



## RYAN'S QUALITY MEATS TERMS AND CONDITIONS

Welcome to Ryan's Quality Meats!

In these terms, we also refer to Ryan's Quality Meats (our full name being R&O Nominees Pty Ltd ATF Ryan's Quality Meats Trust trading as Ryan's Quality Meats ABN 63 307 056 047) as "**we**", "**us**", or "**our**".

And you are you!

### What are these terms about?

These terms apply when you use this website, being <https://ryansqualitymeats.com.au> and any other websites we operate with the same domain name and a different extension ("**Website**").

These terms also apply when you purchase products through this Website ("**Products**").

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### How do I read these terms?

We separated these terms into three parts, so they are easy to read and understand.

Those parts are:

- Part A: Terms for when you buy Products (applies when you buy)
- Part B: Terms for when you browse and interact with this Website (applies when you browse)
- Part C: Liability and warranties, and interpretation provisions (applies to both buying and browsing)

Please let us know if you have any questions about these terms, and don't continue using this Website or purchase any Products unless you have read and agree to these terms.

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### I've returned to your Website, do I need to read these terms again?

Once you place an Order, the terms accepted at the point of sale will apply to your purchase of those Products. However, please note that we may change any part of these terms at any time by updating this page of the Website, so you may find that different terms apply next time you use this Website or purchase Products. You can check the date at the top of this page to see when we last updated these terms.

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## Part A For When You Buy Products

### 1 SUBMITTING AN ORDER

- (a) By submitting an order for purchase of a Product using the Website's functionality (**Order**) you represent and warrant that:
  - (i) you have the legal capacity and are of sufficient age to enter into a binding contract with us; and
  - (ii) you are authorised to use the debit or credit card you provide with your Order.
- (b) Submitting an Order constitutes your intention and offer to enter into Part A of these terms (including Part C which you agreed to by using this Website) where we will provide you with the Products you have ordered in exchange for your payment of the total amount listed upon checkout.
- (c) Part A of these terms is not agreed between you and us until we have approved your payment and you receive an email from us confirming that your order is being processed.

### 2 ACCOUNTS

- (a) You may submit an Order as a guest, or you may submit an Order with an account. You may register for and receive an account through the Website (**Account**).
- (b) As part of the Account registration process and as part of your continued use of the Website, you may be required to provide personal information and details, such as your email address, first and last name, preferred username, a secure password, billing, postal and physical addresses, mobile phone number, bank account information, and other information as determined by us from time to time.
- (c) You agree that you are solely responsible for:
  - (i) maintaining the confidentiality and security of your Account information and your password; and
  - (ii) any activities and those of any third parties that occur through your Account, whether those activities have been authorised by you or not.
- (d) You warrant that any information you give to us in the course of completing the Account registration process will always be accurate, honest, correct and up-to-date.
- (e) Once you complete the Account registration process, we may, in our absolute discretion, choose to accept you as a registered user within the Website and provide you with an Account.
- (f) We may, in our absolute discretion, suspend or cancel your Account for any reason, including for any failure to comply with these terms.

### 3 PRODUCTS

- (a) We will endeavour to ensure that the Products provided will be substantially the same as the Products displayed on our Website, or as otherwise agreed with you in writing prior to you placing your Order. Please note that due to screen display, colour and brightness, and image quality, Products may not exactly match the image on our Website.
- (b) Until the price of your Products is paid in full, title in those Products is retained by Ryan's Quality Meats. Risk in the Products will pass to you on delivery (in accordance with clause 7) or collection (in accordance with 8). Delivery or collection must not be refused by you.

### 4 SPECIAL ORDERS

- (a) You acknowledge and agree that the price on certain Orders (**Special Orders**) depends on the total finished weight of Products in the Special Order, and we may not be able to calculate the final price payable on Special Orders (**Final Price**) until they have been processed, prepared and are ready for delivery or collection.

