

**STI TERMS AND CONDITIONS OF SALE
(GOODS & SERVICES)**

1. DEFINITIONS

- 1.1. **"Agreement"** All agreements for the sale of Goods or delivery of Services made by the Seller with any Buyer and incorporating this Terms and Conditions
- 1.2. **"Buyer"** means any purchaser of goods from the Seller
- 1.3. **"Goods"** means all (or any) of the goods specified in the Agreement.
- 1.4. **"Seller"** means STI Line Ltd.
- 1.5. **"Services"** means the services specified in the Purchase Order
- 1.6. **"Terms and Conditions"** means the terms and conditions set out in this document.

2. STATUS OF THESE TERMS AND CONDITIONS

- 2.1. These Terms and Conditions shall apply to the purchase by Buyer from Supplier of all Goods or Services set out in the Agreement to the exclusion of all other terms and conditions. No other representation or promise of any kind shall form part of, alter, vary, supersede or operate as a waiver of these Terms and Conditions or any of them unless expressly made or accepted as such by the Seller in writing
- 2.2. An Agreement shall be made when (1) the Seller sends its written acceptance in the form of acknowledgement or confirmation of Buyers order or (2) the Seller delivers the Goods and/or Services

3. QUATATION AND DELIVERY

- 3.1. The seller may change or withdraw a quotation at any time before it has sent an acknowledgement of order to the buyer. Clerical errors and omissions are subject to correction. Prices are subject to revision in the event of any increase in costs of materials incurred by the Seller prior to the delivery to the Buyer.
- 3.2. Unless otherwise instructed in writing by Buyer, all Goods will be delivered and all Services will be performed at the time and place specified in the Agreement. If Goods or Services are incorrectly delivered based on a default of the Buyer, he shall be responsible for additional expenses of the Supplier incurred in delivering them to the correct point specified in the Agreement or subsequently advised in writing by Buyer.
- 3.3. The quantity of Goods or Services specified in the Agreement may not be changed without prior written consent of both parties. A shortage or surplus not exceeding 10 per cent of the agreed quantity will be accepted by the Buyer and Seller as proper performance of the Agreement provided that the Buyer shall pay for any such surplus pro rata with the original order or in the event of a shortage shall be entitled to a reduction in like manner
- 3.4. While every reasonable effort will be made to deliver the Goods and Services in accordance with the time specified, the time for delivery shall not be of essence and the Seller will not accept responsibility or be liable for any loss or damage occasioned by delay in delivery.

4. PRICE AND PAYMENT

- 4.1. The price for the Goods or Services shall be the price set out in the Agreement. The price is exclusive of VAT.
- 4.2. Payment shall be made net thirty (30) days from the date of invoice. All payments will be made in GBP's.
- 4.3. If Buyer fails to pay any amounts when due, Buyer shall pay Seller interest thereon at a periodic rate of one and a half percent (1.5%) per month (or, if lower, the highest rate permitted by law),
- 4.4. Seller reserves the right to require from Buyer full or partial payment in advance, or other security that is satisfactory to Seller, at any time that Seller believes in good faith that Buyer's financial condition does not justify the terms of payment specified.

5. PASSING OF TITLE AND RISK IN GOODS

- 5.1. Unless Incoterms 2000 are agreed, title and risk in the Goods shall pass to STI on completion of delivery at the place specified in the Agreement.
- 5.2. Neither payment by, nor passing of title or risk in the Goods or the Services to, STI shall be deemed to constitute acceptance of the Goods or the Services.

6. DEFECTS IN GOODS

- 6.1. The Buyer is obliged to inspect the delivered Goods immediately.
- 6.2. Any claim for non-delivery of any Goods must be notified in writing by the Buyer to the Seller within 3 days from the date on which the Goods were to be delivered.
- 6.3. Any claim that Goods have been delivered with defects and/or are not of the correct quantity and/or do not comply with their description or correspond with sample must be notified to the Seller in writing within 7 days of delivery. In this case the seller will at its option replace the Goods are missing, lost or damaged or do not comply with their description.
- 6.4. Any claim(s) must be in writing and must contain full details of the claim including a full description of the allegedly defective Goods.
- 6.5. The Buyer must afford the Seller reasonable opportunity and facilities to investigate any claim(s) made by the Buyer and if requested in writing by the Seller must promptly return any Goods which are subject of any claim and any packing, securely packed and carriage paid to the Seller for examination.
- 6.6. The Seller will not be liable for any defects unless a claim is made in accordance with this clause.
- 6.7. Under no circumstances will the Seller be liable for:
 - 6.7.1. Defects resulting from fair wear and tear or improper use by the Buyer or failure by the Buyer to comply with the instructions or advice of the Seller or neglect of any other description.
 - 6.7.2. Defect arising from any design or specification provided or made by the Buyer.
 - 6.7.3. Goods which have been adjusted altered adapted or repaired by any part other than the Seller.

