

# Sales Quote

Michael Manning, PGA  
 Mountain Northwest Sales Representative  
 E-Mail: [mma@trackman.com](mailto:mma@trackman.com)  
 Phone: 701.260.2095

Tyler Kazazian  
 Technical Sales Representative (SIM)  
 E-Mail: [tka@trackman.com](mailto:tka@trackman.com)  
 Phone: 810-225-9855 ext. 280

**Business Name:** Eaglewood Golf Course / North Salt Lake City  
**Contact:** Tyler Abegglen  
**Email:** [tylera@nslcity.org](mailto:tylera@nslcity.org)  
**Phone:** (801) 299-0088  
**Shipping/Installation Address:**  
 1110 E Eaglewood Dr, North Salt Lake, UT 84054

**Issue Date:** 8.24.2021

**Expiration Date:** 30 days from issue date

**Payment Terms:**

- 50% due upon order = Creation and Consultation regarding 2d Design Plans, Booking into Installation Calendar.
  - 50%/balance of simulator/units due 5 weeks prior to install.
  - Balance of Course Rendering due at Course Release in 2022.
- Installation Date:** TBC, Signing, Deposit, and Construction.

**Client Provided Wall Protection / Ceiling Protection**

Description	Unit Price	Qty.	Total
TrackMan Custom Simulator Solution	\$51,990	2	\$103,980
— Indoor Only TrackMan 4	Included		
— TM Turf Footprint— approx. 300 sq per bay	Included		
<<Includes 4 x 10' Hitting Mat, Foam Tile Underlayment, Putting Turf, and Installation >>	Included		
— Impact Screen and Trim Kit	Included		
— Electronics Suite w/ LED Light Fixture	Included		
— TM Software Subscription (TPS/Virtual Golf) (1st year)	Included		
— TM Hardware Subscription (1st year)	Included		
— TM SIM Design & Consultation	Included		
— Shipment of TrackMan Provided Unit(s), Materials, Items	Included		
— Installation and Training	Included		
*Refer to Pages 2-3 for Product Definitions			
— TM Ceiling Protection w Blackout Material	\$1,000	0	
— TM Sliding Curtains for L and R Walls	\$2,000	0	
— Upgrade to Trackman 4 Indoor / Outdoor	\$5,000	1	\$5,000
— TrackMan Course Rendering—(Map Q2 2022, Release Q3-4 2022)	\$15,000	1	\$15,000
— Discount on 2 unit/bay Package	(\$4,950)	1	-\$4,950
— Discount on Course Rendering	(\$1,500)	1	-\$1,500
<b>Subtotal</b>			\$117,530
<b>Utah State Sales Tax</b>	ID #:		Exempt
<b>Total</b>			<b>\$117,530</b>

This sale and delivery of the goods and services specified in this Sales Quote is subject to TrackMan's General Terms, License Terms (available @ <https://mytrackman.com/system/terms-and-conditions> ) and Simulator Terms (Page 5-7) which are an integral part of the sale.

To accept this Quotation please sign and return.

Purchaser:

Signature: \_\_\_\_\_  
 Payments - TrackMan Inc.  
 16445 N 91st St, Ste 104, Scottsdale AZ, 85260  
 Telephone: 1 (810) 225-9855, Fax: +45 4574 0039, E-mail: [main@trackman.dk](mailto:main@trackman.dk)

Bank: Bank Of America, One Atlantic Street, Stamford, CT 06901, USA  
 Phone: +1 203.351.1207, Account No. 385018033522  
 Wire Transfer Routing No.: 026009593, SWIFT: BOFAUS3N; ACH/Transfer Routing No. 011900254 (Electronic)

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## Product Definitions

### TM 4, Indoor Only or Indoor/Outdoor with Video

All TrackMan units are sourced direct from TrackMan Headquarters in Denmark which is the sole manufacturer and distributor of TrackMan units. The TrackMan numbers are the brain behind it all and the TM4 radar unit tracks everything you do when you hit a golf ball. You'll quickly become an insider of the most revolutionary training tool in the industry. To learn everything the TM4 is capable of, please visit [trackmangolf.com](http://trackmangolf.com).

