

## H & B SUPPLIES LIMITED - TERMS AND CONDITIONS OF SALE

Your attention is in particular drawn to the provisions of conditions 4.4, 10 and 13.

### **1. INTERPRETATION**

- 1.1 The definitions and rules of interpretation in this condition apply in these conditions.  
**Buyer and Your:** the person, firm or company who purchases the Goods from the Company.  
**Company:** H & B Supplies Limited, a limited company registered in England and Wales under company number 03558798 whose registered office is at Units D1-D4 Capital Point, Capital Business Park, Parkway, Cardiff CF3 2PY.  
**Contract:** any contract between the Company and the Buyer for the sale and purchase of the Goods, incorporating these conditions.  
**Delivery Point:** the place where delivery of the Goods is to take place under condition 4.  
**Goods:** any goods agreed in the Contract to be supplied to the Buyer by the Company (including any part or parts of them).  
**Working day:** any day (other than Saturdays or Sundays) where clearing banks in the city of London are open for business.
- 1.2 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.3 Words in the singular include the plural and in the plural include the singular.
- 1.4 A reference to one gender includes a reference to the other gender.
- 1.5 Condition headings do not affect the interpretation of these conditions.

### **2. APPLICATION OF TERMS**

- 2.1 Subject to any variation under condition 2.3, the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).
- 2.2 No terms or conditions endorsed on, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.
- 2.3 These conditions apply to all the Company's sales and any variation to these conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by a Director of the Company. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation.
- 2.4 Each order or acceptance of a quotation for Goods by the Buyer from the Company shall be deemed to be an offer by the Buyer to buy Goods, subject to these conditions.
- 2.5 No order placed by the Buyer shall be deemed to be accepted by the Company until a written acknowledgement of order is issued by the Company or (if earlier) the Company delivers the Goods to the Buyer.
- 2.6 The Buyer shall ensure that the terms of its order and any applicable specification are complete and accurate. The Company accepts no liability for any Contracts for the supply of Goods which do not meet the Buyer's requirements where any error or omission relates to any incomplete or inaccurate order received from the Buyer.
- 2.7 Any quotation is given on the basis that no Contract shall come into existence until the Company despatches an acknowledgement of order to the Buyer or (if earlier) the Company delivers the Goods to the Buyer. Any quotation is valid for a period of fourteen (14) days only from its date, provided that the Company has not previously withdrawn it.

### **3. DESCRIPTION**

- 3.1 The quantity and description of the Goods shall be as set out in the Company's quotation unless the Company's submits an acknowledgment of order to the Buyer in which case the acknowledgement of order shall supersede the Company's quotation.
- 3.2 All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures or on the Company's website are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and the Contract is not a sale by sample.
- 3.3 If the Buyer intends to sell the Goods on or to export or otherwise distribute the Goods, the Buyer:-
- 3.3.1 warrants to the Company that it has the legal right to sell on those Goods in the relevant jurisdiction;
  - 3.3.2 warrants to the Company that it will act in full compliance with all applicable laws and regulations (including but not limited to customs controls and authorisations) if it intends to sell, distribute and/or export any of the Goods;
  - 3.3.3 warrants to the Company that it will not infringe the rights of any third parties in its sale, distribution or export of the Goods under any applicable laws and regulations including but not limited to any trade mark infringement or similar rights in any applicable jurisdiction;
  - 3.3.4 shall indemnify and hold the Company harmless in respect of any claims, costs, losses, expenses or other sums incurred by the Company (including all legal costs and expenses) which are directly or indirectly incurred as a consequence of any breach by the Buyer of the undertakings to the Company in sub-conditions 3.3.1 to 3.3.3 inclusive or any claim by a third party that the sale, distribution or export of the Goods infringes the intellectual property rights of that third party; and
  - 3.3.5 shall notify the Company in writing to its registered office (marked for the attention of the Managing Director) in the event of any third-party notification of any complaint or claim relating to the alleged infringement of intellectual property rights within twenty-four (24) hours of receipt by the Buyer.

### **4. DELIVERY**

- 4.1 Unless otherwise agreed in writing by the Company, delivery of the Goods shall take place at the Company's place of business (ex-works Cardiff).
- 4.2 Where the Company arranges carriage via its authorised carriers to the Buyer's premises or other nominated point for delivery, the Company shall insure the Goods in transit.
- 4.3 The Buyer shall take delivery of the Goods within seven (7) days of the Company giving it notice that the Goods are ready for delivery.
- 4.4 Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.
- 4.5 Subject to the other provisions of these conditions, the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds ninety (90) days.
- 4.6 If for any reason
- 4.6.1 the Buyer fails to accept delivery of any of the Goods when they are ready for delivery; or
  - 4.6.2 the Company is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations; or
  - 4.6.3 the Buyer's direct debit to the Company fails to pay the Company the sums due for Goods in accordance with condition 13.6,
    - (a) risk in the Goods shall pass to the Buyer (including for loss or damage caused by the Company's negligence);
    - (b) the Goods shall be deemed to have been delivered;

