

EAZYTIGER LTD. TERMS & CONDITIONS OF QUOTATION/SALE

1. These terms and conditions shall apply in respect of all goods and services Eazytiger supply to the Customer whether specified overleaf or otherwise ("the Service"). Except to the extent that these terms and conditions are varied by mutual consent they shall constitute the entire agreement between Eazytiger and the Customer and shall prevail over the Customer's own terms and conditions. The Customer agrees that in entering into this agreement it shall not rely on any representation or understanding, whether oral or in writing, which is not included or referred to in these terms and conditions.

2. QUOTATIONS

(i) Where Eazytiger have issued you with a quotation, that quotation shall remain open for acceptance for a period of fourteen (14) days or such other period as agreed in writing after which it shall be subject to confirmation by Eazytiger and if confirmed will remain subject to the remainder of these terms and conditions.

3. PRICE

(i) Prices are quoted in pounds sterling and are exclusive of VAT which shall be charged at the applicable rate.

(ii) All prices quoted and accepted may be increased by Eazytiger serving written notice of increase on the customer if any alteration to the specification or the Service is made at the request of the Customer to the extent that such alteration would have given rise to an increase in the quoted contract price had it been allowed for.

4. PAYMENT TERMS

(i) Unless otherwise agreed by Eazytiger and incorporated on the reverse of this document Eazytiger's standard terms of payment are:

- (a) 25% of the contractual price upon acceptance of quotation.
- (b) 25% on completion of concept design
- (c) 25% on completion of template phase
- (d) The balance, together with any increase, within 7 days of delivery.

(ii) Eazytiger will not regard its quotation or tender as having been accepted unless it is received with acceptance a deposit of 25% of the contract value or such other amount as agreed by way of variation of this condition.

(iii) In the event of receiving an unfavourable credit report on the customer from its own sources Eazytiger reserves the right to terminate this agreement or change the terms of payment at any time before delivery of the goods to the Customer.

(iv) Unless otherwise agreed by Eazytiger in writing the contract price for the goods and services provided and charges rendered shall be payable in the manner agreed without set off on or before the agreed due date. Eazytiger reserves the right to charge interest at the rate of 2% per month on any balance outstanding if payment remains outstanding beyond the payment date (such interest to be charged from day to day and compounded annually) and /or remove the product from the client's site or server or Website to which it has been assigned without prior notice.

(v) Should payment not be received within our payment terms then we reserve the right to make charges for the recovery of these monies. An administration fee of £30 may be added to any outstanding account over 60 days, for each and every phone call, letter or email chasing payment, a minimum charge of 15% of the outstanding debt will be added to the debt if it becomes necessary to instruct debt collectors. Eazytiger reserve the right to appropriate any payment made by the Customer and apply it in total or partial satisfaction of any debt due from the Customer.

- (vi) Where the Service is to be provided by instalments, each individual instalment will represent a separate contract and will be invoiced separately.

5. DELIVERY

- (i) Eazytiger will use its best endeavours to meet any estimated delivery date quoted to the Customer on the reverse of this document but time shall not be of the essence in relation to any such delivery date.
- (ii) Delivery dates are provisional only and will automatically be extended by an amount equivalent to any delay by the customer in accepting Eazytiger's quotation or tender within the 14 day period referred to in condition 2 above. Delivery dates may be further extended by Eazytiger for any reason beyond Eazytiger's control including, but not limited to, any alteration to the specification and/or services to be rendered by the customer, strikes, lock outs, shortage of materials, trade disputes and other unforeseen disruptive incidents beyond Eazytiger's control.
- (iii) Eazytiger shall not be liable for any losses, costs, damages or expenses (incurred consequential or indirect losses or damages) suffered or incurred by the Customer as a result of failure to meet the quoted or estimated delivery date or any revised delivery date.
- (iv) In cases where Eazytiger is unable to deliver goods because of the default of the Customer, Eazytiger, upon giving the Customer 7 days notice that the goods are in Eazytiger's opinion ready for delivery, shall be entitled to invoice the customer the balance outstanding pursuant to condition 3 hereof and the same shall become due in accordance with the terms thereof notwithstanding the customer's failure to accept delivery.

6. CREDITS

- (i) Eazytiger will require a link from the Customer's website to its own website in a discrete location at the base of each page. The text will be no larger than the paragraph text used in the site and the visible credit will be limited to a maximum of 5 words. This quotation has taken into account any benefit derived by Eazytiger for this link, and if the Customer requires it to be removed (which is not recommended for a variety of technical reasons) then a charge equivalent to the cost of the total project value expressed in this quotation will be payable

