



## 2023 SEASON OPENING PROMO



Device	RRP	Trade Price	SEASON OPENING PROMO	PUD**
<b>Handhelds</b>		<b>Level 1</b>	<b>Level 3</b>	
SX550	£379.95	£250	£220	£180
SX400	£299.95	£200	£175	£150
<b>Watches</b>				
LX5C - Ceramic	£349.95	£225	£200	£170
LX5	£299.95	£200	£175	£150
LX2	£149.95	£100	£90	N/A

SX550/SX400 Personal Use Device (PUD) come with FREE 12 months Worldwide (Double Eagle) Membership. LX5 Watches has 3 years Worldwide Membership. Registered prior to shipping to Club/Head Professional

### ORDER X3 DEVICES

- Receive x1 FOC Accessory with opening order – Must match products ordered
- 50% off any other accessories shipped with opening order
- Level 3 pricing for 2023
- Free Membership to SkyPins (RRP £150) <http://skypins.com/>

### ORDER X6 DEVICES

- Receive 1 free LX2 Watch (Order must contain 2 different products)
- 50% off any other accessories shipped with opening order
- Can be split into 2 drops (2<sup>nd</sup> drop within 90 days of the 1<sup>st</sup> drop. FOC LX2 shipped on the 2<sup>nd</sup> drop)
- Level 3 pricing for 2023
- Free Membership to SkyPins (RRP £150) <http://skypins.com/>

### PAYMENT TERMS

- Net 30 Days, 2% 21 Days BACS only
- Direct debit available upon request

### FREIGHT CHARGES

- FREE freight on orders over £250 exc. VAT (Normal freight charge £9.00 + VAT)
- Please contact us for shipping prices into Europe

## SkyHawke UK Technologies Ltd Terms and Conditions

### February 2023

**Acceptance of Orders:** All orders submitted are subject to acceptance and credit approval by SkyHawke Technologies UK Ltd ("SkyHawke"), at its sole discretion. No acceptance or commitment by SkyHawke shall have occurred until the buyer is notified by receipt of an order acknowledgement or invoice. Acceptance of an individual order does not guarantee any commitment on SkyHawke's part, imply or create a contractual relationship with buyer, or guarantee any acceptance or fill future orders.

**Order Cancellation and Allocations:** All orders are subject to cancellation or allocation if, in SkyHawke's discretion, circumstances warrant such action. SKYHAWKE WILL IN NO EVENT BE HELD LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND IN THE EVENT IT CANCELS OR ALLOCATES ANY SHIPMENTS TO ANY BUYERS.

**Final Sales:** All sales in regard to this order are considered final. This order is NOT for consignment or considered a conditional sale. Once an order is processed and shipment has occurred, any merchandise returned or cancelled by the buyer for any reason other than covered defect under the product warranty is subject to a 15% restocking fee.

**Pricing:** Prices are determined in accordance with SkyHawke's pricing plan in effect at the time of order/acceptance. Unit prices stated on this order are valid for this order only and are subject to change on future orders without notice.

#### **Risk/Title:**

1. The product is at the risk of the buyer from the time of delivery to the retailer.
2. Title to the product shall remain vested in SkyHawke and shall not pass to the buyer until SkyHawke has received and been paid for in full all sums due to it in respect of
  - (i) The product and
  - (ii) All other sums which are or which become due to SkyHawke from the buyer on any account.
3. until title to the product passes to the buyer:
  - (i) The buyer shall store the product or any part of the product separately from all other products of the buyer or any third party in such a way that they remain identifiable as property belonging to SkyHawke;
  - (ii) The buyer shall maintain the product or any part of the product in satisfactory condition and keep it insured on behalf of SkyHawke for their full price against all risks to the reasonable satisfaction of SkyHawke;
  - (iii) SkyHawke is entitled to recover, sell or otherwise deal with and/or dispose of the product or any part of the product; and
  - (iv) the buyer grants an irrevocable licence to SkyHawke, its agents and employees to, at any time and without the need to give notice, enter upon any property upon which the product or any part of the product is stored, or upon which SkyHawke reasonably believes them to be stored in order to inspect them or recover them.
4. SkyHawke will have the authority to electronically disable any product where title to the product remains vested in SkyHawke.

