

## 1. Definitions and Interpretation

- 1.1 In these Terms and Conditions of Business, the following terms shall have the following meanings:
- 1.1.1 Agreement: means the agreement between Tyga and the Client to which these Terms and Conditions apply.
- 1.1.2 Client: means the person company or other legal entity who purchases or agrees to purchase the Goods and/or Services from Tyga
- 1.1.3 Delivery Date: means the date of delivery stated in the Agreement signed / approved by both parties.
- 1.1.4 Goods: means any goods or equipment sold to the Client by Tyga
- 1.1.5 Intellectual Property Rights means patents, registered and un-registered designs, copyright and all other intellectual property rights.
- 1.1.6 Notice means notice complying with the terms of Clause 18
- 1.1.7 Terms and Conditions: means the terms and conditions of sale set out in this document.
- 1.1.8 Tyga: means TYGA Marketing Limited
- 1.1.9 Price: means the agreed fee payable by the Client to Tyga for its services hereunder.
- 1.1.10 Services: means any services provided to the Client by Tyga.

## 2. Conditions applicable

- 2.1 These Terms and Conditions apply to all the contracts for Goods and/ or the supply of Services by Tyga and any variation to these Terms and Conditions and any representations made about the Goods or Services shall have no effect unless expressly agreed in writing and signed by a director of Tyga.
- 2.2 These Terms and Conditions are standard and non-negotiable. They will prevail over all other terms including any terms or conditions which the Client may purport to apply under any purchase order, confirmation of order or similar document.
- 2.3 Tyga's staff will do their best to help, but are not authorised to do any of the following:
- 2.3.1 make any variations to these Terms and Conditions; or
- 2.3.2 make any representation, agree any condition or enter into any collateral agreement; or
- 2.3.3 accept an offer or counter-offer made by the Client.
- 2.4 All orders for Goods and/ or the supply of Services shall be deemed to be an offer by the Client to purchase Goods and/or Services pursuant to these Terms and Conditions.
- 2.5 Acceptance of delivery of the Goods or Services shall be deemed conclusive evidence of the Client's acceptance of these Terms and Conditions.

## 3. Price and payment

- 3.1 Prices charged in any quotation are exclusive of VAT which shall be due at the rate prevailing at the date of Tyga's invoice.
- 3.2 Payment of the Price and VAT shall be due within 30 days of the date of the invoice ("the Due Date"). Time for payment shall be of the essence.
- 3.3 If payment is not received by the Due Date, Tyga will be entitled (without prejudice to any other right or remedy):
- 3.3.1 to charge interest on the outstanding amount at the rate of 8 % per annum above the the base lending rate of the Bank of England, accruing daily in accordance with the Late Payment of Commercial Debts (Interest) Act 1998;
- 3.3.2 not to provide any further Goods or Services to the Client until such payment is received.

## 4. Proofs

- 4.1 Whilst every endeavour is made to ensure accuracy, illustrations or other details contained on TYGA's website or brochure or any price list or advertising material or otherwise communicated to the Client are intended merely to present a general idea of the product and nothing contained in any of them shall form part of the Terms and Conditions of sale between TYGA and the Client.
- 4.2 Proofs of all Goods may be submitted by TYGA for the Client's approval prior to being submitted to the printer ("the

Cut-Off Date") Proofs can be in hard or soft copy.

- 4.3 TYGA shall incur no liability for any errors not corrected by the Client on Proofs submitted for the client's approval prior to the Cut-Off Date.
- 4.4 The Client acknowledges it will be fully liable for any alterations and additions necessitated by such non-correction of proofs by the Client where any variation of the Goods or Services hereunder is made after the Cut-Off Date.

## 5. Cancellation

- 5.1 If the Client cancels the Goods/ Services or part thereof before the Delivery Date, the Client shall be liable to pay TYGA any expenses incurred by TYGA, and/or a cancellation fee at the sole discretion of TYGA.
- 5.2 Cancellation by the client shall be by way of Notice.