- (c) the Company may store the Goods until delivery, whereupon the Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance), such related costs and expenses to be discharged by the Buyer to the Company in cleared funds prior to release of the Goods to the Buyer or its approved courier; and
- (d) the Company may, in its sole discretion, choose to cancel the Buyer's order and may refuse to deliver the Goods to the Buyer with no liability, obligation or responsibility to the Buyer in respect thereof whatsoever.
- 4.7 The Buyer shall provide at the Delivery Point and at its expense adequate and appropriate equipment and manual labour for loading the Goods.
- 4.8 If the Company delivers to the Buyer a quantity of Goods of up to 10% more or 24% less than the quantity accepted by the Company, the Buyer shall not be entitled to object to or reject the Goods or any of them by reason of the surplus or shortfall and shall pay for such goods at the pro rata Contract rate.
- 4.9 The Company may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.
- 4.10 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.

## **5. NON-DELIVERY**

- 5.1 The quantity of any consignment of Goods as recorded by the Company on despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary to the Company's satisfaction.
- 5.2 The Company shall not be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless the Buyer gives written notice to the Company of the non-delivery within two (2) days of the date when the Goods would in the ordinary course of events have been received by the Buyer.
- 5.3 Any liability of the Company for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised by the Buyer for such Goods.

## **6. RISK/TITLE**

- 6.1 The Goods are at the risk of the Buyer from the time of delivery or, if for any reason the Buyer fails to accept delivery of any of the Goods when they are ready for delivery.
- 6.2 Ownership of the Goods shall not pass to the Buyer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:
  - (a) the Goods;
  - (b) all costs and expenses under condition 4.5(c), where applicable; and
  - (c) all other sums which are or which become due to the Company from the Buyer on any account.
- 6.3 Until ownership of the Goods has passed to the Buyer, the Buyer shall:
  - (a) hold the Goods on a fiduciary basis as the Company's bailee;
  - (b) store the Goods (at no cost to the Company) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as the Company's property;
  - (c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods;
  - (d) maintain the Goods in its original packaging and ensure that it is maintained in satisfactory condition, meaning that the Goods may be resold by the Company without any discount or requirement to repackage or incur any other expenditure;
  - (e) where the Goods are "grey goods", being products that are bought in a foreign country and sold more cheaply than in the manufacturer's usual distribution system, the Buyer shall not tamper with or alter any decoded Goods or do anything else which might disguise the origin of the Goods or the fact that they are "grey goods"; and
  - (f) keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request, the Buyer shall produce the policy of insurance to the

Company and shall provide evidence of payment of all premiums due in connection with such policy of insurance.

- 6.4 The Buyer may resell the Goods before ownership has passed to it solely on the following conditions:
- (a) any sale shall be effected in the ordinary course of the Buyer's business at full market value; and
  - (b) any such sale shall be a sale of the Company's property on the Buyer's own behalf and the Buyer shall deal as principal when making such a sale.
- 6.5 The Buyer's right to possession of the Goods shall terminate immediately if:
- (a) the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer; or
  - (b) the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Buyer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or
  - (c) the Buyer encumbers or in any way charges any of the Goods.
- 6.6 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.
- 6.7 The Buyer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.
- 6.8 Where the Company is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by the Company to the Buyer in the order in which they were invoiced to the Buyer.
- 6.9 On termination of the Contract, howsoever caused, the Company's (but not the Buyer's) rights contained in this condition 6 shall remain in effect.

## **7. PRICE**

- 7.1 Unless otherwise agreed by the Company in writing, the price for the Goods shall be the price set out in the Company's price list published on the date of the Company's acknowledgment of order or (if earlier) the date on which the Company delivers or is deemed to have delivered the Goods to the Buyer.
- 7.2 The price for the Goods shall be exclusive of any value added tax, export tax or other impost or charges applicable to the Goods and all costs or charges in relation to packaging, loading, unloading, carriage, shipping or other transportation and insurance, all of which amounts the Buyer shall pay in addition when it is due to pay for the Goods.

## **8. PAYMENT**

- 8.1 Subject to condition 8.4 and 13, payment of the price for the Goods is due in cleared funds and in pounds sterling within 30 days of the date of the Company's relevant invoice for the Goods.
- 8.2 Time for payment shall be of the essence.
- 8.3 No payment shall be deemed to have been received until the Company has received cash or cleared funds.

