



*GSA Advanced Golf Simulators LLC*

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# Sales Agreement /Sales Terms and Conditions

This Sales Agreement is by and between

GSA Advanced Golf Simulators LLC

**(Seller)**

And

name of purchaser

**(Purchaser)**

**All sales are subject to the following terms and conditions**

These Sales Terms and Conditions (“Terms”) apply to your purchase of products and/or services and support (“Product”) sold directly by GSA Advanced Golf Simulators LLC (“GSA Golf”).

By placing your order for any GSA Golf supplied product – either supplied directly by GSA Golf or any of its suppliers - you “the Purchaser” 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 promptly cancel your order before it is processed and shipped.

## **1. Payment Terms; Orders; Quotes; Interest**

All orders must be pre-paid. Prices not including sales tax and customs duties where applicable. Payment for the product(s) can be made by credit card, check, wire transfer or some other prearranged payment method. Your order is subject to cancellation by GSA Advanced Golf Simulators LLC, in GSA Advanced Golf Simulators LLC's sole discretion. GSA Advanced Golf Simulators LLC is not responsible for pricing, typographical or other errors in any offer by GSA Advanced Golf Simulators LLC and reserves the right to cancel any orders arising from such errors.

## **2. Shipping Charges; Taxes; Title; Risk of Loss**

Shipping, handling and taxes are additional unless otherwise expressly indicated at the time of sale. Title to the products(s) shall remain vested in GSA Advanced Golf Simulators LLC and shall not pass to customer until the purchase price for the products(s) has been paid in full and received by GSA Advanced Golf Simulators LLC. Irrespective of title, risk including that of damage and loss of the product(s) shall pass to customer upon delivery to a carrier used by the customer, or on delivery to the customer if GSA Advanced Golf Simulators LLC appointed the carrier. Customer is responsible for sales tax and other taxes associated with the order, unless a valid and correct tax exemption certificate applicable to your purchase of product and the product ship to location is provided. Shipping and delivery dates are estimates.

## **3. Product Warranty**

All GSA Golf cameras come with a full 1 year warranty for both commercial and private customers.

A 1 year warranty for GSA Golf PX2/PX3 optical sensor boards is only available for private - non commercial - customers.

There are no warranties for commercial customers on PX2 or PX3 optical sensor systems unless a commercial license is purchased.

Grass Fiber panels are excluded from any warranty unless found defect on delivery.

Warranties are not transferable! They are only valid for the original purchaser. Warranties are thus void for any purchases of pre-owned or used GSA Golf products.

## **4. Return Policy & Refunds**

While all GSA Golf products are guaranteed to function, GSA Golf does not offer any money back refunds or accepts any products returned for a refund without our prior consent.

Please note that:

**ALL GSA ADVANCED GOLF SIMULATORS LLC PRODUCTS AND GOLF SIMULATORS ARE CUSTOM MADE AND/OR PURCHASED TO ORDER AND THUS A NO RETURN AND/OR REFUND POLICY APPLIES.**

**ALL PURCHASES ARE NON-RETURNABLE AND NON-REFUNDABLE.**

**ALL SALES ARE FINAL, AND NO REFUNDS ARE GRANTED UNDER ANY CIRCUMSTANCES**

## **5. Order cancellation**

As above, all GSA Advanced Golf Simulators LLC products are custom made and/or purchased to order and so we may have considerable costs with any order.

Thusly, order cancellations that require refunds (i.e. customer is not asking for an alternative GSA Golf product) are subject to a 20% fee plus 10% credit card fees for both credit and refunds.

Note that this offer is only valid if the ordered products placed by the customer have not already been made up and/or shipped and will only apply if the order cancellation is made within 7 days of the original order date.

## 6. Delivery / Lead times

All GSA Advanced Golf Simulators LLC products are normally shipped within 10 days of payment of order.

However, component supplier delays or other issues beyond our control may cause this period to be extended to 60 days.

GSA Advanced Golf Simulators LLC make best effort to ship within the 10 day period but cannot be held responsible if the normal 10 day shipping period cannot be met.

Once the product order has been made ready to ship, the product is shipped FedEx ground.

## 7. Product Disclaimer

7.1 While GSA Golf makes every effort to ensure that their products (hardware and software) function as described on the GSA Golf web site: [www.golf-simulators.com](http://www.golf-simulators.com), GSA Advanced Golf Simulators LLC cannot be held liable for any inaccuracies, faults or software bugs contained in any of its products or systems.

In the event of such faults, these faults or inaccuracies reported on any of its products or systems are dealt with and rectified as soon as possible.

7.2 Purchaser is aware that GSA Advanced Golf Simulators LLC cannot be held liable for USB camera systems not functioning correctly if they are installed on PC's either not supplied by GSA Advanced Golf Simulators LLC or authorized by GSA Golf

Note: To date - and to the best of GSA Golf's knowledge - all software can be installed and run on any reasonably adequate Windows 10 gaming PC without any issues.

7.3 Purchaser is aware that GSA Advanced Golf Simulators LLC cannot be held liable for USB camera systems not functioning correctly if the customer does not use the recommended low reflective materials (carpet, turf flooring and light absorbing drape) in the field of view of the cameras as described on the GSA Golf website: [www.golf-simulators.com](http://www.golf-simulators.com).

Note that sections 7.2 and 7.3 only apply to customers purchasing cameras and software only and not to customers purchasing our full systems where light absorbing drape and turf carpeting is already supplied.

7.4 GSA Advanced Golf Simulators LLC cannot be held liable for multiple USB camera systems not functioning correctly on PC's that are not able to run more than 2 cameras.

