

When we do business with you, our standard terms of business are an important part of the contract between you, the customer, and Dutypoint. They set out each of our legal rights and responsibilities, and other information required by law.

Some important points are:

- You are responsible for making sure the goods you order are suitable for your intended use.
- You may not cancel an order once it has been accepted by us. We may at our discretion accept a return and charge you a fee.
- If you do not take delivery of goods on the agreed delivery date, we will invoice you as normal and charge you for storage.
- If we have made and commissioned Goods, we provide a 24 month warranty from the date of despatch, otherwise; it's 12 months from the date of despatch.

The above is a summary of a few key terms. It is not intended to replace the complete standard terms of business below, which you should read carefully.

## Standard Terms of Business

Please note the limitation of liability in clause 12

### 1. Definitions

In these Terms, capitalised words (such as 'Contract') have certain definitions, and certain interpretations apply. These are set out in clause 16 below.

### 2. Contract

- 2.1 Quotations are valid for a period of 30 days from date of issue and are not binding on Dutypoint.
- 2.2 The Customer is solely responsible for determining the suitability of the Deliverables for their intended application or use, and Dutypoint shall have no liability in this regard.
- 2.3 The Purchase Order constitutes an offer by the Customer to purchase Deliverables in accordance with these Terms.
- 2.4 The Purchase Order shall only be deemed to be accepted when Dutypoint issues written acceptance of the Purchase Order or commences the Services, at which point and on which date the Contract shall come into existence (**Commencement Date**).
- 2.5 A Purchase Order may not be cancelled once Dutypoint has accepted it. If the Customer wishes to cancel a Purchase Order, Dutypoint may, at its sole discretion, accept such cancellation and charge an appropriate fee.
- 2.6 Any samples, drawings, illustrations or descriptions issued by Dutypoint in advertising or not specifically referenced in a Quotation are illustrative only, and do not have any contractual force.
- 2.7 These Terms apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.8 These Terms shall apply to the supply of both Services and Goods (**Deliverables**), except where application to one or the other is specified.

### 3. Supply of Services

- 3.1 Dutypoint shall supply the Services to the Customer in accordance with the Contract.
- 3.2 The Customer shall provide the Supplier with such information and materials as the Supplier may reasonably require in order to supply the Services, and ensure that such information is complete and accurate in all material respects.
- 3.3 Where Dutypoint produces a Design on behalf of the Customer, Dutypoint will not commence the manufacture or assembly of the Goods until such time as the Customer agrees to the Design in writing.
- 3.4 Dutypoint shall use all reasonable endeavours to meet any agreed performance and delivery dates for the Deliverables, but any such dates shall be estimates only, and time shall not be of the essence.
- 3.5 Dutypoint may vary the Services and shall notify the Customer to that effect if such variation is necessary to comply with any applicable law or regulatory requirement, or if such variation will not materially affect the nature or quality of the Services or Product.
- 3.6 Subject to clause 3.3, any variation to the

Services must be agreed in writing between the parties and, if appropriate, the Customer will issue a new Purchase Order.

- 3.7 If any of the Services fail to conform with the Contract, Dutypoint shall, at its option and cost, reperform those Services or refund any monies paid for them. This shall be the Customer's sole remedy for such failure.

### 4. Delivery

- 4.1 Delivery of the Goods is ex works (unless otherwise set out in the Quotation), i.e. delivery takes place on the completion of loading of the Goods at the Delivery Location. The Customer is responsible for the Goods from their collection at the Delivery Location.
- 4.2 Each delivery of Goods will be accompanied by a delivery note which refers to the relevant Purchase Order.
- 4.3 Any dates quoted for delivery of the Deliverables are approximate only, and the time of delivery is not of the essence. Dutypoint shall not be liable for any delay in delivery of the Deliverables that is caused by a Force Majeure Event.
- 4.4 If the Customer fails to take delivery of the Goods within 3 business days of Dutypoint notifying the Customer that the Goods are ready, then delivery shall be deemed to have taken place, and Dutypoint shall:
- (a) issue an invoice for the Goods pursuant to clause 8.4; and
  - (b) store the Goods and charge the Customer for all related costs and expenses of storage (including insurance) until such time as they are collected by the Customer.

- 4.5 If 10 business days after the day on which Dutypoint notified the Customer that the Goods were ready for delivery the Customer has not collected them, Dutypoint may resell or otherwise dispose of part or all of the Goods.

