

TUFFA UK LIMITED
TERMS AND CONDITIONS OF SALE
BUSINESS TO BUSINESS (REVISION 1st February 2014)

The Customer's attention is in particular drawn to the provisions of condition 11.4 and 11.5.

1. Interpreter

1.1 The definitions and rules of interpretation in this condition apply in these Conditions.

Company: Tuffa UK Limited, company number 5444911, whose registered office is at Dovefelds Industrial Estate, Derby Road, Uttoxeter, Staffordshire, ST14 6SW.

Contract: any contract between the Company and the Customer for the sale of Goods, incorporating these Conditions.

Customer: the person, firm or company who purchases the Goods from the Company.

Goods: any goods agreed in the Contract to be supplied to the Customer by the Company, such as, but not limited to all types of storage tanks, storage units, Tuffa Kabinis, ancillary equipment and fittings.

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 Customer purports to apply under any purchase order, confirmation of order, specification or other document).

2.2 No terms or conditions set out, delivered with or contained in the Customer's purchase order, confirmation of order, specification or other document (if any) shall form part of the Contract simply as a result of such document being referred to in the Contract.

2.3 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 Customer 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 Customer from the Company shall be deemed to be an offer by the Customer to purchase Goods subject to these Conditions.

2.5 No order placed by the Customer 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 Customer.

2.6 A quotation by the Company does not constitute an offer and any quotation is given on the basis that no Contract shall come into existence until the Company despatches an acknowledgement of order to the Customer or, if earlier, the Company delivers the Goods to the Customer. Any quotation is valid for a period of 30 days only from its date, provided that the Company has not previously withdrawn or revised it.

2.7 If the Customer shares any information with the Company which is not specifically requested, the Company shall provide accurate written details about the type and grade of products the Customer intends to store in any tank ordered.

3. Description

3.1 The quantity and description of the Goods shall be as set out in the Company's acknowledgement of order, or, in the absence of such acknowledgement of order, as set out in the contract between the Company and the Customer.

3.2 All catalogues, samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company's catalogues or brochures 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 this is not a sale by sample.

4. Cancellation

4.1 The Customer can only cancel an order (or part of an order) which has already been accepted in accordance with condition 2.5 above, if it has obtained the Company's prior agreement in writing. The Company is not bound to agree to any such cancellation and may complete such order even if the Customer purports to cancel it, in which case the price for the Goods will be due and payable in accordance with these Conditions. The Company will not be liable for any loss of profit or other loss which the Customer incurs as a result of such cancellation.

4.2 If the Company agrees that the Customer may cancel an order, the Company may charge the Customer a restocking fee of such amount as is notified to the Customer at the time of cancellation.

5. Delivery

5.1 Unless otherwise agreed in writing by the Company, delivery of the Goods shall take place Ex Works at the Company's place of business in normal business hours and the Customer shall be responsible for collecting the Goods from the Company's place of business.

5.2 Subject to condition 5.3, the Customer shall take delivery of the Goods within 7 days of the Company giving it notice that the Goods are ready for delivery.

5.3 If, by virtue of condition 5.1 above, the Company agrees to deliver the Goods to the Customer's place of business or to such other agreed delivery location, the Customer shall take delivery of the Goods as soon as the Goods have arrived at the Customer's place of business or such other agreed location.

5.4 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.

5.5 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 Customer to terminate or rescind the Contract unless such delay exceeds 60 days.

5.6 If for any reason the Customer fails to accept delivery of any of the Goods when they are ready for delivery, or the Company is unable to deliver the Goods on time because the Customer has not provided appropriate instructions, documents, licences or authorisations:

(a) risk in the Goods shall pass to the Customer (including for loss or damage caused by the Company's negligence);

(b) the Goods shall be deemed to have been delivered; and

(c) the Company may store the Goods until delivery, whereupon the Customer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

5.7 If the Company delivers to the Customer a quantity of Goods up to 5% more or less than the quantity accepted by the Company, the Customer 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.

5.8 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.

5.9 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Customer to repudiate or cancel any other Contract or instalment.

5.10 The quantity of any consignment of Goods accepted by the Company upon despatch from the Company's place of business shall be conclusive evidence of the quantity received by the Customer and unless the Customer can provide conclusive evidence proving the contrary, 5.11 The Customer must count the Goods on receipt and check for damage on receipt and notify any shortages or damage on the delivery note or collection note at the time of delivery. The Company shall not be liable for any non-delivery of the Goods (even if caused by the Company's negligence) unless the Customer gives written notice to the Company of the non delivery within 48 hours of the date when the Goods would in the ordinary course of events have been delivered.