- (b) For Special Orders, we may:
  - (i) provide you with an estimated price at the time that you place your Special Order (**Estimated Price**) and confirm the Final Price when your Order is ready for delivery or collection (**Final Price**); and
  - (ii) require you to pay a deposit at the time that you place your Order.
- (c) Once your Special Order is processed, prepared and ready for delivery or collection, we will confirm the Final Price of, and the outstanding balance on, your Special Order and automatically charge you the outstanding balance on the Order from your original method of payment, subject to clause 4(d).
- (d) If the difference between the Final Price and the Estimated Price is greater than 20%:
  - (i) we will contact you to confirm that you wish to proceed with your Special Order, which you must confirm within 24/48 hours of us contacting you;
  - (ii) on receiving such confirmation from you, we will automatically charge you the outstanding balance on the Order from your original method of payment
- (e) If you fail to provide us with the required confirmation within 24/48 hours in accordance with clause 4(d), then unless you have made arrangements with us for late collection, we may cancel your Special Order and we may:
  - (i) re-sell the Product;
  - (ii) require you to pay a re-stocking fee; and/or
  - (iii) retain any deposit paid.
- (f) You acknowledge and agree that the timeframe and other requirements provided in this clause 4 are reasonable due to the perishable nature of the Goods.

## 5 CUSTOMER OBLIGATIONS

- (a) You must ensure that the Products are:
  - (i) cooked well before consumption; and
  - (ii) stored in a refrigerator when not in use;
- (b) You must ensure that the Products are:
  - (i) used in accordance with Ryan's Quality Meat's instructions; and
  - (ii) used in accordance with any information from Ryan's Quality Meats.

## 6 PAYMENT

- (a) All prices are:
  - (i) per unit, except for Special Orders which are based on the total finished weight of the Product;
  - (ii) in Australian Dollars; and
  - (iii) subject to change prior to you completing an Order without notice.
- (b) (**Payment obligations**) Unless otherwise agreed in writing, you must pay for all Products at the time of placing an Order.
- (c) (**GST**) Unless otherwise indicated, amounts stated on the Website do not include GST. In relation to any GST payable for a taxable supply by Ryan's Quality Meats, you must pay the GST subject to Ryan's Quality Meats providing a tax invoice.
- (d) (**Card surcharges**) Ryan's Quality Meats reserves the right to charge credit card surcharges in the event that payments are made using a credit, debit or charge card (including Visa, MasterCard or American Express).
- (e) (**Online payment partner**) We may use third-party payment providers (**Payment Providers**) to collect payments for Products, such as Stripe. The processing of payments by the Payment Provider will be, in addition to these terms, subject to the terms, conditions and privacy policies of the Payment Provider and we are not liable for the

security or performance of the Payment Provider. We reserve the right to correct, or to instruct our Payment Provider to correct, any errors or mistakes in collecting your payment. Stripe's terms and conditions can be accessed [here](#).

- (f) **(Pricing errors)** In the event that we discover an error or inaccuracy in the price at which your order was purchased (including shipping prices), we will attempt to contact you and inform you of this as soon as possible. You will then have the option of purchasing your order at the correct price, or cancelling your order. If you choose to cancel your order and payment has already been debited, the full amount will be credited back to your original method of payment.

## 7 DELIVERY AND SHIPPING

- (a) **(Eligible Postcodes)** We may only deliver your Order to eligible postcodes set out on the Website. If you nominate a delivery address that does not fall within the boundaries of the eligible postcodes on our Website, we are not obligated to deliver your Order and we will refund you any payment made in respect of that Order.
- (b) **(Free Delivery)** We may, at our discretion, offer free delivery to Eligible Postcodes on carts above a certain amount. The terms and conditions for free delivery will be set out on the Website.
- (c) **(Delivery Costs)** Delivery costs will be added to the cart upon checkout. The prices displayed at checkout are inclusive of delivery to the address chosen by you.
- (d) **(Delivery Details)** Ryan's Quality Meats may charge you for delivery at any time (notwithstanding that it may not have previously done so). Where prices are stated as inclusive of delivery:
  - (i) delivery is to the delivery point specifically accepted by Ryan's Quality Meats; and
  - (ii) we will deliver the Products to you in accordance with the shipping information displayed on our Website.
- (e) **(Delivery Issues)** Third party courier terms apply to the delivery of the Products to you. Any problems with delivery should be directed to us to troubleshoot the issue. We will endeavour to assist you to ensure your delivery arrives. All delivery times provided to you are estimates only and are subject to postal delays and reasons beyond our control. We do not warrant or make any representation that your order will be delivered within the times indicated. We will not be liable for any loss or damage suffered as a result of or in connection with late deliveries.

