

## **GLOBALCOM TERMS & CONDITIONS – SALES & SERVICE**

**HP Communications, Inc. doing business as GlobalCom (hereinafter referred to as "GlobalCom"). GlobalCom Satellite Communications is a provider of Inmarsat, Globalstar and Iridium Satellite Equipment. The following Terms and Conditions apply to all sales, rental and service agreements by GlobalCom Satellite Communications.**

**Payment and Sales Tax:** GlobalCom accepts cash, certified checks, wire transfers, and VISA, MasterCard, and American Express credit cards for all purchases and services. GlobalCom charges sales tax unless a Reseller's Exemption Certificate is furnished. Equipment is shipped subject to receipt of a completed and signed service agreement from the customer and credit approval. Based on its credit review, Globalcom may require an automatic credit card payment of monthly service and airtime.

**1. All Sales are Final:** As a standard practice, GlobalCom honors all manufacturers' warranties, and will assist customers in processing warranty claims, however all sales of equipment by GlobalCom are final. Refused or undeliverable shipment will be subject to a restocking fee of 20%. In addition to applicable shipping transaction and insurance fees.

**2. Shipping Status:** GlobalCom generally ships all orders within 24 hours of being placed, unless product is on back order, limited availability or special order status. Orders placed on weekends or holidays are shipped the following business day.

**3. Shipping Methods:** Products are shipped using FedEx.

**4. Restocking Fee:** Refused or undeliverable shipments will be subject to a restocking fee of 20% in addition to applicable shipping, transaction and insurance fees.

**5. Shipping Restrictions:** GlobalCom does not ship to APO addresses or Post Office Boxes.

**6. Back Orders:** At GlobalCom, we continuously update our product listings to ensure the accuracy of inventory availability. When a product is listed as out of stock, your order will be automatically placed on back order. GlobalCom charges your credit card for the entire order amount. Items placed on back order are shipped as soon as they become available from the manufacturer.

**7. Order Cancellation:** GlobalCom reserves the right to cancel a sale or to issue a Return Merchandise Authorization (RMA) for merchandise that is advertised in error, is unexpectedly out of stock, does not conform to specifications, or was shipped in error.

**8. Advertising Disclaimer:** GlobalCom is not responsible for product prices advertised in error. Advertised prices and available quantities are subject to change without notice. Prices advertised in the Special Deals email are valid for 5 days from date of issue.

**9. Fraud:** It is a violation of the law to place orders under a false name or with an invalid credit card. We have a sophisticated Fraud Control system that screens for suspicious orders, which are subject to investigation and possible cancellation by our Fraud Control team. Fraudulent ordering will be prosecuted to the fullest extent of the law. Please be aware that even if you do not give GlobalCom your real name, your Web browser transmits a unique address to us, which can be used by law enforcement officials to identify you. Both the FBI and the US Secret Service are responsible for investigating Internet fraud cases.

**10. System Availability:** GlobalCom makes every effort to maintain 100% system availability, except during scheduled maintenance periods. Should we experience technical difficulties, GlobalCom is not responsible for orders that are not processed or accepted.

**11. Limitation Of Liability:** The voice and data services provided by satellite service providers may be temporarily interrupted, delayed or otherwise limited and is not available everywhere in the world. GlobalCom makes no representation that its service providers can provide uninterrupted service. Furthermore, GlobalCom shall have no liabilities or credit due for interrupted service unless caused by any wanton acts of GlobalCom. GlobalCom shall not be liable for acts or omissions of other carriers, equipment failures or modifications, acts of God, strikes, government actions, or causes beyond our reasonable control. **GlobalCom makes no warranties with respect to the service or equipment of any kind whatsoever, expressed or implied, except as specifically provided in this agreement. The implied warranties of merchantability and fitness for any particular purpose are hereby disclaimed and excluded.** GlobalCom shall not be liable to its distributor or customer or any third party for any special, incidental, or consequential damages and Globalcom are specifically released from any such damages by Customer. Any liability of Globalcom for damages arising directly or indirectly from the performance of the agreement shall be expressly limited to the purchase price of the goods or services with respect to which damages are claimed.

**12. Governing Law:** The contract is governed by the law of the State of Texas and applicable tariffs.

**13.** Customer agrees to arbitrate under the terms located on enclosed document and at [www.globalcom-usa.com](http://www.globalcom-usa.com) arbitration agreement covers claims that (a) arise out of or relate to this Agreement and any Sales, Service, or Rental Agreement; (b) arise out of or relate to any past transactions or dealings between us; (c) arise out of or relate to any future transactions or dealings between us; and (d) disputes about whether any claims, controversies, or disputes between us are subject to arbitration to the extent permitted by federal law.

