GlobePay Limited POS Terminal Purchase Terms

Updated in August 2026

1. Introduction and Scope

These POS Terminal Purchase Terms (the **"Terms"**) govern the purchase of point-of-sale terminals and related accessories (the **"Products"**) from GlobePay Limited (**"GlobePay"**, **"we"** or **"us"**), a company registered in England and Wales under company number 11399473, with its registered office at 23 Franklin Building, 10 Westferry Road, London E14 8LS.

Products are sold exclusively to businesses that have entered into, and continue to hold, a merchant payment processing agreement with GlobePay (**"Merchant Agreement"**) and who purchase Products for use in connection with that business (**"Merchant"** or **"you"**). Products are not sold to, and the Terms are not intended for, individual consumers acting for purposes wholly or mainly outside a trade, business, craft or profession.

As a result, the Terms are a business-to-business arrangement. The statutory protections available to consumers under the Consumer Rights Act 2015 and the Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 (including the 14-day cancellation right for distance contracts) do not apply. Instead, the terms implied into contracts for the sale of goods to businesses by the Sale of Goods Act 1979 (including as to satisfactory quality, fitness for purpose and correspondence with description) apply, together with the specific terms of the Terms.

These Terms apply in addition to, and do not replace, the Merchant Agreement. Where there is a direct conflict between the Terms and the Merchant Agreement in relation to the purchase, return or refund of a Product, the Terms prevail in relation to that subject matter only.

By placing an Order for a Product, you confirm that you accept the Terms in full.

2. Definitions

Term	Meaning
"Merchant Agreement"	the merchant payment processing agreement you have entered with GlobePay.
"Business Day"	a day other than a Saturday, Sunday or public holiday in England.
"Order"	a request by you to purchase one or more Products, submitted through GlobePay's website, sales team or other order channel GlobePay makes available.
"Terms"	this POS Terminal Purchase Terms, as amended from time to time in accordance with clause 15.2.
"Price"	the price payable for a Product as confirmed in GlobePay's Order confirmation.
"Product"	a POS terminal or related accessory sold by GlobePay to you, as described in the relevant Order.

3. Orders and Formation of Contract

3.1. An Order is an offer by you to purchase the Products described in it, on these Terms. No contract is formed until GlobePay accepts your Order, whether by written confirmation, dispatch confirmation, or delivery of the Product, whichever happens first.

3.2. GlobePay may decline or cancel any Order, in whole or in part, at any time before acceptance, including (without limitation) where: (a) the Product is unavailable; (b) an error in pricing or description is identified; (c) GlobePay reasonably suspects fraud, money laundering or other financial crime; (d) accepting the Order would place GlobePay in breach of any law, regulation or requirement of the Financial Conduct Authority ("FCA") or other competent authority; or (e) you do not hold a current Merchant Agreement with GlobePay, or your Merchant Agreement has been terminated.

3.3. If GlobePay cancels an Order after payment has been taken, GlobePay will refund the amount paid in full within 14 Business Days.

3.4. Following acceptance of an Order, GlobePay will issue an invoice to the Merchant. Unless otherwise agreed in writing, payment must be received in full within 14 calendar days of the invoice date. GlobePay will normally dispatch the Product within 5 Business Days after receiving payment in cleared funds.

4. Price and Payment

4.1. The Price is quoted in pounds sterling. Unless otherwise stated in GlobePay's quotation or invoice, VAT will be payable in addition to the Price at the applicable rate.

4.2. Payment must be made in full, in cleared funds, to the designated bank account and by the due date stated on the invoice. GlobePay is not obliged to dispatch any Product until payment has been received in full.

4.3. GlobePay may correct any genuine pricing or typographical error at any time before dispatch. If the corrected Price is higher, you may cancel the Order for a full refund.

4.4. GlobePay will not set off, deduct or withhold any sum owed to it under the Terms against funds it holds or processes on your behalf, under the Merchant Agreement, including any funds safeguarded in accordance with the Payment Services Regulations 2017. Any amount properly due and unpaid under the Terms may only be recovered as a separate debt.

5. Delivery

5.1. GlobePay will deliver Products to the address you provide in your Order. Estimated delivery dates are given in good faith but are not guaranteed, and time for delivery is not of the essence.