## 8 CLICK AND COLLECT

- (a) We may allow you to select "Click and Collect" as an option on checkout and select a designated location from which you will collect the Products (**Collection Address**).
- (b) If you select "Click and Collect", you agree to collect the Products from the Collection Address within 24/48 hours of us informing you that the Products are ready for collection.
- (c) If you fail to collect the Products within this time, then unless you have made arrangements with us for late collection, we may cancel your Order and we may:
  - (i) re-sell the Product;
  - (ii) require you to pay a re-stocking fee; and/or
  - (iii) if the Order is a Special Order, retain any deposit paid.
- (d) You acknowledge and agree that the timeframe and other requirements provided in this clause 8 are reasonable due to the perishable nature of the Goods.
- (e) We may require you to verify your identity upon collection.
- (f) Collection is only available during business operation hours and not on public holidays in Western Australia.

## 9 CHANGES TO YOUR ORDER

### 9.1 CANCELLATION BY US

We reserve the right to cancel your order for any reason, and will notify you of this as soon as possible. Where payment has already been debited, the full amount will be credited back to your original method of payment.

### 9.2 CANCELLATION BY YOU

- (a) You may cancel your Order up to the time that we confirm your Order in writing to you. Once we confirm your Order, your Order is binding and cannot be changed by you. However, our refunds and exchanges process in clause 10 may apply.
- (b) If you require the delivery details on an Order to be changed, please contact us using the contact details on our Website and we will use reasonable endeavours to accommodate your request. Once your Order moves into the processing stage, we cannot make any change to your order. We do not guarantee that any change will be made, and you agree that you are responsible for ensuring the accuracy of your Order.

## 10 RETURNS AND EXCHANGES

### 10.1 CHANGE OF MIND

We do not offer change of mind refunds or returns.

### 10.2 DEFECTIVE PRODUCTS

We will offer you a refund where we determine that your Product is defective. The following process applies to any Product you believe to be defective:

- (a) If you believe your Product is defective, you must contact us [info@ryansqualitymeats.com.au](mailto:info@ryansqualitymeats.com.au) with a full description of the fault (including images and/or videos).
- (b) If we determine that your Product may be defective, we will request that you send the Product back to us at your cost for further inspection, including any proof of purchase, packaging and any other documentation or information reasonably required by Ryan's Quality Meats. We reserve the right to further inspection before deeming a Product defective.
- (c) If we determine in our reasonable opinion that the Product is not defective, or is defective due to it exceeding its use-by date, fair wear and tear, misuse, failure to properly maintain or store the Product, failure to use in accordance with our or the manufacturer's instructions, or failure to take reasonable care, we will refuse your return and send the Product back to you at your cost.
- (d) If we determine that the Product is defective, you will be credited the full amount paid, including any deposit and shipping costs (if applicable) and you may request a refund, exchange or store credit. All refunds will be credited back to your original method of payment unless you request otherwise and we approve this request.
- (e) You acknowledge and agree that our Products are vacuum packed and, as a result, certain meats may omit an odour and/or show some discolouration. It is important to note these variables when receiving and using your Products. If you are unsure about how to maintain your Product or whether it is in good condition, please contact us at [info@ryansqualitymeats.com.au](mailto:info@ryansqualitymeats.com.au).
- (f) If you fail to comply with the provisions of this clause 10.2(a) in respect of a defective Product, we may, in our absolute discretion, issue only a partial refund or no refund in respect of the defective Product.

### 10.3 OTHER RETURNS

- (a) We will provide a full refund of the price paid for a Product if we determine that:
  - (i) a Product you have ordered was not received by you solely due to failure by us;

- (ii) a Product provided to you was not substantially the same as the Product you ordered as displayed on our Website (subject to reasonable variation as a result of screen display, colour and brightness, and image quality); or
  - (iii) a Product is defective, in accordance with clause 10.2.
- (b) If you comply with the provisions of clause 10.3, the full amount refund of the Fees paid for a Product (including shipping costs) will be credited back to your original method of payment unless you request otherwise and we approve this request.

## 11 VOUCHERS AND DISCOUNT CODES

- (a) We may provide promotional materials and discount codes offering a discount on the Products (**Voucher**). To use a Voucher, you will need to enter its code at checkout.
- (b) A Voucher cannot be applied retrospectively to an Order. Vouchers are non- transferrable and cannot be redeemed for cash or store credit.
- (c) If any additional terms or conditions apply to the Voucher, these will be set out on the Voucher.

