

PowerKube®



TERMS & CONDITIONS

November 2022

N.B. Prior to using a PowerKube you will be prompted to accept (by ticking a box in our software) the following terms and conditions, therefore it is important you read these and agree to be bound by them. Whilst you are logged on, no other persons should have access to the PowerKube, as you could then be responsible for that person.

(1) SAFETY INSTRUCTIONS

(a) It is the responsibility of both the end user and any resellers to ensure they have appropriate insurance in place to cover the use of the PowerKube. In the case of multiple users on a single PowerKube, we reserve the right to request a copy of their insurance certificate. (b) Strike Research Limited takes no responsibility whatsoever for any physical injury to the user sustained during the use of the equipment. (c) Users use this equipment at their own risk. (d) Maximum human force is measured when the impact is at 90 degrees (+/- 30 degrees) to the strike surface, (when viewed both vertically and horizontally) and when the strike is within the inner white circle, as illustrated in the picture.



Correct



Incorrect



Correct

(e) The impact sensitive area is the white target. If you are impacting with an arm or shin, the best results will be when the limb *cuts through the centre* of the inner white circle of the target.(f) When measuring, it is therefore recommended that for each technique, power levels are increased gradually to establish the tactile nature and the general feel of the equipment before full force is employed. (g) From experience no more than five strikes are necessary to establish a peak result. Strike 1 will establish distance, height and attack angle and give some indication of feel, strike two (following minor adjustments if necessary) should be an escalation of power and 3, 4 & 5 attempts at delivering peak power. Again, from experience we see little benefit from protracted measurements of say more than 10 of a technique, following traditional training.(h) Whilst every care has been taken to ensure the target striking surface of PowerKube is fit for purpose, any other areas/sides of the pad that do not have a clearly printed target are not suitable surfaces for striking. Severe damage to both equipment and the person involved could result. (i) Any strike whatsoever on anything other than the target surface will automatically invalidate any warranty given or inferred. (j) Do not wear shoes or trainers when kicking the unit . (k) Do not use weapons to strike the unit without our weapons grade cover and then weapons are limited to handheld passive devices.(l) A straight finger technique which requires the striking surface (like pine boards) to collapse is not suited to the PowerKube.(m) One foot must always be planted during striking. (n) No 'flying' techniques are considered valid as their magnitude is entirely dependent on the weight of the person and the speed at impact (o) Anyone under 18 years of age must be supervised by a qualified adult instructor trained in the use of PowerKube. (p) You may wish to wear a sock, which can effectively remove the sting effect experienced when carrying out a roundhouse kick, if impacting with the top of the foot.

(2) IMPORTANT TERMS OF USE

- (a) Any items supplied by Strike Research designed to be wall-mounted should have the walls checked by a building surveyor, prior to installation, to ensure it can take the maximum load of associated impacts. (b) The PowerKube Pro has been configured to conform to BSEN957. (c) If the PowerKube is to be handheld we recommend the person doing the holding is substantially bigger than the person doing the striking. It is vital that the PowerKube is held correctly, in order that the strike surface is solid or 'Error' will be registered the results being invalid. (d) Holding the bag incorrectly can also prevent free compression of the pad reflecting inaccurate readings. There is only one correct method. Using the handles provided place the right hand palm upper most under the top handle, the left hand palm down, underneath. Putting tension on the handles by firmly pulling them apart hold the PowerKube firmly against your left shoulder hugging the unit tight into your body so that there is no air gap between the shoulder, the body and the pad. In the case of left handed persons reverse the hands and use the right shoulder and reverse the hand positions. This ensures a strong striking surface for the user and maximum protection for the holder. (e) Do not hold, away from your body or with a partial air gap or straight against the ribs without using the shoulder. Do not angle the PowerKube to facilitate the correct strike angle, the holder must adjust their entire body angle and height. (f) Easy to remember, palm up, palm down, hip and shoulder! (g) Unique technology negates the movement of the person doing the holding during an impact measuring speed power only. Furthermore, the PowerKube can detect if it is not being held securely. It can also detect any impact that is out of the target area or whose attack angle is greater than 30 degrees i.e. if it is skewed. PowerKube also features an anti-cheating routine which effectively aids the judging of power generation in a competition where PowerKube is being handheld. This additional routine can detect sharp movements left, right or back and forth which would otherwise influence the result. Users can be confident of the power measurements obtained, any peculiarities will generate an error message and the strike will not be measured. This allows PowerKube to be utilised almost anywhere. (h) If the unit is being used scientifically where accuracy /replication of the results is paramount, particularly over extended periods of use, then the unit must be wall mounted on an approved mount such as the PowerKube Pro. (i) For measurements of 25,000 or more franklins' (f) or for academic/ scientific/tournament work, PowerKube must be fitted to an approved wall support.(j) Computers must be connected to the mains supply with a mains voltage spike protector.(k) In the case of rental and or leased equipment, the renter is responsible for all insurances. (l) Do not use in wet or humid conditions or, the items are only suited to indoor use. (m) Do not use in ambient temperatures above 45degrees Celsius (113 degrees Fahrenheit) or below 10 degrees Celsius (41 degrees Fahrenheit).(n) Care should be taken to ensure the connecting cable for the PowerKube Go is not unduly stretched or trodden on.(o) When holding the unit do not block the two ventilation panels.(w) Only use attachments/accessories specified by the strike Research.(p) Refer all servicing to qualified service personnel. The only servicing required of PowerKube is possible only after considerable usage, and recalibration can only be carried out by Strike Research or one of its agents/ licensees. (q) PowerKube must not be exposed to rain or moisture dripping or splashing water particularly the digital interface box. (r) Do not cover the digital interface box in any way. (s) Use only replacement parts as specified by the Strike Research. We retain the right to change any specification in order to facilitate improvements. (t) All dimensions are approximate and may change without notice.