5.2. If delivery is delayed by an event outside GlobePay's reasonable control, clause 15.5 (Force Majeure) applies and GlobePay will not be liable for the delay.

5.3. The Merchant must inspect the Product promptly upon delivery. Any shortage, transit damage or obvious defect must be reported to GlobePay within 3 Business Days of delivery. Failure to notify GlobePay within this period will constitute acceptance of the Product as delivered, except in respect of latent defects covered by the warranty in clause 9.

6. Title and Ownership

6.1. Risk passes to the Merchant upon delivery of the Product to the delivery address specified in the Order.

6.2. Ownership (title) in a Product does not pass to you until GlobePay has received payment in full for that Product.

7. Always Contact Us Before Returning a Product

If you have any issue with a Product, you must first contact us by email at sales@globepay.co or by telephone on +44 (0)20 8226 5115, describing the issue and providing your Order or invoice reference. We may suggest an exchange for a Product. We will aim to provide the best solution as quickly as possible.

8. Return and Refund

8.1. **Return Eligibility.** GlobePay does not accept returns of non-defective Products simply because the Merchant changes its mind, orders the wrong Product, no longer requires the Product or for any other reason unrelated to the Product's condition. A Product may only be returned where:

a) GlobePay supplied the wrong Product;
b) the Product was damaged in transit;
c) the Product has a Defect covered by clause 9 or clause 10; or
d) GlobePay has expressly agreed in writing to accept the return.

Products will not be eligible for return where they have been damaged through misuse, accident, unauthorised modification, improper installation, liquid ingress, abnormal operating conditions, or any other cause outside GlobePay's reasonable control.

8.2. **Return Request.** Before returning any Product, the Merchant must contact GlobePay by email at sales@globepay.co or by telephone on +44 (0)20 8226 5115 to request return authorisation. The Merchant must provide sufficient information to enable GlobePay to assess the request, including where applicable:

- Merchant ID;
- Order or invoice number;
- Product serial number;
- description of the issue;
- photographs of any visible damage; and
- any other information reasonably requested by GlobePay.

Products returned without GlobePay's prior authorisation may be refused and returned to the Merchant at the Merchant's expense. Before returning a Product, the Merchant must follow GlobePay's instructions to remove any locally stored business or personal information, where technically possible. GlobePay may securely erase or reset a returned Product and is not responsible for loss of information stored on it.

8.3. **Inspection of Returned Products.** Upon receipt of a returned Product, GlobePay will inspect the Product to determine whether it satisfies the applicable return or warranty conditions. GlobePay may carry out such testing or inspection as it reasonably considers necessary. GlobePay may reject a return request where, including but not limited to:

- no Defect is found;
- the Product has been damaged by misuse, accident, liquid ingress, improper installation or unauthorised modification;
- the Product is returned incomplete or with missing accessories;
- the Product is outside the applicable warranty period;
- the Product was returned without prior authorisation; or
- the Product does not otherwise satisfy these Terms.

Where GlobePay rejects a return, GlobePay may return the Product to the Merchant at the Merchant's expense.

8.4. **Refunds.** Where GlobePay approves a return following inspection, GlobePay will process the applicable refund within 10 Business Days after GlobePay approves the return and receives all information reasonably required to process the refund. Unless otherwise agreed, refunds will be made using the original payment method used for the purchase unless otherwise required by law. Where payment was made by bank transfer, the refund will normally be made to the same bank account from which payment was received.
Refunds will only be made in respect of the Price actually paid for the returned Product. Any delivery charges or other fees will only be refunded where GlobePay determines that:

a) the wrong Product was supplied;
b) the Product arrived damaged; or
c) the Product was confirmed by GlobePay to have been defective upon delivery.

Nothing in this clause affects the Merchant's statutory rights that cannot lawfully be excluded.

8.5. **Shipping Costs.** Where GlobePay confirms that a) the wrong Product was supplied; b) the Product arrived damaged; or c) the Product was defective upon delivery, GlobePay will reimburse reasonable return postage costs and will bear the cost of shipping the replacement Product.
Where a Product is returned under warranty after a period of use, the Merchant is responsible for the cost of returning the Product to GlobePay unless otherwise agreed in writing. GlobePay will bear the cost of shipping any repaired or replacement Product back to the Merchant.
If GlobePay determines that the Product is not defective or that the claimed Defect is not covered by these Terms, the Merchant will be responsible for the return shipping costs and any applicable handling or inspection fee notified by GlobePay.

