



TERMS AND CONDITIONS

CONDITIONS OF SALE

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this condition apply in these conditions.

Customer: the person, firm or company who purchases the Goods from the Company.

Company: STL International Ltd

Contract: any contract between the Company and the Customer for the sale and purchase of the Goods, incorporating these conditions.

Delivery Point: the place where delivery of the Goods is to take place under condition 4.

Goods: any goods agreed in the Contract to be supplied to the Customer by the Company (including any part or parts of them).

A reference to a law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.2 Words in the singular include the plural and in the plural include the singular.

1.3 A reference to one gender includes a reference to the other gender.

1.4 Condition headings do not affect the interpretation of these conditions.

2. APPLICATION OF TERMS

2.1 Subject to any variation under condition 2.3 the Contract shall be on these conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Customer purports to apply under any purchase order, confirmation of order, specification or other document).

2.2 No terms or conditions endorsed on, delivered with or contained in the Customer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.

2.3 These conditions apply to all the Company's sales and any variation to these conditions and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by a duly authorised officer of the Company.

The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in the Contract. Nothing in this condition shall exclude or limit the Company's liability for fraudulent misrepresentation.

2.4 Each order for Goods by the Customer from the Company shall be deemed to be an offer by the Customer to buy Goods subject to these conditions.

2.5 No order placed by the Customer shall be deemed to be accepted by the Company until the Company delivers the Goods to the Customer.

2.6 The Customer shall ensure that the terms of its order and any applicable specification are complete and accurate and in writing.

2.7 Any quotation is valid for a period of 30 days only from its date, provided that the Company has not previously withdrawn it.

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3. DESCRIPTION

All samples, drawings, descriptive matter, specifications and advertising issued by the Company and any descriptions or illustrations contained in the Company’s catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and this is not a sale by sample.

4. DELIVERY

4.1 Unless otherwise agreed in writing by the Company, delivery of the Goods shall take place at the Customer’s place of business unless the Goods are collected by the Customer when delivery shall take place at the Company’s place of business.

4.2 Any dates specified by the Company for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.

4.3 Subject to the other provisions of these conditions the Company shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Company’s negligence), nor shall any delay entitle the Customer to terminate or rescind the Contract unless such delay exceeds 90 days. The Customer shall provide at the Delivery Point and at its expense adequate and appropriate equipment and manual labour for loading the Goods.

4.4 The Company may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.

4.5 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Customer to repudiate or cancel any other Contract or instalment.

5. NON-DELIVERY

5.1 The quantity of any consignment of Goods as recorded by the Company on despatch from the Company’s place of business shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary.

5.2 The Company shall not be liable for any non-delivery of Goods (including shortage in quantity of Goods delivered) (even if caused by the Company’s negligence) unless the Customer gives written notice to the Company of the non-delivery or shortage in quantity within three days of the date when the Goods would in the ordinary course of events have been received or in the case of a shortfall in quantity the remaining Goods have been received.

5.3 Any liability of the Company in relation to this clause 5 shall be limited to replacing the non-delivered Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

6. RISK/TITLE

6.1 The Goods are at the risk of the Customer from the time of delivery.

6.2 Ownership of the Goods shall not pass to the Customer until the Company has received in full (in cash or cleared funds) all sums due to it in respect of:

- (a) the Goods; and
- (b) all other sums which are or which become due to the Company from the Customer on any account.

6.3 Until ownership of the Goods has passed to the Customer, the Customer shall:

- (a) hold the Goods on a fiduciary basis as the Company’s bailee;
- (b) store the Goods (at no cost to the Company) separately from all other goods of the Customer or any third party in such a way that they remain readily identifiable as the Company’s property;

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(c) not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and

(d) maintain the Goods in satisfactory condition and keep them insured on the Company's behalf for their full price against all risks to the reasonable satisfaction of the Company. On request the Customer shall produce the policy of insurance to the Company.