- 6.7.4. The suitability of any Goods for any particular purpose or use under specific conditions, if not explicitly agreed with Seller.
- 6.7.5. Variations in the quantities or dimensions of any goods or changes in specifications or substitution of any material or components, if the variation of substitution does not material affect the characteristics of the goods and the substituted materials or components are of any quality equal or superior to those originally specified.
- 6.8. The contract will remain in full force in relation to the other or other part of the Goods and no set-off or other counterclaim will be made by the Buyer against or in respect of such other parts of the Goods.

7. LIABILITY

- 7.1. The Seller will not be liable to the Buyer, other than liability for death or personal injury resulting from Seller's negligence, for any indirect or consequential losses, damages, costs or expenses;
 - 7.1.1. loss of actual or anticipated profits or savings;
 - 7.1.2. loss of contracts, business, opportunity or revenue;
 - 7.1.3. loss of goodwill or reputation;
 - 7.1.4. loss of operation time;
 - 7.1.5. loss of, damage to or corruption of, data;
 - 7.1.6. whether or not such losses were reasonably foreseeable or the Seller or its representatives had been advised of the possibility of the losses being incurred.
- 7.2. Subject to the clause above, the total liability of the Seller arising out of or in connection with all claims (in aggregate) under the Agreement shall be limited to £ 1,000,000.00

8. MANUFACTURE AND MATERIAL

- 8.1. Goods will be manufactured in accordance with the dimensions specified and/or approved by the buyer to a tolerance +/- 3mm. While every endeavour will be made to supply material in accordance with the quality of samples submitted or quoted for, material of not less strength than those quoted may be substituted for those quoted.
- 8.2. Unless otherwise agreed all proofs, sketches, samples, cutting and creasing forms, printing stereotypes and work produced at the Buyers request will be charged. All changes on or after first proof including alterations in style will be charged extra. No responsibility will be accepted for any errors in proofs, sketches, samples, cutting and creasing forms, printing stereotypes and work which has been approved by the Buyer.

9. RETENTION OF TITLE

- 9.1. The Seller and the Buyer expressly agree that until the Seller has been paid in full for the Goods and/or Services
 - 9.1.1. all or any Goods delivered by the Seller remain the property of the Seller, although the risk therein passes to the Buyer when the Goods are delivered to the Buyer, and
 - 9.1.2. the Seller may recover those Goods at any time from the Buyer if the amount outstanding from the Buyer to the Seller in respect of Goods supplied shall remain unpaid after the due date.
- 9.2. The Buyer has the right to re-sell the Goods in the course of his business for the account of the Seller, but any warranties, conditions or representations given or made by the Buyer to any third party shall not be binding on the Seller, who shall be indemnified by the buyer with respect thereto.
- 9.3. Nothing in this condition shall confer any right upon the Buyer to return the Goods sold hereunder or to refuse or delay payment therefore unless otherwise agreed.

10. FORCE MAJEURE

- 10.1. The Supplier shall not be in default if the performance of any of its obligations under the Agreement is partly or wholly delayed or prevented by reason of Force Majeure.
- 10.2. "Force Majeure" shall mean any event beyond the reasonable control of the Supplier such as, without limitation: acts of God, governmental decision, embargo, war or national emergency, terrorist attacks, riot, fire, flood, explosion, epidemics, quarantine restriction, strike (either at the Supplier or its suppliers or subcontractors), lock-out and labour disturbances, or delay from a supplier or subcontractor facing a case of force majeure as defined herein.
- 10.3. In case of Force Majeure, the Supplier shall give notice of the event to the Buyer and the time schedule for the performance of the Agreement shall be automatically extended by the period of time as reasonably necessary for the Supplier to overcome the consequences of such event.
- 10.4. If the performance in whole or part of any Supplier's obligation is delayed or prevented by reason of Force Majeure for a period exceeding three (3) months, the Supplier may at any time without further liability to the Buyer, terminate the Agreement or any part thereof.

11. APPLICABLE LAW AND SETTLEMENT OF DISPUTES

- 11.1. The Agreement shall be governed by and construed in accordance with English law, excluding its conflict of law provisions. The application of the United Nations Convention on Contracts for the International Sales of Goods (1980) shall be expressly excluded.
- 11.2. The English Courts shall have exclusive jurisdiction to resolve any and all disputes between the Parties arising out of or in connection with the Agreement.

12. GENERAL

- 12.1. Neither Party shall, without the express prior written consent of the other (which consent shall not be unreasonably withheld) assign to any third party the Agreement or any part thereof
- 12.2. If any provision of the Agreement is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the Agreement shall continue to be valid as to its other provisions and the remainder of the affected provision.