9. Warranty

Operation of the Product may depend on mobile, Wi-Fi, broadband, SIM, third-party software and payment network availability. GlobePay does not guarantee uninterrupted connectivity or transaction processing where an interruption is caused by a third-party network or service outside GlobePay's reasonable control.

Each Product is supplied with a 12-month limited hardware warranty from the date of delivery. During the warranty period, GlobePay will facilitate claims under the manufacturer's warranty for a Product affected by a qualifying Defect.

We are not liable for any damage or defect caused by improper use, accident, malicious damage, excess humidity, liquid ingress, electrical stress, or other conditions not commonly found in a normal and safe working environment.

GlobePay is not responsible for replacing a Product that is lost, stolen or damaged outside the warranty.

Except as expressly provided in the Terms, GlobePay gives no additional warranties other than those which cannot lawfully be excluded or restricted. Your exclusive remedy for a defective Product is repair, replacement or refund under clause 10.

10. Replacement of Defective Products

10.1. **How to Replace a Defective Product**. For the purposes of the Terms, a "Defect" means a manufacturing or hardware fault causing the Product to fail to operate substantially in accordance with its published specifications under normal and intended use. A Defect does not include:

- accidental damage
- misuse
- liquid damage
- cosmetic wear
- incorrect installation
- network connectivity
- SIM failure
- third-party software
- user error

If a Product has a Defect, you may return it for replacement within the warranty period, as follows:

1) Contact us at sales@globepay.co or +44 (0)20 8226 5115 before returning the Product, and describe the suspected defect, so we can try to resolve it remotely.
2) If we authorise you to return the Product, package it, together with all original accessories, in the original box.
3) Ensure the Product is packed in a way suitable for transportation, protecting it from mechanical damage in transit.
4) Provide the original, or a clean and true copy of, the invoice or receipt for the purchase.
5) The defect must occur within the valid warranty period. We may, but are not obliged to, replace a Product where the defect occurs after the warranty period has expired.

10.2. Replacement and repair

1) Where you return a defective Product, we will aim to replace it as soon as possible and, in any event, no later than 14 days from the date we receive it. A repaired or replaced Product is warranted for the unexpired balance of the original warranty period.

2) We are not obliged to replace the Product, and you are not entitled to a refund, if we determine that you caused the defect.

3) If we determine that a returned Product is not in fact defective and is functioning correctly, we may charge a Handling Fee of £20.00 (twenty pounds), plus any shipping costs incurred. GlobePay will invoice the Handling Fee separately. For the avoidance of doubt, GlobePay will not deduct any amount due under the Terms from customer settlement funds or safeguarded funds processed under the Merchant Agreement. We will retain the returned Product if you have already received a replacement; otherwise, it will be shipped back to you.

4) GlobePay may, at its sole discretion:

- repair the Product;
- replace the Product;
- replace it with a refurbished Product of equivalent functionality;
- or provide a refund where repair or replacement is not commercially reasonable.

If you have any outstanding payments due to us, we will complete the return process only once that payment obligation has been settled.

11. Where to Return Your Products

When returning Products in any of the circumstances described in the Terms, please note the following:

Return Products by post, using a secure and trackable postal service, to:

GlobePay Limited
30 Churchill Place
London
United Kingdom
E14 5RE

To ensure a faster response, please also email us at sales@globepay.co.

12. Software and Intellectual Property

12.1. Products may include software, firmware or applications licensed (not sold) by GlobePay or its licensors. We grant you a non-exclusive, non-transferable licence to use such software solely to operate the Product in connection with the Merchant Agreement, for as long as the Merchant Agreement remains in force. Purchase of a Product does not guarantee continued access to GlobePay's payment processing services. If the Merchant Agreement terminates or expires, GlobePay may remotely deactivate the payment application and related services. The Merchant will retain ownership of the physical Product, but the Product may no longer be capable of processing payments through GlobePay. Termination of the Merchant Agreement does not entitle the Merchant to a refund of the Product Price, except where the Product is otherwise eligible for a refund under these Terms.

