quote, Contract or Order, and, for the avoidance of doubt, the term Contract shall include only a single Quote (including supplemental Quotes, referencing an original Quote number, as set out in Clause 1.1) and not all Quotes and/or Contracts concluded between Roadstone and a Customer (even where several Quotes relate to the same project and/or where amounts owing to Roadstone under multiple Contracts are included on the same Invoice as per Clause 3).

1.3 The Parties hereby agree that words in an electronic form shall be deemed to be ‘writing’ for the purposes of all applicable legislation where ‘writing’ is required and electronic evidence shall be admissible in any court or other quasi-judicial proceedings between the Parties, and the Parties **herby consent** to the receipt of communications, including but not limited to Quotes, Contracts and Invoices, in electronic form for the purposes of the Electronic Commerce Act, 2000.

1.4 Reference to any statute, regulation or similar shall be construed as a reference to the statute, regulation or similar as amended, consolidated, superseded or replaced from time to time. Reference to Roadstone discretion shall mean Roadstone discretion reasonably exercised.

### 2. SCOPE AND APPLICATION

2.1 These Conditions shall govern and be incorporated in each Contract for the supply of Product(s) made between Roadstone and Customer. They shall apply in place of, supersede, replace and prevail over, any terms, whether or not in conflict or inconsistent with these Conditions, contained or referred to in any documentation submitted by Customer (including any Order), or in correspondence, or elsewhere, or implied by trade custom, practice, or course of dealing, including, but not limited to, any Customer conditions of purchase, terms of business, or any other form of agreement. The Customer agrees that any terms and conditions submitted by Customer are submitted in error and are of no binding effect or application to the Contract.

2.2 Roadstone is not obliged to take any action in response to any Order placed by Customer. Roadstone however will employ reasonable endeavours to provide Customer with a Quote within a reasonable period following receipt of an Order. A Contract shall be concluded between Roadstone and Customer in the normal course following acceptance by Customer of a Quote from Roadstone (and for the avoidance of doubt not upon receipt of an Order from Customer) or, where this has not occurred, for whatever reason, then, upon acceptance by Customer, or its Affiliate (or any agent or contractor), of Delivery of Product(s), which shall be deemed to constitute Customer’s unqualified acceptance of the applicable Quote and conclusion of a Contract on these Conditions.

2.3 These Conditions, and the Contract (as defined above), constitute the entire agreement, arrangement and understanding between Roadstone and Customer relating to each supply of Product(s) and supersede and replace all prior oral or written agreements, statements, representations (“**Pre-Contractual Statements**”) as between the Parties relating thereto. This clause shall exclude Roadstone’s liability for any claim, whether: (a) in contract; (b) tort; (c) or any other cause of action, arising from Customer’s purported reliance on any Pre-Contractual Statement made by or on behalf of Roadstone. Variation of these Conditions shall be valid only if made in writing and signed by an authorised representative of each Party. This clause shall not affect any liability for fraudulent misrepresentation.

### 3. PRICE AND PAYMENT

3.1 For Customers other than Account Customers or Pre-Paid Customers, Invoices shall be issued immediately by Roadstone at the point of sale in a Roadstone premises. Pre-Paid Customers shall pay in advance of Delivery.

3.2 For Account Customers, Roadstone shall, at its discretion, issue Invoices at regular intervals on an on-demand basis. For administrative convenience, Invoices may be issued on the basis of a Customer designated project and accordingly may relate to and include amounts owing to Roadstone under a number of separate Quotes and Contracts. Each separate Contract remains an individual Contract and the inclusion of a number of separate Quotes and Contracts in a single Invoice shall not in any way affect this or restrict Roadstone’s ability to recover all sums owing.

3.3 The Price is as stated in the Quote provided to the Customer or otherwise as specified in the published Price List in Roadstone premises (or as reflected on the sales docket in respect of Pre-Paid Customers). All sums due and owing to Roadstone shall be paid in full and free from any rights of set-off and counterclaim, to the maximum extent legally permissible.

3.4 Without prejudice to any claim for damages Roadstone may have under any Contract, and which Roadstone reserves, all sums due to Roadstone under a Contract shall be recoverable by Roadstone as a simple contract debt in any court of competent jurisdiction.

3.5 Value Added Tax and any other tax or duty payable by a Customer shall be added to the Price, at the rate then applicable.

3.6 All amounts are due to Roadstone within 30 days of the date of any Invoice. Time for payment shall be of the essence and an express condition of this Contract. Roadstone may at its absolute discretion demand full or partial payment of any amount outstanding after the date of Delivery. Interest is payable by Customer on overdue accounts in accordance with the European Communities (Late Payment in Commercial Transactions) Regulations 2012 (S.I. 580 of 2012).

