



**Unit D Ashville Trading Estate, The Runnings,
Cheltenham, Gloucestershire, GL51 9PQ**
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TERMS AND CONDITIONS

1 INTERPRETATION

1.1 In these Conditions, the following definitions apply:

- **Supplier:** Toorak Limited of Unit D, Ashville Trading Estate, The Runnings, Cheltenham, Gloucestershire GL51 9PQ (registered in England and Wales with company number 6375856).
- **Customer:** the person or firm who purchases the Goods or Services or Goods and Services from the Supplier.

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: the period from 8.00am to 4.00pm on any Business Day.

Commencement Date: when the Contract comes into existence pursuant to clause 2.3.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 9.5.

Contract: the contract between the Supplier and the Customer for the supply of Goods or Services or Goods and Services in accordance with these Conditions.

Deliverables: the deliverables set out in the Order produced by the Supplier for the Customer.

Delivery Location: means the location set out in the Order (or such other location as the parties may agree in writing) for delivery or collection of the Goods.

Goods: The goods (or any part of them) as set out in an Order (or in the alternative the relevant Supplier's quotation).

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

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and



the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), 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.

Order: the Customer's order for the supply of Goods or Services or Goods and Services, as set out in the Customer's purchase order form **OR** in the Customer's written acceptance of the Supplier's quotation **OR** in the Customer's purchase order form, the Customer's written acceptance of the Supplier's quotation, as the case may be.

Service Specification: the description or specification for the Services, including any related plans, drawings, or information, that is agreed in writing by the Customer and the Supplier.

Services: the services, including the Deliverables, supplied by the Supplier to the Customer as set out in the Service Specification.

Supplier Materials: has the meaning in clause 8.1.

2 BASIS OF CONTRACT

- 2.1** These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. All of these Conditions shall apply to the supply of both Goods and Services as applicable, unless otherwise specified in the Order.
- 2.2** The Order constitutes an offer by the Customer to purchase the Goods or Services or Goods and Services in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order and any applicable Specification (if submitted by the Customer) are complete and accurate.
- 2.3** The Supplier will issue a written confirmation of the Order if requested specifically by the Customer. Notwithstanding, a Contract shall come into existence on receipt of the Order by the Supplier and these Conditions will be binding upon both parties.
- 2.4** The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract and waives any right it might otherwise have to rely on any term endorsed upon or delivered with the Contract or contained in any documents of the Customer that is inconsistent with this Contract.



2.5 Any samples, photographs, drawings, descriptive matter, or advertising issued by the Supplier and any descriptions or illustrations of the Goods or Services contained in the Supplier's catalogues, brochures, website or other marketing materials or media are issued or published for the sole purpose of giving an approximate idea of the Goods and Services described in them. They shall not form part of the Contract nor have any contractual force.

2.6 A quotation for the Goods and/or Services given by the Supplier shall not constitute an offer and shall only be valid for a period of 30 Business Days from its date of issue.

3 GOODS

3.1 The Goods are described in the Goods Specification, or as per the Supplier's website/catalogue as modified by any applicable Goods Specification.

3.2 To the extent that the Goods are to be manufactured in accordance with a Goods Specification supplied by the Customer, the Customer shall indemnify the Supplier against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Supplier arising out of or in connection with any claim made against the Supplier for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the Supplier's use of the Goods Specification. This clause 3.2 shall survive termination of the Contract.

3.3 The Supplier reserves the right to amend the Goods Specification if required by any applicable statutory or regulatory requirement, and the Supplier shall notify the Customer in any such event.

4 DELIVERY OF GOODS

4.1 The Supplier shall ensure that each delivery of the Goods is accompanied by a delivery note which shows all relevant Customer and Supplier reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage or maintenance instructions (if any), refers to any Deliverables, and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered.

4.2 The Supplier and Customer shall specify in the Order whether the Goods are to be delivered to or collected from the Delivery Location. Where delivery applies, the Supplier shall deliver the Goods to the Delivery Location at any time after the Supplier notifies the Customer that the Goods are ready. Where collection applies, the Customer shall collect the Goods from the Delivery Location within three (3) Business Days after the Supplier notifies the Customer that the Goods are ready.



- 4.3** Delivery of the Goods is completed on the completion of physical unloading or loading of the Goods (or part thereof) at the Delivery Location, and shall be accompanied by the relevant handover paperwork in accordance with clause 4.1.
- 4.4** If the Customer fails to take or accept delivery of the Goods within three (3) Business Days of the Supplier notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or by the Supplier's failure to comply with its obligations under the Contract in respect of the Goods:
- (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third (3) Business Day after the day on which the Supplier notified the Customer that the Goods were ready; and
 - (b) the Supplier shall store the Goods until actual delivery takes place, and charge the Customer for all related costs and expenses (including insurance).
- 4.5** The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods. If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods.
- 4.6** Any dates quoted for Goods delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable in damages or otherwise for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.7** The Supplier 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** The Supplier warrants that on delivery the Goods shall:
- (a) conform in all material respects with their description and any applicable Specification; and
 - (b) be of satisfactory quality and free from material defects in design, material and workmanship.



