



Support Contract and Service Level Terms & Conditions

This Support Contract is a binding agreement between Foresight Sports Europe ('FSE') and the customer named directly on the invoice ('the Customer'). The support provided by FSE under this agreement is detailed in the respective Service Levels listed above and relate to the Product/s, start date and annual fee detailed on the invoice.

This agreement does not in any way alter or override the warranty provisions or any other provisions listed in the FSE Terms & Conditions of Sale relating to the product/s.

Definitions

- **Terms & Conditions of Sale** – the trading terms & conditions of Optimum Golf Technologies Limited (trading as Optimum Golf Technologies, Foresight Sports UK, Foresight Sports Europe)
- **Product/s** – the FSE hardware and software listed on an order that forms the basis of the agreement
- **Equipment or Unit** – the launch monitor purchased by the Original Owner
- **Original Owner** – the Customer named on the original order for the Product/s, being the original, FSE VAT invoice
- **New Owner** – any Individual / Club / Business buying the Product/s from the original owner or a subsequent owner
- **Transfer of Ownership** – the transfer of FSE technology (hardware, software or both) from the Original Owner to a New Owner
- **Hardware** – the launch monitor and any FSE approved computer or laptop. Please note this specifically excludes any ancillary devices (e.g. projector, touchscreen, handhelds, etc)
- **Software** – the proprietary software intended for use with FSE equipment and set out in the Term & Conditions of Sale
- **Warranty Support** – the warranty period & terms set out in the Term & Conditions of Sale
- **Remote Dial-In (RDI)** – the secure access of a product/s by FSE's Support Technicians from a remote location with the intention to diagnose and repair if possible
- **Return to Manufacturer Authorisation (RMA)** – the return of hardware for replacement or repair during the product's warranty period or under the terms of the Support Contract
- **Loan units** – floor-based units provided to the holder of a valid, qualifying Support Contract on a limited, temporary basis while their equipment is the subject of an RMA
- **Certified Pre-Owned Units (CPO)** – pre-owned units that have been inspected, refurbished, and certified by FSE
- **Regions** – the geographic locations in which the launch monitor is pre-authorized to operate
- **Knowledge Base** – FSE's published collection of frequently asked questions, how-to guides, and troubleshooting instructions
- **System** – Two units in a single location or multiple FSE-Products used in combination. This includes the equipment, Foresight software, PC's and laptops, but excludes projectors and touchscreens)
- **Multi-Simulator Support** – Support available to private owners or commercial venues with 2 or more FSE systems



Terms

- 1.**
FSE will provide the services set out above for the Support Contract selected and detailed on the customer's invoice.
- 2.**
Contract pricing is subject to annual increases at the point of renewal.
- 3.**
This agreement will not automatically renew on the anniversary of the Contract Start Date. You will be pre-notified that the contract is due to lapse and an invoice provided should you elect to renew. Lapsed contracts will automatically default to Online/PAYG Support.
- 4.**
This support contract is not transferable to a new owner of the Equipment provided. In the event of a Transfer of Ownership, the new owner will need to purchase a new support contract from FSE.
- 5.**
The cost of any non-warranty repair/s is specifically excluded from the support contract annual fee and will be invoiced at the prices applicable at the time of repair and as published by FSE.
- 6.**
Customers holding a valid, Business Critical or Premium Support Contract shall at all times and in all matters receive sequential priority over Customers holding an Online/PAYG Support Contract. Support will be provided as quickly as possible although no delivery timescales or service levels can be guaranteed.
- 7.**
FSE reserves the right to refuse to offer or renew support contract options at the point where the Equipment is 3 years old (from the original date of shipping) or terminate an existing support contract where misuse of the equipment is suspected.
- 8.**
The Customer is responsible for the careful and proper operation of the Hardware and for the preventative maintenance and care set out in the product manuals, demonstrated during any training, and as updated and provided by FSE to the Customer from time to time.
- 9.**
Standard servicing, support and warranties are only applicable to original products and equipment supplied by FSE. Equipment that is not supplied or recommended by FSE remains unsupported, and often does not perform as well as (or is less reliable than) the equipment FSE provides. Please see 'Additional Chargeable Services' below in this regard.
- 10.**
Customers who are not entitled to free shipping will be responsible for all freight, taxes, duties, insurance and other expenses incurred in connection with the delivery & return of the Product(s). FSE shall invoice a customer for any unexpected costs resulting from any shipping organised by a customer.
- 11.**
Loans are only available to UK based customers holding a valid, Business Critical support contract. There may be a delay in providing loan units in instances where customers have upgraded their level of support to Business Critical mid-contract.
- 12.**
A loan unit will only be released to the customer after a signed Loan Equipment Agreement Form has been returned by the Customer and is approved by the Support Manager. Loan units will be drawn from the loan unit pool of floor-based models available at the time of requirement. Loan units will therefore be the closest possible match available but will not necessarily be the same model purchased.
- 13.**
Where applicable, loan units will only be sent once all other reasonable steps have been undertaken to ascertain and remedy the issue. The client must make themselves available to run through any necessary checks with the FSE support technician and if it is found on return that the faulty unit could have been repaired by the Customer, or did not need to be returned, then the client will pay all shipping costs (plus an admin fee for packing and handling etc) for both units (if applicable).
- 14.**
Loan units will be sent to the delivery address stipulated in the Loan Agreement Form and the faulty unit must be properly boxed and protected and ready for collection at the point of delivery. Missed collections will be for the Customer's account.
- 15.**
Any damage in transit to the Customer's unit or FSE loan units due to poor packaging will be the responsibility of the Customer and repair works / parts will be invoiced accordingly.
- 16.**
Where the Customer is responsible for shipping, they must ensure the shipment is both tracked and insured for its full replacement value. The value of the unit will be noted on the Loan Agreement Form.
- 17.**
The loan period may be declined or limited to 2 weeks at FSE's discretion under circumstances such as irreparable or malicious damage. No loan units can be supplied in the case of theft or loss.
- 18.**
Where an original or loan unit is not returned to FSE within 7 days of a request to do so, FSE will charge a daily fee of £60 (£50 + VAT) until the unit is received at our Guildford office, and / or request that the Customer purchases the unit at full market value plus VAT (in which case the Customer must pay the full invoice value within 14 days of the invoice date, and if this payment is not received in time then a penalty of £60 (£50 + VAT) per day will be charged from the end of the 14 day period to the date of receipt of the unit). In addition, an administration and courier charge of £60 (£50 + VAT) will be charged if the unit is not ready for collection by the courier, where a courier has been arranged for a pick-up by FSE.