## 12 PUBLISHING MEDIA ONLINE AND ON SOCIAL MEDIA

You may publish images or videos of the Products online or on social media (or both). If you publish images or videos of the Photos, we ask that you provide accreditation to “Ryan’s Quality Meats” by watermark, reference, tagging or hashtag. We reserve the right to require you to remove any images or videos that include the Products or despite this clause 11, remove any accreditation to us.

## 13 REVIEWS

- (a) We may allow you to provide feedback to us regarding our Products and our service (**Review**), including by submitting a photo with the Review (**Photo**), on the Website.
- (b) You agree:
  - (i) to ensure that any Review is a true and fair reflection of your opinion regarding a Product;
  - (ii) to provide true, fair and accurate information in your Review; and
  - (iii) that you will not submit a Photo that may be deemed rude, offensive, unlawful and otherwise inappropriate, and you acknowledge that you have obtained the consent of any party in a Photo to submit the Photo to us.
- (c) You acknowledge that we may copy, publish, distribute, translate and otherwise use any Review (including any Photo) on the Website and any of our social media platforms.
- (d) We reserve the right to remove or delete any Review (including any Photo), in our sole discretion, that such Review is inappropriate.

## 14 THIRD PARTY SUPPLIERS

- (a) We may do any of the following:
  - (i) outsource any part of performing any services related to providing the Products, including delivery of your Products; or
  - (ii) procure materials and Products from third party suppliers,without further notice to or permission from you.
- (b) To the maximum extent permitted under applicable law, we will not be liable for any acts or omissions of those third parties, including where such third parties cause delay or damage to any part of your Order, or are negligent in providing services or goods.

## Part B For When You Browse This Website

### 15 ACCESS AND USE OF THE WEBSITE

You must only use the Website in accordance with these terms and any applicable laws, and must ensure that your employees, sub-contractors and any other agents who use or access the Website comply with these terms and any applicable laws.

### 16 YOUR OBLIGATIONS

You must not:

- (a) copy, mirror, reproduce, translate, adapt, vary, modify, sell, decipher or decompile any part or aspect of the Website without the express consent of Ryan's Quality Meats;
- (b) use the Website for any purpose other than the purposes of browsing, selecting or purchasing Products;
- (c) use, or attempt to use, the Website in a manner that is illegal or fraudulent or facilitates illegal or fraudulent activity;
- (d) use, or attempt to use, the Website in a manner that may interfere with, disrupt or create undue burden on the Website or the servers or networks that host the Website;
- (e) use the Website with the assistance of any automated scripting tool or software;
- (f) act in a way that may diminish or adversely impact the reputation of Ryan's Quality Meats, including by linking to the Website on any other website; and
- (g) attempt to breach the security of the Website, or otherwise interfere with the normal functions of the Website, including by:
  - (i) gaining unauthorised access to Website accounts or data;
  - (ii) scanning, probing or testing the Website for security vulnerabilities;
  - (iii) overloading, flooding, mailbombing, crashing or submitting a virus to the Website; or
  - (iv) instigate or participate in a denial-of-service attack against the Website.

### 17 INFORMATION ON THE WEBSITE

#### 17.1 GENERAL

- (a) While we make every effort to ensure that the information on the Website is as up-to-date and accurate as possible, you acknowledge and agree that we do not (to the maximum extent permitted by law) guarantee that:
  - (i) the Website will be free from errors or defects (or both, as the case may be);
  - (ii) the Website will be accessible at all times;
  - (iii) messages sent through the Website will be delivered promptly, or delivered at all;
  - (iv) information you receive or supply through the Website will be secure or confidential; and
  - (v) any information provided through the Website is accurate or true.
- (b) We reserve the right to change any information or functionality on the Website by updating the Website at any time without notice, including product descriptions, prices and other Website Content.
- (c) You acknowledge and agree that any information on the Website (including our blog posts, articles and recipes) is provided to you as general information only. The information is not adapted to your specific circumstances and it may not meet your specific needs.

