



TX CUSTOM GOLF TERMS & CONDITIONS

PLEASE READ THIS DOCUMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU. THESE TERMS GOVERN YOUR PURCHASES AND USE OF THIS SITE.

This Agreement and any documents referenced here contain the terms and conditions that apply to Purchases (the "Purchases") or Custom Shop Services (the "Services") from TX CUSTOM GOLF ("TXCG") by you ("you" or "Customer") in the United States. By placing your order for Purchases or Services, you agree to be bound by and accept these terms and conditions. These terms and conditions are subject to change without prior written notice at any time. You may also be subject to other terms and conditions governing certain features of our website or online store, including purchases from other affiliated companies.

TXCG CUSTOM SHOP:

The TXCG Custom Shop is not open for visitation without an advance appointment. The shop is not open to the public and unannounced drop-ins are not allowed. All communications with TXCG shall be via business telephone: (469) 500-9994, business email: jason@txcustomgolf.com or the link on our website. We do not respond to text messages.

Payment Terms:

Initial deposit (if required) as shown on your invoice must be received by TXCG prior to our acceptance of an order. Payment for the Services is to be made by credit card, Venmo or Zelle at time of order (at this time we do not accept PayPal). Final payment is required after completion of the work and prior to delivery back to the Customer. Orders are not binding upon TXCG until accepted by TXCG. TXCG reserves the right to refuse to accept any request for Services for any reason, in its sole discretion.

Shipping Procedure; Shipping Charges; Taxes:

TXCG will not personally pick up or deliver clubs to Customers. We do not allow Customers to pick up or deliver their clubs to the TXCG Custom Shop without prior approval. All deliveries to TXCG are recommended to be done by insured shipping carriers such as USPS, FedEx or UPS. Customer is responsible for shipping costs to & from TXCG's Custom Shop (including any fees or other costs charged by the applicable freight carriers or any other party involved in transporting, importing or exporting these products) and for any sales or other taxes associated with the order. Texas sales taxes and return shipping charges by insured carrier such as USPS, FedEx or UPS will be shown on the invoice.

Risk of Loss:

TXCG is not liable for goods lost or damaged in transit. (i) Clubs being sent to TXCG: It is recommended that you forward the golf clubs to be submitted for Services to TXCG via an insured, traceable carrier with coverage equal to the replacement value of the clubs. In the event of a loss or damage to the clubs, Customer is responsible for filing a claim with the carrier. (ii) Clubs being returned to Customer: TXCG shall forward the golf clubs via an insured, traceable carrier with a coverage amount of \$100.00. Customer has the option to request additional coverage which will be shown on the invoice. In the event of any loss, TXCG will file a claim with the carrier and will refund Customer the amount that is received back from the carrier. (Note: If Customer did not request and pay for adequate insurance coverage, TXCG may not be able to recover an amount equal to the loss and will not be able to refund the full amount of the loss.)

Warranties:

In addition to the warranty described under Basic, Restoration, Refinishing and Custom Shop Services, TXCG will repair/rework golf clubs that fail due to the following for a period of thirty (30) days at no cost to the Customer:

- Head separates from shaft due to epoxy failure (broken/bent shafts, broken ferrules and/or bent hosels are not covered).
- Epoxy separates and causes a rattle inside the clubhead or shaft.

Any wear and tear damage to the golf club resulting from use is not warranted.

Any new items purchased from TXCG and direct shipped to Customer will come with the original manufacturers warranty. Any claims will have to be made directly with the manufacturer.

Return/Refund Policy: Custom Shop

All orders for handcrafted, customized, restored or modified golf clubs cannot be cancelled for any reason and are not returnable. Customer agrees not to file a chargeback for any reason with their credit card company. Refunds will not be approved for customized or restored golf clubs.

Return/Refund Policy: Non-Custom Items

Refunds for non-custom items purchased from TXCG or our website/store are subject to individual review for possible damages, etc. after return to TXCG. The portion of the Customer's payment less the value of any damages as determined solely by TXCG, will be refunded back to the original payment method within 10-15 business days and will be net of any taxes, bank fees and/or shipping charges.

Return/Refund Policy: Incomplete Work

If a Customer requires TXCG to return a golf club or set of clubs prior to completion of the Services, TXCG will stop work and ship the golf club(s) back to the Customer in an unfinished condition. If a Customer comes to the TXCG shop without an appointment and picks

up their clubs prior to completion of the Services, TXCG (in its sole judgement) will determine the value of the incomplete work and it will be refunded back to the original payment method within 10-15 business days and will be net of any taxes, bank fees and/or shipping charges. If a Customer attempts to file a chargeback of any kind, TXCG will not process any refund until the chargeback process is finalized.