6.4 The Customer's right to possession of the Goods shall terminate immediately if:

(a) the Customer has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Customer or notice of intention to appoint an administrator is given by the Customer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or

(b) the Customer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or obtained against him/it, or fails to observe or perform any of his/its obligations under the Contract or any other contract between the Company and the Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency act 1986 or the Customer ceases to trade; or

(c) the Customer encumbers or in any way charges any of the Goods.

6.5 The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.

6.6 The Customer grants the Company, its agents and employees an irrevocable licence at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Customer's right to possession has terminated, to recover them.

6.7 Where the Company is unable to determine whether any Goods are the goods in respect of which the Customer's right to possession has terminated, the Customer shall be deemed to have sold all goods of the kind sold by the Company to the Customer in the order in which they were invoiced to the Customer.

6.8 On termination of the Contract, howsoever caused, the Company's (but not the Customer's) rights contained in this condition 6 shall remain in effect.

7. PRICE

7.1 Unless otherwise agreed by the Company in writing, the price for the Goods shall be the price set out in the Company's quotation published on the date of delivery or deemed delivery.

7.2 The price for the Goods shall be exclusive of any value added tax

7.3 It is always possible that, despite our reasonable efforts, some of the products may be incorrectly priced. If we discover an error in the price of any product you have ordered we will inform you of this error as soon as possible and we will give you the option of continuing to purchase the product at the correct price or cancelling your order.

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8. PAYMENT

8.1 Subject to condition 8.4, payment of the price for the Goods is due in full within terms notified.

8.2 Time for payment shall be of the essence.

8.3 No payment shall be deemed to have been received until the Company has received cleared funds.

8.4 All payments payable to the Company under the Contract shall become due immediately on its termination despite any other provision.

8.5 The Customer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Customer has a valid court order requiring an amount equal to such deduction to be paid by the Company to the Customer.

8.6 If the Customer fails to pay the Company any sum due pursuant to the Contract, the Company reserves the right to claim interest under the provisions of the Late Payment of Commercial Debts (Interest) Act 1998.

9. QUALITY

9.1 The Company warrants that (subject to the other provisions of these conditions) for a period of 18 months from the date of delivery (or 12 months from date of installation), the Goods shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979
An extended warranty period of 5 years applies to LED luminaires (Excluding batteries of emergency versions).

9.2 The Company shall not be liable for a breach of the warranty in condition 9.1 unless:

(a) the Customer gives written notice of the defect to the Company, and, if the defect is as a result of damage in transit to the carrier, within 3 days of the time when the Customer discovers or ought to have discovered the defect;

and

(b) the Company is given a reasonable opportunity after receiving the notice of examining such Goods and the Customer (if asked to do so by the Company) returns such Goods to the Company's place of business at the Company's cost for the examination to take place there.

9.3 The Company shall not be liable for a breach of the warranty in condition 9.1 if:

(a) the Customer makes any further use of such Goods after giving such notice;

or

(b) the defect arises because the Customer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or

(c) the Customer alters or repairs such Goods without the written consent of the Company. 9.4 Subject to condition 9.2 and condition 9.3, if any of the Goods do not conform with the warranty in condition 9.1 the Company shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate provided that, if the Company so requests, the Customer shall at its own expense, return the Goods or the part of such Goods which is defective to the Company.

9.5 If the Company complies with condition 9.4 it shall have no further liability for a breach of the warranty in condition 9.1 in respect of such Goods.

9.6 Any Goods replaced shall belong to the Company and any repaired or replacement Goods shall be guaranteed on these terms for the unexpired portion of the 12 month period.

9.7 Under no circumstances will charges for any repair or remedial work, including labour cost or equipment hire, be accepted without prior written consent and agreement from the Company.

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- 9.8 The following shall not be deemed a defect of any light:
- a. deviation of the luminous flux of $\pm 10\%$ of the nominal value;
 - b. colour temperature deviation of $\pm 200\text{K}$ of the nominal value; and
 - c. decrease in luminous flux of up to $0.6\%/1000\text{hours}$ of operation.