- 4.6 Dutypoint may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

### 5. Quality

- 5.1 Dutypoint warrants to the Customer that the Services will be provided using reasonable care and skill.
- 5.2 Dutypoint warrants that for the Warranty Period, the Goods shall:
- (a) conform with their description and any applicable Goods Specification; and
  - (b) be free from material defects in design, material and workmanship.
- 5.3 Subject to clause 5.4, if:
- (a) the Customer gives notice in writing to Dutypoint during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1; and
  - (b) Dutypoint is given a reasonable opportunity of examining such Goods; and
  - (c) the Customer (if asked to do so by Dutypoint) returns such Goods to Dutypoint's place of business at the Customer's cost, Dutypoint shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 5.4 Dutypoint shall not be liable for the Goods' failure to comply with the warranties set out in clause 5.1 and 5.2 if:
- (a) the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.3 (a);
  - (b) the defect arises because the Customer failed to follow Dutypoint's instructions as to the storage, installation, use or maintenance of the Goods;
  - (c) the defect arises as a result of Dutypoint following any Design approved by the Customer pursuant to

clause 3.3 or Goods Specification supplied by the Customer;

(d) the defect arising as a result of the Customer's breach of clause 3.2;

(e) the Customer alters or repairs such Goods without the written consent of Dutypoint; or

(f) the defect arises as a result of fair wear and tear, wilful damage or negligence.

- 5.5 Except as provided in this clause 5, Dutypoint shall have no liability to the Customer in respect of the Goods' failure to comply with the warranties set out in clause 5.1 and 5.2.

### 6. Title and risk

- 6.1 The risk in the Goods shall pass to the Customer on completion of delivery as set out in clause 4.1. Title to the Deliverables shall not pass to the Customer until Dutypoint receives payment in full (in cash or cleared funds) for the Deliverables.

- 6.2 Until title to the Goods has passed to the Customer, the Customer shall:

(a) store the Goods separately from all other Goods held by the Customer so that they remain readily identifiable as Dutypoint's property;

(b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

(c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on Dutypoint's behalf from the date of delivery; and

(d) notify Dutypoint immediately if it becomes subject to any of the events listed in clause 13.1(b) and (c).

- 6.3 At any time before title to the Goods passes to the Customer, Dutypoint may require the Customer to deliver up all Goods in its possession that have not been irrevocably incorporated into another product and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in Purchase Order to recover them.

### 7. Customer's obligations

- 7.1 The Customer shall:
- (a) ensure that the terms of the Purchase Order are complete and accurate;
  - (b) co-operate with Dutypoint in all matters relating to the Deliverables;
  - (c) provide Dutypoint with such information and materials as Dutypoint may reasonably require in order to supply the Deliverables, and ensure that such information is complete and accurate in all material respects; and
  - (d) comply with all applicable laws, including health and safety laws.
- 7.2 If Dutypoint's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation (**Customer Default**):
- (a) without limiting or affecting any other right or remedy available to it, Dutypoint shall have the right to suspend performance of the Services until the Customer remedies the Customer Default; and
  - (b) Dutypoint shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Dutypoint's failure or delay to perform any of its obligations as set out in this clause 7.2.

### 8. Charges and payment

- 8.1 The price for the Deliverables:
- (a) shall be the price set out in the Quotation; and
  - (b) shall be exclusive of all costs and charges of insurance and transport of the Goods, for which the Customer is responsible.

(c) Dutypoint reserves the right to increase the price of the Deliverables, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Deliverables to Dutypoint that is due to:

(i) any factor beyond the control of Dutypoint (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);

(ii) any request by the Customer to change the Services, delivery date or the Goods Specification; or

(iii) any delay caused by a failure of the Customer to give Dutypoint adequate or accurate information or instructions in respect of the Deliverables.

8.2 In respect of Services, Dutypoint shall invoice the Customer as set out in the Quotation, which may include a payment in advance and stage payments. Any such advance payments are not refundable.

8.3 In respect of Goods, Dutypoint shall invoice the Customer on or at any time after completion of delivery.

8.4 The Customer shall (unless otherwise stated on the Quotation) pay each invoice submitted by Dutypoint:

(a) within 30 days of the date of the invoice (or in accordance with any credit terms agreed by Dutypoint and confirmed in writing to the Customer); and

(b) in full and in cleared funds to a bank account nominated in writing by Dutypoint, and time for payment shall be of the essence of the Contract.

