



CONFIDENTIAL

2023 Rental Fleet Sales Program

CSR Program: 23-800

Distribution: To approved USA accounts to be purchased for member use or non-private course rental fee use. These units are not to be sold for any reason and voids warranty and repair policy if sold.

Fleet Warranty:

- Motocaddy's Limited Manufacturing Warranty Policy covers models against manufacturing defects (You will know in 2 days of use if manufacturing defect) but does not cover normal wear and tear, and excess use by many operators and abuse. Motocaddy will repair parts and labor with charge.
- Water damaged motors / batteries are not covered under this policy.
- Electric Caddy Warranty under this program is against manufacturing defects, NOT normal wear and tear with multiple users and abuse.
 - Battery / Charger Warranty: 2 Year
 - Model Warranty: 1 Year against manufacturing defects, NOT normal wear, and tear, plus more use and abuse by multi-user use.
 - Water Damage Voids All Warranties.
- Dollar volume purchased on this program does not count towards pre-book / stock programs.

Program: Clubs / Courses can buy multiple units in multiple models and entire order in units qualify regardless (assortment of combined units) for Fleet Pricing. Due to Rental Fleet Pricing – M-Series Accessory Pack is not included but have special Accessory Pack Price for this program to give members and users the ultimate experience with M-Series models only.

Program Model Pricing:	<u>2-5 Units</u>	<u>6-11 Units</u>	<u>12+ Units</u>
M7 GPS REMOTE ELECTRIC CADDY	\$1,161.00	\$1,134.00	\$1,107.50
M7 REMOTE ELECTRIC CADDY	\$945.00	\$913.00	\$902.00
MS GPS DHC ELECTRIC CADDY	\$885.00	\$854.00	\$844.00
CUBE PUSH CART	\$163.50	\$159.30	\$155.50
ZI PUSH CART	\$94.25	\$94.25	\$94.25
MOTOCADDY M-SERIES* ACCESSORY PACK	\$25.55	\$25.55	\$25.55
MOTOCADDY M-SERIES* SAND BOTTLE	\$19.90	\$19.90	\$19.90
MOTOCADDY UMBRELLA HOLDER	\$7.50	\$7.50	\$7.50 (FITS Z1)
MOTOCADDY XL DRINK HOLDER	\$5.50	\$5.50	\$5.50 (FITS Z1)
<ul style="list-style-type: none">• M-SERIES ACCESSORY PACK ONLY FIT ON M-SERIES MODELS / UMBRELLA HOLDER IS INCLUDED• SAND BOTTLE ONLY FITS ON M-SERIES, ATTACHES SAME SPOT AS SCORE CARD• UMBRELLA HOLDER AND XL DRINK HOLDER ARE ONLY ACCESSORIES FITS ON Z1. NONE ON CUBE PUSH CART			

Qualifications & Sales Order Requirements:

- **Account earns following pricing based on each order placed per unit (per above) guidelines pricing above. Three Levels and each order will be qualify separately based on unit order placed at that time.**

Freight: **Free Freight on each shipment to same location based on units above**
(Via FEDEX GROUND)

Payment Terms: **NET 60 DAYS**

Order Acceptance:

All customer purchase orders are the property of Motocaddy Inc. and are subject to acceptance and credit approval at USA HQ in Vista HQ, CA.

All customers agreed to Motocaddy Inc. terms and conditions by placing all/any order(s) to Motocaddy Inc. via phone, fax, email, B2B, or via Motocaddy Sales Rep.

Payment & Freight Terms

Standard terms of sale are NET 30 DAYS (Date of invoice), FOB Origin, Freight Collect.

Other terms of sale may apply to purchase programs.

PRE-BKG Price Level Qualified for are forfeited by account for invoices past due 30-44 Days.

- Entire Account will be rebilled at wholesale Price List and Freight.

PRE-BKG Price Level Qualified for are forfeited by account for invoices past due 46 Days or more days.

- Entire Account will be rebilled at Wholesale Price, NET 30 Days and stated above.

Claims for shortages and or damages must be made with the carrier.

Proof of Delivery

Proof of delivery requests must be made in writing within thirty (30) days of ship date Motocaddy Inc. to Credit / Financial Department. Proofs of Deliveries are subject to a \$25.00 service charge which will be waived in the event the goods are not received.

Rejection and Revocation

All claims for damages, errors or shortages in goods delivered by the Seller to Account under this contract shall be made by the account in writing to Motocaddy Inc. customer service department within a period of seven days (7) days after the goods are delivered to the account. Failure to timely make such claims shall constitute an irrevocable acceptance of the goods and an admission that they comply with all terms, conditions, and specifications of this contract.

General Order Conditions & Policies:

- Orders that are not credit approved Motocaddy Inc. due to account delinquency prior to or on the requested ship date will forfeit their qualifying ship date. The order will be moved to a ship date 60 days later. If the order is still on credit hold at the time of the later ship date, the order will forfeit booking program and discounts.
- All terms and conditions on Motocaddy Inc. invoices and Motocaddy's MAP Policy apply to this program.
- Accounts may change their pre-booking orders once, if changes are made in writing 45 days prior to the requested ship date, and the change does not exceed more than a 5% decrease in total value of the original order, or it will result in the forfeit of all 2023 discounts. Pre-Booking order changes are subject to product availability.
- No cancellations are allowed 44 days or prior to ship-date. Any unauthorized cancellations of multiple shipments will result in forfeiture of all discounts, payment terms, and any pre-booking bonuses.
- Motocaddy Inc.'s independent sales representatives are not authorized to make any changes, extensions, or qualifying volume concessions to Motocaddy pre-booking program stated above.
- Although some invoices may carry staggered due dates, they are all part of one transaction. In the event of breach of any installment, MOTOCADDY INC. may elect to declare the full balance due immediately. Discounts and any/ pre-booking bonuses are forfeited if any payment installment is not paid on time and in full.
- Interest charges are applied on all invoices if not paid within stated payment terms.

Terms & Conditions of Sale, Internet & Transshipping

- **All MOTOCADDY INC. Products purchased by dealer under this program are purchased solely and exclusively for Dealer's rental to consumers / members / use course location. Dealers shall not sell any MOTOCADDY INC. products purchased on this program to end-consumers, another dealer, at retail stores, or any digital platform.**
- All MOTOCADDY INC. products purchased by dealer are purchased solely and exclusively for dealer's rental use on course in the continental United States (or other assigned territory) and dealer shall not sell any MOTOCADDY INC. products outside of, or for export from the continental United States (or other assigned territory). **Dealer shall not offer or use any third-party parcel forwarding service that allow for the shipping of MOTOCADDY INC. products outside the United States. Dealer agrees to ensure that ship to addresses and bill to address for customers are USA addresses.**
- Dealer agrees and understands that any resale not permitted by the preceding paragraphs is strictly prohibited and will constitute a material breach of the terms and conditions of sale and/or dealer agreement and may result in immediate termination as MOTOCADDY INC dealer/Inc. and may subject dealer to damage claims by MOTOCADDY INC. for breach of contract.
- It is expressly understood by the dealer that the damage suffered by MOTOCADDY INC. For breach of the preceding paragraphs are impossible to estimate or quantify at the time this agreement is executed, and that such harm and damages suffered by MOTOCADDY INC, are likely to be irreparable. Dealer, therefore, agrees that liquidated damages shall be awarded to MOTOCADDY INC. in the amount of One Thousand Dollars (\$1,000) for each product sold by dealer in breach of the preceding paragraphs.

Refer to 2023 Motocaddy Inc. Terms & Conditions for complete Terms and Conditions of Sale