


24th April 2024

The logo for SITE-ARC is centered within a solid yellow square. The text "SITE-ARC" is written in a bold, black, sans-serif font and is underlined with two horizontal lines, one above and one below the text.

**SITE-ARC**

Stiln Ltd

# **BUSINESS TERMS AND CONDITIONS**

Document Author	
Name	Joshua Smith
Job Role/Position	Managing Director
Signature	

**Effective Date:** 01.01.2024

Please read these Terms and Conditions ("Agreement") carefully before using our products or services. This Agreement sets forth the legally binding terms and conditions for your use of Stiln Ltd's products and services.

- **Acceptance of Terms**

1.1. By accessing or using our products or services, you agree to be bound by this Agreement. If you do not agree to these terms, please refrain from using our products or services.

- **Description of Services**

2.1. Stiln Ltd is a manufacturer and provides engine driven welders, generators and associated products to its customers. The detailed description and specifications of the products or services can be found on our website or any relevant documentation.

- **Payment Terms**

3.1. Pricing: The prices for our products or services are communicated to you through means of quotation by one of our approved distributors, listed on our website or by direct written quotation. All prices are in GBP and are exclusive of applicable taxes, unless otherwise stated.

3.2. Payment Methods: We accept payments by bank transfers or other agreed-upon means. Payment must be made in full before the delivery of products or commencement of services, unless otherwise agreed in writing.

3.3. Subscription Services: If you subscribe to any recurring services, you agree to pay the subscription fee as specified, and the payment will automatically renew at the end of each subscription period until cancelled.

3.4. All goods remain, in full, the property of Stiln Ltd until paid for in full.

3.5. Overdue payments will incur interest at 5% over base rate, calculated weekly from the due date.

- **Delivery and Acceptance**

4.1. Delivery: For products, we will deliver them to the address provided by you at the time of purchase. For services, we will commence delivery as agreed upon.

4.2. Acceptance: Upon receipt of the products or completion of services, you shall inspect and verify their condition. If you find any defects or discrepancies, you must notify us within 7 days from delivery/completion for us to rectify the issue.

- **Intellectual Property**

5.1. Ownership: All intellectual property rights related to our products or services, including but not limited to trademarks, copyrights, patents, and trade secrets, shall remain the exclusive property of Stiln Ltd or its licensors.

5.2. License: We grant you a limited, non-exclusive, non-transferable license to use our products or services solely for your internal business purposes. You shall not modify, reproduce, distribute, or create derivative works based on our products or services without our prior written consent.

- **Limitation of Liability**

6.1. Indirect Damages: In no event shall Stiln Ltd be liable for any indirect, incidental, special, or consequential damages arising out of or in connection with the use of our products or services.

6.2. Total Liability: Our total liability, whether in contract, warranty, tort (including negligence), or otherwise, shall not exceed the amount paid by you for the product or service in question.

- **Termination**

7.1. Termination by You: You may terminate this Agreement by providing written notice to us. Any payments made prior to termination are non-refundable, unless otherwise specified.

7.2. Termination by Us: We may terminate this Agreement immediately if you breach any of the terms and conditions outlined herein.

7.3. Effect of Termination: Upon termination, your right to use our products or services shall cease, and you must return any borrowed or rented items. Termination does not relieve you of your payment obligations incurred before termination.

- **Governing Law and Jurisdiction**

8.1. This Agreement shall be governed by and construed in accordance with the laws of United Kingdom. Any disputes arising out of or in connection with this Agreement shall be subject to the exclusive jurisdiction of the courts of the United Kingdom.

- **Entire Agreement**

9.1. This Agreement constitutes the entire agreement between Stiln Ltd and you regarding the subject matter herein and supersedes all prior agreements and understandings, whether written or oral.

If you have any questions or concerns regarding this Agreement, please contact us at [sales@site-arc.co.uk](mailto:sales@site-arc.co.uk).

By using our products or services, you acknowledge that you have read, understood, and agreed to be bound by these Terms and Conditions.