8.5 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax (VAT) chargeable from time to time. Where any taxable supply for VAT purposes is made under the Contract by Dutypoint to the Customer, the Customer shall, on receipt of a valid VAT invoice from Dutypoint, pay to Dutypoint such additional amounts in respect of VAT as are chargeable on the supply of the Deliverables at the same time as payment is due for the supply of the Deliverables.

8.6 If the Customer fails to make a payment due to Dutypoint under the Contract by the due date, then, without limiting Dutypoint's remedies under clause 13, the Customer shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause 8.6 will accrue each day at 8% a year above the Bank of England's base rate from time to time.

8.7 All amounts due under the Contract shall be paid in full without any retention, set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

8.8 For the avoidance of doubt, unless otherwise specifically agreed in writing, the Customer shall not be entitled to apply any retention with regard to payment for the Deliverables.

## 9. Intellectual property rights

9.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by Dutypoint.

9.2 Dutypoint grants to the Customer a fully paid-up, non-exclusive, royalty-free licence during the term of the Contract to copy the Deliverables for the purpose of receiving and using the Deliverables in its business.

9.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted by clause 9.2.

## 10. Data protection

10.1 The following definitions apply in this clause 10:

(a) **Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures** as defined in the Data Protection Legislation.

(b) **Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR); the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended [and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party].

(c) **Domestic Law:** the law of the United Kingdom or a part of the United Kingdom.

10.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 10 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

10.3 The parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and Dutypoint is the Processor.

10.4 Without prejudice to the generality of clause 10.2, the Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to Dutypoint for the duration and purposes of the Contract.

10.5 Without prejudice to the generality of clause 10.2, Dutypoint shall, in relation to any Personal Data processed in connection with the performance by Dutypoint of its obligations under the Contract:

(a) process that Personal Data only on the documented written instructions of the Customer unless Dutypoint is required by Domestic Law to otherwise process that Personal Data;

(b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected;

(c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and

(d) not transfer any Personal Data outside of the UK unless the prior written consent of the Customer has been obtained.

(e) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject;

(f) notify the Customer without undue delay on becoming aware of a Personal Data Breach;

(g) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Contract unless required by Domestic Law to store the Personal Data; and

(h) maintain complete and accurate records and information to demonstrate its compliance with the Data Protection Legislation.

## 11. Confidentiality

11.1 Each party undertakes that it shall not at any time during the Contract, and for a period of two years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party except as permitted by clause 11.2.

11.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives, contractors or subcontractors or advisers who need to know such information for the

purposes of exercising the party's rights or carrying out its obligations under or in connection with the Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 11; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

11.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

## 12. Limitation of liability: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

12.1 The restrictions on liability in this clause 12 apply to every liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

12.2 Nothing in the Contract limits any liability which cannot legally be limited, including liability for:

(a) death or personal injury caused by negligence;

(b) fraud or fraudulent misrepresentation; and

(c) defective products under the Consumer Protection Act 1987.

12.3 Subject to clause 12.2, Dutypoint's total liability to the Customer shall not exceed the total sum paid by the Customer to Dutypoint pursuant to the Contract in respect of any Deliverables.

12.4 Subject to clause 12.2, The following types of loss are wholly excluded:

(i) loss of profits;

(ii) loss of sales or business;

(iii) loss of agreements or contracts;

(iv) loss of anticipated savings;

(v) loss of use or corruption of software, data or information;

(vi) loss of or damage to goodwill; and

(vii) indirect or consequential loss.

12.5 This clause 12 shall survive termination of the Contract.

## 13. Termination

13.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

(a) the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 30 days after receipt of notice in writing to do so;

(b) the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by Purchase Order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or

(c) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

(d) Without affecting any other right or remedy available to it, Dutypoint may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

13.2 Without affecting any other right or remedy available to it, Dutypoint may suspend the

supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and Dutypoint if the Customer fails to pay any amount due under the Contract on the due date for payment.

**Purchase Order:** the order for the purchase of Deliverables as set out in the Customer's purchase order, or the Customer's written acceptance of the Quotation, as the case may be.

notice is left at the proper address;

(b) if sent by first-class post or next working day delivery service, on the second business day after posting; or

(c) if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume.

**Quotation:** a written quotation provided to the Customer by Dutypoint in relation to the proposed supply of Deliverables.