## 17.2 ARTICLES, BLOG POSTS AND RECIPES

- (a) The Website may contain published articles, blog posts and recipes which contain, among other things, information relating to cooking and how to use any of our Products.
- (b) **(Risk of injury)** Participation in any cooking activities contained within our articles, blog posts and recipes may result in injury if you are not careful in the kitchen. We will not be responsible or liable for any injuries that occur as a result of any cooking activities contained within our articles, blog posts or recipes.
- (c) **(Results not guaranteed)** We cannot guarantee that information within our articles, blog posts or recipes will enable you to achieve any particular outcomes or results, and you accept and understand that results differ for each individual.

## 18 THIRD PARTY TERMS AND CONDITIONS

- (a) The Customer acknowledges and agrees that third party terms & conditions (**Third Party Terms**) may apply.
- (b) The Customer agrees to any Third Party Terms applicable to any third party goods and services, and Ryan's Quality Meats will not be liable for any loss or damage suffered by the Customer in connection with such Third Party Terms.

## 19 LINKS TO OTHER WEBSITES

- (a) The Website may contain links to other websites that are not our responsibility. We have no control over the content of any linked websites, and we are not responsible for that content.
- (b) Inclusion of any linked website on the Website does not imply our approval or endorsement of the linked website.

## 20 THIRD PARTY PLATFORM - SHOPIFY

- (a) This Website is powered by a third party platform, Shopify. The Shopify's terms and conditions apply to your use of this Website to the extent applicable to you. Shopify's terms and conditions can be accessed [here](#).
- (b) To the maximum extent permitted under applicable law and our agreement with Shopify, we will not be liable for any acts or omissions of Shopify, including in connection with any fault or error of the Website or any issues experienced in placing Orders

## 21 SECURITY

Ryan's Quality Meats does not accept responsibility for loss or damage to computer systems, mobile phones or other electronic devices arising in connection with use of the Website. You should take your own precautions to ensure that the process that you employ for accessing the Website does not expose you to risk of viruses, malicious computer code or other forms of interference.

## 22 REPORTING MISUSE

If you become aware of misuse of the Website by any person, any errors in the material on the Website or any difficulty in accessing or using the Website, please contact us at [info@ryansqualitymeats.com.au](mailto:info@ryansqualitymeats.com.au) or using the form provided on our Website.



## Part C Liability And Other Legal Terms

### 23 INTELLECTUAL PROPERTY

- (a) We retain ownership of the Website and all materials on the Website (including text, graphics, logos, design, icons, images, sound and video recordings, blog posts, podcasts, articles, recipes, pricing, downloads and software) (**Website Content**) and reserves all rights in any intellectual property rights owned or licensed by it not expressly granted to you.
- (b) You may make a temporary electronic copy of all or part of the Website for the sole purpose of viewing it, and you may share any of the content on our Website for personal viewing purposes. You must not otherwise reproduce, transmit, adapt, distribute, sell, modify or publish the Website or any Website Content without our prior written consent or as permitted by law.
- (c) We retain all intellectual property rights in the name “Ryan’s Quality Meats” and the design of the Products, including the labelling and packing (collectively, **Our IP**), or those rights are owned by a third party. You must not attempt to copy, reproduce, manufacture or otherwise commercialise the products.
- (d) In this clause, “**intellectual property rights**” means all copyright, trade mark, design, patent, semiconductor and circuit layout rights, trade, business, company and domain names, confidential and other proprietary rights, and any other rights to registration of such rights whether created before or after the date of these terms both in Australia and throughout the world.

