

## Terms and Conditions for Use of Web Shop

### 1. GENERAL

Tyrrell Products Ltd ("www.tyrrellproducts.com") owns and operates this Website. This document governs your relationship with www.tyrrellproducts.com ("Website"). Access to and use of this Website and the products and services available through this Website (collectively, the "Services") are subject to the following terms, conditions and notices (the "Terms of Service"). By using the Services, you are agreeing to all of the Terms of Service, as may be updated by us from time to time. You should check this page regularly to take notice of any changes we may have made to the Terms of Service.

Access to this Website is permitted on a temporary basis, and we reserve the right to withdraw or amend the Services without notice. We will not be liable if for any reason this Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts or this entire Website.

### 2. PRIVACY POLICY

Our privacy policy, which sets out how we will use your information, can be found on the Website under the Terms and Conditions tab. By using this Website, you consent to the processing described therein and warrant that all data provided by you is accurate.

### 3. PROHIBITIONS

You must not misuse this Website. You will not: commit or encourage a criminal offense; transmit or distribute a virus, Trojan, worm, logic bomb or any other material which is malicious, technologically harmful, in breach of confidence or in any way offensive or obscene; hack into any aspect of the Service; corrupt data; cause annoyance to other users; infringe upon the rights of any other person's proprietary rights; send any unsolicited advertising or promotional material, commonly referred to as "spam"; or attempt to affect the performance or functionality of any computer facilities of or accessed through this Website. Breaching this provision would constitute a criminal offense and Tyrrell Products Ltd will report any such breach to the relevant law enforcement authorities and disclose your identity to them.

We will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of this Website or to your downloading of any material posted on it, or on any website linked to it.

Tyrrell Products Ltd will not be liable for any orders placed in error as a result of lack of understanding.

It is your responsibility to ensure the security of your log in credentials. If anybody asks to use your log in details you must refuse and ask them to contact us directly. If you suspect your details have become compromised, you must contact us immediately. We may, at our own discretion, terminate or suspend your access to all or any part of this site if we believe you have conducted any fraudulent activity.

We shall have no liability to you or any other party for any claim or damage arising as a result of such termination.

Breaching these provisions would constitute a criminal offense and Tyrrell Products Ltd will report any such breach to the relevant law enforcement authorities and disclose your identity to them.

#### **4. INTELLECTUAL PROPERTY, SOFTWARE AND CONTENT**

The intellectual property rights in all software and content (including photographic images) made available to you on or through this Website remains the property of Tyrrell Products Ltd or its licensors and are protected by copyright laws and treaties around the world. Tyrrell Products Ltd and its licensors reserve all such rights. You may store, print and display the content supplied solely for your own personal use. You are not permitted to publish, manipulate, distribute or otherwise reproduce, in any format, any of the content or copies of the content supplied to you or which appears on this Website nor may you use any such content in connection with any business or commercial enterprise.

#### **5. INDEMNITY**

You agree to indemnify, defend and hold harmless www.tyrrellproducts.com, its directors, officers, employees, consultants, agents, and affiliates, from any and all third-party claims, liability, damages and/or costs (including, but not limited to, legal fees) arising from your use this Website or your breach of the Terms of Service.

#### **6. VARIATION**

www.tyrrellproducts.com shall have the right in its absolute discretion at any time and without notice to amend, remove or vary the Services and/or any page of this Website.

#### **7. INVALIDITY**

If any part of the Terms of Service is unenforceable (including any provision in which we exclude our liability to you) the enforceability of any other part of the Terms of Service will not be affected, all other clauses remain in full force and effect. So far as possible where any clause/sub-clause or part of a clause/sub-clause can be severed to render the remaining part valid, the clause shall be interpreted accordingly. Alternatively, you agree that the clause shall be rectified and interpreted in such a way that closely resembles the original meaning of the clause /sub-clause as is permitted by law.

#### **8. COMPLAINTS**

We operate a complaints handling procedure which we will use to try to resolve disputes when they first arise, please let us know if you have any complaints or comments.

#### **9. WAIVER**

If you breach these conditions and we take no action, we will still be entitled to use our rights and remedies in any other situation where you breach these conditions.

#### **10. ENTIRE AGREEMENT**

The above Terms of Service constitute the entire agreement of the parties and supersede any and all preceding and contemporaneous agreements between you and www.tyrrellproducts.com. Any waiver of any provision of the Terms of Service will be effective only if in writing and signed by a Director of www.tyrrellproducts.com.