



CONDITIONS OF SALE

1. CONDITIONS OF SALE. ORDERS

- 1.1. Unless otherwise stated in writing by Globus Americas LLC (hereinafter referred to also as "we," "us" or the "Supplier"), all quotations and contracts from us, the Supplier, for the sale of any goods (the "Goods") to the buyer placing an order (the "Buyer") are subject to the following conditions of sale (the "Conditions of Sale") which, at all times, override any terms and conditions or enquiries made by the Buyer of our Goods and any agreement being made verbally or in writing about Goods. The sale and delivery of any Goods by us following a quotation for supply of the same shall be made only upon these Conditions of Sale.
- 1.2. Any additional, inconsistent or different terms or conditions contained in a Buyer's order or other documents submitted to us by or on behalf of Buyer at any time, whether before or after the date hereof, shall be deemed a material alteration and not a rejection of these Conditions of Sale, and are expressly rejected by the Supplier.
- 1.3. Sales representatives have authority to transmit orders to the Supplier but are not authorized to accept orders or otherwise bind the Supplier in any way.
- 1.4. The Buyer's order for Goods constitutes a purchase offer by the Buyer. The Supplier shall be free, at its discretion, to accept or reject the order by issue of a written confirmation to the Buyer (an "Order Acceptance"). Order Acceptance is made on the understanding that these Conditions of Sale apply. Any conflicting terms included in our Order Acceptance shall prevail over these Conditions of Sale. When the Supplier has issued an Order Acceptance the Buyer may no longer cancel the order and a contract governed by these Conditions of Sale is deemed to be entered into by the Supplier and the Buyer.

2. PRICES AND PAYMENT TERMS

- 2.1. All published prices for Goods exclude applicable taxes and duties in the relevant jurisdiction which shall be borne by the Buyer. Published prices are correct at time of publishing and, these prices are subject to change by the Supplier without prior notice. The price charged to the Buyer for Goods will be the prevailing price at the time we issue an Order Acceptance. Prices exclude freight and insurance unless otherwise agreed in writing by the Supplier. Other costs such as special packaging costs, customs charges, classification fees, customs and duties and any other unexpected charges shall be paid by the Buyer unless agreed in writing in the Order Acceptance.
- 2.2. Payment for Goods becomes due and payable within 30 days of the date of Suppliers' invoice without set off or deduction unless otherwise agreed in advance in writing by the Supplier. If the Buyer requests credit terms, the Supplier may carry out credit checks. In the event that the Buyer does not make any payment when due, the Supplier may in relation to any outstanding order between the parties:
 - 2.2.1. terminate any outstanding order or quotations (including those for which it has issued an Order Acceptance);
 - 2.2.2. withhold and/or suspend any supplies of Goods;
 - 2.2.3. reduce the Buyer's credit limit;
 - 2.2.4. reduce and/or remove any discounts to the price of Goods made available to the Buyer; and all sums from the Buyer to the Supplier howsoever arising between the parties shall become due and payable in full.
- 2.3. If any sums due from the Buyer to the Supplier are not paid by their due date, the Supplier may charge the Buyer interest on overdue amounts at the rate of three per cent (3%) above the HSBC bank base rate until payment is made in full. The Buyer will reimburse the Supplier for all costs incurred by the Supplier in recovering payment, including the reasonable cost of instructing lawyers. In the event of any payment being returned by the Buyer's bank unpaid, the Buyer will reimburse the Supplier for any resulting bank charges incurred by the Supplier.
- 2.4. The Supplier may at any time, without notice to the Buyer, set off any liability of the Buyer to the Supplier against any liability of the Supplier to the Buyer, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under these Conditions of Sale. If the liabilities to be set off are expressed in different currencies, the Supplier may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Supplier of its rights under this clause shall not limit or affect any other rights or remedies available to it under these Conditions of Sale or otherwise.

3. RETENTION OF TITLE

- 3.1. Although risk in the Goods supplied passes to the Buyer on delivery, legal title on Goods does not pass to the Buyer until the Supplier has received full price payable for Goods for which payment is due. Until legal title passes, the Buyer shall hold the relevant Goods as the Supplier's fiduciary agent and bailee and shall keep them properly stored, protected, insured and identified as the Supplier's property. Until that time the Buyer is entitled to resell or use the Goods in the ordinary course of its business but shall account to the Supplier for their proceeds of sale and pending payment shall hold such proceeds on trust for Supplier, absolutely.

- 3.2. The Buyer's right to resell or use the Goods shall terminate automatically if a liquidator or (administrative) receiver or administrator of the Buyer is appointed or an order is made, or a resolution passed for the winding up of the Buyer (or any analogous events in the Buyer's jurisdiction takes place).
- 3.3. Until such time as legal title in the Goods passes to the Buyer, the Supplier may at any time require the Buyer, its liquidator, (administrative) receiver or administrator to return the Goods and/or may repossess the Goods by entering upon any premises of the Buyer or any third party where the Goods are reasonably believed to be stored.

