

PRODUCTS TERMS & CONDITIONS

Latest update 19.09.2022

Article 1 - Product offer

The execution of the order and the sending of all the details necessitated by the conclusion of the contract takes place via e-mail. Consequently, you have to ensure that the e-mail address that you have deposited with us is the correct one, and that the receipt of the respective e-mails is guaranteed.

The acceptance of the offer takes place immediately after placing the order via a textual confirmation, in which you receive confirmation regarding the execution of the order or the delivery of the products in question.

The main features of the products can be found in the product description and the supplementary details appearing on our website or received via email. We try to reproduce colors of products as good as possible. We indicate, that deviations of colors and shades are possible. Minor deviations of colors and shades mostly happen due to color settings on screens and do not represent defects.

These appearances shall be seen as characteristic trait and additional value of a natural and unique product and do not count as defect, as long as functionality is not affected. Therefore all our products are checked on functionality and stability. Pictures illustrating the products are not contractually binding. Pictures may differ from actual products. The iPad/Computer is not included in the product package.

S2M 1D Dual Force Plates

User will receive: 2 Force Plates, 1 pair of red & blue mats, 1 universal micro USB charging cable, 1 distance tool and a protective carrying bag. User will also receive access to "S2M 1D Dual Force plates" App available on the App Store for iPad. The access to the App is allowed with a license. 1 year software license is included when purchasing the S2M 1D Dual Force plates.

S2M 3D Dual Force Plates

User will receive: 2 Force Plates, 1 pair of black mats, 2 USB C charging cables and 1 distance tool. User will also receive access to "S2M 3D Dual Force plates" App available on the App Store for iPad. The access to the App is allowed with a license. 1 year software license is included when purchasing the S2M 3D Dual Force plates.

S2M 3D Dual Force Plates RS

User will receive: 2 Kistler / Smart2Move Force Plates 600x500x50 mm with 1 pair of red & blue mats, DAQ System for Applications with Cameras, USB 2.0 cable, 2 Connecting Cables for Kistler / Smart2Move Force Plates (l = 5 m). Camera package: camera, adapter for tripod, cable power/trigger l = 5 m, Ethernet cable l = 5 m, appropriate camera lens define on the invoice. User will receive access to "S2M 3D Dual Force plates" software available on Windows computer. The access to the Software is allowed with a license. 1 year software license is included when purchasing the S2M 3D Dual Force plates.

Accessories for Smart2Move Force Plates

Smart2Move also sells accessories for Smart2Move Force Plates: charging cable, mats, carrying bag, spacer etc.

Article 2 - Prices and methods of payment

- The prices given per mail or in the price lists are current prices and may be changed at any time.
- Prices do not include shipping or applicable sales tax.
- Depending on location, the currency used for payments may differ.

For example:

- United States dollar (USD) for North America and Canada
- Swiss Franc (CHF) for Switzerland and Lichtenstein
- Euros (EUR) for the European Community and the rest of the world

Terms of payment

The customer is responsible for all applicable sales and other taxes associated with the order. If applicable, a separate charge for taxes will be shown on Smart2Move's invoice.

In case of deliveries within Switzerland or Lichtenstein, the following payment options are available:

- Bank Transfer in Swiss franc (CHF).
 - Credit Card in Swiss franc (CHF) with 3,3% of total price in additional fees.
- For Clients in Switzerland and Liechtenstein Swiss value added taxes (VAT) of 7,7% are charged.

In case of deliveries within the United States of America, the following payment options are available:

- Bank Transfer in United States dollar (USD-\$).
- Credit Card in United States dollar (USD-\$) with 3,3% of total price in additional fees.

For Clients in the United States of America, there is no taxes (VAT).

In case of deliveries within the European Community, the following payment options are available:

- Bank Transfer in Euros (EUR-€).
- Credit Card in Euros (EUR-€) with 3,3% of total price in additional fees.

For Clients in the European Community, German value added taxes (VAT) of 19% are charged, only if you do not have an Intracommunity VAT number, that will exempt you from the taxes.

In case of deliveries within the rest of the world (except for the countries mentioned above), the following payment options are available:

- Bank Transfer in Euros (EUR-€).
- Credit Card in Euros (EUR-€) with 3,3% of total price in additional fees.

If you do not accept these terms, please notify us immediately, and we will cancel your order subject to applicable cancellation terms. If you decide to receive our products, it will mean that you accept these terms, and they will be legally binding.

Ownership of the product(s) shall remain with Smart2Move until the purchase price concluded is paid in full and received by Smart2Move.

