

OUR TERMS Realm Concepts Ltd.

OUR CONTRACT WITH YOU

1.1. These are the terms and conditions on which we supply Goods, or Services, or both Goods and Services, to you.

1.2. Please ensure that you read these Terms carefully, and check that the details on the Order and these Terms are complete and accurate, before you sign the Order. If you think that there is a mistake in the Order, please contact us to discuss and do not sign it. We will issue a new Order for you to sign if there is a mistake, to avoid any confusion between you and us.

1.3. You warrant to us that you have the right to contract with us for the supply of the Goods and Services at the Premises where they are to be delivered and installed; and that you will supply us with such information and rights of access that we may require in order to deliver the Goods and perform the Services.

1.4. The goods on display on our shop floor or in our brochures are not exact replicas of the Goods. You acknowledge that your Goods may vary from those displayed or in our brochures. For example, there may be slight colour or shading differences between the goods on display and the Goods you receive.

CHANGES TO YOUR ORDER

If you wish to make a change to the Goods or Services you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price, the timing for delivery or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change.

DESIGN PROPOSAL

3.1. You are responsible for explaining your requirements to us. We will produce a Design Proposal based upon what you tell us. You are responsible for making sure the Design Proposal reflects your requirements before you accept it.

3.2. We may need to visit your Premises in order to obtain any required measurements for the Design Proposal.

3.3. If you provide us with any measurements for the Design Proposal, you acknowledge that we rely on such measurements in order to prepare the Design Proposal, supply any made-to-measure Goods and perform the Services. We are not liable to you for any loss or damage you suffer as a result of our reliance on any measurements you provide. You agree to reimburse us for any additional costs we incur as a result of any inaccurate or incomplete measurements you provide.

3.4. We own all the copyright, design right and all other intellectual property rights in the Design Proposal and any drafts, drawings or illustrations contained within or connected with the Design Proposal. You may purchase a copy of the Design Proposal solely for your own personal use for a fee determined by us.

3.5. Any quote or estimated price contained within a Design Proposal is only valid for 30 days from the date the Design Proposal is communicated by us to you.

DELIVERY

4.1. We intend to deliver and fit the Goods on the Estimated Delivery Date. However, this delivery date is an estimate only and is subject to change at our

discretion. We will normally confirm the delivery date with you a week or more before delivery.

4.2. You must ensure that there is someone available at the Premises to take and sign for delivery on the confirmed delivery date. If you are aware that you (or any representative on your behalf) will not be available to take delivery on the confirmed delivery date, you must notify us immediately and a revised delivery date will be agreed. We can charge you a call out fee if no one is at the premises on the confirmed delivery date.

4.3. If the actual delivery date is more than 4 weeks after the Estimated Delivery Date as a result of your unavailability, you must pay the Storage Charges (pro rata) that are incurred in respect of storage of the Goods from the end of such 4 week period. If you are not in a position to accept delivery within 8 weeks of the Estimated Delivery Date, we may discard of the Goods as we see fit (in which case you must still pay the full Price, we have no liability to you in respect of the Goods or to refund any sums paid by you or give you a discount).

4.4. Delivery of an Order is completed when we deliver the Goods to the Premises and the Goods are at your risk from that point on. It is important that you examine the Goods carefully upon delivery. If you discover that anything listed in your Order is missing, incorrect or damaged, you must promptly notify us in writing or by email. This will give us the opportunity to suggest an appropriate solution, which may include a refund, replacement, or repair.

4.5. You own the Goods once we have received payment in full.

WASTE ELECTRICAL AND ELECTRONIC EQUIPMENT

5.1. You may return any waste electrical and electronic equipment to our store where the Goods you purchase include like for like products to replace such equipment.

5.2. Should you wish, we will collect any waste electrical and electronic equipment when we deliver any replacement like for like Goods to your Premises. There is no charge for this collection. You must ensure that any old electrical and electronic equipment that you require us to collect is ready for collection on the day the Goods are delivered. This involves ensuring that such equipment is disconnected from all utilities. We are not responsible for disconnecting any equipment to be collected.

5.3. Where we have not provided you with 24 hours' notice of delivery and collection and any old like for like appliance is not ready for collection, we will return to collect it within 15 days.

THE SERVICES

6.1. We will perform the Services with reasonable skill and care.

6.2. Our Services involve the dry fitting of Goods only. It is your responsibility to ensure that all electrical and/or plumbing installation requirements in relation to the Goods are met.

6.3. We do not undertake structural surveys and have no liability where damage is caused by existing structural or other defects of the Premises. It is your responsibility to ensure that the performance of the Services (including the dry fitting of the Goods) does not breach any lease, planning regulations or warranties that you may hold.

6.4. In order to perform the Services, holes may be made in the fabric of the structure of the Premises. Whilst reasonable care is taken in doing so, we are

not liable for any damage resulting from holes left when the Goods are subsequently removed.

6.5. If there is a change in the circumstances and/or structural environment of the Premises following the completion of the Design Proposal and/or the Order which impacts upon the provision of the Services, you are required to pay for any additional costs incurred in order to adapt the Goods and/or the Services to such changes (such as additional costs involved in updating the Design Proposal or amending any made-to-measure Goods).