3.7 Roadstone may at its sole discretion and from time to time require full, or partial payment, of the Price prior to Delivery, or the provision of security for payment by Customer in a form acceptable to Roadstone. In addition, any extension of credit allowed to Customer may be changed or withdrawn at any time at the absolute discretion of Roadstone.

3.8 Roadstone may at its discretion, based on prior warning to the Customer, block orders and suspend supply of Product(s) to Customer in the event that Customer is overdue with payment of any amount due and owing to Roadstone (as stated on any Invoice), or is in breach of these Conditions or the Contract, until such time as the payment is made or the breach remedied to Roadstone’s reasonable satisfaction.

### 4. DELIVERY

4.1 Roadstone shall use its reasonable endeavours to meet Delivery dates specified to Customers. However, time of Delivery is not of the essence in a Contract and shall not be made so by the service of any notice by the Customer. Customer shall be responsible for prompt inspection of Product(s) following Delivery and Customer attention is expressly drawn to the provisions of Clause 4.9 and 6.5.

4.2 Where it is agreed in writing between the Parties that Roadstone will deliver the Product(s) to the Customer, the Customer will provide suitable and necessary access and egress, including suitable roadways and entrances to the Delivery Point. If, in Roadstone’s opinion, suitable access and egress are not available, then, Roadstone’s vehicles shall return to Roadstone’s premises and the Customer agrees to collect the Product(s) within three (3) business days, at its own cost, which shall conclude Delivery. The Customer shall be responsible for all Delivery charges in any event (including where Roadstone has been unable to Deliver the Product(s) due to unsuitable access to the Delivery Point), and in the absence of agreement in relation to Delivery charges, Roadstone may estimate and charge a reasonable price for same. For Delivery Points located beyond the curb line, the Customer agrees to indemnify, protect and hold harmless Roadstone, its employees, contractors and agents, against all loss and damage suffered by third parties due to, or incurred in the course of, Delivery thereto AND any loss or damage suffered by Customer shall be subject to the provisions of Clause 6.

4.3 Roadstone may effect Delivery of the Product(s) in one or more instalments. The Customer shall be solely responsible for unloading the Product(s) and the Customer shall provide at the Delivery Point, and at its own expense, adequate and appropriate equipment and manual labour for loading and unloading the Product in an efficient and timely manner. Roadstone reserves the right to charge an additional fee for any unreasonable delay in unloading at a site. Roadstone reserves the right to unload the Product(s) at the specified site, at an agreed time and the presence of Customer is not required.

4.4 Subject to Clause 4.5, if Customer, Affiliate, or nominated third party, refuses or fails to take Delivery of Product(s) ordered in accordance with the Contract, or fails to take any action necessary on its part for Delivery of the Product(s), then, Roadstone may: (i) with immediate effect and on notice in writing to Customer terminate the Contract for breach of condition; (ii) or at Roadstone’s discretion, elect to store the Product(s) until actual Delivery takes place, whereupon Customer shall be liable for all related costs and expenses (including, but not limited to, storage and insurance of the Product(s)).

4.5 Notwithstanding anything contained in this Clause 4, where: (i) the Product(s) contained in the Quote are Perishable Products; and (ii) Customer, Affiliate, or nominated third party, refuses or fails to take Delivery of such Perishable Product(s) in a timely manner in accordance with the Contract, then, Customer shall be liable to Roadstone for the full Price set out in the Quote, in addition to any other costs or expenses incurred by Roadstone as a result of such refusal or failure to take Delivery.

4.6 Rescheduling of a Delivery by Customer shall be subject to acceptance by Roadstone, at its discretion, in accordance with the Special Conditions.

4.7 Customer shall meet the cost of any special packaging or palleting, requested by Customer, or Affiliate, or any packaging rendered necessary by Delivery by any means other than Roadstone’s normal means of delivery. The Customer shall, unless otherwise agreed, be solely responsible for the disposal of all packaging in accordance with all regulations (whether statutory or otherwise) relating to the protection of the environment.

4.8 Any liability that Roadstone may have to the Customer due to Roadstone’s failure to deliver the Product(s) (or any instalment thereof) for any reason, other than a Force Majeure reason pursuant to Clause 5 of the Special Conditions, is in any event limited in accordance with Clause 4.9 or 6, as appropriate.

