



Warranty Agreement.

Revision 1.04, November 2, 2006

This is a copy of the Warranty Agreement as it appears in the e-range software and/or License Agreement

Advance Replacement Warranty - 1 Year on all hardware

The e-key reader, power supply and e-keys are warranted for a period of 1 year from the date of purchase. The warranty covers any malfunction of the reader or power supply due to any cause except vandalism.

We understand the importance our e-range reader hardware plays in your customers' range enjoyment. In the unlikely event of a hardware failure, even if it's lightning, our commitment to you, is to have you up and running as fast as possible without undue interruption of service. Our warranty policy is an Advance Replacement Warranty for 1 year from the date of purchase. When you call for assistance, if we determine there has been a hardware failure, we will ship you a replacement within 24 hours; shipping priority is your decision. You must return your defective hardware within 48 hours of receipt of the replacement to avoid repair costs.

Restrictions to this amazing warranty...

1. Vandalism is not covered.
2. You are responsible for shipping charges and shipping method after 90 days.
3. Warranty covers hardware only. On-Site Installation and replacement labor is not covered.
4. The software is a separate warranty and license.
5. Limitation of Liability listed below.

All hardware warranty claims should be made through the authorized e-range distributor you purchased the product from. Postage and/or Shipping to e-range or an authorized distributor are the responsibility of the owner after 90 days. e-range, a division of Kane's Distributing Ltd. will pay or refund ground shipping for defective parts within the first 90 days of purchase.

Limitation of Liability – All hardware (readers) and all Versions of e-range software.

ANY LIABILITY OF THE SELLER WILL BE LIMITED EXCLUSIVELY TO PRODUCT REPLACEMENT OR REFUND OF THE PURCHASE PRICE. IN NO EVENT WILL KANE'S DISTRIBUTING LTD. OR ITS DISTRIBUTORS BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A REPRESENTATIVE OF KANE'S DISTRIBUTING LTD. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY.

e-range, a division of Kane's Distributing Ltd. assumes no liability whatsoever for losses or damages of any kind, including lost revenue, arising from the failure or malfunction of the e-key reader, e-keys and/or the e-range software. Every effort has been made to provide a stable and error free product, however, no electronic device can be 100% protected against unknown and unusual conditions.

The e-keys have a practical life of 5 years, are relatively indestructible, and can be used and reused thousands of times. The e-keys are warranted for 1 year as well, excluding vandalism or obvious tampering.

The e-range software is warranted against errors in software programming which cause the program to show an error code, and immediately shuts down the software; requiring you to restart either your computer or the e-range software.

Please [contact us](#) to report a problem or call [technical support](#) at (905) 688-8823. There will be regular updates and performance improvements of the full range of e-range software.

Software warranties are restricted to e-range software design errors. Problems you experience, caused by proprietary computer hardware, or other software running on your computer that interfere with the proper operation or installation of e-Range are not covered under warranty. Our Technical support group will assist in any setup and or installation problems you encounter, however a fee may apply. Please read the installation requirements for the version of e-Range, prior to purchasing to ensure your computer hardware has the necessary available ports and power requirements.

United States of America -

All warranty claims are FOB Niagara Falls NY for e-range and e-key products distributed in the U.S.A.

Canada -

All warranty claims are FOB St. Catharines, Ontario for e-range and e- key products distributed in Canada.

Europe -

All warranty claims are FOB St. Catharines, Ontario for e-range and e- key products distributed in Europe.

Governing Law and General Provisions.

This Warranty Agreement will be governed by the laws in force in New York State, USA for Licensee's in the United States of America, & Ontario, Canada for Licensee's residing in Canada, excluding the application of the State or Provincial conflicts of law rules. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. This Agreement shall automatically terminate upon failure by you to comply with its terms. This Agreement may only be modified in writing signed by an authorized officer of Kane's Distributing Ltd.

DOUBLE YOUR WARRANTY!

Extended warranty is available at additional charge for up to 4 years coverage.

Expired Warranty - Advance replacement policy still applies where applicable. Advance replacement expired warranty fee includes a replacement reader with a 90 day extended warranty. You may choose to have your reader repaired without receiving an advance replacement or advance replacement fee. Expired warranty fees do not include shipping and handling.

If you have any questions or concerns about our warranty or license agreement please feel free to contact us at 905 688-8823, visit us at www.golfrangesystems.com or email info@golfrangesystems.com

Thank you for choosing the most powerful prepaid range system in existence. We will continue to improve and transform our product to be able to bring you advanced technology, information, and management to your golf driving range.

Scott Garratt
V.P. Operations
e-range prepaid golf range systems



Software License Agreement.

Revision 1.01, Nov 7, 2002

This is a copy of the Software License Agreement as found in the software. Note: You must agree to the license requirements listed below to use the software. If you do not agree with the license the software cannot be used but may be returned for refund within 10 days.

e-Range Golf Range Software System
e-Range 2.0 Golf Range Software System
e-Range 4.0 Golf Range Software System
e-Range 6.0 Golf Range Software System
e-Range 8.0 Golf Range Software System
e-Range PIN Golf Range Software System
e-Range PLUS Software

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License/Registration Details...