Limitation of Liability:

TXCG shall not, under any circumstances, including those related to fraud by any party, personal injury, property damage, mistake or any negligence, be responsible for any damages in excess of the price paid by Customer for the Services provided to that Customer for any individual item of golf equipment. TXCG will not be liable for any failure or delay in performance due in whole or in part to any cause beyond TXCG's reasonable control including, but not limited to delays in shipping, procuring materials or components, strikes, riots, wars, fires, acts of God or acts of compliance with any law or regulation. In no event shall TXCG be liable to Customer for any (i) special, indirect, incidental or consequential damages, or (ii) damages resulting from loss of use or profit, unless required by law.

Dispute Resolution:

Any claim, dispute or other matter in question arising out of any Sales or Services shall be subject to non-binding mediation as a condition precedent to binding dispute resolution. All requests for mediation shall be made in writing. The parties shall share the mediator's fee and any filing fees equally.

Compliance with Applicable Law:

Customer agrees to comply with all applicable laws and regulations of the various states and of the United States. THIS AGREEMENT AND ANY SALES HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, WITHOUT REGARD TO CONFLICTS OF LAWS RULES.

Basic, Restoration, Refinishing and Custom Shop Services:

Customer agrees that the estimated duration of time for completing services is 6-8 calendar weeks or as shown on your invoice. If we encounter delays due to shipping, subcontract work or materials and supplies being temporarily out of stock or on backorder we will notify the Customer. TXCG will perform such Services as are requested in connection with the submission of the subject golf clubs; however, not all such Services are available for all golf clubs. TXCG's acceptance of a request for Services does not constitute a warranty that such Services will result in a product which is identical in every way to the originally manufactured item. TXCG warrants that, in the provision of Services, it will use reasonable care and diligence in the performance of such Services. However, not all golf clubs may be restored to their original condition. In addition, OEM replacement parts may not be available for all golf clubs and substitute parts may be provided if available. Clubs with inserts and/or stencils/labels may not be able to be restored to their original condition – they may be removed and omitted or replaced with substitute parts as a part of the restoration process. If unforeseen events occur or if the golf club condition is deemed unsuitable for the performance of Services such that these Services, in TXCG's judgment, cannot or should not be performed, the golf club will be returned without such Services being conducted and the Customer's payment, less shipping costs, taxes & bank fees will be refunded.

Abandoned Golf Clubs:

After completing the Services, TXCG will notify the Customer and email the final invoice for payment. If the Customer does not make final payment within thirty (30) calendar days from that notification, TXCG will sell the golf club(s) in order to be compensated for the Services. If the sales amount less any shipping charges, sales taxes and bank fees exceeds the amount due to TXCG, a payment in that net amount will be forwarded to the Customer within 10-15 calendar days. If the sales amount less any shipping charges, sales taxes and bank fees is less than the amount due to TXCG, the Customer will be invoiced for the remaining amount due.

Progress Photos:

TXCG does not provide progress photographs or reports during the time that the Services are being done. Final photographs will be provided to confirm completion of the work prior to final payment by Customer.

Errors:

TXCG attempts to ensure that the information on the website and online store is accurate, complete and current. However, despite TXCG's best efforts, there will be instances where information about an item contains inaccurate or incomplete data, including the data about the item's price or availability. As stated above, we make no guarantee that the information on this site is error-free, complete or accurate. In the event a product is listed at an incorrect price or with incorrect information due to a typographical error or other error in pricing or product information, we will attempt to correct the error where discovered. We reserve the right to revoke any stated offer for any reason and to correct any inaccuracies or omissions, including after an order has been submitted and where or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order cancelled, we will issue a refund to your credit card in the amount of the charge, and shall not incur any additional liability for such cancellation.

Third-Party Links:

In an attempt to provide increased value to our Customers, TXCG may link to sites operated by third parties. However, even if the third party is affiliated with TXCG, we have no control over these linked sites, all of which have separate privacy and data collection practices, independent of TXCG. These linked sites are only for your convenience and therefore you access them at your own risk. Nonetheless, TXCG seeks to protect the integrity of its website and the links placed upon it and therefore requests any feedback on not only its own site, but for sites it links to as well (including if a specific link does not work).

Order Changes:

We will do our best to accommodate any changes made to your order after it is received and accepted by TXCG. Please note that a new estimate will be prepared and submitted to you for approval which will include the costs for any changes as well as a **\$25 service change fee**. The estimated completion date will also be updated to reflect the time required to accommodate the proposed changes.