4.9 Subject to Clause 6.1, to the maximum extent permitted by law, Roadstone excludes all liability to Customer, or its Affiliates, for: (a) damage to, or loss of, the Product(s), or any part of them, in transit, where the Product(s) are carried by Roadstone or a carrier on behalf of Roadstone, unless Customer notifies Roadstone, in writing, within fourteen (14) days of receipt of the Product(s) or the Delivery date specified in the Quote, whichever is the earlier; (b) defects in the Product(s), caused by abnormal or unsuitable conditions of storage, or use, or any act, neglect or default of Customer, an Affiliate, or of any third party; and/or (c) other defects in the Product(s), unless notified to Roadstone, in writing, within fourteen (14) days of receipt of the Product(s) by Customer, if the defect would be apparent on reasonable inspection, and if the defect would not be apparent on reasonable inspection, then, promptly on discovery. If liability is accepted by Roadstone hereunder, then, Roadstone’s sole obligation, responsibility and liability and Customer’s sole remedy, shall, at Roadstone’s sole discretion, be to: (i) make good any shortage of Product(s); (ii) replace or repair any Product(s) found to be damaged or defective; and/or (iii) refund to Customer the Price paid by Customer for the Product(s) the subject of a claim at issue hereunder.

### 5. WARRANTIES

5.1 Roadstone warrants and represents to Customer that: (a) it has title in the Product(s); (b) the Product(s) are not encumbered in any way; and (c) it has the right to sell the Product(s) to the Customer as per the Contract.

5.2 Roadstone warrants and represents to Customer that, at the time of Delivery of the Product(s) and for a reasonable period thereafter appropriate to the Product(s), subject to any limitations set out in the Product Description: (a) to the extent that the Product(s) are sold by description, they shall correspond in all material respects with their description as set out in the Product Description; and (b) to the extent that the Product(s) are sold by way of sale by sample, that such sample shall conform to the bulk of the Product(s) sold. Roadstone warrants and represents to Customer that Delivery related services and any chargeable professional type services shall be performed using reasonable skill and care.

5.3 It shall be an essential term in these Conditions that: (a) Roadstone does not provide any warranties, assurance or representations, express or implied, as to the quality or fitness of any particular Product, or combination of Products, for any particular purpose or use to or for which the Customer intends to, or has, put such Product(s) (the “**Used Purpose**”), save as expressly set out in the Product Description, unless expressly otherwise agreed and stated in writing and signed by an authorised Roadstone representative; (b) to the extent that the Customer is acting in the capacity of a Business, then, Customer hereby warrants and represents to Roadstone that: (i) it has placed no reliance on any statement or representation, whether express or implied, made by or purported to be made by Roadstone, its employees, agents, contractors, directors, officers and any other Roadstone staff, as to the quality, merchantability, suitability or fitness of any particular Product, or combination of Products, for any Used Purpose; and (ii) it has alone, or together with its professional advisors, assessed the quality, merchantability, suitability or fitness of any Product, or combination of Products, for the Used Purpose; and (c) without prejudice to the provisions of Clause 5.1 and 5.2, and subject to the provisions of sub-Clause (a), Roadstone hereby excludes any and all liability arising from, or due to: (i) the use, application or implementation of Product(s), or any combination of Product(s) sold to the Customer, or its Affiliates, that are found to be unsuitable or unfit for the Used Purpose; and/or (ii) any representations or statements made by a Customer or Affiliate to any third party in respect of the quality, suitability or fitness of any Product, or combination of Product(s), for any Used Purpose, or other particular purpose or use, which shall be matters entirely within the control and at the risk of Customer.

5.4 Customer warrants and represents that it is solely responsible for the interpretation of design plans and specifications and that any technical information or assistance provided by Roadstone, its servants or agents, or representations made by Roadstone, its servants or agents about the Product(s) is given and accepted at Customer’s risk.

5.5 Except as expressly contained in this Contract, all warranties, terms and conditions, whether oral or written, express or implied by law, custom, or otherwise, are hereby excluded to the maximum extent permitted by law. For the avoidance of doubt, this shall not prejudice the statutory rights or entitlements of any Customer acting in the capacity as a Consumer.

5.6 **THE CUSTOMERS ATTENTION IS SPECIFICALLY DRAWN TO THIS CLAUSE 5.**

### 6. LIMITATION OF LIABILITY

6.1 In no event shall Roadstone be liable to Customer, or its Affiliates, under or in relation to these Conditions and a Contract, for and in respect of any: (a) loss of profits, loss of business, loss of revenue, loss of use, cost of substitute services or facilities, loss of goodwill or anticipated savings; (b) indirect, consequential or special loss or damage, howsoever and whatsoever arising; (c) default, fault and/or failure which is due to the negligent act, error or omission, breach or default of a third party; (d) the circumstances set out in Clause 5.3(c); and/or (e) damages, costs and/or expenses due to third party claims against the Customer due to or arising from the Product(s), including, without limitation, loss and/or damage suffered by a third party due to Customer application of Products for a Used Purpose. For the purposes of this Clause 6.1 the term ‘loss’ shall include a partial loss or reduction in value as well as a complete or total loss. Nothing in these Conditions shall limit or exclude the liability of each Party for death, personal injury, fraud (including fraudulent misrepresentation), criminal action, or any liability under the Liability for Defective Products Act 1991.

