

Document UK-P.006-POL-01	Title: Standard Terms and Conditions of Sale	Revision 4.0
P006 - Commercial BMS		
Process owner: Commercial Department		Signature: (<i>electronic permissible</i>)
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Reviewed by: Conan Chitham from axiom law	Date reviewed: 12-Nov-2025	See email Confirmation form conan.chitham@axiomlaw.net  Ticket # 58310 CF622719.msg
Approved by: Rich Mears	Date approved: 12-Nov-2025	

Revision History

Revision	Date	Description of changes	Requested by
4.0	10-Nov-2025	Context moved into a policy template for revision control. Complete re-write. Track changes enabled overwriting previous version.	Rich Mears

1.0 Purpose

To document and show revision control of the following:

“Surface Technology International Ltd. - Terms and Conditions of Sale”

Contents of this document have been created and reviewed by the legal team

This is the editable version held in SharePoint DMR controlled by the QA BMS Team, for release to the Commercial Director:

- Prepare/amend to template – BMS Team
- Created and Reviewed – Designated 3rd part Legal team
- Approved – Commercial Director

2.0 Scope

To be published on the STI website by IT department stating date effective. (Section 3.0 wording only)

3.0 Policy

Terms and Conditions of Sale

These terms and conditions apply to all contracts between you, the Customer, and Surface Technology International Limited, (“STI”), for the supply of goods and/or services.

1. Definitions

To make these terms easier to understand, here's what some key words mean:

- **Bespoke Goods:** Printed circuit boards and other items custom made by STI for you according to your design and Specification.
- **Contract:** A legally binding agreement for STI to supply Goods and/or Services to you comprised of an Order accepted by STI.
- **Customer:** The person or company placing an order, receiving Goods/Services, or hiring Goods from STI.
- **Goods:** Any products supplied by STI, including Bespoke Goods, as specified in an Order.
- **Order:** Your signed written purchase order for Goods and/or Services, incorporating STI's Quotation and these Conditions.
- **Quotation:** STI's proposed price and details for the Goods and/or Services.
- **Services:** The manufacture and testing of Bespoke Goods, and any other services specified in the Order.
- **Specification:** The detailed design and technical specification / manufacturing instructions for the Bespoke Goods.
- **These Conditions:** The terms and conditions outlined in this document, including any special terms agreed upon in writing between STI and the Customer.

2. Agreement to These Conditions

These Conditions apply to all Contracts. By placing an Order, you agree to these Conditions. Any other terms, conditions, or representations you provide, or that are implied, are excluded. If any part of your Order contradicts these Conditions, it will not be part of the Contract or binding on STI unless it has been explicitly accepted in writing by STI.

Changes to the Contract or these Conditions are only valid if agreed in writing by STI.

3. Orders

An Order from you only becomes a binding Contract only once it has been accepted in writing by STI.

4. Price and Payment

4.1 Price

The price for Goods and/or Services will be the price stated in the Order, subject to changes as outlined below.

4.2 Quotations

- Quotations are valid for **one month** from their date, unless stated otherwise.
- You must accept a Quotation by placing an Order without any variation to the Quotation.
- If you try to accept a Quotation after it has expired, it will be considered a request for a new Quotation.

4.3 Export Prices

All export prices are "Freight On Board U.K. port" and **do not include packing or customs duties**, unless otherwise stated in the Quotation or Order.

4.4 Currency

All prices are in **pounds sterling**, unless otherwise stated in the Quotation or Order.

4.5 Payment Terms

- Payment is **due immediately** unless we have agreed credit terms with you when the payment will be due within the agreed period from the invoice date.
- You must pay all invoices in full and cannot deduct any amounts (set-off) or make counterclaims against invoices from STI.

4.6 Late Payment

If you fail to pay on time, STI may, without affecting any other of its rights:

- **Cancel** this Contract and any other contracts between you and STI.
- **Suspend** Services or further deliveries of Goods to you.
- Charge **interest** on the unpaid amount at a rate of Barclays base rate plus 4% **per month**, calculated daily from the invoice date until paid in full. This applies both before and after any court judgment.

