

PRODUCT LIMITED WARRANTY

Last Updated: December 10, 2020

WHAT DOES THE WARRANTY COVER?

Warranty Scope. Arccos Golf LLC, (“**Arccos Golf**”, “**we**” or “**our**”) warrants to the original purchaser that the Arccos Golf sensors, grips and other hardware products purchased directly from Arccos Golf or from an Arccos Golf authorized reseller (the “**Product**”) shall be free from defects in material and workmanship under normal conditions of use (the “**Warranty**”) during the Warranty Period. The warranty does not extend to any subsequent owner of the Product. The term “**you**” (and “**yours**”) means you, individually, or (if you are acting on behalf of your company or another organization) the entity you represent. Your use of the Product constitutes acceptances of the terms of the Warranty as set forth herein. If you are unwilling to accept the terms of the Warranty, you must return the Product to Arccos Golf or the Arccos Golf authorized reseller where you purchased the Product within five (5) days of purchase.

Warranty Period. The “**Warranty Period**” is one (1) year from the date of purchase of the particular Product. In addition, the Warranty Period for batteries (but no other parts) in Products that do not have rechargeable or replaceable batteries is two (2) years from the date of Purchase.

WHAT DOES THE WARRANTY NOT COVER?

The Warranty does not cover normal cosmetic and mechanical wear, water damage, user-caused mechanical or other damage (such as by dropping a sensor-enabled club), damage to the Product occurring during your shipping or transportation, or any other damage that occurs after you receive the Product. Furthermore, the Warranty shall apply only if: (i) the Product has been properly used at all times in accordance in all material respects with the Product’s intended use; (ii) no modification, alteration (including but not limited to removing or effacing the Product serial number or other identifying marks) or addition has been made to the Product; (iii) the Product has not been disassembled in whole or in part by persons other than Arccos

Golf or Arccos Golf's authorized representative; and (iv) the Product has not been subject to misuse, neglect or unusual physical stress.

HOW DO YOU MAKE A WARRANTY CLAIM?

Making a Claim. If, during the applicable Warranty Period, a Product does not perform as warranted, you should contact Arccos Golf Customer Service at starter@arccosgolf.com or contact Arccos Golf by phone at +1 (844) 692-7226, to obtain a Return Authorization Number (an "**RA Number**").

Packing and Shipping. You are responsible for properly packaging and shipping the defective Product to Arccos Golf at the address listed below and paying all insurance and shipping charges, taxes, duties and any other costs of returning the Product to Arccos Golf. All shipping documents accompanying defective Product must clearly state the RA Number and be marked: "Returned to Arccos Golf for Warranty Inspection."

You must also include a copy of your original purchase receipt and a letter with your name, address, telephone number, email address (if any) and a description of the problem you are having with your Product in sufficient detail that we can reproduce the problem.

For Product Warranty claims, after you have obtained an RA Number return the Product to:

Arccos Golf LLC
Attn: Warranty Returns
700 Canal Street, 2nd Floor
Stamford, Connecticut 06902
U.S.A.

WHAT ARE YOUR REMEDIES UNDER THIS WARRANTY?

If all of the following are true: (i) Arccos Golf determines that the Product is defective or, if applicable, the battery has failed; (ii) the Product and the

defect are covered by the Warranty; (iii) you contact Arccos Golf for an RA Number no later than five (5) calendar days after the end of the applicable Warranty Period; and (iv) you ship the Product to Arccos Golf no later than thirty (30) calendar days after the end of the Warranty Period; then Arccos Golf, at its sole discretion, may repair or replace the Product, or may refund the purchase price to you. Replacement Products, parts and materials may either be new or reconditioned, at Arccos Golf's discretion. Products repaired or replaced under this Warranty are warranted as set forth herein for either ninety (90) days from the date of shipment by Arccos Golf or the remainder of the original Warranty Period, whichever provides longer coverage.

Upon completion of Warranty service, Arccos Golf will package and ship the Product to you at Arccos Golf's expense. All Products, parts and materials replaced under this Warranty will become the property of Arccos Golf.

If Arccos Golf is unable to repair or replace a defective Product, then Arccos Golf will refund to you the purchase price paid for the defective Product. **THE ABOVE REMEDIES ARE THE SOLE AND EXCLUSIVE REMEDIES FOR BREACH OF THE WARRANTY.**

WHAT LIMITATIONS AND DISCLAIMERS APPLY TO THIS WARRANTY?

ARCCOS GOLF DOES NOT WARRANT THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE.

ARCCOS GOLF LIMITS THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE APPLICABLE WARRANTY TERM FOR THE PRODUCT.

IN NO EVENT SHALL ARCCOS GOLF BE LIABLE FOR LOST PROFITS, COSTS OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES OR FOR ANY OTHER SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR INDIRECT DAMAGES, WHETHER UNDER THEORY OF CONTRACT, TORT OR OTHERWISE, AND WHETHER OR NOT ARCCOS GOLF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN ADDITION, IN NO EVENT SHALL ARCCOS GOLF'S LIABILITY TO YOU FOR ANY CLAIM RELATED TO A PRODUCT OR YOUR USE OF THE PRODUCT EXCEED THE AMOUNT YOU PAID FOR THE PRODUCT.

This warranty gives you specific legal rights, and you may have other rights that vary from state to state (or by country, province or other jurisdiction). Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages for consumer products. In such jurisdictions, some exclusions or limitations contained in this Warranty may not apply to you. You are advised to consult applicable laws for a full determination of your rights.

WHAT IF RETURNED PRODUCTS ARE NOT COVERED BY THIS WARRANTY?

If Arccos Golf determines in good faith that a returned Product is not covered by this Warranty, we will contact you by email (if available) or postal mail with an offer to repair the Product, based on our normal rates for parts and labor. You must reply to our offer within thirty (30) calendar days. In your reply you must advise us to either: (i) repair and return the Product to you (in which case you must provide a valid payment method, as specified in our offer), (ii) return the Product to you unrepared, or (iii) dispose of the Product. If you select choice (i), we may at our option provide you with a new Product rather than repairing your Product, in which case the replaced Product will become the property of Arccos Golf. If you select either choice (i) or choice (ii), you will be responsible for the return shipping and handling costs. If we do not hear from you within such thirty (30) day period we may, at our option, dispose of the Product without liability to you.

Copyright © Arccos Golf 2024. All Rights Reserved.

844-692-7226

Phone Hours: Monday – Friday, 11 am to 3 pm EST

Starter@arccosgolf.com