

UNDERTAKING

Rath-Wood Home and Garden World Limited ('RATHWOOD')

This Undertaking is provided by **RATHWOOD** to the **Competition and Consumer Protection Commission** ('the **CCPC**'), on the date set forth below (the 'Undertaking'). The Undertaking of **RATHWOOD** contained herein is accepted by the **CCPC** pursuant to section 73 of the Consumer Protection Act 2007, as amended ('the **2007 Act**').

WHEREAS FOR THE PURPOSES OF THIS UNDERTAKING:

- (A) **RATHWOOD** carries on business activities as a private limited company incorporated within the State, having its registered office at Rath, Tullow, Carlow and is a 'trader' for the purposes of the **2007 Act** and Consumer Rights Act 2022 ('the **2022 Act**').
- (B) The **CCPC** is a statutory body established by the Competition and Consumer Protection Act 2014 and its functions pursuant to section 10 of that Act include *inter alia*:
 - (i) to promote and protect the interests and welfare of consumers;
 - (ii) to carry out an investigation on its own initiative or in response to a complaint made to it by any person, into any suspected breach of the relevant statutory provisions;
 - (iii) to encourage compliance with, and enforce, the relevant statutory provisions.
- (C) These statutory provisions include the **2022 Act**.
- (D) Section 36(1) of the **2022 Act** requires that traders entering into sales contracts with consumers deliver the goods in accordance with the contract.
- (E) Section 36(2) of the **2022 Act** requires traders to deliver the goods by transferring the physical possession or control of the goods to the consumer without undue delay and in any event not later than 30 days after the conclusion of the sales contract, unless the trader and the consumer have agreed otherwise.
- (F) Section 36(3) of the **2022 Act** requires consumers – without prejudice to the exceptions specified in section 36(4) – to call upon the trader to make the delivery within an additional period that is appropriate in the circumstances if the trader does not deliver the goods at the time, or within the period, agreed with the consumer, or where no such time or period has been agreed between the trader and the consumer, in accordance with section 36(2) of the **2022 Act**.

- (G) Section 36(4) of the **2022 Act** stipulates that section 36(3) of the **2022 Act** does not apply where –
- (a) the trader has refused to deliver the goods,
 - (b) delivery of the goods within the period agreed with the consumer is essential, taking into account all the relevant circumstances at the time of the conclusion of the sales contract, or
 - (c) the consumer informed the trader at the time of, or before, the conclusion of the sales contract that delivery on or by a specified date was essential.
- (H) Section 36(5) of the **2022 Act** confers upon consumers the right to terminate the sales contract where the trader has refused to deliver the goods, fails to deliver the goods within any additional period for delivery applicable under section 36(3) of the **2022 Act** or fails to deliver the goods within the period agreed with the consumer under section 36(4)(b) of the **2022 Act** or on or by the date specified by the consumer under section 36(4)(c) of the **2022 Act**.
- (I) Section 36(6) of the **2022 Act** stipulates that where the consumer has the right to terminate a sales contract under section 36(5) of the **2022 Act** and wishes to exercise that right –
- (a) the consumer is required to exercise that right in accordance with section 28 of the **2022 Act**, and
 - (b) the trader is required to comply with the obligations in section 30 of the **2022 Act**.
- (J) Section 28(2)(a) of the **2022 Act** requires consumers to terminate the sales contract by means of a statement to the trader expressing their decision to terminate the sales contract.
- (K) Section 30 of the **2022 Act** applies where the consumer exercises the right to terminate a sales contract under *inter alia* section 36(5) of the **2022 Act** and refers to section 31 of the **2022 Act** where a reimbursement is due to the consumer.
- (L) Section 31(2) of the **2022 Act** requires traders to reimburse the consumer without undue delay and in any event not later than 14 days after the date on which the trader received (i) the goods back, or (ii) if the trader so chooses, evidence provided by the consumer of having returned the goods, using the same means of payment as the consumer used to pay for the goods unless the consumer expressly agrees otherwise and provided that the consumer does not incur any fees as a result of such reimbursement, and without the imposition of any fee on the consumer in respect of the reimbursement.
- (M) Under section 67(q) of the **2007 Act**, a failure or refusal by a trader to reimburse a consumer who is entitled to the reimbursement under section 31 of the **2022 Act** is deemed to be a “prohibited act or practice” for the purposes of Part 5 of the **2007 Act**.
- (N) Under section 73(2) of the **2007 Act**, the **CCPC** may accept a written undertaking from a trader when the **CCPC** has reason to believe that the trader is committing or engaging in, is about to commit or engage in, or has committed or engaged in, a prohibited act or practice.

- (O) The **CCPC** has identified and informed **RATHWOOD** of a number of compliance concerns in connection with the requirements outlined in paragraphs (D) to (L) above, and has indicated that the **CCPC** has reason to believe that **RATHWOOD** has committed or engaged in a prohibited act or practice as a result of its failure to reimburse consumers in accordance with section 31(2) of the **2022 Act** in circumstances where the sales contract between the consumers and **RATHWOOD** was concluded between 1 October 2024 and 30 September 2025, and the consumers had exercised their right to terminate the sales contract under sections 28(2)(a) and 36(5) of the **2022 Act**.
- (P) Having regard to the foregoing, **RATHWOOD** agrees, without admission of liability or wrongdoing, to provide the Undertaking herein set out pursuant to section 73 of the **2007 Act**.