- 8.4 All payments payable to the Company under the Contract shall become due immediately on its termination or immediately upon withdrawal of any credit facility by the Company pursuant to condition 13 below despite any other provision.
- 8.5 The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Buyer.
- 8.6 If the Buyer fails to pay the Company any sum due pursuant to the Contract, the Buyer shall be liable to pay interest to the Company on such sum from the due date for payment at the annual rate of 4% above the base lending rate from time to time of Barclays Bank PLC, accruing on a daily basis until payment is made, whether before or after any judgment. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998 and the Late Payment of Commercial Debts Regulations 2002 (as applicable).
- 8.7 The Buyer agrees that, in respect of the Buyer (and, if the Buyer is a sole tradership or partnership, the principal or partners), the Company shall have the right to:
- (a) exchange information with other companies and organisations for the purposes of fraud protection and credit risk reduction; and
  - (b) undertake credit reference searches with one or more credit reference agencies, who will retain a record of that search and will share that information with others conducting searches.

## **9. QUALITY**

- 9.1 Where the Company is not the manufacturer of the Goods, the Company shall endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to the Company.
- 9.2 The Company warrants that (subject to the other provisions of these conditions) on delivery or deemed delivery the Goods shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979.
- 9.3 The Company shall not be liable for a breach of the warranty in condition 9.2 unless:
- (a) the Buyer gives written notice of the defect to the Company, and, if the defect is as a result of damage in transit from the Company's premises to the Buyer, within five (5) days of the time when the Buyer discovers or ought to have discovered the defect; and
  - (b) the Company is given a reasonable opportunity after receiving the notice of examining such Goods and the Buyer (if asked to do so by the Company) returns such Goods to the Company's place of business for the examination to take place there. The cost of returning the Goods will be met by the Company, provided that either the Company arranges collection via its nominated carrier or, if the Buyer prefers to arrange the return, the Company has given its prior written approval to the cost of the Buyer's chosen return method.
- 9.4 The Company shall not be liable for a breach of the warranty in condition 9.2 if:
- (a) the Buyer makes any further use of such Goods after giving such notice; or
  - (b) the defect arises because the Buyer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or
  - (c) the Buyer removes the Goods from their original packaging (other than removing external packaging which is non intrinsic to packaging on the Goods themselves); or
  - (d) the Buyer alters or repairs such Goods without the written consent of the Company.
- 9.5 Subject to condition 9.3 and condition 9.4, if any of the Goods do not conform with the warranty in condition 9.2, the Company shall, at its option, repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if the Company so requests, the Buyer shall return the Goods or the part of such Goods which is defective to the Company in its original packaging. The cost of returning the Goods will be met by the Company, provided that either the Company arranges collection via its nominated carrier or, if the Buyer prefers to arrange the return, the Company has given its prior written approval to the cost of the Buyer's chosen return method.
- 9.6 If the Company complies with condition 9.5, it shall have no further liability for a breach of the warranty in condition 9.2 in respect of such Goods.
- 9.7 Any Goods replaced shall belong to the Company.

## **10. LIMITATION OF LIABILITY**

- 10.1 Subject to condition 4, condition 5 and condition 9, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Buyer in respect of:
- (a) any breach of these conditions;
  - (b) any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and
  - (c) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 10.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 10.3 Nothing in these conditions excludes or limits the liability of the Company:
- (a) for death or personal injury caused by the Company's negligence; or
  - (b) under section 2(3), Consumer Protection Act 1987; or
  - (c) for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
  - (d) for fraud or fraudulent misrepresentation.
- 10.4 Subject to condition 10.2 and condition 10.3:
- (a) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising out of or in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and
  - (b) the Company shall not be liable to the Buyer for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused)] which arise out of or in connection with the Contract.

## **11. ASSIGNMENT**

- 11.1 The Company may assign the Contract or any part of it to any person, firm or company.
- 11.2 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

## **12. FORCE MAJEURE**

The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, extreme weather conditions, epidemic, lock-outs, theft, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 180 days, the Buyer shall be entitled to give notice in writing to the Company to terminate the Contract.

## **13. TERMS OF CREDIT**

- 13.1 This condition applies if and when the Company agrees in writing to allow the Buyer access to a credit facility in connection with the sale of Goods.
- 13.2 The Buyer may be given a credit account only if the Company is satisfied with the results of credit checks carried out by the Company against the Buyer.

