

## Terms and Conditions of Sale

1. **Application of Conditions;**

Any Purchase Order submitted to Globec (UK) Limited shall be considered as an offer to purchase on the part of the Buyer and shall be subject to acceptance in writing by Globec (UK) Ltd. These terms and conditions of sale shall be a part of such acceptance and shall prevail over any inconsistent terms of such Purchase Order, except as these terms and conditions of sale may be waived, altered or modified in writing by an authorised official of Globec (UK) Ltd.
2. **Prices;**

All prices quoted are exclusive of Value Added Tax where applicable. Goods of either domestic or foreign origin are included in Globec's quotation at prices based upon tariffs, duties or taxes wherever arising, upon prices of the domestic or foreign supplier, upon the appropriate rates of exchange, insurance and delivery. Globec shall be entitled at any time to adjust all the prices in the quotation or in any amended quotation by any variations arising as aforesaid and the Buyer shall be bound to pay the seller the adjusted price of the goods.
3. **Delivery;**

Every endeavour shall be made by Globec (UK) Ltd to deliver goods in accordance with the Buyer's order and subsequent written confirmation from Globec. Upon delivery the goods shall be and thereafter remain at the risk of the Buyer. Globec shall be excused for any delay in performance due to acts of God, war, riot, legal restrictions, labour controversies, delays in transportation, or any cause beyond the reasonable control of Globec (UK) Ltd.
4. **Terms of Payment;**

Payment for goods are strictly net 30 days from date of invoice unless otherwise agreed in writing with an authorised official of Globec (UK) Ltd. In the event that payment is not made by such date Globec (UK) Ltd shall be entitled to recover from the Buyer interest on any outstanding balance at the rate of 4% above Nat West Bank Base Rate per month for the time being in force from the date of Globec (UK) Ltd's invoice to the date of payment. In the event of non payment of goods at the appropriate time, Globec (UK) Ltd reserves the right to withhold deliveries to that buyer until such time as the outstanding amount has been cleared.
5. **Quantities;**

Globec (UK) Ltd reserve the right to over-ship or under-ship any order to the extent of 10% of the total specified quantity. Claims for further discrepancies must be made in writing within two weeks after receipt of goods by the Buyer.
6. **Warranties & Limitation of Liability Therefore;**

Globec warrants that it will replace defective goods sold by it, **provided**, that:

  - i) Buyer notifies Globec (UK) of any claims of defect in material or workmanship within 21 days after receipt of shipment; and
  - ii) Return of goods or parts is authorised by Globec (UK) and then returned to Globec within 10 days of such authorisation, transportation charges prepaid;
  - iii) Goods or parts are found to be defective in materials or workmanship upon examination by Globec (UK).

Goods shall not be considered as defective or non-conforming if they substantially fulfil performance requirements and are manufactured in accordance with either manufacturer's specifications or government specifications when applicable. This warranty will not extend to goods which have been subject to misuse, neglect, accident or improper installation, or which have been repaired or altered outside the manufacturer's factory. Globec shall not be liable for any expense incurred by the Buyer nor for any special or consequential damages, liquidated damages or penalties suffered by the Buyer or anyone else with respect to defective or non-conforming material.
7. **Title;**

Goods remain the property of Globec (UK) Ltd until such time that payment has been received in full for the said goods.
8. **V.A.T.;**

Value Added Tax shall be charged at the current legal rate if applicable.
9. **Modifications or Cancellations;**

Orders accepted by Globec (UK) Ltd cannot be modified or cancelled except with Globec's written consent and upon terms which will indemnify and protect Globec against all losses.
10. **Special Conditions;**

In the event of the Buyer's order form containing special printed conditions the order for the goods will only be accepted by Globec (UK) Ltd on the understanding that those conditions are not at variance with those of Globec, or, if there is any variance, such conditions have been waived by the Buyer.

Any product not marked with an asterisk does not come from an ISO 9000 approved source.