5.12 Any liability of the Company for non-delivery of the Goods, shortages or damaged 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 for such Goods.

5.13 The Customer must comply with the following:

(a) shortages, discrepancies or damage which would have been obvious on delivery must be notified on the delivery note or collection note, and confirmed in writing to the Company within 72 hours;

(b) any defect or other failure of the Goods to conform with the Contract (which would be apparent upon reasonable inspection and testing of the Goods within 14 days) must be notified to the Company in writing within 14 days of the date of delivery or collection of the Goods;

(c) any defect or other failure of the Goods to conform with the Contract which would not be apparent within 14 days of the date of delivery or collection must be notified to the Company within 7 days of the day the Customer discovers, or ought to have discovered, the defect.

5.14 If the Customer fails to comply with condition 5.13 above the Customer shall be deemed to have accepted the Goods as being in accordance with the Contract and shall not be entitled to reject the Goods, the Company shall have no liability for any such defect or failure and the Customer shall be bound to pay the price for the Goods.

5.15 If the Company or its carrier is transporting the Goods the Company will deliver them to the Delivery Address. The Customer will ensure that adequate means of access are available and will provide all necessary facilities at the Delivery Address for unloading the Goods and will indemnify the Company from and against the indemnified Matters under or in respect of access and unloading operations.

5.16 In the event of adverse weather conditions, site restriction or access or hold up by the Customer/end user whereby off loading facilities arranged cannot be carried out, the Company will not be liable for such charges or re-charges which will be the responsibility of the Customer/end user.

6. Metal tanks

6.1 Unless otherwise agreed in writing, the Company will apply a primer to metal tanks but will not apply any further coats of paint to such Goods. It is the Customer's responsibility to apply such further coats of paint as are necessary to protect and finish the Goods using paint of an appropriate specification bearing in mind the location of the Goods. The Company does not accept any responsibility for damage caused to Goods as a result of the Customer's failure to comply with this condition.

6.2 If the Company agrees, at the Customer's request, to apply any additional coats of paint to metal tanks other than primer, the Company may make an additional charge for this service at such cost as is notified to the Customer. The Customer must provide the Company with accurate details of the paint specification required and must satisfy itself that such paint is appropriate bearing in mind the location at which the tank will be used.

7. Risk/Title

7.1 The Goods are at the risk of the Customer from the time of delivery or deemed delivery.

7.2 Full legal, beneficial and equitable title to and property in the Goods will not pass to the Customer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:

(a) the Contract; and

(b) all other sums which are or which become due to the Company from the Customer on any account or under any Contract.

7.3 Until full legal, beneficial and equitable title to and property in the Goods has passed to the Customer, the Customer shall:

(a) hold the Goods on a fiduciary basis as the Company's bailee and deliver the same up to the Company on demand;

(b) store the Goods (at no cost to the Company) separately from all other goods of the Customer 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; and

(d) maintain the Goods in satisfactory condition and keep them insured on the Company's behalf (without any cost to the Company) for their full price against all risks to the reasonable satisfaction of the Company. On request the Customer shall produce the policy of insurance to the Company.

7.4 The Customer may reject 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 Customer's business at full market value; and

(b) any such sale shall be a sale of the Company's property on the Customer's own behalf and the Customer shall deal as principal when making such a sale.

7.5 The Customer's right to possession of the Goods shall terminate immediately if:

(a) any sum due to the Company from the Customer under any account or Contract is not paid when due;

(b) the Customer 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 to its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer 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 Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer, or

(c) the Customer 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 Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade; or

(d) the Customer encumbers or in any way charges any of the Goods.

7.6 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.

7.7 The Customer grants the Company, its agents and employees an irrevocable licence during reasonable hours without prior notice to enter any premises (with or without vehicles) where the Goods are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to repossess and recover them.

7.8 Where the Company is unable to determine whether any Goods are Goods in respect of which the Customer's right to possession has terminated, the Customer shall be deemed to have sold all Goods of the kind said by the Company to the Customer in the order in which they were invoiced to the Customer.

7.9 On termination of the Contract, however caused, the Company's (but not the Customer's) rights contained in this condition 7 shall remain in effect.

7.10 The Company's rights and remedies set out in this condition 7 are in addition to and shall not in any way prejudice, limit or restrict any of the Company's other rights and remedies under the Contract or in law or equity.

8. Price

8.1 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 delivery or deemed delivery less any discount allowed by the Company to the Customer subject to condition 8.3.

8.2 Unless otherwise agreed by the Company in writing, the price for the Goods shall include any value added tax and all costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which amounts the Customer shall pay in addition when it is due to pay for the Goods.