### TM Performance Studio (TPS)

TPS is the flagship software that merges data and video into one convenient package. With its market leading intuitive interface, it is ideal for any academy, business, and simulator environments. For more information about the features in TPS, see appendix or visit [trackmangolf.com](http://trackmangolf.com).

### TM Sim Enclosure + Turf footprint

Trackman—Putting Turf and Foam Tile Underlayment— approx. 300 sq ft per bay including :

TrackMan—Tee-Line Impact/Hitting Mat (typical 4' x 10') insert that will accommodate a standard tee.

HQ Impact Screen and Trim Kit- Screen, Backing Material, Carpeted Trim Kit, Overhead Bumpers and all mounting materials

Overhead-Ceiling Protection Netting, Blackout material

Overhead LED Light/Fixture Above Ball—TM Provided Fixture—Client provided electrical/switch "Hard/live wire"

\*Artificial grass comes in 15' width—seams will be slightly visible with rooms more than 15' wide.

### TM Electronics Suite

TrackMan SIM High Performance PC

27" Touchscreen monitor

Epson HD Projector, 6500 Lumen, 4K upscaling

Wireless mouse and keyboard

All cables and mounts for TM supplied electronics

PC cabinet

### TM SIM Design & Consultation

TrackMan SIM custom design set

Consultation with all architects, electricians, builders, AV Teams etc.

Pre-install support to ensure all TrackMan SIM requirements have been met

Post-install technical support including remote login service

### TM Virtual Golf Package

Immersive golf courses from around the world playable in stunning hyper-realistic 3Dgraphics. New courses are added continuously at no extra cost so long your TM4 SW subscription is up to date. Virtual Golf works only with TM4 and requires up-to-date software license to play all available courses. Expired Software License will grant access to one course, Crystal Pines.

### Other

TrackMan SW Subscription — 1st year

TrackMan HW Subscription— 1st year

TrackMan Onsite Installation and Training

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### *Client Responsibilities and Readiness Checklist*

Prior to installation, the customer is responsible for the following:

1. Acceptance and storage of multiple shipments (at job site), including freight delivery, up to 2 weeks prior to installation;
2. Freight delivery can exceed 8'x3'x3', Turf roll can exceed 15' x 3' in size.
3. Final designs agreed upon with project management team. Deadline: 6 weeks prior to install date;
4. Simulator room should be clean and dust free prior to installation;
5. Provide adequate access to simulator space for transporting large turf roll;
6. Provide contact information of your assigned project manager for questions onsite and during installation;
7. Establish timeline for TrackMan access to the site during installation;
8. Electrician on site during construction (if needed). TrackMan does not perform installations which by law requires a certified electrician;
9. Hard wired and WIFI internet connection for PC in simulator room
10. Power requirements for simulator (power sockets or junction boxes close to the applications)
11. All required prerequisites and other room requirements completed: Electrical outlets terminated & plated, conduit, blocking, painting complete, projector cable, fire sprinklers, alarms, detectors, etc.
12. 2 ladders high enough for ceiling access
13. Provide TM with any info on possible floor heating
14. Optimal room light installed and functional as per requirement (see NOTE below);
15. Final disposal of waste from installation. TrackMan will remove waste to customer provided location on site;
16. Space and access free of furniture, couches, chairs, coffee table, floor trim, computer cabinet etc.

#### **Expect the following freight shipments\* to arrive (can be separate shipments):**

- TrackMan Indoor Golf component crate (5' x 3' x 3')
- Customized turf order (large rolls up to 15' x 2')
- Custom screen enclosure order (large crate up to 10' x 2' x 2')

*\*Items may vary based on installation. Freight shipments will be scheduled delivery by customer and must be stored on-site prior to install by client. Shipments will be unloaded by front door unless otherwise agreed to. Any storage or extra freight/moving cost will be assumed by the customer.*

#### **NOTE: Room lighting (TrackMan recommended or approved alternative).**

- \* TrackMan Simulator may have specific lighting requirements depending on each client's expectations. When playing TrackMan Virtual Golf Courses, the room should be dark to allow projected image to be as bright as possible.
- \* When using TPS Software with external video analysis, the room lighting will need to be bright to help the high speed cameras capture the best quality image.
- \* When using TM Impact Location a minimum of 700 LUX is required around the measuring area, to provide ball impact location—see appendix for details. Please be sure to contact your TrackMan Sales Rep for more information.