Terms

19.
Please note that loan units can be provided up to a maximum of three times in any one contract year (i.e. three instances in the 365 days following the contract start or renewal date).

20.
Support desk hours are weekdays 9.00am to 5pm UK time, excluding UK national holidays.

21.
For RDI's, a reliable internet connection is required to enable our Support Agents to remotely dial into the Customer's system and provide the Service Level purchased. If a reliable internet connection is not available, the level of support provided could be greatly reduced as a result and no refund can be provided.

22.
For a Support Agent to provide remote assistance to a customer without support and at the cost listed, written consent must be provided prior to work being carried out. The session will be invoiced after the work has been carried out. If payment is not received within three working days, support will be withheld until payment is received.

23.
On-site attendance availability will be dependent on distance from our Guildford office and availability of Support Technicians. Travel time will be charged at 50% of the on-site hourly rate. Expenses and subsistence will also be charged including mileage at a rate of 60p per mile from GU3 3BH.

24.
* Although every effort will be made to comply with the target response times, actual turnaround times are often affected by factors beyond our control and shall always be dependent on the issue's complexity & how easily the issue can be replicated. We will also be dependent on the customer's availability & feedback, supply chain stability and the manufacturer's (Foresight Sports in the USA) internal repair (RMA) timescales should their involvement prove necessary. Please note that target hardware diagnosis & repair times do not include the time required to ship a unit to and from our service centre in Guildford or to and from the manufacturers in the USA.

25.
Please note that the support contracts for Puttview & Swing Catalyst are independent of this document.

Additional Information

Pay-As-You-Go

A service fee of £60 (£50 + VAT) per hour, or part thereof, will be levied on all unsupported services offered on Product/s which do not fall under the Premium or Business Critical Support contract options. This fee will apply over and above the actual cost of servicing or repairing the unit.

Additional Chargeable Services

A service fee of £60 (£50 + VAT) per hour, or part thereof, will be levied on all repairs and services to Product/s:

- That fall outside the free support offered under a valid Service Contracts, or
- For non-warranty repairs, or
- For products that have not been supplied by FSE

FSE provide two levels of set-up for non-FSE computers:

- In-house service: £120 (£100 + VAT) (computer must be delivered to and collected from our facility in Guildford)
- Remote service: £180 (£150 + VAT) (good internet connection required)

On-site attendance will be invoiced at £180 (£150 + VAT) for the first hour and £90 (£75 + VAT) per hour thereafter plus expenses

Servicing

We offer servicing on select Foresight Launch Monitors and equipment for a fee of £180 (£150 + VAT) which where possible will include: a calibration check, a diagnosis of the unit's performance and component health, as well as a full clean - inside and out. Please note that we do not service or support non-FSE products and equipment.

Change of Region

Please note that the Manufacturers levy a registration fee of £900 (£750 + VAT) to change a unit's usage region to our support region.

Extended Warranty

A 1-year extension to the manufacturer's standard warranty can be purchased at £953 (£795 + VAT) per GCQuad or GCHawk. This is only available at the point of sale and not subsequently.