**Services:** any engineering, Design, delivery, installation, commissioning, technical support and maintenance services to be supplied by Dutypoint to the Customer as set out in the Quotation. 17.5

**Terms:** these standard terms of business as amended from time to time in accordance with clause 17.10.

**Warranty Period:** if the Services include Dutypoint commissioning Goods which have been manufactured or assembled by Dutypoint from 01.01.24 onwards, 24 months from the date of despatch; otherwise, 12 months from the date of despatch. 17.6

#### Interpretation:

(a) A reference to a party includes its successors and permitted assigns.

(b) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision. 17.7

(c) Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms. 17.8

(d) A reference to **writing** or **written** includes email.

**Severance:** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision or part provision of the Contract is deemed deleted under this clause 17.5, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the commercial result of the original provision.

**Waiver:** No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

**No partnership or agency:** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

#### Entire agreement:

(a) The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

(b) Each party acknowledges that in entering into the Contract it does not rely on, and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in the Contract.

(c) Nothing in this clause shall limit or exclude any liability for fraud.

**Third party rights:** The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

**Variation:** Except as set out in these Terms, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties (or their authorised representatives).

**Governing law:** The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

**Jurisdiction:** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

## 14. Consequences of termination

14.1 On termination of the Contract:

(a) the Customer shall immediately pay to Dutypoint all of Dutypoint's outstanding unpaid invoices and interest and, in respect of Deliverables supplied but for which no invoice has been submitted, Dutypoint shall submit an invoice, which shall be payable by the Customer immediately on receipt;

(b) the Customer shall return any Goods which have not been fully paid for.

14.2 Termination of the Contract shall not affect any rights, remedies, obligations and liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination. 16.2

14.3 Any provision of the Contract that expressly or by implication is intended to have effect after termination shall continue in full force and effect.

## 15. Force majeure

Neither party shall be in breach of the Contract nor liable for delay in performing or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control (a **Force Majeure Event**). In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 3 months, the party not affected may terminate the Contract by giving 30 days' written notice to the affected party.

## 16. Definitions and interpretation

16.1 **Definitions:**

**Commencement Date:** has the meaning given in clause 2.4.

**Contract:** the contract between Dutypoint and the Customer for the supply of Deliverables in accordance with these Terms.

**Customer:** the person or firm who purchases the Deliverables from Dutypoint.

**Deliverables:** the Services and/or Goods, as applicable.

**Delivery Location:** Dutypoint's premises at Unit A, Quedgeley West Business Park, Quedgeley, Gloucester GL2 4PA, or such other location as may be agreed in writing with the Customer.

**Design:** any technical designs, plans and drawings prepared by Dutypoint for the Customer in connection with the sale of the Goods. 17.2

**Dutypoint:** Dutypoint Limited, registered in England and Wales with company number 09045694, whose registered address is Unit A, Quedgeley West Business Park, Quedgeley, Gloucester, United Kingdom, GL2 4PA.

**Force Majeure Event:** has the meaning given to it in clause 15.

**Goods:** the goods and products (or any part of them) set out in the Quotation.

**Goods Specification:** any specification for the Goods, including any relevant plans or drawings, that is agreed in writing by the Customer and Dutypoint.

**Intellectual Property Rights:** copyright, rights in designs, know-how, trade secrets, patents, rights to inventions, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, database rights, rights to use, and protect the confidentiality of, confidential information, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world. 17.4

## 17. General

17.1 **Anti-bribery:** For the purposes of this clause 17.1, the expressions 'adequate procedures' and 'associated with' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it. Each party shall comply with applicable bribery laws including the Bribery Act 2010, including having in place adequate procedures to prevent bribery and to ensure that such party's personnel, associates and subcontractors so comply. Neither party shall make or receive any bribe or other improper payment, or allow any such to be made or received on its behalf, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf. The Customer shall immediately notify Dutypoint as soon as it becomes aware of a breach by the Customer of any of the requirements in this clause 17.1. 17.9

17.2 **Anti-slavery:** Dutypoint shall comply with the Modern Slavery Act 2015. The Customer confirms and agrees that it shall comply with the Modern Slavery Act 2015, and that neither the Customer nor any of its officers, employees, agents or subcontractors has committed an offence under the Modern Slavery Act 2015 (an MSA Offence); or is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015. The Customer shall notify Dutypoint immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of the Customer's obligations under this clause 17.2. 17.11

17.3 **Assignment:** The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of Dutypoint.

17.4 **Notices:** Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case), or sent by email to the address specified in the Quotation. Any notice shall be deemed to have been received:

(a) if delivered by hand, at the time the