## 6. Delivery of the Goods/Services

- 6.1 Delivery of the Goods/Services shall be made to the Client's address as notified to TYGA.
- 6.2 The Delivery Date mentioned in any quotation or acknowledgement of order is approximate only, and time will not be of the essence.
- 6.3 The Client shall make all arrangements to take delivery of the Goods/Services whenever they are tendered for delivery.
- 6.4 Postponement of the Delivery Date by either party for whatever reason shall give TYGA the right of review and variation of the Price.

## 7. Acceptance of the Goods/Services

- 7.1 The Client shall be deemed to have accepted the Goods/Services 24 hours after delivery to the Client.
- 7.2 After acceptance the Client shall not be entitled to reject Goods/Services which are not in accordance with the contract.

## 8. Title and risk

- 8.1 Risk in the Goods passes when the Goods/Services physically leave TYGA or their sub-contractor's premises to be delivered to the Client. Where material is transmitted electronically, risk will be deemed to have passed to the Client, upon the moment of transmission from TYGA.
- 8.2 Title to the Goods/Services shall only pass to the Client upon payment in full of all sums owing or due to TYGA, whether under contract or otherwise. Until such payment the Client shall store the Goods/Services in such a way as to show that they are the property of TYGA.

## 9. Remedies of Client

- 9.1 Where the Client rejects any Goods/Services then the Client shall have no further rights whatever in respect of the supply to the Client of such Goods/Services or the failure by TYGA to supply Goods which conform to the contract of sale.
- 9.2 Where the Client accepts or has been deemed to have accepted any Goods/Services then TYGA shall have no liability whatever to the Client in respect of those Goods/Services.
- 9.3 TYGA shall not be liable to the Client for late delivery or short delivery of the Goods/Services.

## 10. Sub-contracting

TYGA may licence or sub-contract all or any part of its rights and obligations under this contract without the Client's consent.

## 11. Confidentiality

Neither party shall divulge or allow to be divulged to any person or company any confidential information relating to the business or affairs of either party other than such information as is necessary for the performance of their obligations.

## 12. Intellectual Property Rights

- 12.1 The Client acknowledges that any and all of the Intellectual Property Rights used or embodied in or in connection with the Services provided by TYGA and any part thereof are and shall remain the sole property of TYGA or of such other party as may be identified therein or thereon as the Owner (the "Owner") and the Client shall not during or at any time after the completion, expiry or termination of the Agreement, in any way question or dispute the ownership by TYGA or the owner of any such Intellectual Property Rights.