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# TRACKMAN

## SIMULATOR SOLUTIONS

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### Sample TrackMan Simulator Graphics

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## Simulator Terms and Conditions (1/3)

These Terms and Conditions for TrackMan Simulator (the "Simulator Terms and Conditions") together with TrackMan's General Terms and Conditions (collectively the "Terms") shall exclusively apply to all confirmed Purchase Orders for purchase and delivery of TrackMan Simulator products, including installation and integration services, between the customer identified in the Purchase Order (the "Customer") and TrackMan Inc. ("TrackMan"). Any acceptance or order by Customer stating different or additional terms from those stated in the Purchase Order and the Terms are not binding or effective unless expressly agreed to in writing and duly signed by TrackMan. Any terms and conditions set forth by Customer shall not at any time form a part of the Purchase Order or any other contract or agreement between Customer and TrackMan.

Unless otherwise expressly stated in these Simulator Terms and Conditions, TrackMan's General Terms and Conditions shall apply to any delivery of goods and/or services under the Purchase Order.

### 1. Product Information

Information in product sheets and price lists are binding only to the extent that they are by reference expressly included in the Purchase Order.

### 2. Delivery and shipments

The risk of accidental destruction of or damage to the goods delivered under any Purchase Order passes to the Customer at the time and date when the goods are delivered to the Customer's address. The Customer shall be responsible for accepting shipments and storing in a dry, protected environment until installation.

Customer shall inspect the outside of packages received and immediately alert TrackMan of any signs of damage as soon as the packages are received. Any additional cost to store, relocate, change address will be at the customer's expense. Many shipments will include freight delivery and delivered items can exceed 8'x3'x3' in size and require on-site storage at the Customer's premises until TrackMan's installation team arrives. You will be notified as items begin to ship but should expect to receive multiple shipments up to 2 weeks prior to scheduled installation date.

Shipping costs are based on the Customer receiving multiple shipments of assorted components. By execution of the Purchase Order the Customer accepts his/her responsibility associated with receiving shipment of the goods.

Promptly upon completion of the installation, a representative of the Customer and a representative of TrackMan (most often the installer) shall inspect the installation. Provided that no material defects are identified in connection with the inspection, the installation shall be considered complete and accepted by the Customer. Subsequent to the installation, Trackman will ensure that a proper training session on the use of the simulator and its features is facilitated.

### 3. Warranties

TrackMan warrants that all installation and integration services shall be performed in a workmanlike manner and that materials are free from defects. This warranty expires on the date falling 90 days from the date of completed installation.

Fixtures, equipment, cabling, flooring, netting, screens, and/or electronics not manufactured by TrackMan, shall be covered only by the original equipment manufacturer's warranty after the initial 90 day period.

This list includes, but is not limited to the following items: TV's, Monitors, Touchscreens, Computers, Cameras, Projectors, Sound System, Lights, Screens, Netting, and Cage. Should one of these items fail and be replaced by the manufacturer's warranty, the Customer shall be responsible for removing and installing the replacement component(s). Any onsite repair or replacement of goods is subject to a repair/installation charge (including associated travel costs).

(continued)

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### *Simulator Terms and Conditions (2/3)*

Normal wear and tear of materials is not covered by TrackMan's warranty. The impact screen, side walls, ceiling, hitting turf, and other components will show wear (and eventually fail) from repeated impacts. For example, in commercial environments the customer should expect and budget to replace the impact screen every 12 months.

Information on warranty with respect to goods manufactured by TrackMan can be found in the TrackMan General Terms.

Any alleged breach of warranty shall be notified to TrackMan as soon as possible. The notice shall contain a description of the alleged breach.

DISCLAIMER. OTHER THAN EXPRESSLY SET FORTH HEREIN, THE TRACKMAN GOODS ARE PROVIDED "AS-IS" WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES, NON-INFRINGEMENT, WARRANTY OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. TRACKMAN DOES NOT WARRANT THAT THE OPERATION AND USE OF THE GOODS AND ANY SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

#### **4. Payment**

Customer shall make a non-refundable upfront payment of an amount equal to 10% of the total purchase price under the Purchase Order to obtain a spot in the installation calendar and start the ordering process. 40% due 8 weeks prior to installation and then remaining 50% of the purchase price is due and payable on the date falling 4 weeks prior to the scheduled installation. A 2% transaction charge on credit card payments may apply.

