



Globe Power USA LLC
15044 Boudreaux Rd, Tomball, TX 77377, United States
Phone: +1 832-992-5501

Terms and Conditions of Sale

2025/2026 EDITION

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GLOBE POWER USA LLC TERMS AND CONDITIONS OF SALE

1. DEFINITIONS AND INTERPRETATIONS

1.1 In these terms and conditions (**Terms and Conditions of Sale**), unless specified to the contrary, the following words and phrases have the following meanings given to them:

Globe Power means Globe Power USA LLC of The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801

Agreement means the agreement between Globe Power and the Purchaser set out in these terms and conditions or any other document issued by Globe Power or accepted by Globe Power from the Purchaser and applies to all Products purchased by the Purchaser from Globe Power in United States of America.

Consequential Loss means any and all:

- a) consequential, special, indirect, exemplary or punitive loss, damage, cost, interest, penalty and/ or expense (whether actual, contingent or prospective) in relation to an event, fact, matter or circumstance; or
- b) loss of profits, loss of revenue, loss of goodwill, loss of opportunity and loss of savings, even if such loss could reasonably be considered to arise naturally from an event, fact, matter or circumstance,
whether arising in contract, tort (including negligence), equity or under statute.

Personnel means, in relation to a party, the party's officers, officeholders, employees, agents and subcontractors.

Product means the goods or products supplied or sold by Globe Power to the Purchaser from time to time.

Product Service means maintenance and servicing of the Product as may be required from time to time under a law, policy, standard or industry practice in the United States of America.

Purchaser means the purchaser of Products from Globe Power pursuant to these Terms and Conditions of Sale.

Interpretation

1.2 In the interpretation of these Terms and Conditions of Sale, the following provisions apply unless the context otherwise requires:

- 1.1.1 words importing the singular include the plural and vice versa;
- 1.1.2 words importing any gender includes both genders;
- 1.1.3 a reference to any matter or thing includes the whole and each part of it separately;
- 1.1.4 where a word or expression is given a particular meaning, other parts of speech and grammatical forms of that word or expression have a corresponding meaning;
- 1.1.5 a reference to a natural person includes a Supplier or other corporate body and vice versa;
- 1.1.6 a reference to any legislation, regulation, code or local law includes any modification, re-enactment or substitution of it;
- 1.1.7 the obligations imposed by these Terms and Conditions of Sale on or in favour of a party who is a natural person extends to his heirs, executors, administrators and assigns;
- 1.1.8 the obligations imposed by these Terms and Conditions of Sale on or in favour of a party which is a Purchaser or other corporate body includes its successors and assigns;
- 1.1.9 use of the word "including" is to be read and construed without limitation;

2. PAYMENT AND DELIVERY

2.1 By accepting a Product or Estimate from Globe Power, the Purchaser agrees to be bound by the terms in this Agreement, and the Purchaser agrees that the terms of these Terms and Conditions of Sale shall prevail, notwithstanding any inconsistency, conflict or ambiguity, in any terms and conditions of the Purchaser, to the fullest extent permitted by law.

2.2 When the Purchaser purchases a Product from Globe Power, Globe Power will charge the Purchaser, and the Purchaser agrees to pay:

- 2.2.1 the purchase price for each Product ordered; and
- 2.2.2 any delivery fee(s), which will be disclosed to the Purchaser at the time the order is placed; and
- 2.2.3 any administration fees, which will be disclosed to the Purchaser at the time the order is placed.

2.3 All prices, delivery fees and administration fees are in United States Dollars and include any applicable taxes.

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- 2.4 No deliveries will be made while payment is outstanding, and Globe Power will retain all legal and equitable title over the Product until it has received payment for the Product in full.
- 2.5 The Purchaser has agreed to pay any invoice within the terms as detailed in the latest revision of an estimate / pro forma invoice. Invoices sent to the Purchaser's email address by Globe Power will be deemed to have been received by the Purchaser on the date that the email is sent.
- 2.6 If the Purchaser does not pay Globe Power any amount owing on time or otherwise defaults on any of its obligations under these Terms and Conditions of Sale, Globe Power is entitled to claim any administrative, mercantile collection agent and attorney's fees and expenses arising from enforcing these Terms and Conditions of Sale and collecting the outstanding payment(s) from the Purchaser. If a Purchaser does not pay the amount of the invoice by the payment due date, a late payment fee of 4% per month, compounding monthly, may be imposed. In addition, without limiting clause 5.3, the purchaser will be liable to indemnify Globe Power for all expenses incurred by Globe Power in recovering any amounts which the Purchaser fails to pay by the payment due date (including any commission payable to any commercial or mercantile agents and legal costs). Where an invoice remains overdue for 3 days or longer, the Purchaser agrees and consents to Globe Power registering PPSR against the Purchaser for monies outstanding. Where an invoice remains overdue for 15 days or longer, the Purchaser agrees and consents to Globe Power taking all steps necessary to obtain possession of the Product including legal action, registering a debt, entering the Purchaser's premises, repossessing the Product/s and transport back to Globe Power premises at the Purchaser's cost and will be invoiced the applicable hire fees for the period when the Product was delivered until such time as collected by Globe Power.
- 2.7 Credit Card Payments: The Purchaser acknowledges that Globe Power may impose a charge for accepting payments by credit card in the amount of 1.5% of the total charges that would otherwise apply.

3. INSPECTION AND PRODUCT SERVICE

- 3.1 The Purchaser acknowledges that it has been afforded the opportunity to inspect the Product, including the opportunity to have a suitably qualified person inspect the Product.
- 3.2 The Purchaser acknowledges that Globe Power and its Personnel have not made any representations, and the Purchaser has not relied upon any representations by Globe Power or its Personnel, as to the quality or condition of the Product, its compliance with any relevant laws, standards, Product Services or the suitability of the Product for any purpose.
- 3.3 Unless otherwise agreed to in writing by Globe Power, where a Product Service is required in respect of the Product (whether in the past, present or future), the Purchaser shall be responsible for ensuring that the Product meets the Product Service requirements at its own cost.

4. TITLE AND RISK

- 4.1 To the greatest extent permitted by law, any and all risk in a Product pass to the Purchaser upon delivery of the Product and acceptance of a Product will be deemed to be upon inspection of them by the Purchaser and in any event within 1 day after delivery.
- 4.2 If the Purchaser does not pay Globe Power any amount owing on time or otherwise defaults on any of its obligations under these Terms and Conditions of Sale, Globe Power is entitled to claim any administrative, mercantile collection agent and legal costs (on a full indemnity basis) arising from enforcing these Terms and Conditions of Sale and collecting the outstanding payment(s) from the Purchaser.
- 4.3 The Purchaser agrees that it is responsible to ensure that the Products purchased from Globe Power conform to the Purchaser's requirements and are suitable and sufficient for the Purchaser's purpose.
- 4.4 If a Purchaser identifies any damage to a Product, it must inform Globe Power in writing within 2 days of delivery, providing details of the damage.
- 4.5 Other than by agreement, Globe Power will only accept returned Products if it is satisfied that those Products are defective and if required, has carried out an inspection.
- 4.6 Subject to the Purchaser's compliance with this clause and/or Globe Power's agreement, the Purchaser may return the Products and Globe Power will, as appropriate, repair, or replace, or refund the Products or part of them.
- 4.7 The Purchaser bears the risk and cost of returning a Product.

5. LIMITATION OF LIABILITY

- 5.1 To the fullest extent permitted by law:
- 5.1.1 Globe Power shall not be liable for any loss or damage incurred by the Purchaser or any third party, including any damage to property, or for any loss or damage caused by your negligence or the negligence of any third party acting on your behalf, or for any Consequential Loss;