8.3 The Company reserves the right in its absolute discretion to alter withdraw or vary discounts at any time.

9. Payment

9.1 The Company may require the Customer to pay a deposit in advance. For a first order pro-forma will be required. For subsequent orders credit facilities may be afforded subject to an application by the customer to open a credit account and satisfactory tradebank references being supplied to support the level of credit requested. Settlement of invoices are 30 days following date of invoice unless otherwise agreed in writing but could be less if the credit limit would be exceeded by the placing of additional orders. Customers details may be verified by a credit reference agency prior to the opening of a credit account. The Company reserves the right to withdraw credit facilities at any time.

9.2 Subject to condition 9.1 and 9.3, payment for the Goods is due in pounds sterling. Time for payment shall be of the essence.

9.3 No payment shall be deemed to have been received until the Company has received cleared funds. Payment by credit card will attract a surcharge; there is no charge for debit card payments.

9.4 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.

9.5 The Customer 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 Customer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer.

9.6 If the customer fails to pay the Company any sum due pursuant to the Contract on the due date for payment, the Customer shall be liable to pay interest to the Company on such sum from the date for payment at the annual rate of 8% above the base lending rate from time to time of the Bank of England accruing on a daily basis until payment is made, whether before or after any judgment.

9.7 The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

9.8 The Company reserves the right to charge administration costs in the event that an instrument of payment is not met by the clearing bank.

10. Quality of Goods

10.1 Where the Company is not the manufacturer of the Goods, the Company shall endeavour to transfer to the Customer the benefit of any warranty or guarantee given to the Company but does not give any warranty or guarantee as to the quality, fitness for purpose or otherwise, of the manufacturer's goods.

10.2 Subject to condition 10.1, the Company warrants that, upon delivery and for a period of 12 months from delivery, all Goods manufactured by the Company shall be:

(a) of satisfactory quality within the meaning of the Sale of Goods Act 1979; and

(b) reasonably fit for purpose. Storage tanks will be reasonably fit for the normal purposes of storage tanks intended to store products of the type notified to the Company in accordance with condition 2.7.

10.3 In addition to the warranty set out at condition 10.2, the bundle of bundled tanks manufactured by the Company are provided with the benefit of an extended product guarantee on the terms set out in the product guarantee supplied with the Goods.

10.4 The Company shall not be liable for a breach of the warranty set out in condition 10.2 unless:

(a) the defect arises because the Goods were not installed and maintained in accordance with all statutory requirements and regulations in force from time to time including building regulations, fire protection and environmental legislation, current industry standards and any applicable boiler manufacturer's requirements; or

(b) the defect arises from fair wear and tear, wilful damage, negligence, abnormal working conditions, misuse or alteration or repair of the Goods without the Company's approval; or

(c) the defect arises from work which has been serviced and maintained properly or in accordance with the Company's recommendations or have been fitted with any parts, components and/or accessories other than those manufactured or recommended by the Company; or

(d) the total price for the Goods has not been paid by the due date for payment; or

(e) inappropriate products or products of a different type to those notified to the Company in accordance with condition 2.7 have been stored within any storage tank and the defect relates to the storage tank itself or any associated equipment or fittings; or

(f) the defect results from overfill; or

(g) the defect relates to a metal tank and is caused by rusting.

10.6 Subject to condition 10.4 and 10.5, if the Customer establishes to the Company's reasonable satisfaction that any of the Goods do not conform with the warranty in condition 10.2 the Company shall, at its sole discretion and within a reasonable time repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate and, if the Customer has incurred any costs regarding the defective Goods to the Company in accordance with condition 10.4(c) refund the price of any such delivery costs provided they are reasonable and were reasonably incurred.

10.7 If the Company complies with condition 10.6 it shall have no further liability for a breach of the warranty in condition 10.2 in respect of such Goods.

10.8 If the results of any examination of the Goods carried out in accordance with condition 10.4(b) show, in the Company's sole opinion and absolute discretion, that the Goods are not faulty or defective within the terms of the warranty set out in this condition, the Company will be entitled to make a reasonable charge to the Customer to cover any costs incurred as a result of such examination including travel and labour costs.

11.1 Subject to condition 5 and condition 10, 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 sub-contractors) to the Customer in respect of:

(a) any breach of these Conditions or the Contract; and

(b) any negligence or breach of contract by the Company or any of its employees, agents and sub-contractors; and

(c) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

11.2 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.

11.3 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 will be illegal for the Company to exclude or attempt to exclude its liability; or

(d) for fraud or fraudulent misrepresentation.