5.2 Subject to clause 5.1, if:

- (a) the Customer gives notice in writing to the Supplier within a reasonable time of discovery (not longer than six (6) months after delivery pursuant to Clause 4.3 or 4.4) that some or all of the Goods do not comply with the warranty set out in clause 5.1; and
- (b) the Supplier is given a reasonable opportunity of examining such Goods;

the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

5.3 The Supplier shall not be liable for the Goods' failure in any of the following events:

- (a) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use or maintenance of the Goods or (if there are none) good trade practice regarding the same;
- (b) the defect arises as a result of the Supplier following any drawing, design or specification supplied by the Customer or making modifications under clause 3.3;
- (c) the defect arises as a result of fair wear and tear, wilful damage, negligence, vandalism or abnormal storage or working conditions; or
- (d) the Goods differ from the Goods Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

5.4 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

5.6 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

6 TITLE AND RISK

6.1 The risk in the Goods shall pass to the Customer on completion of delivery pursuant to clauses 4.3 and 4.4.

6.2 Title to the Goods shall not pass to the Customer until the Supplier receives payment in full (in cash or cleared funds) for the Goods in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums.



- 6.3** Until title to the Goods has passed to the Customer, the Customer shall maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery.

7 SUPPLY OF SERVICES

- 7.1** The Supplier shall supply the Services to the Customer in accordance with the Service Specification in all material respects.
- 7.2** The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified in the Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 7.3** The Supplier reserves the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.
- 7.4** The Supplier warrants to the Customer that the Services will be provided using reasonable care and skill.

8 CUSTOMER'S OBLIGATIONS

- 8.1** The Customer shall:
- (a) ensure that the terms of the Order and any information it provides in both the Service Specification and the Goods Specification are complete and accurate;
 - (b) co-operate with the Supplier in all matters relating to the Services;
 - (c) provide the Supplier, its employees, agents, consultants and subcontractors, with access to the Customer's premises, office accommodation and other facilities as reasonably required by the Supplier to provide the Services (and adequately prepare such venues for the provision of the Services);
 - (d) 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;
 - (e) obtain and maintain all necessary licences, permissions and consents which may be required for the Services before the date on which the Services are to start, and comply with all applicable laws, including health and safety laws;
 - (f) keep all materials, equipment, documents and other property of the Supplier at the venues referred to in clause 8.1(c) (**'Supplier Materials'**) in safe custody at its own



risk, maintain the Supplier Materials in good condition until returned to the Supplier, and not dispose of or use the Supplier Materials other than in accordance with the Supplier's written instructions or authorisation; and

- (g) comply with any additional obligations as set out in the Service Specification and/or the Goods Specification or both.

8.2 If the Supplier'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, the Supplier shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent the Customer Default prevents or delays the Supplier's performance of any of its obligations;
- (b) the Supplier shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from the Supplier's failure or delay to perform any of its obligations as set out in this clause 8.2; and
- (c) the Customer shall reimburse the Supplier on written demand for any costs or losses sustained or incurred by the Supplier arising directly or indirectly from the Customer Default.

9 PRICE AND PAYMENT

9.1 The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in the Supplier's published price list as at the date of delivery.

9.2 Unless otherwise specified in the Order, The charges for Services shall be calculated on a time and materials basis:

- (a) the charges shall be calculated in accordance with the Supplier's daily fee rates, as set out in the Order, or if not specified, its current price list at the date of the Contract;
- (b) the Supplier's daily fee rates for each individual person are calculated on the basis of an eight-hour day from 8.00 am to 5.00 pm worked on Business Days;
- (c) the Supplier shall be entitled to charge an overtime rate of 150% of the daily fee rate on a pro rata basis for each part day or for any time worked by individuals whom it engages on the Services outside the hours referred to in clause 9.2(b); and



- (d) the Supplier shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom the Supplier engages in connection with the Services including travelling expenses, hotel costs, subsistence and any associated expenses, and for the cost of services provided by third parties and required by the Supplier for the performance of the Services, and for the cost of any materials.
- 9.3** The Supplier may, by giving notice to the Customer at any time up to 30 Business Days before delivery increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:
- (a) any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
 - (b) request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods Specification; or
 - (c) any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give the Supplier adequate or accurate information or instructions in respect of the Goods.
- 9.4** The price of the Goods is exclusive of value added tax (VAT) at the prevailing rate, the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.
- 9.5** The Supplier may invoice the Customer for the Goods and/or Services on or at any time after the completion of Goods delivery and/or completion of the Services (or any parts thereof) as applicable. Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
- 9.6** The Customer shall pay the invoice in full and in cleared funds within 30 days of the date of the invoice if the chosen payment method is BACS transfer. Payment shall be made to the bank account nominated in writing by the Supplier. Time for payment is of the essence.
- 9.7** In the event that the chosen payment method is by cheque then the cheque will be presented within 5 Business Days of the date of the invoice.
- 9.8** If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment (due date), then the Customer shall pay interest on the overdue amount at the rate of 10% per annum. Such interest shall accrue on a daily basis from the



due date until the date of actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

9.9 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

9.10 Until the Customer has paid in full for the Goods comprised in the Contract, those Goods shall remain the property of the Supplier, although the risk in those Goods shall pass to the Customer upon delivery.

