Consumer Limited Warranty

Hardware

Subject to the exclusions, limitations, and conditions stated, SkyHawke warrants its SkyCaddie products will be free from defects in workmanship and materials, under normal consumer (non-commercial) use, for a period of ninety (90) days from the original purchase date.

Available Extended Warranty Upgrade

Consumers who register their product within thirty (30) days of the original purchase date may optionally purchase an upgrade to a twelve (12) month limited warranty at the time of registration. The extended warranty does not include accessories and components.

Limitations and Exclusions

This warranty excludes (1) cosmetic or physical damage to the surface of the product, including cracks or scratches on the LCD screen or outside casing; (2) damage caused by misuse, neglect, improper installation or testing, unauthorized attempts to modify the product, attempted servicing, except for battery replacement, by anyone other than an authorized service representative of SkyHawke or any other cause beyond the range of the intended use; (3) damage caused by accident, fire, water or liquids, power changes, other hazards, or acts of God; (4) use of the product with any non-SkyCaddie device, component, such as chargers or connection cables, or service if such device, component or service causes the problem; (5) use of this product for any non-consumer, commercial or rental purpose; or (6) modifications or restrictions that may need to be made to the GPS receiver module due to a change in the Global Positioning System made by the United States Government or any other governing bodies. Any third-party products, including software included with SkyCaddie products are not covered by this Consumer Limited Warranty, and the Company makes no representations or warranties on behalf of such third parties. Any warranty on such products is from the supplier or licensor of the third-party product.

The Global Positioning System is a free service operated and maintained by the United States Government, which is solely responsible for its accuracy and maintenance.

Exclusive Remedies and Procedure

In the event of a covered defect during the warranty period, SkyHawke will, at its sole option, repair or replace the product at no charge to Customer for parts or labor. To obtain warranty service for SkyCaddie products, the Customer must contact SkyHawke Technologies’ customer service center at customerservice@skygolf.com or 1-866-SKYGOLF (1-866-759-4653) for a return authorization code, and return the unit shipping prepaid, with proof of the date of original purchase, return authorization code, and Customer return address to: Warranty Returns, SkyHawke Technologies LLC, 274 Commerce Park Drive – Suite M, Ridgeland, MS 39157. Shipping labels must contain the return authorization code. ANY shipments sent for warranty service WITHOUT the appropriate return authorization code will be refused and returned to Customer at Customer’s expense. SkyHawke will not be responsible for any loss or damage to the product incurred while the product is in transit from Customer for repairs. Customer should, as a precaution, purchase adequate insurance for the unit while it is in transit.

SkyHawke's total obligation under this warranty shall be, at SkyHawke's sole discretion, to repair or replace the product or part with a comparable product or part, or if neither repair nor replacement is reasonably available, SkyHawke may refund to Customer the purchase price paid for the product or part. Replacement products or parts may be new or reconditioned. Parts removed by SkyHawke shall become the sole property of SkyHawke.

SkyHawke’s repair or replacement of defective parts does not extend the term of this Limited Warranty, which shall expire upon the expiration of the applicable Consumer Limited Warranty period from the date of original purchase.

No oral or written information or advice given by SkyHawke or its dealers, distributors, employees or agents shall in any way extend, modify or add to this Limited Warranty.

Warranty Limitation

THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE, ACCURACY CORRESPONDENCE WITH DESCRIPTION, AND NONINFRINGEMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.

IN NO EVENT SHALL SKYHAWKE BE LIABLE, WHETHER IN CONTRACT OR TORT (INCLUDING NEGLIGENCE) FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT, ACCESSORY OR SOFTWARE, OR FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND OR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, SOFTWARE OR APPLICATIONS OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE ABILITY OR INABILITY TO USE THE PRODUCTS, ACCESSORIES OR SOFTWARE TO THE FULL EXTENT THESE DAMAGES MAY BE DISCLAIMED BY LAW.

EVEN IF SKYHAWKE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, SKYHAWKE’S ENTIRE LIABILITY SHALL BE LIMITED TO COSTS OF REPLACEMENT REPAIR, OR REFUND OF THE PURCHASE PRICE PAID, AT THE SOLE OPTION OF THE COMPANY.

Some states and jurisdictions do not allow the limitation or exclusion of incidental or consequential damages, or limitation on the length of an implied warranty, so the above limitations or exclusions may not apply to you. This warranty may give you specific legal rights, and you may also have other rights that vary from state to state or from one jurisdiction to another.

Governing Law

This Registered User Limited Warranty shall be governed by the laws of the State of Mississippi, U.S.A., and by the laws of the United States, excluding their conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this Limited Warranty.

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