11.4 Subject to condition 11.2 and condition 11.3 the Company's total liability in contract (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to 300% of the Contract price.

11.5 Subject to condition 11.2 and 11.3, the Customer shall not be liable to the Customer whether in contract, tort or otherwise for:

(a) any loss of profit or loss of business or loss of goodwill or otherwise;

(b) any pollution or contamination of land or waters or the cost of assessing, preventing, minimising, mitigating or rectifying any damage caused by pollution or contamination; or

(c) any consequential loss or damage.

11.6 The price of the Goods has been calculated on the basis that the Company will exclude or limit its liability as set out in the Contract and the Customer by placing an order agrees and warrants that the Customer shall insure against or bear itself any loss for which the Company has excluded or limited its liability in the Contract and the Company shall have no further liability to the Customer.

11.7 The Customer will indemnify the Company in full and on demand against all costs, losses damages and expenses including loss of profit and loss of anticipated savings which are made or brought in and suffered by the Company as a direct or indirect result of the Contract or the Goods supplied under the Contract in respect of any remedial notice served on the Company or any third party under Part 11A of the Environment Protection Act 1990 as amended from time to time, whether or not any such losses were foreseeable at the time provided any contamination has not been caused by the Company's negligence or breach of contract.

12. Health, Safety and Environment and Compliance with Legislation

12.1 The Customer shall comply at all times with the written instructions, warnings or suggestions and all written guidelines issued to the Customer from time to time or attached to the Goods concerning the methods whereby or the conditions whereupon they should be used or handled and the Customer shall refer their employees and its customers to such instructions, warnings, suggestions and guidelines and shall ensure compliance by any person using or handling the Goods with any such instructions, warnings, suggestions or guidelines.

12.2 The Customer shall ensure that all employees comply with all applicable legislation including health and safety legislation concerning the storage, repair, maintenance and use of the Goods.

13. Assignment

13.1 The Company may assign the Contract or any part of it to any person, firm or company.

13.2 The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

14. Force Majeure

The Company reserves the right to defer the date of delivery of Goods or to cancel the Contract or reduce the volume of the Goods ordered by the Customer (without liability to the Customer) 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, epidemic, lock-outs, 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 90 days the Customer shall be entitled to give notice in writing to the Company to terminate the Contract.

15. Breach of Contract/Insolvency

15.1 The Company shall have the right at any time and for any reason to immediately terminate the Contract in whole or in part or cancel or suspend any unexecuted order for Goods or delivery of the Goods or stop any Goods in transit or withhold performance of all or any of its obligations under the Contract by giving the Customer written notice, whereupon all work on the Contract shall be discontinued without liability to the Company. If:

(a) the Customer commits a material breach of any of the Conditions of the Contract which is incapable of remedy; or

(b) the Customer fails to remedy a breach of its obligations under the Contract which is capable of remedy, or persists in any breach of any of its obligations under the Contract after having been requested in writing by the Company to remedy or desist from such breach within a period of 14 days; or

(c) or

(d) any distress, execution or other process is levied upon any of the assets of the Customer; or

(e) the Customer 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 to its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer 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 Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or

(f) the financial position of the Customer deteriorates to such an extent that in the opinion of the Company the capability of the Customer to adequately fulfil its payment obligations under the Contract has been placed in jeopardy;

(g) the Customer fails to pay the Company any other sum owed to the Company on the due date for payment or exceeds any agreed credit limit with the Company;

15.2 The termination of the Contract, however arising, shall be without prejudice to the rights and duties of the Company accrued prior to termination. The conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

16. General

16.1 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.

16.2 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.

16.3 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.

16.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

16.5 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.

16.6 The Company reserves the right to sub-contract the fulfilment of the order or any part thereof.

16.7 The Contract, its performance, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

17. Communications

17.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or sent by email.

(a) in the case of communications to the Company to its registered office or such changed address as shall be notified to the Company by the Company or in the case of faxes or electronic mail to the fax number or electronic mail address notified to the Customer by the Company from time to time; or

(b) in the case of the communications to the Customer to the registered office of the Customer (if it is a company) or (in any other case) to any address of the Customer set out in any document which forms part of the Contract or such other address as shall be notified to the Company by the Customer or in the case of faxes or electronic mail to the fax number or electronic mail address notified to the Company by the Customer from time to time.

17.2 Communications shall be deemed to have been received:

(a) if sent by pre-paid first class post, two 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 or email on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.

17.3 Communications addressed to the Company shall be marked for the attention of a director or other duly authorised representative of the Company.