7. SPECIFICATION

- (i) **General:** Where Eazytiger is to provide the Service to a design supplied by the Customer, the Customer shall deliver to Eazytiger at the Customer's expense all the necessary information (including without limitation details of any design, specifications, artwork drawings or plan) in sufficient time and of sufficient quality to enable Eazytiger to provide the Service in accordance with your instructions and by any dates estimated for delivery and the Customer shall indemnify Eazytiger against all losses, expenses, damages and costs incurred by Eazytiger as a result of its use of the information supplied by the Customer including (but not limited to) those incurred by Eazytiger in respect of any claim by a third party for infringement of any patent, copyright, design, trademark or other industrial or intellectual property right or for negligence, whether in respect of personal injury or death or otherwise. Risk of damage to or loss of any documentation (in whatever form) supplied by the Customer shall be the Customer's even if in our possession.
- (ii) Whilst Eazytiger makes every effort to ensure that the goods and services supplied shall correspond to Eazytiger's design or the customer's design in every respect, Eazytiger shall not be responsible for minor variations from specification or other design feature and no minor variation shall entitle the customer to rescind the contract nor shall they be the subject of any claim against Eazytiger by the customer nor shall they vary the terms and conditions of quotation as otherwise agreed.
- (iii) Eazytiger may submit work at various stages for the Customer's approval. Once the Customer has approved the work Eazytiger shall have no responsibility for any errors not corrected by the Customer. The Customer shall be responsible for checking the final accuracy and legality before publishing. The customer will be given a maximum of 14 days to approve a stage – if this time period is exceeded without agreement then work will proceed on the next section of work and any abortive work will become chargeable.

- (iv) The code and design or any element or part thereof is supplied by Eazytiger for use on the single website or domain associated with this quotation. Unless otherwise stated a charge equivalent to the initial total fee will be made for unauthorised use on any other website.

8. COPYRIGHT

- (i) The copyright in all specifications, illustrations and advertising material submitted by the Customer shall remain the property of the Customer. All other copyright in materials, programs and illustrations used by Eazytiger shall remain the property of Eazytiger or a relevant third party unless specified otherwise.
- (ii) The Customer shall have a perpetual licence to use the copyright owned by Eazytiger only in respect of the website designed and developed by Eazytiger. Should the Customer seek an assignment of any copyright this will be subject to a separate agreement and may affect the price.

9. WARRANTY

- (i) **Suitability:** Any mention in any brochure or advertisement or literature or written specification as to the performance of any goods or services provided by Eazytiger to the Customer shall be indicative and for guidance only and shall not form any part of any contract entered into by Eazytiger. Specifically, but not by way of limitation,
 - (a) Eazytiger will write all computer programmes, graphics, etc on virus clean machines,
 - (b) build safety features into programmes to prevent future contamination so far as they are able,but do not warrant to protect against outside interference, server failure, viruses, reverse engineering or code breakers and Eazytiger do not guarantee any programme written for the customer not to carry a virus to the customer or any other persons' personal computer (PC).
- (ii) **Content:** Eazytiger declines to accept any instructions for any customer which requires the production of any programme or material, the content or detail of which is either subversive, libellous or slanderous and Eazytiger may decline any instructions which they consider are intended to present material or information which is not in good taste or in the public interest.
- (v) **Accessibility:** Where the accessible website option is selected it will comply with Priority 2 W3C Web Content Accessibility Guidelines. We take every reasonable precaution to adhere to the guidelines, however as certain design rules are subjective (Eg. sufficient contrast) we can take no responsibility for compliance of the subjective items. The validation is carried out at the time of delivery and any alteration to the website after this time is not validated unless explicitly instructed.
- (iv) Except in respect of death or personal injury any express or implied warranty or condition whether statutory or otherwise as to goods or services supplied by Eazytiger is hereby excluded to the fullest extent permitted by law. In lieu thereof Eazytiger undertakes that if any goods or services supplied by it prove to be defective in workmanship (outside interference, server failure, reverse engineering, damage by code breakers, viruses excepted) Eazytiger will at its option either replace free of charge such defective goods or refund to the Customer the price of such goods and services provided upon such terms hereinafter set out.
- (vi) The terms of warranty are as follows:
 - (A) Eazytiger will not accept liability for any loss either of a direct or consequential nature suffered as a result of any act or omission on the part of Eazytiger or its servants, agents or representatives or any fault in any of the goods it supplies or services provided.
 - (B) Eazytiger's liability is limited to repair or replacement of defective programmes wherein Eazytiger's judgement such defects have arisen without misuse solely as a result of faulty design/programming.

- (C) Defects judged by Eazytiger to be within the terms of this warranty will be repaired/remedied by the Customer returning to Eazytiger the entire program, product specifications, documentation, licences and any other product specific information for its attention.
- (D) The cost of replacement and repair shall not exceed the cost of the Service.
- (vi) Unless otherwise agreed in writing you must contact Eazytiger within 14 days of the site going live about any defects, losses, defective program or damage. For the avoidance of doubt, if you fail to contact Eazytiger within 14 days of the site going live, the Warranty shall have lapsed, Eazytiger shall not be liable for repair or replacement of any program, system or hardware and you shall have deemed acceptance and taken delivery in accordance with clause 10.
- (vii) In the event that the Customer seeks an extended warranty than that given above it shall notify Eazytiger in writing of its request who shall confirm to the Customer the extent of the increase in the price to reflect the increased risk in the contract and any required additional insurance premium. Such price and extended warranty shall take effect from the date agreed. Failing agreement the terms of this clause and the price shall remain as stated herein.