Article 3 - Billing Method

Customers are responsible for paying the full amount specified on the invoice. Invoices are due and payable immediately within the time period noted on the invoice, measured from the date of the invoice. Any quotations given by Smart2Move will be valid for the period stated on the quotation. Special offers will be valid for the period stated on the invoice/quotation. Shipping, handling and taxes are additional fees unless indicated otherwise at the time of sale.

Article 4 - Penalty for late payment

Late Payment Interest - Any payment which is not made to Smart2Move when due based on the due date on the invoice, shall bear interest at the rate of 5%.

Article 5 - Execution of the order

Once the invoice is paid, your package will be prepared for shipment at the shipping address noted on the invoice. Then, once the product has been shipped, we will send you the tracking number and all information to set up your product.

Article 6 - Cancellation Cases

All sales are final, no refunds or cancellations are issued after you have paid the product in full (down payment, sale items, special offer or full price). You can only exercise a right of retention if the situation in question involves claims arising from the same contractual relationship.

Article 7 - Delivery and return

The delivery conditions, the delivery date and any potential delivery restrictions are detailed via mail. Shipping and delivery dates are estimates. Smart2Move will not be responsible for delays in delivery due to events beyond its control, including shortage of materials, labor strikes, clearance, transportation failures or acts of God. The risk of the sold item accidentally being destroyed or degraded during shipping only passes over to you when the item in question is delivered, regardless of whether the shipping operation is insured.

Delivery conditions

For any dispatch, additional fees for customs, import or VAT may be charged of the part of target country. The client is responsible for these additional fees depending on target countries customs. Smart2Move AG will not pay any of these additional fees.

We deliver all around the world, and separate charges for shipping and handling will be shown on Smart2Move's invoice(s) based on location.

We will deliver the product at the place of delivery requested by the client. On delivery of the product, the client may be required to sign for delivery. You must take care when opening the product so as not to damage it, particularly when using any sharp instruments. The liability for defects associated with our goods is geared towards the Warranty provision in our standard business terms.

As a user, you are requested to promptly check the product for completeness, visible defects and transport damage as soon as it is delivered, and promptly disclose your complaints to us in writing at contact@smart2move.com.

Return

We only replace items if they are defective or damaged.

Smart2Move will provide replacement of force plates and chargers that malfunction as a result of normal wear and tear within a guaranteed period of 12 months after delivery of the product.

Malfunctions associated with water exposure, virus exposure or obvious misuse of the product are not covered under this contract.

To return your product, you should contact us prior to shipping the item. Email us at contact@smart2move.com with request for returning a product. Once reviewed, we will send you a return form to your email address. Once you receive the form, please package the item in the original box with the return form inside. Customer is responsible for all costs to return product to Smart2Move AG. To be eligible for an exchange of your product, you must first email us at contact@smart2move.com to alert us of the damage, then return the damaged item to us. Upon receipt of the damaged item, we will ship out a replacement product, if available. We cannot guarantee an immediate replacement of the product. We will do it in the best time possible. For any questions concerning our returns & exchanges policy, feel free to contact us at contact@smart2move.com.

Lost or stolen packages

Smart2Move is not responsible for lost or stolen packages confirmed to be delivered to the address entered for an order. Upon inquiry, Smart2Move will confirm delivery to the address provided, date of delivery, tracking information and shipping carrier information for the customer to investigate.

Article 8 - Liability of the Provider / Warranty

Limited Hardware Warranty

All units are covered by a 12 months limited hardware warranty.

You are obligated to exercise due diligence while promptly checking the goods for qualitative and quantitative deviations, and to inform us in writing of apparent defects within a period of 7 days after receipt of the goods. The term limit shall be considered to have been complied with if a timely dispatch was executed. This also applies to hidden defects that are detected at a later stage (from the time of discovery onwards). Warranty claims cannot be raised if the obligation to inspect and the obligation to give notice of defects are not fulfilled.

In case of defects, we honour the warranty in a manner of our choosing, i.e. either by rectifying the defects or delivering a replacement. If the defect rectification procedure fails twice, you can either demand a reduction or withdraw from the contract. In case of rectification of defects, we do not have to bear the increased costs that arise as a result of moving the product in question to a location other than the place of delivery, provided that the movement does not correspond to the intended use of the products.

The shortened warranty period does not apply in situations involving culpably caused damages that can be attributed to us and which are associated with loss of life, injuries or health-related damages. Furthermore, it does not apply in situations involving damages suggested as a result of gross negligence or malicious intent, or in situations involving deceit.

Conditions of warranty

The basic warranty is effective for one year since the date of delivery (the delivery receipt is the proof of date for warranty, please keep this document).

The warranty covers: Manufacturing defects and the repair of hidden defects, if proven, with repair or exchange of defective parts.

No compensation can be demanded for damage during the immobilization of the device for repair. The expenses of return and forwarding are supported by Smart2Move, and a pick-up will be organized at the address given by the customer.

