

Terms and Conditions

1. GENERAL

(a) The terms and conditions of sale set forth below shall apply to all contracts entered into by OSB Group Limited (The Company) for the supply of goods and services. Any variations or additions to the contract shall not be binding upon The Company unless they are in writing and signed by a director of the company.

(b) The placing of an order by a customer will be considered by The Company as acceptance by the customer of these conditions of sale

(c) These terms and conditions contain the entire obligations between The Company and the customer and in case of any inconsistency between any letter, quotation or form of contract sent by one party to the other (whatever their respective dates these conditions shall prevail.

2. PRICE

(a) The prices payable for goods sold by The Company shall be the price shown in The Company's price list current at the date of dispatch to the customer to which shall be added the Value Added Tax. No modification or amendment of these prices shall be binding upon The Company unless otherwise stipulated herein or agreed to in writing by an authorized officer of The Company.

3. PAYMENT TERMS

(a) Unless credit facilities have been expressly agreed in writing, all orders shall be paid for by one of the following methods:

(b) Guaranteed Bank transfer, debit or credit card

(c) Where credit facilities have been expressly agreed in writing, payment will be strictly adhered to the credit terms that are issued. If payment is not received by the due date, The Company reserves the right to charge interest at the rate of 5% per month or part thereof on the overdue balance which rate shall apply both before and after judgment.

Unfortunately, if we do not receive payment in time the account will be placed on hold and no further goods will be issued or processed until we have receipt of payment, this is in conjunction with the Credit Insurance Policy.

(d) The Company reserves the right to withdraw any credit facilities from a customer whose account is overdue and upon so doing all sums due to The Company shall become immediately repayable.

(e) All goods shall remain the property of The Company until all monies due are paid in full by the Customer. The Company shall be entitled to bring an action for the price or part thereof whether or not the property in the goods has passed. The retention of titles is quoted on all invoices.

4. TERMINATION

If:

(a) Any debt due from the customer to The Company is unpaid within 15 days after becoming due.

(b) The customer becomes insolvent or goes into liquidation (both of which expressions shall whenever they appear in these conditions be interpreted in accordance with the provision of Article 6 of the Insolvency Act (NI) Order 1989 or has a Receiver appointed over any or its assets;

(c) Or the customer has failed to provide any letter of credit, bill of exchange or any other security required by the contract between The Company and the Customer in the terms of such requirements.

The Company shall (without prejudice to any other rights to The Company may have) be entitled to cancel the contract and reclaim any of the goods not paid for in full which have been delivered to The Customer, and shall be entitled to claim for any direct or consequential loss to the company caused as a result of such cancellation.

5. DELIVERY OF GOODS

(a) Delivery of goods shall take place as outlined in the delivery rota whilst The Company will use its best endeavors to avoid delay the date of delivery shall not be of the essence of the contract and The Company shall not be liable in damages to the customer for any loss or damage whether direct, indirect or consequential if The Company is delayed in or prevented from delivering the goods otherwise performing the contractual obligations how so ever arising.

(b) No claim for non-delivery, partial delivery of damage to the goods occurring

prior to delivery or in respect of alleged breach of contract by reason of alleged breach of contract by reason that the goods are not in accordance with the contract will be accepted by The Company unless notified in writing by the Customer to The Company within 5 days.

(c) If The Customer shall fail to give notice in accordance with the provisions of this paragraph the goods shall be deemed to be in all respects in accordance with the contract and the customer shall be bound to accept and pay for the goods accordingly.

(d) OSB Group operates a dedicated trade counter and customers are welcome to collect at their own convenience, however it is imperative that customers ring in advance to check the availability of stock before collection. Pre-ordering will eliminate prolonged delay at the trade counter.

6. RETURNS

(a) The Company will accept no claims by the customer in respect of manufacturing defects if the goods have been worked or modified in any way. If any goods supplied by The Company are found to be of defective workmanship or material so as to entitle The Company to have them replaced or repaired by the manufacturer The Company undertakes to have them replaced or repaired by the manufacturer provided that The Company shall not be recovered from the manufacturer. If the manufacturer is not liable to replace or repair due to default by the customer in complying with any terms imposed by the manufacturer The Company shall be under no liability to the customer. The Company reserves the right to inspect such goods prior to return.

(b) The Company, at their sole discretion, may agree to accept and give credit for goods returned carriage paid in perfect condition. Such goods will be subject to a handling and restocking charge of 30% of the invoiced value plus Value Added Tax.

(c) Upon receipt of a delivery it is essential that any discrepancies or goods to be returned for credit be returned within 28 days of receipt (returns will not be accepted after this deadline). Please note goods can only be returned to us by arrangement, please telephone or e-mail no later than 5 days after delivery. Credits will only be issued when goods are physically returned to OSB Group's head office. It is essential that an INVOICE or ORDER NUMBER be quoted on all return forms. If omitted this may result in a delay or your credit not being processed. Made to order products or special finishes (finishes not included in our product manual) be considered non-returnable items. When returning

products for credit please ensure that they are repackaged to match the standard that you receive them in. Returns will not be collected if no or poor packaging is evident. Returned goods will only be credited if they are in a re-saleable condition. Under no circumstances will a credit be given for products that have been drilled, tooled or installed.

7. GOVERNING LAW

The Contract between The Company and customer shall be governed by Irish Law.