6.2 Subject to the provisions of Clause 6.1, the aggregate liability of Roadstone for any and all negligent acts, errors or omissions, breach or default, resulting in, or giving rise to, direct loss or damage to Customer, or its Affiliates, under this Contract, shall be calculated by reference to the Product(s) giving rise to Customer loss or damage (the “**Applicable Products**”), and shall be limited to damages, which shall not exceed, the greater of: (a) the sum of five thousand euro (€5,000), where the Price paid and/or payable in respect of the Applicable Products, as

specified on the Invoice, is five thousand euro (€5,000) or less; or (b) the amount equivalent to one hundred and twenty per cent (120%) of the Price paid and/or payable in respect of the Applicable Products, as specified on the Invoice, where the Price paid and/or payable in respect of the Applicable Products is greater than five thousand and one euro (€5,001). References to Price in this Clause 6.2 refers to the Price specified on each individual Invoice, quoted excluding VAT.

Each Party shall be solely liable to the other Party, for and on behalf of itself, its Affiliates, employees servants or agents, under or in relation to these Conditions and the Contract and each Party shall assume all rights and remedies for and on behalf of its Affiliates, employees, servants or agents, against the other Party under or in relation to these Conditions and the Contract. Except as expressly provided by these Conditions and the Contract, nothing herein creates, is intended to create, or shall be deemed to create, any benefits, rights, claims, obligations, or causes of action, in, to, or on behalf of, any party, or entity, other than Roadstone and Customer. The foregoing exclusion shall include, but not be limited to, any Affiliates, agents, employees, contractors of the Customer and any other third parties.

6.3 The Customer and Roadstone expressly agree that should any limitation or provision contained in Clause 6 be held to be invalid under any applicable statute or rule of law, then, it shall to that extent be deemed omitted, but, if any Party thereby becomes liable for loss or damage which would otherwise have been excluded, then, such liability shall be subject to the other limitations and provisions set out herein.

6.4 Roadstone shall have no liability for damages or costs, including legal expenses, in respect of any claim, proceedings or action (together a "Claim") taken by or on behalf of Customer under or in connection with these Conditions and the Contract to supply Product(s) to the Customer, unless: (a) Roadstone receives from Customer written notice of such Claim within 60 days of Customer becoming aware of the facts giving rise to such Claim; and (b) such Claim is commenced within twenty four (24) months of Delivery, or non-Delivery, of such Product(s) upon which such Claim is based.

6.5 **THE CUSTOMERS ATTENTION IS SPECIFICALLY DRAWN TO THIS CLAUSE 6.**

#### 7. TERMINATION

7.1 Without limiting its other rights or remedies, either Party may terminate this Contract with immediate effect, by giving written notice to the other Party (a) if the other Party commits a material breach of any term of the Contract and, where such breach is by its nature incapable of remedy, then, immediately on service of notice and, where the breach is by its nature capable of remedy, then, where such Party has failed to remedy the breach within thirty (30) days of receipt of written notification requiring remedy; (b) in respect of the Customer, where any corporate action, legal proceedings or any other step is taken to implement a suspension of payments, a moratorium of any indebtedness or it passes a resolution for its winding-up (otherwise than for the purpose of reconstruction or amalgamation), or a court of competent jurisdiction making an order for such Party's winding up or dissolution; (c) in respect of the Customer, following the making of an administration order in relation to such Party, or the appointment of an examiner, liquidator, receiver, administrative receiver, administrator or compulsory manager or other similar officer to such Party or any of its assets, or an encumbrancer taking possession of or selling, an asset of such Party; and/or (d) in respect of the Customer, following such Party proposing, sanctioning or making an arrangement, composition, compromise or assignment with its creditors generally in satisfaction of the debts of that Party, or making an application to a court of competent jurisdiction for protection from-its creditors generally. On or at any time after the occurrence of any of the foregoing events, Roadstone may: (a) stop any Product(s) in transit; (b) suspend further deliveries to Customer; (c) exercise its rights under this Clause 7; and/or (d) terminate any Contract with Customer, with immediate effect by notice in writing to Customer.

