

A. Sales Terms and Conditions

1. Applicability

BY COMPLETING A PURCHASE OF A WAVE FROM Golfzon (“Golfzon” or “we”), YOU HEREBY AGREE TO BE BOUND BY AND ACCEPT THESE TERMS SET FORTH ON Golfzon’s WEBSITE (the “Site”). Terms can vary for purchases from other resellers.

2. Cancellation

By placing your order, you accept and are bound to these terms. If you have placed an order but do not wish to be subject to these terms, you must cancel within 24 hours of order placement or prior to shipment, whichever is sooner, or return your purchase in accordance with Golfzon’s Return Policy (See below). By signing the receipt of delivery for your Golfzon equipment, you agree to these Sales Terms and Conditions.

3. Payment

Payment for the product(s) can be completed via accepted payment method by your sales channel. Your order is subject to cancellation by Golfzon, in Golfzon’s sole discretion. Golfzon is not responsible for pricing, typographical or other errors in any offer by Golfzon and reserves the right to cancel any orders arising from such errors.

4. Shipping Charges; Taxes; Title; Risk of Loss

Shipping, handling and taxes are additional fees unless indicated otherwise at the time of sale. Ownership of the product(s) shall remain with Golfzon and shall not pass to customer until payment has been completed in full and received by Golfzon. Risk including that of damage and/or loss of the product(s) shall pass to the customer upon delivery to a carrier used by the customer, or on delivery to the customer if Golfzon designated the carrier. Customer is responsible for sales tax, transaction fees and other costs associated with the order, unless a valid and correct tax exemption certificate is provided. Shipping and delivery dates are estimates.

Customer indemnifies and holds harmless Golfzon and its officers, members, managers, employees, agents, contractors, sub-licensees, affiliates, subsidiaries, successors and assigns from and against any and all damages, liabilities, costs, expenses, claims and/or judgments, including without limitation, attorneys’ fees, disbursements and loss of income that may be incurred due to purchase and operation of any Golfzon product.

5. Warranty; Software; Support

Golfzon Warranties, Software and Support terms and condition can be found online here or in the documentation provided with the purchase of a Golfzon product(s).

6. Return Policy

Golfzon hardware may be returned for a refund within 30 days of the date of purchase, less shipping and any applicable restocking fees. All product(s) and related components must be returned to Golfzon in the same condition as it was received and with all of its original packaging (Including boxes, bags, accessories, etc.). Customer assumes risk of loss, and is responsible for shipping and handling fees for returning product. A return can be started by emailing wavesupport@golfzon.com or visiting <https://golfzonwave.zendesk.com/hc/en-us>.

8. Notice

Golfzon may revise these terms at any time without notice. By placing an order, you agree to be bound by the latest version of these Sales Terms and Conditions.

B. Warranty Policy

1. Free repair or replacement of refurbished product

If you are not satisfied with your WAVE within the first twelve (12) months from the date of purchase, due to a defect, the WAVE may be returned for replacement by way of a refurbished device or repair, and Golfzon reserves the right in its sole discretion to either repair or replace the unit. WAVE's return procedure can be guided through the place of purchase by emailing wavesupport@golfzon.com or visiting <https://golfzonwave.zendesk.com/hc/en-us>. Customer will receive a return label upon approved return to return product. If customer uses any other method to return product, customer assumes risk of loss, and is responsible for shipping and handling fees for returning product.

2. Warranty inspection

Upon receipt of the returned unit, Golfzon will inspect the unit. If these inspections reveal that any of the warranty exclusions provided below apply, the warranty will be void and you will be charged a repair or purchase price for the refurbished product. Once you are notified that the warranty is not applicable and you agree to pay the amount and payment is complete, we will ship the repaired product or refurbished product of the returned device to you.

3. Warranty Exclusions

This Limited Warranty does not cover the following issues:

- a. Damage or failure due to physical damage caused by drops or strikes, abuse, improper or abnormal use, improper maintenance, neglect, errors and omissions by anyone other than Golfzon, theft, fire, flood, or any act of God of any kind;
- b. Damage due to non-Golfzon repairs or use of non-Golfzon approved accessories, including, but not limited to chargers or cables;
- c. Damage due to unauthorized alterations or modifications;
- d. Damage caused by liquid and/or liquid ingress, which may or may not be due to operating in a wet environment without a rubber Adapter Power Cover in place, or immersion or exposure to other liquids and chemicals; WAVE products are rated IPX3 waterproof(Functional when subjected to water sprayed at a range of 60 degrees from vertical).
- e. Damage or failure due to normal wear and tear consistent with regular use, including, but not limited to, worn cables.
- f. Damage or failure due to power failures, power fluctuations, insufficient and inadequate heating, or electric shocks.
- g. Usage that is not in accordance with product instructions or Failure to follow the product instructions or failure to perform preventative maintenance.

4. General Terms

These Sales Terms and Conditions will be governed by the laws of the Commonwealth of Virginia , without regard to conflicts of laws rules. Any disputes between you and Golfzon related to this purchase shall be determined by arbitration in Fairfax County, Virginia.

This Limited Warranty is the exclusive warranty given by Golfzon for this device and supersedes any prior, contrary, or additional representations. All other warranties, express or implied, including any statutory warranty or condition of merchantability or fitness for a particular purpose, are disclaimed, except to the extent prohibited by law. In such event, this Limited Warranty is limited to the duration of the warranty periods set forth above. This exclusion applies even if this Limited Warranty fails of its essential purposes and regardless of whether damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory.