CONSUMER LIMITED WARRANTY
SKYTRAK PRODUCTS
Authorized U.S. and Canada Units Only

SkyTrak, LLC of 274 Commerce Park Drive, Ridgeland, MS 39157, (“SkyTrak”) or the (“Company”) provides a limited consumer hardware warranty to the original consumer (non-commercial) user (the “Customer”) of this SkyTrak product. This limited warranty is non-transferable and does not extend to product used in any manner other than by an individual consumer in a non-commercial use, all other warranties are excluded as provided below.

WARNING:

Golf can be a dangerous activity. When swinging a golf club or hitting a golf ball make sure you have ample space to do so without harming others or damaging property, and when indoors, take additional precaution to avoid hitting the ceiling. ALWAYS USE YOUR SKYTRAK PRODUCT IN A SAFE AREA, AWAY FROM PEOPLE, ESPECIALLY SMALL CHILDREN, AND PROPERTY. WHEN HITTING GOLF BALLS INDOORS, INCLUDING YOUR GARAGE, ALWAYS USE A SAFETY NET SPECIFICALLY DESIGNED FOR USE WITH GOLF BALLS. Failure to follow these precautions can lead to serious injury or death to persons and damage to property.

When setting up your SkyTrak system for use, the SkyTrak device, your smartphone, tablet or computer and any playback device like your television, should be placed safely away from your hitting area and preferably safely to the side and behind the golf ball to prevent the golf club or golf ball, especially errantly hit golf balls, from damaging these devices.

SkyTrak assumes no liability or responsibility for the failure of the user to follow these precautions.
HARDWARE:

Subject to the exclusions, limitations, and conditions stated below, SkyTrak warrants that this SkyTrak product will be free from defects in workmanship and materials, under normal consumer (non-commercial) use, for the lesser of (1) a period of six (6) months from the original purchase date or (2) a total of 25,000 shots taken on the SkyTrak product.

AVAILABLE EXTENDED WARRANTY UPGRADE:

At the time of registration but within thirty (30) days of original purchase, Consumers may optionally purchase a limited warranty upgrade to the lesser of (1) twelve (12) months from the original purchase date or (2) a total of 50,000 shots taken on the SkyTrak product. 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; (2) normal wear and tear, (3) damage caused by misuse, neglect, improper installation or testing, unauthorized attempts to modify the product, attempted servicing by anyone other than an authorized service representative of SkyTrak or any other cause beyond the range of the intended use; (4) damage caused by accident, fire, water or liquids, power changes, other hazards, or acts of God; (5) use of the product with any non-SkyTrak component, such as chargers or connection cables, or service if such component or service causes the problem; (6) use of this product for any non-consumer, commercial or rental purpose; (7) damage caused by a golf ball or golf club or the failure to use a properly placed safety net or golf hitting mat, or (8) software installed on or with this SkyTrak product or any other device, such as smartphones, tablets or computers. Any third-party products, including software included with this SkyTrak product, 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 third party products is from the supplier or licensor of the third-party product.

IMPORTANT: Do not open the SkyTrak case. Opening the SkyTrak case may cause damage that is not covered by this warranty. Only SkyTrak or an authorized SkyTrak service center should perform service on this SkyTrak product. Opening the SkyTrak case shall void this warranty.
EXCLUSIVE REMEDIES AND PROCEDURE:

SkyTrak’s total obligation under this warranty shall be, at SkyTrak’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, SkyTrak 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 SkyTrak shall become the sole property of SkyTrak.

To obtain warranty service for SkyTrak products, the Customer must contact the SkyTrak customer service center noted below for a return authorization code, and return the unit shipping prepaid, with proof of the date of original purchase and return authorization code. 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. SkyTrak 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.

SkyTrak’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.

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<tr>
<th>Country of Purchase</th>
<th>Customer Service Contact</th>
<th>Return Shipping Address</th>
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<tbody>
<tr>
<td>United States and Canada</td>
<td><a href="mailto:customerservice@skytrakgolf.com">customerservice@skytrakgolf.com</a></td>
<td>Warranty Returns</td>
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No oral or written information or advice given by SkyTrak 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.
COMMERCIAL USE:
THIS SKYTRAK PRODUCT IS NOT WARRANTED FOR COMMERCIAL, NON-
CONSUMER, USE. WITH RESPECT TO COMMERCIAL USE OF THIS SKYTRAK PRODUCT,
SKYTRAK MAKES NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTY
OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE,
ACCURACY, CORRESPONDENCE WITH DESCRIPTION, AND NONINFRINGEMENT, ALL
OF WHICH ARE EXPRESSLY DISCLAIMED.

LIMITATION OF LIABILITY:
IN NO EVENT SHALL SKYTRAK 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.

SKYTRAK ASSUMES NO LIABILITY OR RESPONSIBILITY FOR INJURY OR DAMAGE
CAUSED BY SWINGING A GOLF CLUB OR BY A HIT GOLF BALL, AND THE USER ASSUMES
ALL RESPONSIBILITY TO INSURE THE PROPER AND SAFE SETUP AND USE OF THE SKYTRAK
SYSTEM.

EVEN IF SKYTRAK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES,
SKYTRAK’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 or expressed 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.

COMPATIBILITY WITH MOBILE DEVICES:
Any System Requirements set forth on SkyTrak packaging or otherwise relating to
SkyTrak products that communicate with or connect to mobile devices, whether iOS,
Android™ or other, are minimum requirements only and compatibility with specific
devices meeting those System Requirements may vary by mobile device and its
operating system, which changes often and outside the control of SkyTrak, LLC.
Accordingly, SkyTrak, LLC does not warrant that your SkyTrak product will function properly or achieve satisfactory performance while connecting to iOS or Android devices. ALL WARRANTIES WITH RESPECT TO YOUR SKYTRAK PRODUCT SHALL BE LIMITED BY THE FOREGOING COMPATIBILITY RESTRICTIONS.

To see a list of currently compatible mobile devices, go to: www.skytrakgolf.com

GOVERNING LAW:
This Consumer 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.

Revision No.: 11/12/2014