12.2. You must not copy, modify, reverse-engineer, decompile or create derivative works of any such software, or use it other than as permitted under this clause 12.

12.3. All intellectual property rights in the Products, any software and GlobePay's trademarks remain owned by GlobePay or its licensors. The licence in this clause 12 terminates automatically on termination of the Merchant Agreement or on any resale or transfer of the Product without our prior written consent.

13. Data Protection

Where GlobePay processes personal data in connection with the sale, delivery or support of a Product, it does so as a data controller in accordance with the UK General Data Protection Regulation and the Data Protection Act 2018, and as described in GlobePay's Privacy Policy.

The Merchant must keep the Product secure, use it only in accordance with GlobePay's instructions, and must not open, tamper with, modify, relocate or permit any unauthorised person to access the Product. The Merchant must immediately notify GlobePay if the Product is lost, stolen, damaged, tampered with or suspected of being compromised.

14. Anti-Bribery and Sanctions

Each party warrants that it will comply with the Bribery Act 2010 and all applicable UK and international sanctions, export control and anti-money laundering laws. GlobePay may suspend performance of, or cancel, any Order if it reasonably believes that you, or any of your personnel, are in breach of this clause 14 or are or become subject to applicable sanctions.

15. General

15.1. **Delivery by Employee.** Where a Product is delivered by a GlobePay representative, the Merchant's signature on the delivery note confirms receipt of the Product in its apparent good condition and quantity, without prejudice to the Merchant's rights in respect of any latent defect.

15.2. **Variation.** GlobePay may amend the Terms at any time by publishing an updated version in the legal documents section of its website. The updated version applies to Orders placed after the date it takes effect; an Order already accepted remains governed by the version of the Terms in force at the time that Order was placed.

15.3. **Regulatory cooperation.** Nothing in the Terms restrict GlobePay's ability to comply with its regulatory obligations. GlobePay may take any action reasonably necessary to comply with applicable law, FCA rules, or a direction of the FCA or other competent authority, including suspending supply of Products, requiring the return of a Product, or suspending or terminating rights under the Terms.

15.4. **Relationship with the Merchant Agreement.** The Terms are separate from, and additional to, the Merchant Agreement. Termination or expiry of the Merchant Agreement does not affect payment obligations that have already accrued under the Terms, and does not affect your ownership of any Product for which title has already passed to you under clause 6.

15.5. **Force majeure.** Neither party is liable for any failure or delay in performance caused by an event beyond its reasonable control, including natural disaster, industrial action, supplier failure, pandemic, or cyberattack. If such an event continues for more than 60 days, either party may terminate the affected Order on written notice.

15.6. **Limitation of liability.** Nothing in the Terms limit or exclude either party's liability for death or personal injury caused by negligence, for fraud or fraudulent misrepresentation, or for any liability that cannot be limited or excluded by law. Subject to that, GlobePay's total liability arising out of or in connection with the Terms (whether in contract, tort, including negligence, or otherwise) will not exceed the total Price paid by you for the relevant Product(s) before the event giving rise to the claim, and GlobePay will not be liable for any indirect or consequential loss, or for loss of profit, revenue, business, goodwill or data.

15.7. **Entire agreement.** These Terms (together with any Order confirmation) are the entire agreement between you and GlobePay in relation to the purchase, return and refund of Products, and supersedes all prior discussions or representations on that subject matter.

15.8. **Severability.** If any provision of the Terms is found to be invalid or unenforceable, the remaining provisions continue in full force and effect.

15.9. **No waiver.** A failure or delay by either party to exercise any right under the Terms does not waive that right.

15.10. **Third party rights.** A person who is not a party to the Terms has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.

15.11. **Assignment.** GlobePay may assign or transfer its rights and obligations under the Terms at any time. You may not assign or transfer your rights or obligations without GlobePay's prior written consent.

15.12. **Notices.** Notices under the Terms must be in writing and sent by email to sales@globepay.co (to GlobePay) or to the email address you provided with your Order (to you).

15.13. **Governing law and jurisdiction.** These Terms, and any dispute or claim arising out of or in connection with it (including non-contractual disputes or claims), is governed by the law of England and Wales, and the courts of England and Wales have exclusive jurisdiction.