- 9.9 The following shall not be deemed a defect of an LED luminaire or be covered by warranty:
- a. failure of an individual LED chip in a module;
 - b. nominal failure rate of electronic driver or LED modules of $0.2\%/1000$ operating hours (unless otherwise defined)
 - c. plastic and metal parts (e.g. covers, bases, fixing clips) that may change their colour and mechanical properties as a result of normal wear and tear.

10. LIMITATION OF LIABILITY

10.1 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

10.2 Nothing in these conditions excludes or limits the liability of the Company:

- (a) for death or personal injury caused by the Company's negligence; or
- (b) for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
- (c) for fraud or fraudulent misrepresentation.

10.3 Subject to condition 10.1:

- (a) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and
- (b) the Company shall not be liable to the Customer for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

11. ASSIGNMENT

11.1 The Company may assign the Contract or any part of it to any person, firm or company.

11.2 The Customer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Company.

12. FORCE MAJEURE

The Company reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Customer (without liability to the Customer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 90 days, the Customer shall be entitled to give notice in writing to the Company to terminate the Contract.

13. GENERAL

13.1 Each right or remedy of the Company under the Contract is without prejudice to any other right or remedy of the Company whether under the Contract or not.

13.2 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability,

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unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

13.3 Failure or delay by the Company in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

13.4 Any waiver by the Company of any breach of, or any default under, any provision of the Contract by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

13.5 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

13.6 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by the law of London.

14. COMMUNICATIONS

14.1 All communications between the parties about the Contract shall be in writing and delivered by hand or sent by pre-paid first class post, sent by fax or Email:

(a) (in case of communications to the Company) to its registered office and copied (if different from the Company's principal place of business as shown on the invoice rendered by the Company for the Goods) to said principal place of business or such changed address

as shall be notified to the Customer by the Company; or

(b) (in the case of the communications to the Customer) to the registered office of the addressee (if it is a company) or (in any other case) to any address of the Customer set out in any document which forms part of the Contract or such other address as shall be notified to the Company by the Customer.

14.2 Communications shall be deemed to have been received:

(a) if sent by pre-paid first class post, two days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting); or

(b) if delivered by hand, on the day of delivery; or

(c) if sent by fax on a working day prior to 4.00 pm, at the time of transmission and otherwise on the next working day.

15. ORDER VALUE

15.1 Please contact the Company Sales Office for value of carriage paid orders.

16. PURCHASE ORDERS

16.1 Written and priced orders will only be accepted.

17. DIRECT DELIVERIES

17.1 The Company are unable to accept any liability for lost or misplaced goods once they have been delivered with a clear signature at a specified direct delivery address.

18. GOODS FOR RETURN

18.1 Under no circumstances may goods be returned without a documented authorisation number from The Company sales office. Unauthorised returns will not be accepted. Goods will only be accepted for the stated reason.

18.2 The documented authorisation numbers from the Company sales office will only be valid for 28 days after being issued and goods returned outside this period may be refused.

18.3 The Company will make every effort to issue a credit note for returned goods within 28 days of receiving the goods. If a credit note has not been issued within this 28 day period it is the responsibility of the customer to investigate such outstanding credits with the Company in a timely manner.

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18.4 All faulty goods returned are inspected and tested. Any found to be in perfect working order will be returned and re-invoiced, together with any applicable carriage charges.

18.5 Products and product boxes that are damaged (including transit damage), defaced or with broken seals will not be accepted for return and it is the responsibility of the customer to ensure compliance.

18.6 Products with remote or integral emergency cannot be accepted for return under any circumstances.

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19. PRODUCTS MADE TO ORDER

19.1 Orders for specials ie variations to standard products or products not defined as stock items, are ordered and supplied on a strictly non-returnable basis.

19.2 Non-cancellable order basis. Under no circumstances will the company accept returns in full or partial quantities.

20. SPECIFICATION

20.1 It is the responsibility of the purchaser to ensure that any product selected is suitable and / or applicable for the intended installation.

21. COPYRIGHT

21.1 All products, names, drawings and descriptions may not be reproduced in any form whatsoever without prior written consent from the Company.

22. PROTECTION OF PERSONAL DATA

22.1 The Company and the Customer undertake to comply with the UK GDPR (and any successor legislation).

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