



## *GSA Advanced Golf Simulators LLC*

Naples, FL 34113

Web [www.GSAgolf.com](http://www.GSAgolf.com) Email: [sales@GSAGolf.com](mailto:sales@GSAGolf.com)

# Sales Agreement / Sales Terms and Conditions

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 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**

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 products come with a full 1 year warranty on the internal electronics for private - non commercial - customers.

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

There are no warranties for commercial customers unless a commercial license is purchased.

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**

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 SALES ARE FINAL AND NO REFUNDS ARE GRANTED UNDER ANY CIRCUMSTANCES!**

However, products can be exchanged for other GSA Golf Simulators within a 14 day period of the purchase date as long as the returned products are in an as-new condition and fully functional, and that the exchange golf simulator has a value no more than the value of the return products

### **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 or 2nd day air.

### **7. Product Disclaimer**

Neither GSA Advanced Golf Simulators LLC or Martin Paul Gardiner can be held liable for any inaccuracies, faults or software bugs contained in the software such as ProX, GSA Golf Control Panel, GSA Golf or E6 game software.

GSA Advanced Golf Simulators LLC / Martin Paul Gardiner developed software such as the GSA Control Panel and ProX game software and all GSA electronic hardware is supplied as is and neither GSA Advanced Golf Simulators LLC or Martin Paul Gardiner can be held liable for any inaccuracies and faults in these systems.

Neither GSA Advanced Golf Simulators LLC or Martin Paul Gardiner can be held liable for any inaccuracies, faults or hardware bugs contained in any GSA Golf supplied or manufactured products such as cameras, lighting, wiring etc.

Any faults reported on the above mentioned systems are dealt with as time allows and best effort is made to rectify any possible faults as quickly as possible.

Note that neither GSA Advanced Golf Simulators LLC or Martin Paul Gardiner can be held liable for a 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.

## **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 / Martin Paul Gardiner cannot be held liable for any inaccuracies.

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