4. WARRANTY AND LIMITATION OF LIABILITY

- 4.1. Representations regarding the composition and performance of the Goods are believed reliable, but THE SUPPLIER MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, REGARDING SUCH INFORMATION OR GOODS EXCEPT THAT THE SUPPLIER WARRANTS THAT IT HAS GOOD TITLE TO THE GOODS AND THE GOODS WILL CONFORM TO THEN CURRENT SPECIFICATIONS AT THE TIME OF DELIVERY. THE SUPPLIER EXPRESSLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 4.2. The Supplier's liability for breach of the above warranty, whether at law, in tort or in contract, shall not exceed the cost to Buyer of the defective Goods. IN NO EVENT WILL THE SUPPLIER BE LIABLE TO BUYER FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER OR NOT THE SUPPLIER HAS BEEN ADVISED OF THE POSSIBILITY OF SAME.

5. CLAIMS

- 5.1. Subject to clause 5.3, when notified of any breach of the above warranties by the Buyer, the Supplier shall, at its sole discretion, either:
 - 5.1.1. repair or replace the relevant faulty parts or Goods, or
 - 5.1.2. reimburse the purchase price of the Goods paid to the Buyer.
- 5.2. The parts or replacement for the Goods will be provided on an exchange basis. The Supplier may, at its discretion, require the Buyer to return to it the faulty part or Goods prior to replacement parts or goods being provided. If the Supplier agrees (acting reasonably) that the Goods as supplied do not conform to the warranties in clause 4.1 THE SUPPLIER WILL, AT ITS DISCRETION, ASSESS THE VALUE OF ANY ALLOWANCE OR REPLACEMENT FOR THE GOODS WHICH IT MAY AGREE TO MAKE TAKING INTO CONSIDERATION THE EXTENT/NATURE OF THE DEFECT, USE ALREADY MADE OF THE GOODS AND ANY OTHER RELEVANT FACTOR, BUT THE SUPPLIER'S MAXIMUM LIABILITY TO THE BUYER WILL ALWAYS BE LIMITED AS SET OUT IN CLAUSE 4.2.
- 5.3. Claims made against the Supplier in connection with defective Goods must be made in writing within ninety (90) days of the date of delivery or they are waived by Buyer and will not be considered by the Supplier. Claims for short shipments must be made within ten (10) days of delivery or they are waived. Defective Goods are subject to inspection and review by the Supplier prior to adjustment of the claim. ANY LEGAL ACTION AGAINST THE SUPPLIER IN CONNECTION WITH THE SALE OF GOODS, INCLUDING BUT NOT LIMITED TO QUANTITY, PRICES, PROMOTIONAL ALLOWANCES, PRODUCT PERFORMANCE, OR BREACH OF WARRANTY, UNDER ANY THEORY, MUST BE COMMENCED WITHIN TWO (2) YEARS OF THE DATE OF INVOICE. THEREAFTER, SUCH SUITS ARE BARRED, OTHER STATUTES OF LIMITATIONS NOTWITHSTANDING. Buyer agrees to this limitation of actions by placing an order with the Supplier.

6. TERMINATION

- 6.1. In addition, and without prejudice to any other right or remedy available to the Supplier, if the Buyer is in breach of any obligations under these Conditions of Sale the Supplier shall be entitled to serve on the Buyer a notice requiring the Buyer to remedy the alleged breach within fourteen (14) calendar days of the date of the notice. If the Buyer does not remedy the alleged breach within fourteen (14) calendar days thereafter, the Supplier shall be entitled to terminate the relevant contract, suspend further deliveries, and/or terminate any outstanding order or quotation without incurring any liability whatsoever as a consequence of this action.

7. DELIVERY

- 7.1. The following information must be included in every purchase order: Buyer Name; Bill to address; delivery address; purchase order number; date on which the product is required; Item, quantity, unit price and total order value; contact name; phone number and email address; and any special instructions.
- 7.2. Delivery will be made ex works unless agreed otherwise in writing by the Seller.



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- 7.3. The Supplier will use reasonable endeavors to meet any delivery date quoted but delivery dates are given and intended as an estimate only and if there are any circumstances whatsoever which prevent or delay delivery, the Supplier shall not be bound to supply or make delivery of any Goods ordered and shall NOT BE LIABLE FOR DAMAGES OR CONSEQUENTIAL LOSS.
- 7.4. Carriage will be charged to the Buyer unless otherwise agreed in writing, and as set out on the invoice.
- 7.5. Claims for non-delivery must be made to the Supplier within 10 days of date of dispatch shown on the Supplier's invoice.