(3) WARRANTY AND USAGE

- (a) Only the highest quality components are used in the manufacture of our products to ensure a long and stable life. (b) All goods are warranted for 12 months parts and labour on a return to base, new for old basis. (c) An onsite service contract for the PowerKube will be made available after 12 months to ensure equipment is kept calibrated and fit for propose. (d) 12 months parts and labour on a new for old basis return to base. (e) After 12 months a service contract is available to keep your equipment calibrated, details available on request. (f) We retain the right to change any specification in order to facilitate improvements. (g) All dimensions are approximate. (h) Installation should be carried out by a suitable qualified person following a survey by an accredited building surveyor. Only the highest quality components are used in the manufacture of our products to ensure a long and stable life. The PowerKube will stay in calibration for that period as long as the total accumulated power during use, of 169 477 243.54 watts (equal to of 20,000 strikes @ 8473 watts or equivalent), is not exceeded. Any product that fails to meet the above criteria will be repaired or replaced and returned free of charge, once returned to Strike Research at the client's expense. Our guarantee covers any manufacturing or assembly defects with the exception of all damage resulting from a failure to respect the instructions or inappropriate handling or use of the equipment (such as taking it apart, using it in wet conditions or striking any surface other than the white target). Tampering with or breaking the torque seal tie wrap will void your warranty. **When out of calibration, a service notice will be generated in red automatically.**

(4) LABELLING & SAFETY NOTICES

- (a) **All PowerKube versions must carry a user warning notice cautioning the following. (b) Only 18 years and older only on this equipment, unless under supervision. (c) No footwear allowed when kicking.**

(5) GENERAL

(a) A Buyer" means the purchaser of the Goods. (b) This contract contains the entire bargain between the Seller and the Buyer and in the case of any inconsistency between these terms and conditions and the terms and conditions of any other contract documents sent by the Buyer to the Seller (whatever their respective dates) in respect of the Goods these terms and conditions shall prevail. (c) Any description or illustrations in the Seller's catalogues, price lists or other advertising materials are intended merely to present a general idea of the Goods and shall not form representations or be part of the contract. (d) Any concession or waiver made by the Seller at any time shall not prejudice the exercise of its rights hereunder. (e) The Buyer is deemed to have satisfied himself that the Goods are suitable for the purpose and capable of performing the function and use to which it is intended to put them. (f) No waivers alterations or modifications of these terms and conditions shall be valid unless made in writing signed by the duly authorised representative of the party against whom the same shall be sought to be enforced. (g) The Seller reserves the right to correct any clerical errors made by its employees at any time. (h) The Buyer's Order will only be accepted when an acknowledgement is signed by an authorised representative of the Seller. (i) Any quotation given is an invitation to treat only and the price stated are a guide which are likely to be varied after 60 days. (j) Each of the clauses of these general terms and conditions of sale and every part thereof shall be separate and severable to the intent that if one clause or one part thereof shall be unenforceable the other clauses and the other parts of the clause respectively shall be effective. (k) The exclusions and limitations contained in these general terms and conditions of sale only apply so far as permitted by the Supply of Goods (Implied Terms) Act 1973 the Consumer Credit Act 1974 and the Unfair Contract Terms Act 1977 or any other relevant statute or amendment thereof or Order thereunder. (l) Where applicable herein the masculine shall include the feminine and neuter and the singular the plural and vice-versa.