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- 5.1.2 except as set out in these Terms and Conditions of Sale, or as imposed by law, no other term, condition, warranty, representation and/or understanding whether express or implied is given by, or on behalf of Globe Power, in respect of any Products purchased by the Purchaser;
- 5.1.3 the Purchaser shall rely on its own knowledge and expertise when purchasing a Product from Globe Power for any purpose, and any advice or assistance provided by Globe Power shall be accepted at the Purchaser's own risk and shall not be deemed to have been given as expert or adviser;
- 5.1.4 Globe Power shall have no liability for, and will not accept any claims for any Product if:
- 5.1.4.1 the Purchaser fails to provide the notice set out at clause 4.4 above; and/or
 - 5.1.4.2 the Purchaser makes any further use of such Products after giving notice under clause 4.4 above; and/or
 - 5.1.4.3 the defect arises because the Purchaser did not follow Globe Power' oral or written instructions about the storage, commissioning, installation, use and maintenance of the Products; and/or
 - 5.1.4.4 the defect arises from normal wear and tear of the Products; and/or
 - 5.1.4.5 the defect arises from misuse or alteration of the Products, negligence, wilful damage or any other act by Purchaser, Purchaser's employees or agents or any third parties; and/or
 - 5.1.4.6 after deliver, the Product is not in the condition it was delivered; and/or
 - 5.1.4.7 the Product has been used in a manner in which it was not designed;
- 5.1.5 the Purchaser acknowledges and agrees that any second hand or used Product sold by Globe Power is expressly purchased and sold "as is", "where is" and "with all faults" and Globe Power makes no representations or warranties, either express or implied, as to the condition of such Products;
- 5.1.6 Globe Power shall not be liable under these Terms and Conditions of Sale in respect of any Products to the extent that any third-party manufacturer is liable under a manufacturer's warranty for such Products (the benefit of which Globe Power will, to the extent possible, extend to the Purchaser);
- 5.1.7 Globe Power shall not be liable nor responsible for any failure to comply with any of the Purchaser's requirements or any other person which are not precisely and accurately communicated in writing directly to Globe Power and accepted in writing by Globe Power prior to delivery of a Product, and
- 5.1.8 where the Purchaser has elected not to engage Globe Power to perform Product Services on the product (whether to bring the Product up to past, present or future Product Service requirements), Globe Power shall not be liable nor responsible for any failure of the Purchaser or the Product to comply with any Product Service requirements.

5.2 A warranty in excess of any statutory warranty may be available at an additional cost for second hand or used Products sold by Globe Power on terms agreed in writing on a case-by-case basis between Globe Power and the Purchaser upon sale.

6. INSURANCE AND INDEMNITIES

6.1 The Purchaser acknowledges that obtaining proper and necessary licences and insurances may be required by law in connection with the Products sold by Globe Power and such licences and insurances are the sole responsibility of the Purchaser, at its own cost and expense.

7. COMPETITION AND CONSUMER RIGHTS

7.1 If the Purchaser sells any Products it purchases from Globe Power, it agrees that it will not make any representations in relation to the Products which are not:

- 7.1.1 contained in any materials supplied by Globe Power;
- 7.1.2 set out in any applicable manufacturer's warranty; or
- 7.1.3 approved in writing by Globe Power.

7.2 If the Purchaser on sells any Product it purchases from Globe Power to consumers who purchase them for the purposes of resupply, manufacture or repair of other goods, the Purchaser indemnifies Globe Power for any third party claim against Globe Power, to the fullest extent permitted by law.

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8. GENERAL

- 8.1 The provisions of this Agreement comprise the entire agreement between the parties and supersede all prior agreements and understanding between the parties in relation to the subject matter of this Agreement.
- 8.2 If any provision of this Agreement or its application to any person or circumstance is or becomes invalid or unenforceable the remaining provisions of this Agreement shall continue in full force and effect to the fullest extent permitted by law.
- 8.3 No party may waive or vary any provision of or right created by this Agreement except in writing signed by the party or parties to be bound.
- 8.4 Globe Power may exercise a right, power or remedy at its discretion separately or concurrently with any other right, power or remedy.
- 8.5 An exercise of any right, power or remedy does not prevent a further exercise of a power right or remedy and a failure to exercise or a delay in exercising any power right or remedy does not prevent its exercise.
- 8.6 Each provision of this Agreement is individually severable. If any provision is or becomes illegal, unenforceable or invalid in any jurisdiction, it is to be treated as being severed from this Agreement in the relevant jurisdiction, but the rest of this Agreement will not be affected.
- 8.7 This Agreement is governed and construed in accordance with the laws of United States of America. Any controversy or claim arising out of or relating to this contract or any actual or alleged breach thereof, which cannot be resolved amicably, shall be litigated solely in the state or federal courts located in the State of Texas.

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