4.7 Interim Invoices

STI may issue interim invoices for staged payment as set out in the Quotations.

4.8 Price Adjustments

STI reserves the right to adjust the price before delivery if its costs increase. This includes, but isn't limited to, increases due to:

- Your default.
- Rescheduling costs.
- Cancellation of any part of an Order.
- Not complying with agreed call-off or delivery schedules.
- Changes made by you to the Specifications of the Goods
- Increases in material, labour, transport, taxes, or service costs, including as a result of the imposition of tariffs.
- Currency fluctuations of 2.5% or greater affecting material, labour, transport, taxes, or service costs.

- Any other factors beyond STI's control such as, without limit, changes in law or regulation affecting the Order.

5. Delivery and Acceptance

5.1 Delivery Dates

- Delivery dates are estimates only and are not a guaranteed part of the Contract, unless STI expressly agrees to a guaranteed date in writing due to specific circumstances.
- STI is not liable for any loss or damage (direct or indirect) caused by delayed delivery even when we have been advised of such loss.
- It is your responsibility to arrange adequate insurance against the risk of delay if Goods and/or Services are needed by a specific date.

5.2 Delivery Timeframe

Delivery times run from the date:

- You provide STI with enough information to proceed with the Order; and
- Any required payment has been received and/or STI has confirmed your creditworthiness.

5.3 Postponed Delivery & Storage

If you request to postpone the delivery date beyond that stated on your Purchase Order, STI may, if it agrees to the request, invoice you immediately for the quoted value of any components already purchased and/or work done. You must pay the invoice immediately and issue any revised Purchase Order required.

If we agree to store completed Goods or any components or materials acquired by us for you or supplied by you, we may charge storage and warehouse management fees in accordance with our standard rates. Items subject to high-security storage requirements will attract extra charges for the duration of the storage.

5.4 Delivery Costs

Unless stated otherwise, delivery costs are not included in the purchase price.

5.5 Delivery Method & Export

If delivery costs are included, STI reserves the right to choose the delivery method, unless expressly agreed otherwise in writing.

If the Goods are to be exported outside the United Kingdom, you shall be solely responsible for obtaining any licences, clearances or consents and compliance with any regulations or laws relating to the export of goods. You will be the exporter of record in all cases unless specifically agreed otherwise. You will indemnify STI against any costs, charges or liabilities in relation to the export of the Goods

5.6 Third-Party Carriers

If delivery is made by post or a third-party carrier, their terms and conditions will apply and they will be liable for delivery once they have taken receipt.

5.7 Acceptance of Goods

- Goods are considered delivered and accepted by you as complete, satisfactory, and in full accordance with the Contract, unless you notify STI of an obvious defect or misdelivery (in terms of quantity or type) within 48 hours of receipt. Failure to notify us within that period will result in the waiver of all associated rights of rejection.
- If you notify us of a defect or misdelivery, you must then submit a complete written claim to STI providing details and evidence within 14 days of receipt. This is subject to the guarantee terms in Section 8.

5.8 Insurance During Delivery

You are responsible for insuring the Goods during delivery.

6. Ownership and Risk

6.1 Risk

The risk of loss or damage to the Goods passes to you upon delivery, or when STI offers delivery and you fail to take it, or when a carrier takes possession (whichever happens first). If STI agree in the Quotation or otherwise in writing) that your finished goods can be stored at STI premises until called down by you at which point risk transfers to you, and the inventory is treated as “customer managed inventory” by STI which you shall be responsible for insuring.

When agreed in advance by you, for the purpose of securing the supply chain, STI may sell materials/components to you ahead of manufacturing on a milestone basis (subject to contract) whereby risk transfers to you for items stored by STI upon arrival at STI premises, this inventory is treated as “customer managed inventory” by STI.