7.2 Upon termination of a Contract, howsoever arising, any indebtedness of Customer to Roadstone shall become immediately due and payable and Roadstone shall be relieved of any further obligation to supply Product(s) to Customer pursuant to that Contract.

7.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect, including, without limitation, the provisions of Clause 1, 2.1, 3, 5, 6, 7, 9 and 10.

#### 8. PRODUCT RETURNS & CANCELLATIONS - SPECIAL CONDITIONS

8.1 For information on Roadstone's policy in relation to Product returns please refer to Roadstone's Returns and Cancellation Policy at: <https://www.roadstone.ie/about-us/roadstone-policies/>, which for the avoidance of doubt forms part of the Special Conditions and is hereby incorporated in these Conditions and is thereby part of the Contract.

8.2 In certain circumstances, and always at Roadstone's discretion, Roadstone may elect to accept the cancellation of a Quote that has previously been accepted by a Customer in accordance with Roadstone's Cancellations and Returns Policy.

#### 9. DATA PROTECTION

9.1 The Customer acknowledges that Roadstone may collect and process personal data from you for the purposes of providing products or services for sale and which is necessary to perform the Contract. The Customer acknowledges that Roadstone's Data Privacy Policy (the "Privacy Policy"), is available on request, explains how and why Roadstone processes personal data, as a controller, and the rights and obligations of an individual in relation to their personal data, including the right to access, amend, update, restrict, delete or object to the use of personal data. These rights can be exercised by contacting: [info@roadstone.ie](mailto:info@roadstone.ie).

9.2 In particular, it is acknowledged that Roadstone processes personal data where: (a) it is necessary for the performance of a contract between Roadstone and Customer; (b) it is permitted or required under applicable law; or (c) it is necessary for Roadstone's legitimate business interests (including for the purpose of conducting market analysis and for sending marketing communications to Customers). Roadstone will retain such personal data for a period of up to 7 years after the relevant Contract is concluded and may disclose your personal data to Roadstone affiliates, our service providers and as required by law.

#### 10. GENERAL

10.1 The Customer may not assign, novate, or transfer, or purport to assign, novate, or transfer, any of its rights or obligations under a Contract, without having obtained Roadstone's prior written consent. Roadstone may assign, novate, sub-contract, or transfer, its rights and obligations under a Contract, without having obtained Customer consent.

10.2 A Contract shall enure to the benefit of and be binding upon the respective Parties hereto and their respective successors, personal representatives and assigns.

10.3 If any provision of a Contract shall be held unlawful, void or unenforceable for any reason, then, such provision shall be deemed severed and shall not affect the continuing validity and enforceability of the remaining provisions. If any invalid, unenforceable or illegal provision of these Conditions would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

10.4 The failure or delay by Roadstone in exercising a right or remedy provided by a Contract, or by law, shall not constitute a waiver of the right or remedy or a waiver of other rights or remedies. No single or partial exercise of a right or remedy provided by a Contract, or by law, shall prevent a further exercise of the right or remedy or the exercise of another right or remedy.

10.5 A notice under or in connection with a Contract shall be in writing and sent by post pre-paid recorded delivery, or by email (subsequently confirmed by post aforesaid), to Customer at the address set out in the Customer Account Application Form or Invoice, and to Roadstone at the address set out in the Invoice. In the absence of earlier receipt, a notice shall be deemed given: (a) if sent by post, except airmail, two (2) days after the date of posting; (b) if sent by airmail, five (5) days after the date of posting; and (c) if sent by email, on completion of transmission.

10.6 These Conditions, together with the Contract, contains the whole and entire agreement and arrangement between the Parties relating to the subject matter hereof and supersede and replace any prior representations, agreements, arrangements and understandings between the Parties relating to that subject matter. Each Party acknowledges that, in entering into these Conditions and the Contract, it does not rely on any statement, mis-representation, assurance or warranty (whether it was made negligently or innocently) of any person, whether a Party hereto or not, other than as expressly set out herein. Nothing in this Clause 10.6 shall limit or exclude any liability for fraud, including, but not limited to, fraudulent mis-representation.

10.7 Any disputes, claims or proceedings arising out of or in any way relating to the Product(s), the Conditions, or a Contract, shall be governed by the laws of Ireland. The Parties hereby submit to the exclusive jurisdiction of the Irish Courts for the purpose of any proceedings arising out of or in any way relating to the Product(s), the Conditions or a Contract.

10.8 **THE CUSTOMERS ATTENTION IS SPECIFICALLY DRAWN TO THE SPECIAL CONDITIONS.**

END.