### 24 LIABILITY

- (a) To the maximum extent permitted by applicable law, we completely exclude any liability or where liability cannot be excluded, we limit our aggregate liability to \$100 to any person for loss or damage of any kind, however arising whether in contract, tort (including negligence), statute, equity, indemnity or otherwise, arising from or relating in any way to this Website, these terms or any goods (including the Products) or services provided by us.
- (b) Claims for loss of or damage to Products in transit must be made against the carrier.
- (c) Products sold by Ryan’s Quality Meats, will have only the benefit of any warranty given, and insurance held, by the manufacturer.
- (d) All other express or implied representations and warranties in relation to Products and the associated services performed by Ryan’s Quality Meats are, to the maximum extent permitted by applicable law, excluded.
- (e) Nothing in this agreement is intended to limit the operation of the Australian Consumer Law contained in the *Competition and Consumer Act 2010* (Cth) (**ACL**). Under the ACL, you may be entitled to certain remedies (like a refund, replacement or repair) if there is a failure with the goods or services we provide.
- (f) (**Indemnity**) You indemnify Ryan’s Quality Meats and its employees and agents in respect of all liability for loss, damage or injury which is or may be suffered by any person arising from your or your representatives’:
  - (i) breach of any of these terms;
  - (ii) use of the Website; or
  - (iii) use of any goods or services provided by Ryan’s Quality Meats.
- (g) (**Consequential loss**) To the maximum extent permitted by law, under no circumstances will Ryan’s Quality Meats be liable for any incidental, special or consequential loss or damages, or damages for loss of data, business or business opportunity, goodwill, anticipated savings, profits or revenue arising under or in connection with this Website, these terms or any Products or services provided by Ryan’s Quality Meats (except to the extent this liability cannot be excluded under the *Competition and Consumer Act 2010* (Cth)).

## 25 GENERAL

### 25.1 GOVERNING LAW AND JURISDICTION

This agreement is governed by the law applying in Western Australia, Australia. Each party irrevocably submits to the exclusive jurisdiction of the courts of Western Australia, Australia and courts of appeal from them in respect of any proceedings arising out of or in connection with these terms. Each party irrevocably waives any objection to the venue of any legal process on the basis that the process has been brought in an inconvenient forum.

### 25.2 WAIVER

No party to these terms may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

### 25.3 SEVERANCE

Any term of these terms which is wholly or partially void or unenforceable is severed to the extent that it is void or unenforceable. The validity and enforceability of the remainder of these terms is not limited or otherwise affected.

### 25.4 JOINT AND SEVERAL LIABILITY

An obligation or a liability assumed by, or a right conferred on, two or more persons binds or benefits them jointly and severally.

### 25.5 ASSIGNMENT

A party cannot assign, novate or otherwise transfer any of its rights or obligations under these terms without the prior written consent of the other party.

### 25.6 COSTS

Except as otherwise provided in these terms, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing these terms.

### 25.7 ENTIRE AGREEMENT

This agreement embodies the entire agreement between the parties and supersedes any prior negotiation, conduct, arrangement, understanding or agreement, express or implied, in relation to the subject matter of these terms.

### 25.8 INTERPRETATION

- (a) **(singular and plural)** words in the singular includes the plural (and vice versa);
- (b) **(currency)** a reference to \$, or "dollar", is to Australian currency;
- (c) **(gender)** words indicating a gender includes the corresponding words of any other gender;
- (d) **(defined terms)** if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (e) **(person)** a reference to "person" or "you" includes an individual, the estate of an individual, a corporation, an authority, an association, consortium or joint venture (whether incorporated or unincorporated), a partnership, a trust and any other entity;
- (f) **(party)** a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (g) **(these terms)** a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure is a reference to a party, clause, paragraph, schedule, exhibit, attachment or annexure to or of these terms, and a reference to these terms includes all schedules, exhibits, attachments and annexures to it;
- (h) **(document)** a reference to a document (including these terms) is to that document as varied, novated, ratified or replaced from time to time;

- (i) **(headings)** headings and words in bold type are for convenience only and do not affect interpretation;
- (j) **(includes)** the word “includes” and similar words in any form is not a word of limitation; and
- (k) **(adverse interpretation)** no provision of these terms will be interpreted adversely to a party because that party was responsible for the preparation of these terms or that provision.

## 26 NOTICES

- (a) A notice or other communication to a party under this agreement must be:
  - (i) in writing and in English; and
  - (ii) delivered via email to the other party, to the email address specified in this agreement, or if no email address is specified in this agreement, then the email address most regularly used by the parties to correspond regarding the subject matter of this agreement as at the date of this agreement (**Email Address**). The parties may update their Email Address by notice to the other party.
- (b) Unless the party sending the notice knows or reasonably ought to suspect that an email was not delivered to the other party’s Email Address, notice will be taken to be given:
  - (i) 24 hours after the email was sent, unless that falls on a Saturday, Sunday or a public holiday in the state or territory whose laws govern this agreement, in which case the notice will be taken to be given on the next occurring business day in that state or territory; or
  - (ii) when replied to by the other party,whichever is earlier.