- 13.3 The Company will notify the Buyer in writing of the credit limit being given to the Buyer, if applicable. The Buyer will only be entitled to use the credit facility if and for so long as it maintains an account with the Company and only to the extent of the credit limit set by the Company in respect of that account.
- 13.4 A credit facility shall be personal to the Buyer and shall not be transferrable.
- 13.5 All sums due in respect of the Goods shall be paid in accordance with condition 8.4 unless agreed otherwise in writing between the Buyer and the Company.
- 13.6 The Company may require the Buyer to set up and to maintain a direct debit facility with its bankers as a condition of the Company giving the Buyer access to and maintaining a credit facility. In the event that any direct debit payment from the Buyer is not received by the Company when due, the Company reserves the right to exercise its rights under condition 4.6 above.
- 13.7 The Company may vary the terms of any credit facility it has afforded to the Buyer at any time and for any reason in its sole discretion and may withdraw, reduce or increase such credit facility at any time and for any reason in its sole discretion without the need for explanation. Any variation in the terms of a credit facility will be notified to the Buyer by the Company in writing and will take effect immediately.
- 13.8 If a valid warranty claim is made in respect of Goods by the Buyer against the Company where those Goods were supplied on credit, the Company may choose to credit part or all the price of the Goods. In such circumstance, the credit will be made to the Customer's credit account and will not be paid in cash to the Buyer.
- 13.9 Notwithstanding any warranty claim made by the Buyer against the Customer under condition 13.8 above, the Buyer shall pay for all of the Goods which are or which may be affected or the subject of such claim in accordance with condition 8 above pending the resolution or determination of the validity of such warranty claim.
- 13.10 If and when the Buyer's credit facility is withdrawn, the Buyer shall immediately pay up all unpaid invoices and outstanding balances relating to that credit account notwithstanding any previous arrangements or agreements to the contrary.
- 13.11 If and when the Buyer's credit facility is reduced, the Buyer shall immediately pay up the difference between the amount of the credit facility utilised and the then current reduced credit limit imposed on the credit facility by the Company ("**Difference**") and may postpone the fulfilment of any pending orders for Goods pending payment up of the Difference. If the Buyer fails to pay the Difference within twenty-four (24) hours of such sum becoming due and payable, the Company reserves the right to withdraw the Buyer's credit facility in full without further notice to the Buyer and with immediate effect. In such circumstance, the provisions of condition 13.10 shall apply.

#### **14. GENERAL**

- 14.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.
- 14.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 14.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 14.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 14.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it except that the Buyer's assignees (if any) pursuant to condition 11.1 shall be entitled to enforce the Contract.
- 14.6 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law.
- 14.7 The Contract shall be governed by and construed in all respects in accordance with English law.

14.8 In relation to any legal action or proceedings to enforce the Contract or arising out of or in connection with the Contract ('**Proceedings**'), subject always to condition 13.9, each of the Buyer and the Company irrevocably submits to the jurisdiction of the English courts and waives any objection to Proceedings in such courts on the grounds of venue or on the grounds that the Proceedings have been brought in an inconvenient forum.

14.9 These submissions shall not affect the right of the Company to take Proceedings in any other jurisdiction nor shall the taking of Proceedings in any jurisdiction preclude the Company from taking Proceedings in any other jurisdiction. These submissions shall not affect the right of the Buyer with a view to obtaining interim relief in any other jurisdiction.

## 15. **COMMUNICATIONS**

15.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post, by e-mail, by fax or by electronic data interchange:

- (a) (in case of communications to the Company)
  - (i) by post or hand delivery, to its registered office or such changed address as shall be notified to the Buyer by the Company
  - (ii) by fax, to the Company's fax number as stated on its website from time to time;
  - (iii) by e-mail, to the Company's email address at [info@hbsupplies.co.uk](mailto:info@hbsupplies.co.uk); or
  - (iv) to the Company's electronic data interchange (EDI) where an electronic confirmation of receipt of an EDI message is generated following the receipt of that EDI message by the electronic computer system of the receiver, which confirms that the syntax and semantics of the EDI message have been checked and verified by the receiver's computer system; or as otherwise notified to the Company by the Buyer from time to time

- (b) (in the case of the communications to the Buyer)
  - (i) by post or hand delivery, to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Buyer set out in any document which forms part of the Contract or such other address as shall be notified to the Company by the Buyer;
  - (ii) by fax, to the Buyer's fax number as notified to the Company in the Buyer's order;
  - (iii) by e-mail, to the Buyer's e-mail address as notified to the Company in the Buyer's order;
  - (iv) by electronic data interchange, to the Buyer's electronic data interchange where an electronic confirmation of receipt of an EDI message is generated following the receipt of that EDI message by the electronic computer system of the receiver, which confirms that the syntax and semantics of the EDI message have been checked and verified by the receiver's computer system; or as otherwise notified to the Company by the Buyer from time to time.

15.2 Communications shall be deemed to have been received:

- (a) if sent by pre-paid first class post, two (2) days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or
- (b) if delivered by hand, on the day of delivery; or
- (c) if sent by fax on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day
- (d) if sent by e-mail or electronic data interchange on a working day prior to 4.00pm, at the time of sending and otherwise on the next working day.

15.3 Communications addressed to the Company shall be marked for the attention of the Sales Director.