**Shipping Charges and Value Added Taxes:** All orders are quoted without shipping and handling charges, insurance and applicable Value Added Taxes or local sales (or similar) taxes, which will be added to the customer's invoice.

**Sales Tax Exemption Certificates:** Resale buyers must have on file a current bonafide sales tax exemption certificate prior to SkyHawke's acceptance and processing of the order. All customers will be charged applicable sales taxes unless exemption certificates are received and on file.

**Fulfilment of Orders:** SkyHawke will not be responsible and will accept no liability for shipping delays due to out of stock conditions, problems with its suppliers, acts of God, acts of government, terrorism, wars, riots, strikes, or other labour disputes, shortages of labour or materials, fires, floods or any other reasons beyond its control.

**Payment Terms:** Payment in full is due prior to shipping unless otherwise stated in writing on this order form and acknowledged by SkyHawke. SkyHawke reserves the right to establish credit limits and modify payment terms at any time prior to order acceptance.

**Return Authorizations and Defective Merchandise:** In the event of a warranted defect occurring within the product warranty period, SkyHawke will, at its option, repair or replace the product at no charge to the purchaser for parts and labour. To obtain warranty service for defective merchandise, the original purchaser must contact the SkyHawke Customer Service Centre at +44 (0) 1844 296350 for a return authorization code, and return the unit post-paid, with proof of the date of original purchase and purchaser's return address, to Merchandise Returns, SkyHawke Technologies UK Ltd, Units 10 E, Haddenham Business Park, Haddenham, Buckinghamshire, HP17 8LJ, United Kingdom. Shipping labels must contain the return authorization code. ANY shipments sent for warranty service WITHOUT the appropriate return authorization code will be refused. SkyHawke will not be responsible for or damage to the product incurred while the product is in transit from the purchaser for repairs. The purchaser should as a precaution purchase adequate insurance for the unit while it is in transit. SkyHawke's product warranty does not cover installation, defects from installation, finishes or batteries, damage by accident, shipping, abuse or misuse, negligence, tampering, improper use or storage, attempted servicing by anyone other than an authorized service representative of SkyHawke, or modifications or restrictions that may need to be made to the GPS receiver due to change in the Global Positioning System made by the United States government, or any other governing bodies. TO THE EXTENT PERMITTED BY APPLICABLE LAW, ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THE COMPLETENESS OR ACCURACY OF THE DATA DERIVED FROM USING THIS PRODUCT, ARE HEREBY DISCLAIMED BY SKYHAWKE.

**SkyGolf GPS Sales Policies:** SkyHawke has invested a great deal of money, labour and creativity into research, development, production, and marketing of the products and the goodwill of the company and the SkyHawke name. SkyHawke at its sole discretion reserves the right to decide who it will do business with and may terminate any business relationship at will, not bound by any other legal contract. SkyHawke believes it is important to assure the satisfaction of its customers and ultimate success of SkyHawke. It is therefore required that the following be adhered to by its resell buyers:

1. SkyHawke reserves the right not to do business with buyers who do not understand and promote the attributes of the product; who promote, sale or otherwise deal with the product in a manner that is inconsistent with the image or reputation of SkyHawke or its products; or who promote, sale or otherwise deal with the product in a way this diminishes the long-term prospects for increased sales of product.
2. SkyHawke reserves the right not to do business with those customers who do not pay within terms.
3. SkyHawke reserves the right not to do business with buyers who redistribute SkyHawke products to resellers without written authorization from SkyHawke.
4. SkyHawke reserves the right not to do business with retailers who practice unethical or illegal business practices (i.e., bait and switch, loss leader, etc.).
5. SkyHawke must pre-approve all advertising of its products before being made public.
6. SkyHawke must review and pre-approve any advertisements before any of its products may be offered for sale by catalogue or Internet.
7. SkyHawke reserves the right to modify or alter any of its sales policies from time to time, at SkyHawke's sole discretion.
8. SkyHawke retains all rights to its intellectual property (i.e. trademarks, copyrights, etc.), that it authorizes for use by other parties for the purpose of advertising and Promoting SkyHawke products.