10. MEANS OF DELIVERY

- (i) Delivery to the Customer shall be by way of uploading the design or development output to a server of the Customer's choice or as agreed in the quotation or separate proposal of services. Source files (eg .FLA or .PSD files) are not included within the quoted price, the output files i.e, the finished output of design or development is (eg .JPEGs, .HTML, .SWF files). If source files are required their cost is the equivalent to 250% of the cost of the total project value expressed in this quotation.
- (ii) Unless otherwise agreed; When a site is complete it is uploaded to it's web server and hosting, charges begin regardless of whether the client decides to make the site live or not, keep it password protected, or not promote it immediately subject to clause 13.

11. CANCELLATION

- (i) If payment for goods and services provided by Eazytiger to the Customer the subject of this contract is not made on the due dates Eazytiger may in its absolute discretion by service of notice upon the Customer at the Customer's address given in this contact elect to cancel the contract.
- (ii) The Customer shall have no right to cancel the order unless done so with the written consent of Eazytiger. In the event of Eazytiger giving written consent to the Customer to cancel the order, the Customer shall forthwith become liable in damages to Eazytiger for 25% of the contact price or the contract value plus 20% cancellation charge as at the date of cancellation whichever is the higher.

12. FORCE MAJEURE

Eazytiger shall not be liable to the Customer for any breach of the terms of any contract between Eazytiger and the Customer incorporating these terms and conditions which is due to any cause arising from or attributable to acts, events, non-happenings, omissions or acts of God beyond the reasonable control of Eazytiger (including but not limited to strikes, lockouts, shortages or labour, civil commotion, riots or threat of or preparation for war and inability to obtain suitable raw materials, equipment, tool power, components or transportation.

13. HOSTING AND LICENSING AGREEMENTS

When a site, or part thereof, is made live the hosting begins. If a back office is provided to the client for the input of products or information then free hosting will be provided for up to 30 days or until the front end of the website is made live whichever is sooner.

The minimum hosting term is twelve months unless otherwise stated. Where Eazytiger provide hosting facilities no liability is accepted for downtime of the server unless this downtime exceeds 1% of the contract length. Whilst every possible precaution is taken, no liability is accepted for the loss of data. Where back-ups are provided no liability can be accepted for their integrity. Where the client provides the hosting provision (or an alternative third party suggested by the client) Eazytiger reserves the right to charge for investigation of this hosting provision prior to use and for the uploading of the website and testing on this provision.

Hosting is carried out within a fair usage policy. If bandwidth or usage consistently exceed the fair use limits of the hosting package ordered then Eazytiger reserve the right to upgrade your package and associated costs with 28 days notice.

Where Eazytiger do or do not host the site certain products supplied by Eazytiger will be licensed for use. This includes, not exhaustively, all CMS websites and all eCommerce websites. A charge may be payable for this license. The license is not transferable.

Cancellation of a hosting agreement or CMS/eCommerce licensing agreements must be made in writing; you must give a minimum of 30 days' notice of the date of cancellation. Subject to clause 11.

14. INDEMNITY

- (i) Where our Services include a provision of social media marketing (SMM) (online marketing through websites such as Facebook, LinkedIN and Twitter etc) conducted by Eazytiger on your behalf to improve search engine optimisation, you shall indemnify Eazytiger against all liabilities, costs, expenses loss or damages (including any direct, indirect or consequential losses, loss of profit, loss of reputation and interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Eazytiger arising out of or in connection with:
- (a) a representation made on your behalf by Eazytiger on your website in accordance with your instruction;
 - (b) a representation made on your SMM website in accordance with your instruction;
 - (c) any claim made against Eazytiger for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with your SMM website or company website;
 - (d) any claim made by a third party against Eazytiger in connection with the goods and services offered by you;
 - (e) any claim made by a third party against Eazytiger for death, personal injury or damage to property caused by defective goods or services sold by you to the third party.
- (ii) This indemnity shall not apply to deliberate acts of fraud or deceit

15. THIRD PARTY RIGHTS

The terms of the Contracts (Rights of Third Party) Act 1999 shall not apply to these terms and conditions.

16. SEVERANCE

If any provision of these terms and conditions (whether in part or in whole) is held by a Court or jurisdiction to be illegal, or unenforceable the parties shall agree to amend the relevant provision as shall be necessary to ensure its application and the remaining provisions of the Contract shall remain full force and effect.

17. WAIVER

Any waiver by Eazytiger of any breach of or any default under any provision of this agreement will not be deemed a waiver of any subsequent breach or default and will in no way affect the terms of this agreement.

18. SUB-CONTRACT

Eazytiger reserves the right to assign or sub-contract any or all of the rights and obligations under these terms and conditions without the Customer's consent to such assignment or sub-contract.

19. LAW

All matters relating to the formation, performance and discharge of any contract incorporating these terms and conditions shall be governed by English Law and shall be determined only by proceedings conducted within the jurisdiction of England and Wales.