6.6. If, following completion of the Services, you wish to change any aspect of the completed design, you are required to pay for any additional costs associated with such changes. This includes any further refitting costs. In some cases, you may need to place another Order if it involves the purchase of additional Goods.

REPAIRS

7.1. In the unlikely event that there is any defect with the fitting of the Goods:

7.1.1. please contact us and tell us as soon as reasonably possible; and

7.1.2. please give us a reasonable opportunity to repair or fix any defect.

7.2. We will endeavour, at no additional charge, to repair or fix defective fitting of the Goods that you notify of us within 2 years of the date of delivery of the Goods. However, this does not extend to:

7.2.1. defects in the Goods themselves,

7.2.2. issues arising from work done by someone other than us;

7.2.3. issues arising from normal fair wear and tear;

7.2.4. issues arising from circumstances outside our reasonable control;

7.2.5. issues arising from a failure to properly look after the fitted Goods in accordance with the manufacturer's instructions; and

7.2.6. any issues not connected to a defective performance of the Services. We reserve the right to charge you a call out fee if, upon inspection, it transpires that any problem was not due to our breach of these Terms.

7.3 We may, upon request, provide repair or maintenance services in respect of the fitted Goods that fall outside of clause 7.2 in return for payment of a fee. You will be required to pay for any replacement parts in such case, subject to the terms of any guarantee (if any) you have from the manufacturer. In this case, we will notify you of the cost in advance for the services and replacement parts.

THIRD-PARTY MANUFACTURER'S GUARANTEE OF GOODS

8.1. The Goods may come with a manufacturer's guarantee. For details, please refer to the manufacturer's guarantee provided with the Goods. It is your responsibility to ensure that you do all that is necessary in order to activate and/or obtain the benefit of any manufacturer's guarantee including, for instance, ensuring that appropriate warranty documents are returned to the manufacturers of any of the Goods (if necessary).

8.2. A manufacturer's guarantee is in addition to, and does not affect, your legal rights under these Terms or your consumer rights referred to in clause 16.

8.3. We are not responsible if the manufacturer does not comply with its guarantee to you. This does not affect our obligations under consumer law or these Terms.

PRICE AND PAYMENT

- 9.1. The Price reflected on the Order includes the price payable for the Goods and Services.
- 9.2. This Price does not include VAT which you must also pay. VAT is added at the prevailing rate at the time payment is made.
- 9.3. The Price includes delivery and (subject to clause 4.4) any associated storage and warehouse costs.
- 9.4. We accept payment by credit or debit card, cheque or cash. Where you are making payment by cheque, we expect payment 7 days in advance of payment actually being due.
- 9.5. We will ask you to make an advance payment of 50% of the Price. No Order will be processed until we receive this advance payment.
- 9.6. You must pay the remainder of the Price ten days prior to the Estimated Delivery Date.
- 9.7. If you do not make any payment due to us by the due date for payment, we may charge interest to you on the overdue amount at the rate of 3% a year above the base lending rate of European Central Bank from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.
- 9.8. We can decide not to deliver the Goods or perform the Services until we have received payment in full of the Price. We are not liable for any loss or damage you incur as a result of any delay in the delivery of the Goods and/or performance of the Services as a result of your failure to pay the Price in full by the due date.

OUR LIABILITY TO YOU

- 10.1. Subject to clause 10.5, if we fail to comply with these Terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breach of the Terms or our negligence, but we are not responsible (whether under contract, tort, equity, common law, statute or otherwise) for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of our breach or if it was contemplated by you and us at the time we entered into this contract.
- 10.2. If we are performing the Services in the Premises, we will, subject to clause 10.1, make good any avoidable damage to the Premises caused by us in the course of our performance of the Services. However, we are not responsible for the cost of repairing any pre-existing faults, damage to the Premises that we discover or unavoidable damage we cause in the course of performance by us.
- 10.3. We only supply the Goods and/or Services for domestic and private use. You agree not to use the Goods and/or Services for any commercial, business or re-sale purpose, and we have no liability to you (whether under contract, tort, equity, common law, statute or otherwise) for any loss of profit, loss of business, business interruption, or loss of business opportunity.
- 10.4. Subject to clause 10.5, our maximum liability to you (whether under contract, tort, equity, common law, statute or otherwise) arising out of or in connection with the Goods and Services shall in no event exceed the Price paid by you for the Goods and/or Services.
- 10.5. We do not exclude or limit in any way our liability where it would be unlawful to do so.

EVENTS OUTSIDE OUR CONTROL

11.1. We are not liable or responsible for any failure to perform, or delay in performance of, any of our obligations under these Terms that is caused by an Event Outside our Control.

11.2. An “Event Outside our Control” means any act or event beyond our reasonable control which affects, hinders or delays our performance including, without limitation, strikes, lock-outs or other industrial action, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks or any failure on behalf of our suppliers to supply the required Goods.

YOUR RIGHT TO CANCEL

12.1. You may, subject to the other terms in this clause 13, cancel an Order for Goods and/or Services at any time by notifying us in writing.