10 INTELLECTUAL PROPERTY RIGHTS

10.1 All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Supplier.

10.2 The Supplier grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free and irrevocable licence to copy and modify the Deliverables (excluding materials provided by the Customer) for the purpose of receiving and using the Services and the Deliverables in its business and the purpose for which they were prepared.

10.3 The Customer shall not sub-license, assign or otherwise transfer the rights granted by clause 10.2.

10.4 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy and modify any materials provided by the Customer to the Supplier for the term of the Contract for the purpose of providing the Services to the Customer.

11 CUSTOMER'S INSOLVENCY OR INCAPACITY

11.1 If the Customer becomes subject to any of the events listed in clause 11.2, or the Supplier reasonably believes that the Customer is about to become subject to any of them and notifies the Customer accordingly, then, without limiting any other right or remedy available to the Supplier, the Supplier may cancel or suspend all further deliveries under the Contract or under any other contract between the Customer and the Supplier without incurring any liability to the Customer, and all outstanding sums in respect of Goods delivered to the Customer shall become immediately due.



11.2 For the purposes of clause 11.1, the relevant events are:

- (a) the Customer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;
- (b) the Customer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Customer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
- (c) (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer, other than for the sole purpose of a scheme for a solvent amalgamation of the Customer with one or more other companies or the solvent reconstruction of the Customer;
- (d) (being an individual) the Customer is the subject of a bankruptcy petition or order;
- (e) a creditor or encumbrancer of the Customer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;
- (f) (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Customer;
- (g) (being a company) a floating charge holder over the Customer's assets has become entitled to appoint or has appointed an administrative receiver;
- (h) a person becomes entitled to appoint a receiver over the Customer's assets or a receiver is appointed over the Customer's assets;
- (i) any event occurs, or proceeding is taken, with respect to the Customer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.2(a) to clause -(h) (inclusive);



- (j) the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or substantially the whole of its business;
- (k) the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; and
- (l) (being an individual) the Customer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

12 INSURANCE AND LIMITATION OF LIABILITY

12.1 Unless otherwise specified in the Order, the Supplier has obtained professional indemnity insurance cover in respect of its own legal liability for any one occurrence or series of occurrences arising out of any one event in the amount of £1 million and public liability insurance cover in the amount of £5 million. The limits and exclusions in this clause reflect the insurance cover the Supplier has been able to arrange and the Customer is responsible for making its own arrangements for the insurance of any excess liability.

12.2 References to liability in this clause 12 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.

12.3 Neither party may benefit from the limitations or exclusions set out in this clause in respect of any liability arising from its deliberate fault.

12.4 Nothing in the Contract shall limit or exclude any liability which cannot legally be limited, including liability for:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and
- (d) defective products under the Consumer Protection Act 1987.

12.5 Subject to clause 12.4:

- (a) the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract;



- (b) In the event that the Customer requires the Supplier to train its employees servants or agents in the application of the product supplied, the Customer will provide its employees servants or agents with protective clothing as recommended by Health & Safety.

12.6 Subject to clauses 12.3 to 12.5, unless otherwise specified in the Order the Supplier's total liability to the Customer in respect of all breaches of duty occurring pursuant to this Contract shall not exceed £2.5 million.

12.7 The Supplier has given commitments as to compliance of the Goods and Services with relevant specifications in clauses 5 and 7. In view of these commitments, the time for performance of such obligations shall be extended accordingly. Terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.

12.8 This clause 12 shall survive termination of the Contract.

13 FORCE MAJEURE

Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly.

14 TERMINATION

14.1 If a period of **suspension**, delay or non-performance continues for 6 months, the party not affected may terminate the Contract by giving 14 days' written notice to the affected party.

14.2 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

15 GENERAL

15.1 Assignment and subcontracting.

- (a) The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- (b) The Customer may not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Supplier.

15.2 Severance.



- (a) If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- (b) If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

15.3 Waiver. A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. 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 preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

15.4 Third party rights. A person who is not a party to the Contract shall not have any rights under or in connection with it.

15.5 Variation. Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Supplier.

15.6 Governing law and jurisdiction. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

15.7 Notices. Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

- (a) 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
- (b) sent by email to the following addresses (or an address substituted in writing by the party to be served):

Supplier: richard@toorakpackaging.co.uk

Customer: such email address (if any) as is set out on the Order.

Any notice shall be deemed to have been received:



- (i) if delivered by hand, at the time the notice is left at the proper address;
- (ii) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
- (iii) 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.

This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.