6.2 Ownership (Title)

- You do not own title to the Goods until STI has received full payment for all Goods (including any tooling or equipment purchased by STI to your requirements) in the Order.
- Until you own title to them, you must hold the Goods as a trustee for STI and, as far as reasonably possible, keep them stored separately and clearly identifiable as STI's property.

6.4 Repossession

If you don't pay on time, or if STI reasonably believes you are insolvent or unable to pay your debts, you irrevocably allow STI to enter your premises to repossess any Goods still owned by STI. STI will give you notice of its intention to do so. STI will not be liable for any damage caused during repossession and may use or sell those Goods, ending your right to possess, use, or deal with them.

6.5 Insurance by Customer

You must keep the Goods insured for their full replacement value until you have paid STI in full.

6.6 Right to Sue for Price

STI can still sue you for the price of the Goods, even if ownership has not yet passed to you.

6.7 Test Equipment and Other Material Provided by You

Any equipment or materials (including components for incorporation into goods) provided by you shall remain at your risk and must be insured by you. We will not be responsible for any defects arising from the use of components or equipment provided by you.

7. Intellectual Property Rights

7.1 Bespoke Goods

- Copyright and all other intellectual property rights in the Bespoke Goods, any designs provided by you and the Specification will belong to you, unless otherwise agreed.
- All know-how, manufacturing or other techniques (including without limit rights in software), used acquired, or developed by STI during the design and development of the Bespoke Goods, and all related documentation, will remain the property of STI.

7.2 Your Indemnity

You agree to indemnify and hold harmless STI against all costs, claims, expenses, and liabilities (including without limit professional fees) arising from any claim that STI's use of information or materials supplied by you (for developing Bespoke Goods) infringes the intellectual property rights of any third party.

8. Guarantee

8.1 STI Manufactured Goods

- STI guarantees that Goods it manufactures will be free from defects in materials or workmanship for the warranty period specified in the Quotation or, if no period is specified, the period specified below.
- STI's responsibility under this warranty is limited to repairing or replacing the Goods, at its sole discretion, if they are returned to STI in accordance with the return procedure below.
- STI is not liable for defects caused by:
 - Normal wear and tear.
 - Improper or unskilled handling or storage.
 - Any repair or attempted repair by anyone other than STI.
 - The Goods being subjected to unusual physical or electrical stress.
 - Any defect arising from your drawings, design, or the Specification.
 - Any defect in any materials or components provided by you
- The warranty period for STI's workmanship is 12 months from manufacture.
- The warranty period for all components or materials is 3 months from manufacture.

8.2 Third-Party Components/Products

For components or products not manufactured by STI but supplied as part of your Order in accordance with your design or specification, STI will (where possible) transfer to you any warranty rights it has against the manufacturer or supplier. These rights will replace any rights you might otherwise have had against STI for those items.

8.3 Warranty and Non-Warranty Repairs

- Products under warranty will be repaired free of charge, provided they meet the warranty terms. Repairs are covered by a 90 day warranty on parts and labour, starting from the repair completion date.
- Non-Warranty Repairs
 - For repairs of our products outside of warranty, repair charges will apply. A diagnostic fee may be charged, which will be credited toward the final repair cost if the service is approved and an estimate will be provided before proceeding with repairs.
- Return Authorization Process
 - You must obtain a Return Merchandise Authorization number before sending any product for repair, otherwise unauthorized returns will be rejected or returned at the customer's expense. The RMA request can only be submitted via the STI website.
- Shipping & Handling

Customers are responsible for shipping costs to STI. We recommend using a trackable shipping method; STI are not responsible for lost or damaged shipments.
You must ensure the product is properly packaged to prevent damage in transit.
- Repair Time

Standard repair processing time is 30 business days from receipt, subject to part availability . Expedited repair services may be available at an additional cost.
- Component Disposal

In the case of warranty and chargeable returns, STI will quarantine and/or dispose of any removed components.