Company Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_\_

Name Printed: \_\_\_\_\_ Title: \_\_\_\_\_

(1) **Agreement to Arbitrate.** In mutual consideration of the sale and purchase of goods or services, you for yourself, your heirs, successors and assigns (the "Buyer") and we (the "Seller" and all of its directors, officers, employees, agents, parent corporations, subsidiary corporations, corporations affiliated with Seller by direct or indirect common ownership, and assigns) agree with limited exception as set forth herein, that any and all disputes, claims, or controversies of any kind and nature between us arising out of or relating to the relationship between us will be resolved through mandatory, binding arbitration. This agreement to arbitrate covers claims that (a) arise out of or relate to this Agreement and any Sales, Service, or Rental Agreement; (b) arise out of or relate to any past transactions or dealings between us; (c) arise out of or relate to any future transactions or dealings between us; and (d) disputes about whether any claims, controversies, or disputes between us are subject to arbitration to the extent permitted by federal law. Because you and we have agreed to arbitration, **both of us are waiving our rights to have disputes resolved in court by a judge or jury except as set forth below.**

(2) **Exceptions to Arbitration.** Notwithstanding any language in this Agreement to the contrary, in the event of a Default in payment by you the Buyer under any Sales, Service, or Rental Agreement, the Seller may seek its remedies in an action at law; and, its decision to do so shall not be deemed to be a waiver of its right thereafter to insist upon and seek specific enforcement of its rights under this Agreement, in the event that the Buyer shall assert a counterclaim or right of setoff in such judicial or non-judicial action.

(3) **Arbitration to Be Conducted by American Arbitration Association.** Except as modified hereby, the arbitration shall be conducted by the American Arbitration Association according to the rules and procedures of the American Arbitration Association.

(4) **Costs of Arbitration.** Each party shall bear its own costs of arbitration including all filing fees and legal expenses.

(5) **Location of Arbitration.** The arbitration hearing and proceedings shall be conducted in the offices of the arbitrator.

(6) **Law Applicable to Arbitration Proceedings.** The arbitrator is required to follow all substantive law applicable to any dispute, including, without limitation, the applicable statute of limitations. The arbitrator will be bound by the Federal Rules of Evidence, and must respect any applicable attorney-client privilege, attorney work-product privilege, and any other applicable privilege. The arbitrator is required to issue a written decision setting forth the decision and the reasons for that decision. You and we agree that the arbitrator's decision will be final, binding, and enforceable in any court of competent jurisdiction.

(7) **Judicial Review of Arbitrator's Decision.** Except as set forth herein, you and we agree that the arbitrator's decision **CANNOT BE APPEALED.** The arbitrator's decision is subject to judicial review only on the grounds set forth in Title 9, Section 10 of the United States Code, as well as on the ground that the decision, findings, or rationale of the decision is manifestly inconsistent with the terms of this Agreement, the Rental, Services, or Sales Agreement, or the Federal Arbitration Act.

(8) **No Class Actions or Joinder of Additional Parties.** You agree that you will not serve as a class representative or participate as a class member in an arbitration proceeding, that only your claims will be addressed in the arbitration proceeding, and that additional parties cannot be added to the arbitration proceeding unless you and we agree in writing before the arbitration. A dispute between us that is required to be arbitrated under this Agreement, will be arbitrated only between us, even if there are additional parties to the dispute or even if you make allegations that your dispute should be handled as a class action.

(9) **Severability and Reformation.** If it is ever determined that some portion of this Agreement is void, voidable, or unenforceable, or if the inclusion of some provision in this Agreement would render the Agreement unenforceable, you and we agree that the void, voidable, or unenforceable provision or the provision that renders the Agreement unenforceable will be severed from the remainder of the Agreement, leaving the remainder of the Agreement enforceable. You and we further agree that a court may reform any portion of this Agreement found to be void, voidable, or unenforceable, or the inclusion of which would render this Agreement unenforceable.

(10) **Federal Arbitration Act Applies.** The parties understand and agree that this arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act.

BUYER: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name Printed: \_\_\_\_\_ Title: \_\_\_\_\_

SELLER: HP Communications d/b/a Globalcom BY: \_\_\_\_\_

Its: \_\_\_\_\_