



GENERAL TERMS AND CONDITIONS OF BUSINESS

INTRODUCTION

These terms and conditions govern the relationship between Global Beam Telecom Communications Trading LLC / Global Beam Telecom L.L.C, formed under the law of United Arab Emirates with headquarters in Abu Dhabi, U.A.E and the Client, which form the basis of the Goods and Services provided by GBT.

DEFINITIONS

In these conditions of contract, the following expressions will have the following meaning:

- i. **GBT** shall mean Global Beam Communications Trading L.L.C whose office is located at Exchange Tower, Business Bay, Dubai or Global Beam Telecom L. L.C whose registered business located at Business Central Towers, Hamdan Street, Abu Dhabi.
- ii. Client will be any company, partnership or person purchasing goods or services directly or indirectly through GBT.
- iii. Contract shall mean this contract and any associated quotation made by GBT.

STANDARD SALE ORDER PROCESS

Client request for goods or services shall be addressed by GBT through its standard sale order process which is described as below.

- A. QUOTATION – Client must make sure that they have received official quotation from GBT sales representative with all the terms and conditions related to the supply. Validity of the quotation will be 7days unless otherwise specified therein.
- B. PURCHASE ORDER – An official purchase order from client is mandatory in case if it is a company. However, if the client is a person, he/she can order by email confirmation.
- C. DELIVERY – Goods are offered EXWORKS at GBT warehouse facility in Jebel Ali, Dubai, U.A.E

All costs related to delivery arrangements shall be borne by Client, unless otherwise agreed for any other options with GBT.

TRANSFER OF TITLE TO THE GOODS

Title to the goods will remain to GBT until the client complete full payment for the subject invoice. It is the responsibility of the client to return the product without any damage or wear and tear in case the client failure to make payments within a reasonable time. All expenses related to such return of products to be borne by the client.

PRICE

Prices are expressed in United State Dollars (USD) unless specifically offered in other currency through quotation or email confirmation.

TAXES

All prices mentioned in the price list excludes taxes, customs, or excise duty. GBT will have the right to charge Value Added Tax or any other form of taxes or duties over and above the price of products or services in adherence to the law of U.A.E. Also, Client must provide necessary information or documents to GBT if such information or documents are required for compliance of tax laws or any other laws of U.A.E.



PAYMENT TERMS

GBT do business on 100% advance payment unless specifically agreed on other terms with standard credit check.

WARRANTY & LIABILITY

Any warranty offered on any goods or services purchased directly or indirectly through GBT shall be as per the terms and conditions set out by the manufacturer. GBT cannot be held liable for any breach of warranty by the manufacturer.

GBT may offer a replacement service for goods purchased which found to be faulty from date of purchase, subject to the failure being reported to the Customer Service Team within 2 weeks of dispatch.

FORCE MAJEURE

GBT shall not be in breach if any obligation suffers from force majeure ("**Force Majeure**"). Force Majeure includes any extraordinary circumstances such as fire, traffic impediment or transport problems, strikes, illness, mobilization, state of siege, (threat of) (civil) war, disturbances, or riots, import or export impediment and any other governmental measure or regulation, as well as any other circumstance that is beyond GBT's control and which would result in GBT's inability to perform in accordance with the Agreement.

COMPLIANCE WITH LOCAL LAW

It is the responsibility of the client to look after compliance with local law in relation to the trade, use of products or services (e.g., licensing, type approval or any other restriction) supplied by GBT in the destination country.

GBT will not be held liable for any loss or damage incurred to the client due to customs confiscation or government ban on import or use of such products or services supplied by GBT.

UAE AND GLOBAL TRADE COMPLIANCE

GBT is in strict compliance with UAE Law related to all type of Economic Sanctions or Export Controls as well as other international Law for combating terrorism and anti-money laundering. GBT may ask more details about the Client as a precautionary measure to avoid trade with a person or entity whose name is listed either in UAE Local Terrorist List or United Nations Security Councils Consolidated List.

It is the responsibility of the Client, while transferring the products or services provided by GBT to a third party, to comply with applicable Global Trade Laws including:

- a. The UAE regulation on Targeted Financial Sanctions as per cabinet Resolution No.74 of 2020.
- b. The United Nations Security Council Sanction Policies.
- c. The U.S. Export Administration Regulations ("EAR") administered by the U.S. Commerce Department's Bureau of Industry and Security ("BIS"),
- d. The U.S. International Traffic in Arms Regulations ("ITAR") administered by the U.S. State Department's Directorate of Defence Trade Controls ("DDTC"),
- e. The economic sanctions rules and regulations administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"),
- f. European Union ("EU") regulations on export controls and sanctions,
- g. All relevant regulations made under any of the foregoing, and other applicable economic sanctions, export control, or import laws.

In the event of any export, re-export, or other dealing in controlled products, technology, services, or information, whether directly or indirectly, Client will first obtain all necessary written consents, permits, and authorizations, and complete such formalities as may be required by, any applicable global trade laws.



Client will guarantee by appropriate measures that there will be no infringement of an embargo imposed by the UAE, by the European Union, by the United States of America and/or by the United Nations by such transfer, by brokering of contracts concerning those goods, works and services or by provision of other economic resources in connection with those goods, works and services, also considering the limitations of domestic business and prohibitions of by-passing those embargos.

Any costs or damages resulting from a breach of this Clause shall be borne the Client. Client shall indemnify and hold harmless GBT from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to any non-compliance with export control regulations by Client, and shall compensate GBT for all losses and expenses resulting thereof.

A number of these restricted party lists are available online for reference. For example, the regulations of all applicable Sanctioned Party or Designated Persons Lists are available at

1. <https://www.uaeiec.gov.ae/en-us/un-page?p=2#>
2. <https://www.treasury.gov/resource-center/sanctions/SDN-List/Pages/default.aspx>.

DISPUTE RESOLUTION & APPLICABLE LAW

In all cases, any dispute between GBT and Client will be governed under the law of Dubai, United Arab Emirates.