8.4 Obsolescence

If we become aware that components or materials specified in the Specification are either no longer available or coming to the end of their availability or support life, whether during manufacture, the warranty period or in the course of any repair, we will notify you and cooperate reasonably with you to find substitute or alternative components, subject to any increased costs of such components being borne by you.

9. Limitation of Liability

9.1 Suitability for Purpose & Advice

- If Goods are sold for use in your trade or business, you must ensure they are fit for your intended purpose.
- You are solely responsible for validating any and all designs and specifications for any Goods.
- Any advice or recommendations given by STI during the Contract are made in good faith. However, such advice does not constitute a warranty by STI regarding its accuracy, and STI is not liable for any loss or damage (direct or indirect) you suffer by relying on such advice.

9.2 Specifications

STI will use reasonable care and skill to produce Goods in accordance with the Specification. STI is not responsible for errors in the Specification, drawings, electronic data, or bills of material approved or supplied by you.

9.3 Exclusion of Other Warranties

You agree that the specific obligations and warranties stated in these Conditions replace and exclude any other warranties, conditions, terms, undertakings, or representations of any kind (express, implied, statutory, or otherwise) related to anything supplied or any services provided under this Contract. This includes (but is not limited to) any warranty about the condition, quality, performance, or fitness for purpose of anything supplied.

9.4 Scope of Liability

The following provisions outline STI's entire liability to you for:

- Any breach of its contractual obligations under the Contract.
- Any wrongful act or omission by STI (including negligence) arising out of or in connection with the Contract. (each an "Event of Default.")

9.5 Unrestricted Liability

STI accepts unlimited liability for death or personal injury resulting from its negligence and any other liability that cannot be excluded or limited by law.

9.6 Exclusion of Indirect/Consequential Loss

STI will **never be liable** (including for negligence) for any special, indirect, or consequential loss or damage of any kind whatsoever. This includes, but is not limited to, loss of profit, contracts, bonuses, loss or corruption of data, loss of production, or loss of goodwill, even if STI was advised of their possibility or if such loss or damage was foreseeable.

9.7 Other Liabilities

In all other cases not covered by Condition 9.6, STI's total liability (whether in contract, tort, including negligence, or otherwise) for each Event of Default (or series of connected Events of Default) will not exceed the greater of £1,000,000 or the total amount you paid to STI for the Goods and/or Services listed in the Order.

9.8 Multiple Connected Defaults

If multiple Events of Default are connected or result in substantially the same loss, they will be treated as giving rise to only one claim under the Contract.

9.9 Opportunity to Remedy

You agree to give STI at least 30 days (after you notify them) to fix any Event of Default.

9.10 Time Limit for Claims

Except for claims involving death or personal injury (Condition 9.6), STI has no liability to you unless you notify STI of the Event of Default within one year of becoming aware of the circumstances, or when you reasonably should have become aware of them.

9.11 Acknowledgment of Risk

You acknowledge and agree that the way risk is allocated in this Condition 9 is reflected in the price of the Goods and/or Services.

9.12 Relief

STI will be relieved of all liability to the extent that it cannot fulfil its obligations due to:

- Compliance with any statute, rule, regulation, order, or requisition.
- Any cause beyond its control.

10. Circumstances beyond our control

Neither party will be liable for any delay or failure to perform its obligations (other than payment) under the Contract due to any cause beyond its reasonable control. Such delay or failure will not be considered a breach of Contract, and the time for performing the affected obligation will be extended for a reasonable period. Any costs or losses from such delays will be borne by the party incurring them.

11. Installation and Servicing

If the Contract includes installing or servicing Goods or other items at your premises or a third party's premises, you hereby indemnify STI for any liability, costs or expenses it incurs regarding:

11.1 Your Premises

- Any breach of duties (statutory or common law) on the occupier of the premises or persons employed there related to:
 - The condition of the premises.
 - Access to any work area.
 - The suitability and condition of any plant, equipment, or appliance used on the premises.
- Death or personal injury to anyone on the premises, or loss or damage to any property on or part of the premises.
- This indemnity does not cover death or personal injury caused by STI's or its employees' negligence.