All payments shall be effected in the currency appearing in the Purchase Order or other clearly agreed currency. In the event of delayed payments an interest of 1% per commenced month shall accrue on the outstanding amount.

All amounts are exclusive of any VAT, taxes or duties (e.g. sales tax or import duties). If the Customer is required to make any tax deduction or withholding from any payment to TrackMan under the Purchase Order, the amount of the payment due from the Customer shall be increased to such amount which is necessary to ensure that TrackMan receives a net amount, which (after making the required tax deduction or withholding) equal to the payment which would have been due if no tax deduction or withholding had been required.

#### **5. Title**

Until payment has been received in full by TrackMan, title to the goods, including any TrackMan Radar (Launch Monitor), shall remain with TrackMan, and in the event of non-payment, TrackMan shall, in addition to all other rights and remedies available to TrackMan, be entitled to recover possession of the goods.

#### **6. General Limitations of Liability**

IN NO EVENT WILL TRACKMAN, ITS OFFICERS, DIRECTORS, MEMBERS, AFFILIATES, AGENTS, EMPLOYEES, AND CONSULTANTS HAVE ANY LIABILITY UNDER THE PURCHASE ORDER TO CUSTOMER OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL, COVER OR PUNITIVE DAMAGES HOWEVER CAUSED, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, AND EVEN IF TRACKMAN HAS BEEN ADVISED OF THE POSSIBILITY OF THESE DAMAGES. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING TRACKMAN SHALL IN NO EVENT BE LIABLE FOR DOWN-TIME, LOSS OF DATA OR DATA BEING RENDERED INACCURATE, LOSS OF PROFITS, LOSS OF INTEREST OR OTHER LOSSES SUSTAINED BY THE CUSTOMER OR THRID PARTIES ARISING OUT OF THE USE OR INABILITY TO USE THE GOODS. TO THE EXTENT PERMITTED BY LAW TRACKMAN DISCLAIMS ANY PRODUCT LIABILITY.

TRACKMANS AGGREGATE LIABILITY WHETHER UNDER CONTRACT, LAW, TORT LAW, WARRANTY OR OTHERWISE WILL NOT EXCEED THE AMOUNTS ACTUALLY PAID BY THE CUSTOMER TO TRACKMAN DURING THE 12 MONTHS PRIOR TO THE DATE OF THE ACTION GIVING RISE TO THE LIABILITY.

*(continued)*

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### *Simulator Terms and Conditions (3/3)*

#### **7. Compliance with fire code etc.**

Customer and TrackMan expressly agrees that the Customer is solely responsible for ensuring that the premises at which the TrackMan Simulator products are installed both before and after the installation hereof, at all times satisfy any and all applicable fire codes and health and safety regulations and laws, whether State or Federal. The Customer undertakes to arrange for any required fire safety inspections of the premises after installation of the TrackMan Simulator products in accordance with applicable laws and regulations.

TrackMan disclaims any and all liability that may arise in connection with or as consequence of any failure by the Customer or any of its officers, directors, employees, contractors or agents to ensure full compliance with applicable fire codes and health and safety regulations from time to time, whether state or Federal.

#### **8. Indemnification by Customer**

Customer agrees to indemnify, defend and hold TrackMan and its directors, officers, employees and agents harmless against any and all third-party claims, damages, costs and expenses (including reasonable attorneys' fees) directly or indirectly incurred by TrackMan as a result of Customer's breach of the Purchase Order or the Terms.

#### **9. Project Rescheduling Policy**

TrackMan requires 7 weeks lead time to properly source and ship materials and book travel and accommodation for the installation team. TrackMan works directly with the Customer (not intermediaries) to confirm if installation date is being changed (written documentation by email is required).

Pending confirmation: Rescheduling an installation is not accepted within 20 business days of the agreed installation start date. Penalty: USD 3,500 charge + any non-refundable fees.

(end)

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