End User License Agreement

NOTICE TO USER: You should carefully read the following terms and conditions before using this software.

Use of this software indicates you agree to be bound by the terms of this Agreement identified further as the 'End User License Agreement or E.U.L.A.

The e-Range Golf Range Software System package contains software ("Software") - and includes all files supplied in the package including any images, "applets", photographs, animations, video, audio, music and text incorporated into the Software. The term "Software" shall also include any upgrades, modified versions, updates, additions and copies of the Software licensed to you by Kane's Distributing Ltd. This Agreement applies to both the unregistered demonstration version of e-Range("Demonstration Version") - a non working demonstration version for which no payment is required - and the registered operational version for which payment has been made ("Registered Version"). Kane's Distributing grants to you a nonexclusive license to use the e-Range Range Software System Software provided that you agree to the following:

1. Use of the Software.

Demonstration Version. You may -Install the Software on as many locations as you wish and trial the Software for evaluation purposes without charge. The Software will not value or modify the e-key hardware used in the System, however, every screen available in the registered copy is visible. The Demonstration Version has sample data included to allow you to make an informed evaluation of the software. Registered versions are available from your local golf ball dispenser manufacturer or dealer. See the About/Support box for more information and to obtain the name and number of your local representative.

Registered Version. The registered version will not operate without a specifically assigned hardware device identified as the e-key drive shipped with each Software License. Any attempt to operate the software without the e-key drive present on the computer in which the software is installed will result in automatic closure of the software after it is started.

You may install the Software in a single location on a hard disk or other storage device. Make one backup copy of the Software, provided your backup copy is not installed or used on any computer.

2. Copyright - Demonstration and Registered Versions. The Software is the intellectual property of Kanes Distributing Ltd. and its suppliers and is protected by copyright law, international treaty provisions, and applicable laws of the country in which it is being used. The structure, organization and code of the Software are the valuable trade secrets and confidential information of Kane's Distributing Ltd. Therefore you must treat the Software just as you would any other copyrighted material such as a book. In other words you may not copy the Software except as set forth in the "Use of the Software" section. Any copies that you are permitted to make pursuant to this Agreement must contain the same copyright and other proprietary notices which appear on or in the Software. You agree not to modify, adapt, translate, reverse engineer, decompile, disassemble or otherwise attempt to discover the source code of the Software. Trademarks shall be used in accordance with accepted trademark practice, including identification of trademark owner's name. Trademarks can only be used to identify printed output produced by the Software. The use of any trademark as herein authorized does not give you any rights of ownership in that trademark. Except as stated above, this Agreement does not grant you any rights to intellectual property rights in the Software. To the extent that local laws grants you the right to decompile the Software in order to obtain information necessary to render the Software interoperable with other software, you shall first request Kane's Distributing Ltd. to provide you with the necessary information. Kane's Distributing Ltd. has the right to impose reasonable conditions such as a reasonable fee for doing so.

3. Transfer. - Demonstration and Registered Versions. You may not rent, lease, sublicense, or lend the Software. You may, however, transfer all your rights to use the Software to another person or legal entity provided that you transfer this Agreement and transfer (or destroy), the Software, including all copies, updates and prior versions, to such person or entity and provided that you retain no copies, including copies stored on your computer.

4. Disclaimer of Warranty - Demonstration and Registered Versions. THIS SOFTWARE IS SOLD "AS IS". KANE'S DISTRIBUTING LTD. AND ITS SUPPLIERS DO NOT, AND CANNOT, WARRANT THE PERFORMANCE OR RESULTS YOU MAY OBTAIN BY USING THE SOFTWARE. KANE'S DISTRIBUTING LTD. AND ITS SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AS TO NONINFRINGEMENT OF THIRD-PARTY RIGHTS, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE.

5. Limitation of Liability - Demonstration and Registered Versions. ANY LIABILITY OF THE SELLER WILL BE LIMITED EXCLUSIVELY TO PRODUCT REPLACEMENT OR REFUND OF PURCHASE PRICE. IN NO EVENT WILL KANE'S DISTRIBUTING LTD. OR ITS SUPPLIERS BE LIABLE TO YOU FOR ANY CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING ANY LOST PROFITS OR LOST SAVINGS, EVEN IF A REPRESENTATIVE OF KANE'S DISTRIBUTING LTD. HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY THIRD PARTY.

6. Governing Law and General Provisions. - Demonstration and Registered Versions. This Agreement will be governed by the laws in force in New York State, USA for Licensee's in the United States, & Ontario, Canada for Licensee's residing in Canada, excluding the application of the State/Province conflicts of law rules. This Agreement will not be governed by the United Nations Convention on Contracts for the International Sale of Goods, the application of which is expressly excluded. If any part of this Agreement is found void and unenforceable, it will not affect the validity of the balance of the Agreement, which shall remain valid and enforceable according to its terms. This Agreement shall automatically terminate upon failure by you to comply with its terms. This Agreement may only be modified in writing signed by an authorized officer of Kane's Distributing Ltd.