11.2 Site Access

You must prepare the installation site and allow STI access during normal working hours to carry out the Contract or with reasonable notice you will provide access at other times.

11.3 Delivery on Time

You must ensure that delivery can be made on the intended delivery date notified by STI.

11.4 Staged Installation

STI may install the Goods in stages as set in the Quotation or otherwise agreed.

11.5 Your Responsibilities at Site

At your own expense, you must:

- Provide electric power needed by STI for installing and testing the Goods.

- Provide a suitable and safe working environment for STI's personnel and provide instructions to all STI site visitors on applicable health, safety and access policies and procedures.
- Ensure the site has the other necessary facilities specified in the Quotation.

11.6 Acceptance of Installation

Once installation is complete, STI will perform any necessary tests to ensure the Goods are working. When these tests are successfully completed, you will be deemed to have accepted the Goods and their installation.

11.7 Site Issues

If a site is not ready for installation, or if health, safety, or other hazards or conditions are discovered that differ from that which was disclosed before work started, STI may charge you for any mitigation or extra work required. This charge will be at STI's standard hourly rate and will include reasonable travel expenses.

12 Termination of Contract

12.1 Termination by STI

STI may immediately terminate the Contract by notifying you if:

- You fail to pay any invoice when due.
- You become bankrupt (if an individual) or go into liquidation, have a receiver/administrator appointed, fail to comply with a demand under Section 123 of the Insolvency Act 1986, are unable to pay your debts, or make any voluntary arrangement with creditors (if a company).
- You breach any of these Conditions and, if the breach is remediable, fail to do so with 10 Business Days.

12.2 Payment Upon Termination

If the Contract is terminated, you must pay STI all amounts due up to the termination date calculated by time spent at applicable rates, plus any expenses, including the cost of materials, incurred on your behalf. Following receipt of such payment, we will make available to you for collection any Goods (whether completed or not) and materials acquired specifically for you. We will also make available any materials or other items provided by you (such as testing equipment).

12.3 Circumstances beyond our control

Either party may terminate this Contract with written notice if an event beyond its "reasonable control" continues for a continuous period of three months and the parties are unable to find a commercially reasonable way to work around it.

14. General

14.1 Assignment

This Contract is personal to you. You cannot transfer or charge its benefits without STI's prior written consent.

14.2 Governing Law and Jurisdiction

This Contract will be governed by and interpreted in accordance with English law. Both parties agree to the exclusive jurisdiction of the English Courts.

14.3 Third-Party Rights

A person who is not a party to this Contract has no right to enforce any term of the Contract under the Contracts (Rights of Third Parties) Act 1999. This doesn't affect any existing rights or remedies they may have outside of that Act.

14.4 Notices

- Any notice required or permitted under these Conditions must be in writing (which includes email).
- It must be delivered by hand, sent by first-class post, to the other party's registered office or main place of business (or any other address notified in writing) or by email to enquire@sti-limited.com.
- **Notices sent by post are deemed to arrive:**
 - Inland mail: 48 hours after posting.
 - Overseas mail: 5 days after posting.
- **Notices sent by email are deemed to arrive:** On the date of dispatch if it's a business day, or on the next business day if not.

14.5 Waiver

If STI waives (doesn't act on) any breach of the Contract by you, it does not mean STI waives any future breach of the same or any other provision.

14.6 Headings & Severability

The headings in these Conditions are for convenience only and do not affect their interpretation. Any provision of these Conditions or the Contract that is found to be invalid or unenforceable shall be severed and the remainder of the Contract shall continue in full force and effect.

14.7 Survival

Any provisions or terms of this Contract which by their nature should reasonably survive termination (including without limitation indemnities, limitations of liability, intellectual property rights, and confidentiality obligations) shall remain in effect after termination.

14.8 Design and Pattern Disposal

If a design or pattern has not been used for over 3 years, STI may dispose of it without prior notification.