- 12.2 In the event that new Intellectual Property Rights evolve or are generated or arise in the performance of or as a result of the Agreement, the Client acknowledges that the same and all Intellectual Property Rights therein shall belong to TYGA unless otherwise agreed in writing by TYGA.
- 12.3 The Client shall indemnify TYGA fully against all losses, liability, costs and expenses which TYGA may incur as a result of work done in accordance with the Client's specifications which involves or results in an infringement of any Intellectual Property Right.
- 13. Warranty**
- 13.1 TYGA warrants that the Goods supplied will at the time Delivery Date correspond to the description given by TYGA, subject to Clause 4.1 above. All other warranties, conditions or terms relating to fitness for purpose, quality or condition of the Goods, whether express or implied by statute or common law or otherwise are excluded to the fullest extent permitted by law.
- 13.2 Each party hereto warrants and represents to the other that it has full authority, power and capacity to enter into the Agreement, and that all necessary actions have been taken to enable it lawfully to enter into the Agreement.
- 13.3 Each party warrants and undertakes to the other that in the performance of the Agreement it will comply with all laws, rules, regulations, decrees and other ordinances issued by any supra-governmental, governmental, state or other authority relating to the subject matter of the Agreement and to the performance by the parties hereto of their obligations hereunder.
- 14. Termination Provisions**
- 14.1 TYGA reserves the right to immediately terminate this Agreement on the happening of any of the following events:
- 14.1.1 The Client is in material breach of any of its obligations under this Agreement and fails to rectify the same within 14 days.
- 14.1.2 The Client has failed to pay any sums owing to TYGA 14 days after the Due Date.
- 14.1.3 The Client becomes insolvent or an order is made or a resolution is passed for the winding up of the Client (other than voluntarily for the purpose of solvent amalgamation or re-construction), or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the Client's assets or business, or if the Client makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt.
- 14.2 In the event of such termination, all monies owing to TYGA shall immediately fall due and payable by the Client.
- 15. Indemnities**
- The Client shall indemnify and hold harmless TYGA from and against all Claims and Losses arising from loss, damage, liability, injury to TYGA's employees and third parties, infringement of third party intellectual property, or third party losses by reason of or arising out of any information supplied to the Client by TYGA, its employees or consultants, or supplied to TYGA by the Client within or without the scope of this Agreement. 'Claims' shall mean all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise); and 'Losses' shall mean all losses including without limitation financial losses, damages, legal costs and other expenses of any nature whatsoever.
- 16. Insurance**
- The Client shall maintain at its own cost a comprehensive policy of insurance to cover the liability of the Client in respect of any act or default for which it may become liable to indemnify TYGA under the terms of the Agreement.
- 17. Liability**
- 17.1 Except in the case of death or personal injury caused by TYGA's negligence, TYGA's liability under or in connection with this Agreement whether arising in contract, tort, negligence, breach of statutory duty or otherwise howsoever, shall not exceed the Price paid to TYGA by the Client under this Agreement.
- 17.2 TYGA shall not be liable to the Client in contract, tort, negligence, breach of statutory duty or otherwise for any loss, damage, costs or expenses of any nature whatsoever incurred or suffered by the Client of an indirect or consequential nature including without limitation any economic loss or other loss of turnover, profits, business or goodwill.
- 17.3 No action may be brought under the Agreement more than two years after its termination, or in the event of default by one of the parties, more than two years after such default has come to the notice of the other party.
- 18. Notices**
- Any notice to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered post to the address of the relevant party shown or by facsimile transmission and shall be deemed to have been received by the addressee within three days of posting or one day if sent by facsimile transmission to the correct facsimile number of the addressee.
- 19. Whole Agreement and Variation**
- 19.1 This Agreement contains the whole agreement between the parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The parties confirm that they have not entered into this Agreement on the basis of any representation that is not expressly incorporated into this Agreement. Nothing in this Agreement excludes liability for fraud.
- 19.2 This Agreement may only be amended in writing signed by duly authorised representatives of the parties.
- 20. No Partnership/Agency**
- 20.1 Nothing contained in the Agreement shall be construed as to constitute either party to be the agent of the other.
- 20.2 The Agreement shall not operate so as to create a partnership or joint venture of any kind between the parties hereto.
- 21. Severance**
- TYGA and the Client believe that these Terms and Conditions are reasonable. If any term or provision in the Agreement shall be held to be illegal or un-enforceable, in whole or in part, under any enactment or rule of law, such term or provision shall to that extent be deemed not to form part of the Agreement but the validity and enforceability of the remainder shall continue in full force and effect.
- 22. Waiver**
- No failure or delay by TYGA in exercising any right, power or privilege under this Agreement shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights and remedies provided by law.
- 23. Force Majeure**
- TYGA shall not be liable to the Client for any loss or damage which may be suffered by the Client as a result of the delivery of Goods, materials or the execution of a contract being delayed prevented hindered or made uneconomic by reason or circumstances or events beyond TYGA's control including, but not limited to: (a) act of God, or riot, strike, lock-out, trade dispute, labour disturbance, restriction or ban on overtime, accident, fire, flood or storm difficulty or increased expense or; (b) failure by the Client to give adequate instructions or supply the necessary information in due time or (c) failure by any third-party to carry out their part of the work or otherwise perform their obligations when required.
- 24. Third Parties**
- For the purposes of the Contracts (Rights of Third Parties) Act 1999 this Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.
- 25. Law and Jurisdiction**
- All contracts which apply to these Terms and Conditions shall be governed by and construed in accordance with English law and each party agrees to submit to the exclusive jurisdiction of the Courts of England and Wales.