Purchaser is aware – as detailed on the GSA Golf web site - that our systems using 3, 4, 6 or more cameras may or may not require multiple PCs to run all these cameras. i.e. an additional 1 or 2 low cost (\$200) slave PCs may be required to run more than 2 cameras.

7.5 GSA Advanced Golf Simulators LLC cannot be held liable for multiple USB camera systems not functioning correctly due to the users wiring and power setups. i.e. excessive long USB wiring or insufficient power and/or power grounding in the premises where the system is being installed.

7.6 Purchaser is aware that the GSA Golf supplied golf simulator game software will often – if not always - require an active Internet connection to run and that GSA Golf cannot be held liable for its systems not running on installations that do not have such an internet connection.

7.7 Purchaser is aware that ball markings may be required with GSA Golf products that measure ball spin and that club markings may be required on GSA Golf products that measure club data.

7.8 Software Beta Versions: Purchaser is aware that GSA Golf does not guarantee that GSA Golf products (hard or software) designated as "Beta" versions (either on the GSA Golf web site or anywhere else) are fault free and thus cannot be accountable for any malfunctions or faults that may or may not arise.

In addition, not all product features may be available at the time of purchase in either the beta version or the final version.

Until further notice, all GSA Golf Control Panel software versions are only available as Beta test versions.

7.9 GSA Golf does not - in any way - make any claims of measurement accuracy of its ball and club tracking systems and that "Purchaser" is aware of this at the signing of this sales agreement.

Note that GSA Golf will make best effort to rectify any such faults or inaccuracies as soon as possible and at no cost to the purchaser what-so-ever. However, GSA Golf does not guarantee that all faults or measurement inaccuracies can be rectified to the "Purchaser's" satisfaction.

## **8. Web Site Disclaimer**

All prices, availability, shipping dates and specifications subject to change. All data and information correct and reliable to the best of our knowledge however GSA Advanced Golf Simulators LLC cannot be held liable for any inaccuracies.

Although GSA Advanced Golf Simulators LLC has attempted to provide accurate information on this Web site, information on this Web site may contain technical inaccuracies or typographical errors. The contents of any documents on this Web site are believed to be current and accurate as of their publication dates. GSA Advanced Golf Simulators LLC assumes no responsibility for the accuracy of the information including product pricing and availability. GSA Advanced Golf Simulators LLC may change the programs or products including pricing and availability mentioned at any time without notice.

For the most current and complete documents, please contact GSA Advanced Golf Simulators directly. Mention of non- GSA Advanced Golf Simulators LLC products or services is for information purposes only and constitutes neither an endorsement nor a recommendation.

GSA Advanced Golf Simulators LLC SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST PROFITS OR REVENUES, COSTS OF REPLACEMENT GOODS, LOSS OR DAMAGE TO DATA ARISING OUT OF THE USE OR INABILITY TO USE THIS WEB SITE OR ANY GSA Advanced Golf Simulators LLC -PRODUCT, OR DAMAGES RESULTING FROM USE OR RELIANCE ON THE INFORMATION PRESENT, EVEN IF GSA Advanced Golf Simulators LLC and HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **9. Technical support**

GSA Advanced Golf Simulators LLC are obliged to give full technical and installation support to the original purchaser via e-mail.

Best effort is made to respond to any technical and installation support queries within 24 hours of receipt of the customer's e-mail support query on any working day. However, depending on the current workload, customer support response time can be up to and beyond 7 days.

Phone or remote access support is no longer available from GSA Golf.

**10. Software Maintenance, updates and upgrade costs**

There are no maintenance, updates or upgrade costs with any GSA Advanced Golf Simulators LLC developed software (i.e. GSA Golf Control Panel)  
All GSA Golf developed software updates are free of charge for life.

**11. GSA Golf Control Panel Software License**

GSA Advanced Golf Simulators LLC hereby grants to Purchaser an exclusive non-transferable license to use the GSA Golf Control Panel Software.

GSA Advanced Golf Simulators LLC reserves for itself all other rights and interest not explicitly granted under this agreement.

**Reverse Engineering**

Licensee will not reverse engineer, decompile, decode, decrypt, disassemble, or in any way derive source code from, the GSA Golf Control Panel Licensed Software

**12. Limitation of Liability.**

UNDER NO CIRCUMSTANCES INCLUDING NEGLIGENCE, SHALL GSA Advanced Golf Simulators LLC, OR ITS DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS, BE LIABLE TO YOU FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES

(INCLUDING DAMAGES FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF BUSINESS INFORMATION, AND THE LIKE)

ARISING OUT OF THE USE MISUSE OR INABILITY TO USE THE SOFTWARE OR SENSOR MAT OR SENSOR BALL TRACKS OR ANY OTHER RELATED HARDWARE

**13. Copyrights & Intellectual Property Ownership**

GSA Advanced Golf Simulators LLC / Martin Paul Gardiner retains and shall own all right, title and interest in and to its Technology, Software, Electronic Hardware, Circuit Designs, and all Intellectual Property Rights in and to the foregoing. Purchaser shall acquire no right, title or interest in any Intellectual Property Rights related to GSA Golf, its Technology. All rights not expressly granted, are reserved to GSA Golf / Martin Paul Gardiner.

**14. Sales terms revisions**

GSA Advanced Golf Simulators LLC may revise these Terms at any time without notice. By placing an order, you are agreeing to be bound by the then current version of these Terms and Conditions.

**15. Acknowledgment**

I the undersigned, do hereby acknowledge that I have read, understood and agree to all the above terms and conditions of the GSA Advanced Golf Simulators LLC sales agreement.

Name

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Purchaser Signature

Date:

Appendix:

This sales agreement pertains to the following product purchase order placed on:

01/25/2021.....