

1 Acceptance

- 1.1 Collen Construction provides the website to you on the basis of the following terms and conditions ("Terms and Conditions"). By accessing any page on this Website, you agree to be bound by these Terms and Conditions. These Terms and Conditions may be updated by Collen Construction from time to time by posting the updated Terms and Conditions without prior separate notification to you. You should check the Terms and Conditions each time you access the Collen Construction Website to check for updates.

2 Collen Construction Website

You will be able to obtain information about certain Collen Construction products and services on this Collen Construction Website and you may also submit queries to Collen Construction to receive more information.

3 Use

- 3.1 The Collen Construction Website and any support are provided to you at no charge and are for your personal and non-commercial use. Any support provided to you is for information purposes only. Collen Construction reserves the right to make changes to the Collen Construction Website; or not reply to any queries; or not provide any support in connection with the Collen Construction Website.
- 3.2 Collen Construction does not wish to receive confidential or proprietary information from you via the Collen Construction Website. Subject to Collen Construction obligation under the Privacy Policy please note that any information or material sent to via the Collen Construction will be deemed to be not confidential. By sending Collen Construction any information or material, you grant Collen Construction an unrestricted, irrevocable licence to use, reproduce, display, perform, modify, transmit and distribute that material or information, and you also agree that Collen Construction is free to use any ideas, concepts, know-how or techniques that you send us for any purpose.
- 3.3 You undertake not to post to or send via this website any materials that are or could reasonably be construed as: (i) defamatory, libellous, obscene, offensive, abusive, liable to incite racial hatred, discriminatory or blasphemous; (ii) in breach of any obligation of confidence or privacy or any trade secret; (iii) infringing the proprietary rights of any third party or for which you have not obtained all necessary licences and/or approvals; or (iv) violating any other law.
- 3.4 You also agree not to transmit to or send via the website any materials which could reasonably be held to constitute or encourage conduct that would be considered a criminal offence, give rise to civil liability, or otherwise be contrary to the law of any country or other competent authority, or infringe the rights of any third party enforceable in any part of the world.
- 3.5 Collen Construction reserves the right to remove any materials from the website where it reasonably suspects that such material is prohibited by this Section 3 or is otherwise inappropriate. Notwithstanding the foregoing, you acknowledge that Collen Construction has no control over content on the website provided by other users, neither does it purport to

monitor the content of the website to ensure its accuracy, appropriateness or conformity with the principles outlined in these Terms and Conditions.

- 3.6 You must not link to the Collen Construction Website other websites which are indecent or inappropriate, and you must forthwith remove any link if Collen Construction in its discretion so requests.
- 3.7 You agree to indemnify Collen Construction and Collen Construction affiliates against any claim, demand, loss or damage suffered as a result of breach of this.

4 Disclaimer

- 4.1 Collen Construction hereby excludes all conditions, warranties, representations or other terms concerning the supply or purported supply of, failure to supply or delay in supplying any service in connection with the Collen Construction Website or that the Collen Construction Website is accurate, complete or up-to-date, which might but for this Section 4 have effect between Collen Construction and you, or would otherwise be implied into or incorporated into these Terms and Conditions or any collateral contract, whether by statute, common law or otherwise. You understand and agree that you are using the Collen Construction Website at your sole risk and that Collen Construction does not warrant that the Collen Construction Website will meet your requirements or that the Collen Construction Website will be uninterrupted, error free or secure. Any content or services provided via the Collen Construction Website or in connection with the Collen Construction Website by Collen Construction is done so on an "AS IS" and on an "AS AVAILABLE" basis and Collen Construction makes no representations or endorsement of any kind, whether express or implied, with respect to the Collen Construction Website for the content or services included in, or made available in connection with, this Collen Construction Website. Collen Construction reserves the right at its sole discretion, to amend or withdraw any content or services offered as part of the Collen Construction Website.

5 Liability

- 5.1 Collen Construction, any other party (whether or not involved in creating, producing, maintaining or delivering this Collen Construction Website), and any of Collen Construction group companies and the officers, directors, employees, shareholders or agents of any of them, exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party, (including without limitation, any direct, indirect, punitive or consequential loss or damages, or any loss of income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption, and whether in tort (including without limitation negligence), contract or otherwise in connection with this Collen Construction in any way or in connection with the use, inability to use or the results of use of this Collen Construction Website, any websites linked to this Collen Construction Website or the material on such websites, including but not limited to loss or damage due to viruses that may infect your computer equipment, software, data or other property on account of your access to, use of, or browsing this Collen Construction Website or your downloading of any material from this Collen Construction Website or any websites linked to this Collen Construction Website. This shall not affect your statutory rights.

- 5.2 Nothing in these Terms and Conditions shall exclude or limit Collen Construction liability for (i) death or personal injury caused by its negligence; (ii) fraud; or (iii) any liability which cannot be excluded or limited under applicable law.

6 Privacy Policy

- 6.1 If you choose to register on any part of this Collen Construction Website, you agree to provide Collen Construction with the accurate data as requested in the registration form. For details of our use and transfer of your personal data, please refer to this privacy policy. If you choose to register on any part of this Collen Construction Website, you agree to provide Collen Construction with the accurate data as requested in the registration form. For details of our use and transfer of your personal data, please refer to this privacy policy.

- 6.2 The information provided in a form or otherwise via the Collen Construction Website will be used by Collen Construction for the purpose of providing the services that you have requested by way of the Collen Construction Website.

6.2.1 From time-to-time Collen Construction affiliates or agents might use this information for marketing purposes or to inform you about other products and services, which we think might be of interest for you.

6.2.2 We are committed to protecting your privacy. Your personal data is held on a secure computer and manual files shall not be processed for any other purpose than those set out in this Privacy Policy. The server Collen Construction uses to store this information is accessible to authorised staff only, is further connected to the Internet through a firewall and is therefore not accessible to the public.

6.2.3 Small pieces of information known as cookies will be installed on your computer to collect statistical information including navigation paths, number of visits, returning customers and hits per page. The only personal information that a cookie can contain is information that you provide yourself. They cannot read data off your hard disk. We use these cookies to help us determine the usefulness of the information that we provide and to see how user-friendly our website is. Collen Construction does not share the information that it gathers from cookies with other non-Collen Construction entities or sell it to third parties. If you prefer not to receive cookies from our website, you can set your browser to warn you before accepting cookies and refuse the cookie when your browser alerts you to its presence. You can also refuse cookies by turning them off in your browser. You are required to have cookies turned on to enable you to use the My Alerts section of the Collen Construction Website.

6.2.4 You have the right to access, correct, update, or delete your data by accessing the appropriate link to your profile or by submitting a request to construction@collen.com.

6.2.5 We will only hold your personal information for the duration necessary to allow us to provide the services that you have requested or for any additional period as required by law.

6.2.6 This Privacy Policy may be amended by Collen Construction from time-to-time. We will notify you of any material changes affecting our use of your personal data.

7 Trademark

- 7.1 You must not display or use in any manner Collen Construction trademarks or logos without prior written permission.

8 Collen Construction

- 8.1 River House, East Wall Road, Dublin 3, D03 P7Y5

Email: construction@collen.com

9 Governing Law

- 9.1 These Terms and Conditions shall be governed by and construed in accordance with Irish law. Disputes arising in connection with these Terms and Conditions shall be subject to the exclusive jurisdiction of the Irish courts.

10 Copyright

- 10.1 Copyright Collen Construction. All rights reserved. It is strictly prohibited to copy, redistribute, republish or modify any materials or software contained on the Collen Construction Website or in subsequent support without the prior written consent of Collen Construction.