The mentioned annual guarantee will be not applied in case of breakdowns or defects caused by a misuse of the device or its accessories, by a bad interpretation or even a wrong application of the user manual guide, by negligence or by accident, by a poor maintenance or a non-authorized repair of the device by Smart2Move.

S2M 1D Dual Force Plates / S2M 3D Dual Force Plates

Precaution of use

The quality and the safety of your S2M 1D Dual Force plates system is guaranteed if the following conditions are strictly followed:

- It is strictly forbidden to open or to try to open the system, the usual care of your system does not need to open the system.
- Clean the outside of your equipment with a dry or very slightly wet soft rag.
- Do not use caustics products.
- Keep your system in a dry place.
- Do not expose your system to humid, moist or wet conditions.
- Do not surcharge the system
- Do not apply any weight on the borders of each plate, always apply weight in the centered area of the plate
- Do not apply a weight over 160 kg / 350 Lbs on each plate
- Do not use the S2M 1D/3D Dual Force plates system for any other use than analyzing golf swing.
- Do not jump and land back onto the force plates.

Exclusion of warranty

Any trace of corrosion cancels the present guarantee.

Any deformation or distortion of one or more sensor cancels the present guarantee.

Any other use than analyze the golf swing or described exercises in the notice with the system cancels the present guarantee.

Mats, spacer (distance tool), travelling bag and charging cable are not included in the warranty.

If any of the above conditions have not been respected, the warranty will not be honored.

S2M 3D Dual Force Plates RS

Precaution of use

The quality and the safety of your S2M 3D Dual Force plates RS system is guaranteed if the following conditions are strictly followed:

- It is strictly forbidden to open or to try to open the system, the usual care of your system does not need to open the system.
- Clean the outside of your equipment with a dry or very slightly wet soft rag.
- Do not use caustics products.
- Keep your system in a dry place.
- Do not exposed your system to humid, moist or wet conditions.
- Do not surcharge the system and apply a weight over 500kg per plate.

Exclusion of warranty

Any trace of corrosion cancels the present guarantee.

Any deformation or distortion of one or more sensor cancels the present guarantee.

Any other use than analyze the golf swing or described exercises in the notice with the system cancels the present guarantee.

Mats, cables, camera, lens and other accessories are not included in the warranty.

If any of the above conditions have not been respected, the warranty will not be honored.

For more information: <https://www.kistler.com/en/general-terms-and-conditions-of-sales/>

S2M Care

You can protect your investment with the Smart2Move Care, which provides the following benefits:

- Should the unit become accidentally damaged or broken during the covered term, Smart2Move will repair or replace the unit.
- Claims are limited to a maximum of two replacements per year.
- Shipping costs on covered repairs is free.

The subscription to the Smart2Move Care Pack is only available within 30 days after Smart2Move Force Plates delivery.

Email us if you are interested in the S2M Care. A flyer with price details will be available in the parcel.

Liability

If the situation in question relates to important contractual obligations and involves minor negligence, our liability is limited to the foreseeable damages that are typical for the contract. The term Important Contractual Obligations will refer to important obligations that follow from the nature of the contract and whose violation would jeopardise the fulfilment of the purpose of the contract.

It also covers obligations that the contents of the contract impose on us in order to facilitate the fulfilment of the purpose of the contract and whose fulfilment makes it possible for the contract to be executed in an orderly manner, and compliance with which may regularly be taken for granted by you.

We also assume full liability in all situations involving malice and gross negligence, situations involving fraudulent concealment of a defect, situations involving the take-over of the guarantee associated with the properties and condition of the object of purchase, situations involving damages corresponding to the product liability law and all other legally-regulated situations.

When it comes to the violation of inessential contractual obligations, no liability shall be assumed if the situation in question involves violations of obligations associated with light negligence.

The current state of the respective technology makes it impossible to guarantee that data transmission operations that use the internet will take place in an error-free manner characterised by permanent availability. In this respect, we cannot vouch for the constant and uninterrupted availability of the website and the service offered on the website.

Return of property

In case of non-payment, cancellation, termination, or expiry of this agreement, the user will immediately return all products received to Smart2Move.

Assignment

User may not voluntarily, or by operation of law, assign or otherwise transfer his obligations and rights under this agreement without prior written consent of Smart2Move.

Proprietary information

The products provided by Smart2Move may not be used to obtain a proprietary technology contained herein, such as for reverse engineering, manufacturing of competitive products, implementation of technology into other products, etc. Such information is the intellectual property of Smart2Move.

For any questions, please contact us at contact@smart2move.com.

Smart2Move may revise these Terms at any time without notice.

By placing an order, you agree to be bound by the latest version of these Terms and Conditions.