8. PRODUCT INFORMATION AND AVAILABILITY

- 8.1. Whilst the Supplier has made every effort to ensure that details and information given in our catalogues both printed and on-line are accurate at the time of publication, full technical specifications are not included and furthermore, the Supplier's policy is one of continuous improvement and the right is reserved to alter details and information as the need arises. Accordingly, the Buyer should check any details and information they wish to rely on with the Supplier at the time of purchase. **THE SUPPLIER DOES NOT ACCEPT LIABILITY IN RESPECT OF ANY ERRORS OR OMISSIONS THEREIN OR FOR ANY LOSS OR DAMAGE, MALFUNCTION OR CONSEQUENTIAL LOSS ARISING FROM RELIANCE UPON OUR CATALOGUES, EXCEPT IN THE CASE OF FRAUD.**
- 8.2. Without prejudice to the above, the Supplier shall use reasonable endeavors to communicate to the Buyer without undue delay any change to the specification of any of its Goods in the catalogue, to the extent that they form the subject matter of any order pending or in place at the relevant time.
- 8.3. The Supplier reserves the right to withdraw Goods from sale and modify these Conditions without prior notice.

9. DISCLAIMER

- 9.1. Any products shown in our printed or on-line catalogues do not represent endorsement by the Supplier of any the goods, services or products of other organizations.
- 9.2. The color reproductions of the items featured in our printed or on-line catalogues are as accurate as the printing or electronic processes allow.

10. EXPORT TERMS

Buyer expressly acknowledges and agrees not to export, reexport, or provide Goods to any person, entity or destination prohibited under law from receiving such Goods, without obtaining prior U.S. Government authorization. The Supplier's warranties in Clause 4 apply only to the country to which the Supplier delivers the Goods and may be null and void for products exported outside of the United States and Canada. The Buyer takes full responsibility for ensuring that the Goods comply with the laws of the country of destination. Neither party shall take (or be required to take) any action that is impermissible or penalized, or refrain from taking any action that is required, under the laws of the United States or any applicable foreign jurisdiction, including without limitation any applicable antiboycott laws.

11. FORCE MAJEURE

The Supplier reserves the right to defer the date of delivery or to cancel the contract or reduce the volume of Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Supplier, including but without limitation, acts of god, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, suspension of Supplier's business activities ordered by law as a consequence of epidemic outbreaks, strikes or other labour disputes, or delays affecting carriers or inability or delays in obtaining supplies of adequate or suitable materials. If the force majeure shall continue unabated for ninety (90) consecutive days, the Supplier may, at its option, cancel any order so affected without liability.

12. LAW AND JURISDICTION

These Conditions shall be governed by the laws of the State of Delaware, USA, and the courts of Delaware shall have exclusive jurisdiction without reference to the choice of law, conflicts of law, or principles of any other state or country which might otherwise be applied. BUYER HEREBY CONSENTS TO JURISDICTION, PERSONAL AND OTHERWISE, OF SUCH COURTS, AND HEREBY WAIVES ANY OBJECTIONS OF ANY NATURE TO VENUE IN SUCH COURTS. The 1980 United Nations Convention on Contracts for the International Sale of Goods does not apply to these Conditions.

13. NON-GOVERNMENT CONTRACT

Unless otherwise agreed by the Buyer separately in writing, the Buyer does not accept government contract or grant related clauses or requirements through flow down, incorporation by reference or otherwise, including pricing and domestic preference requirements and makes no representations or certifications regarding compliance with any such government requirements, regulations or statutes.

14. MISCELLANEOUS

- 14.1. The Buyer shall comply with all applicable laws and shall provide the Supplier in a timely manner any information necessary for the Supplier to fulfil any obligations of disclosure under any applicable law.
- 14.2. The parties understand the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions ("Convention"), the US Foreign Corrupt Practices Act ("FCPA") and any other applicable anti-bribery and anti-corruption laws and each agree to comply with the Convention, the FCPA and the law.
- 14.3. If any provision of these Conditions of Sale or an order or contract is found to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall, to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness, be deemed severable and the remaining provisions of these Conditions of Sale and/or order/contract shall continue in full force and effect.
- 14.4. The Buyer shall not be entitled to assign these Conditions of Sale an order or contract placed under them or any part thereof without the prior written consent of the Supplier.
- 14.5. Failure or delay by either party in enforcing or partially enforcing any provision of these Conditions of Sale shall not be construed as a waiver of any of their rights.
- 14.6. Any variation to these Conditions of Sale by the Buyer shall have no effect unless expressly and agreed in writing by the Supplier.
- 14.7. The Supplier reserves the right to unilaterally modify or amend any portion of these Conditions of Sale at any time without prior notice. The current version of these Conditions of Sale and any modifications or amendments supersede all prior versions of these Conditions of Sale.
- 14.8. No part of any of the Supplier's publications, either printed or electronic may be reproduced or transmitted in any form or by any means including photocopying and recording, without the written permission of the copyright holder, application for which should be addressed to the Supplier.

Buyer hereby agrees to the above terms and conditions.

Signed by a duly authorized representative of the Buyer

Signed: _____

Position: _____

Name: _____

Date: _____

E-mail: sales@globusgroup.com

Online: www.globusgroup.com