12.2. If you cancel an Order before our supplier despatches the Goods (which are not made-to-measure), you must pay us (i) in respect of any costs we or our supplier have incurred in starting to fulfil the Order in respect of the Goods, (ii) any charge the supplier levies on us for cancelling the order with it, and (iii) the part of the Price in respect of Services performed by us prior to the cancellation.

12.3. If you cancel an Order in respect of made-to-measure Goods before work has started on making the Goods, you must pay us (i) in respect of any costs we or our supplier have incurred in starting to fulfil the Order in respect of the Goods, (ii) any charge the supplier levies on us for cancelling the order with it, and (iii) the part of the Price in respect of Services performed by us prior to the cancellation.

12.4. If you cancel an Order in respect of made-to-measure Goods after work has started on making the Goods, you must pay us (i) the full Price in respect of the Goods, and (ii) the part of the Price in respect of Services performed by us prior to the cancellation.

12.5. If you cancel an Order and our supplier has already despatched the Goods (which are not made-to-measure), you must pay us (i) the full Price in respect of the Goods (unless the supplier agrees to us returning the Goods to it) and (ii) the part of the Price in respect of Services performed by us prior to the cancellation. If the supplier agrees to us returning the Goods to it, you don't have to pay the Price for the returned Goods but you must pay us the cost of returning the Goods to the relevant supplier and any charge the supplier levies on us in respect of the cancellation of the order with it for the Goods.

13.5 If you cancel an Order and have paid any of the Price in advance, we will provide you with a refund subject to a deduction for any sums you owe us as set out in this clause

13.

OUR RIGHT TO CANCEL

13.1. We may cancel an Order before the start date for the Services or before the Goods are delivered to you, due to (i) an Event Outside Our Control, (ii) unavailability of stock or (iii) in the case of Services, unavailability of key personnel or key materials without which we cannot provide the Services. If this happens:

- 13.1.1. we will promptly contact you to let you know;
 - 13.1.2. if you have made any payment in advance for Services that have not been provided to you, or Goods that have not been delivered to you, we will refund these amounts to you;
 - 13.1.3. if we have already started work on your Order for Services or made-to-measure Goods, we will not charge you anything and you will not have to make any payment to us.
- 13.2. We may cancel the contract for Services at any time with immediate effect by giving you written notice if:
- 13.2.1. you do not pay us within 10 days of when you are supposed to as set out in clause 11 – this does not affect our right to charge you interest under clause 9.7; or
 - 13.2.2. you break the contract in any other material way and you do not correct or fix the situation within 10 days of us asking you to in writing.
- We are not required to refund any deposit or other sums paid in advance in this case.

INFORMATION ABOUT US AND HOW TO CONTACT US

- 14.1. We are a company registered in Ireland. Our company registration number is 527844 and our registered office is at Hanover Reach, Hanover Quay, Dublin 2. Our registered VAT number is 3062317JH.
- 14.2. If you have any questions or if you have any complaints, please contact us. You can contact us by telephoning +353 1 4804400 or by e-mailing us at hello@realm.ie or by post at Realm Concepts Ltd, The Waterfront, Hanover Quay, Dublin 2.

HOW WE MAY USE YOUR PERSONAL INFORMATION

- 15.1. We will use the personal information you provide to us to:
- 15.1.1. provide the Goods and/or Services; and
 - 15.1.2. process your payment for such Goods and/or Services.
- 15.2. You agree that we may pass your personal information to our suppliers and third party contractors for the purposes of providing you with the Goods and/or Services or to any person that acquires all or substantially all of our business or assets.

YOUR CONSUMER RIGHTS

16.1 As a consumer, you have legal rights in relation to Goods that are faulty or not as described and Services that are not carried out with reasonable skill and care. Advice about your legal rights is available from your local Citizens Information Board. Nothing in these Terms affects these legal rights.

CHANGES TO THESE TERMS

We may revise these Terms from time to time.

- 17.1. If we intend to revise these Terms under clause 17.1, we will give you at least ten days' notice of any changes before they take effect. If you don't cancel your Order within this ten day period, you are taken to have agreed to the changes from the effective date stated in the notice we send you. If you object to the changes:
- 17.1.1. we may agree not to make the changes in which case the Terms (unamended) will continue to apply; or,
 - 17.1.2. if we don't so agree, you can cancel the Order in which case we will refund any sums paid in advance.

OTHER IMPORTANT TERMS

18.1. We may transfer our rights and obligations under these Terms to another organisation that acquires all or substantially all of our business or assets, and we will always notify you in writing if this happens.

18.2. These Terms and the Order constitute the entire agreement between you and us and supersede and extinguish any previous agreements, promises, assurances, warranties, representations and understandings between us, whether written or oral, relating to its subject matter. You agree and confirm that you have not relied on and have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Terms or the Order. Nothing in this clause shall limit or exclude any liability for fraud.

18.3. If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that does not mean that we have waived our rights against you and does not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

18.4. These Terms are governed by Irish law. You and we both agree to submit to the nonexclusive jurisdiction of the Irish courts.