UNDERTAKING:

1. Notwithstanding the general application of sections 30, 31 and 36 of the **2022 Act**, **RATHWOOD** hereby undertakes to the **CCPC** to expressly ensure compliance with these statutory provisions in respect of sales contracts concluded with consumers by reimbursing consumers all sums paid under the sales contract that has been terminated and in accordance with section 31(2) of the **2022 Act** without undue delay, and in any event not later than the date on which the Undertaking provided herein will take effect, in instances where –
 - (i) the sales contract was concluded between 1 October 2024 and 30 September 2025 (inclusive);
 - (ii) the consumer, having the right to terminate the sales contract pursuant to section 36(5) of the **2022 Act**, exercised that right in accordance with section 28(2)(a) of the **2022 Act** prior to the date of signature of the Undertaking provided herein; and
 - (iii) despite (ii) above, the consumer has yet to be reimbursed (excluding consumers who have effectively been reimbursed via chargeback) as of the date of signature of the Undertaking provided herein.

For the avoidance of doubt, **RATHWOOD** accepts and acknowledges that any consumer –

- a. whose sales contract with **RATHWOOD** was concluded between 1 October 2024 and 30 September 2025 (inclusive);
- b. who has the right to terminate the sales contract pursuant to section 36(5) of the **2022 Act**; and
- c. to whom **RATHWOOD** has not (prior to the date of signature of the Undertaking provided herein) transferred the physical possession or control of the goods purchased under the sales contract,

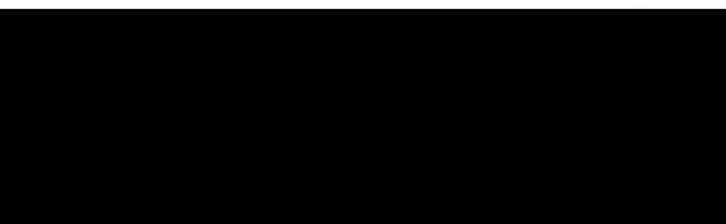
cannot (and is thus under no obligation to) return the goods purchased under the sales contract to **RATHWOOD** in accordance with section 28(2)(b) of the **2022 Act** and is therefore only required to comply with section 28(2)(a) of the **2022 Act** in order to receive a reimbursement from **RATHWOOD** in accordance with sections 30 and 31 of the **2022 Act** and pursuant to the terms of the Undertaking provided herein. **RATHWOOD** accepts and acknowledges that such consumers fall within the scope of clause 1(ii) for the purposes of the Undertaking provided herein.

For the purpose of clause 1(iii) above, "consumers who have effectively been reimbursed via chargeback" means consumers who, having paid by means of card, disputed the card transaction via the card provider's chargeback process on grounds of non-delivery, and subsequently had the disputed transaction reversed through the chargeback process.

2. **RATHWOOD** hereby undertakes to the CCPC to proactively monitor the implementation of clause 1 above, and to provide a written notice to the CCPC within 7 days from the date on which the Undertaking provided herein will take effect, indicating the following details:
 - (i) number of consumers who, falling within the scope of clause 1 (i) and (ii) above, were reimbursed in 2025 and 2026 prior to the date of signature of the Undertaking provided herein, including consumers who were reimbursed via chargeback during this period, providing a breakdown of reimbursements issued by **RATHWOOD** and those processed via chargeback;
 - (ii) number of consumers falling within the scope of clause 1(iii) above (N.B. this excludes consumers reimbursed via chargeback prior to the date of signature of the Undertaking);
 - (iii) number of consumers who, falling within the scope of clause 1(iii) above, have subsequently been reimbursed between the date of signature of the Undertaking provided herein and the date on which it took effect, including consumers reimbursed via chargeback during this period, providing a breakdown of reimbursements issued by **RATHWOOD** and those processed via chargeback.
3. The Undertakings provided herein shall be and is intended by **RATHWOOD** to be binding upon and enforceable against **RATHWOOD**, its successors and assigns.
4. The terms "and" and "or" as used herein have both conjunctive and disjunctive meanings.
5. This Undertaking will take effect on 2 April 2026.

Signed

Mr



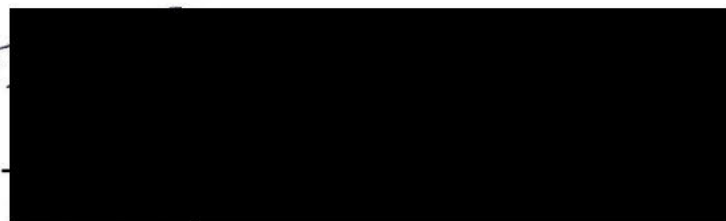
Director on behalf of **RATHWOOD**

Date: 5 / 3 / 2026

THIS UNDERTAKING IS ACCEPTED BY:

Signed

Mr



Director of Consumer Enforcement Division, **CCPC**

Date: 5 / 03 / 2026