6) PRICE VARIATION

The price of the Goods (which excludes packaging) is based on the current price of materials, transport, labour and other prime costs of the Seller including the rate of exchange of sterling and if the same shall increase after the date of the Order the Seller shall be entitled to increase the price of the Goods by a fair proportion to reflect the increased cost.

(7) PAYMENT TERMS

Payment is due net prior to shipping and normally is based on a deposit with order basis (b) Where applicable Value Added Tax (or other tax payable by a purchaser) will be added in accordance with United Kingdom legislation in force at the tax point date.

(8) TRADING INFORMATION

(a) The PowerKube is designed to be compliant with, FCC, CE & BSEN957. (b) Prices are *ex-works*, excluding VAT and excludes export quality wood packing crate. (c) Bankers: Lloyds (d) Sort Code 30-96-17. (e) Account: XXXXXXXXXXXX. (f) Strike Research Limited. Company Registration Number:07080778. (g) VAT: 985 2831 80. (h) EOR I: GB985283180000. (i) Commodity Code 95069190. (j) PowerKube and associated metalwork and sensors, robotics cable and steel support, is manufactured in the UK by Strike Research from PVC sheet, foams, PC's are Chinese in origin sourced in the UK to Strike Research's specification. Sensors and processors are American. The case for the PowerKube Go is from the EU.

(9) PLACE OF DELIVERY

The Goods shall be delivered to the address specified and the Buyer shall be ready to collect them at such place when notified by the Seller and any additional expense caused to the Seller by the Buyer due to the Buyer not being ready or not providing suitable collection facilities or any other cause shall forthwith be reimbursed to the Seller.

(9) DELIVERY DATE

The Seller will use its best endeavours to meet any delivery date, but any date named by the Seller for delivery is given and intended as an estimate only and is not to be of the essence of the contract. The Buyer shall nevertheless be bound to accept the goods when available. The Seller shall not be liable in any way in respect of late delivery howsoever caused nor shall such failure be deemed to be a breach of contract.

(10) VARIATIONS TO THE GOODS

(a) The Seller reserves the right to vary the Goods where in its absolute discretion it considers it necessary to carry out the main purpose of this contract. (b)The Seller will endeavour to carry out all reasonable variations to the Goods requested by the Buyer but shall not be obliged to accept any such request for variation and shall be entitled to make any price adjustment consequent upon any variation accepted

(11) FORCE MAJEURE

If events beyond the Seller's reasonable control prevent the Seller from performing the obligations hereunder the Seller may without liability cancel this contract.

(12) LIMITATION OF LIABILITY

- (a) The Seller has no control over the application of the Goods nor the environment in which they are used. Therefore, it is the responsibility of the Buyer to inspect and test the Goods and each part thereof before use to see they are in order.
- (b) The Seller shall not be liable for any cost, claim or demand: (i) Arising from any misrepresentation or breach of condition or warranty either expressed or implied whether by statute or otherwise so far as it relates to liability in respect of the correspondence of the Goods with description or sample, or their quality of fitness for any purpose and (ii) For consequential loss suffered by the Buyer for any reason whatsoever. (c) Without prejudice to the generality of subclause (a) hereof the Seller shall not be liable in any way whatsoever (including consequential loss) for any misrepresentation or breach of warranty or condition either expressed or implied whether by statute or otherwise or in any other way relating to the Goods in so far as it is reasonable to exclude such liability in the circumstances of any particular case. (d) In so far as the Seller is liable for any cost claim or demand whatsoever of the Buyer the liability of the Seller shall be limited to (at the discretion of the Seller). (1) Replacing the defective Goods; or (2) Making good the defects; or (3) Allowing a full credit for the cost of the defective Goods or work done on them by the Seller (4) The Seller is always willing to discuss a variation of this clause (any others limiting liability) provided that adequate insurance cover can be arranged by the Seller and subject to a reasonable price adjustment to cover this additional liability.

(13) TIME FOR NOTIFYING SHORT DELIVERY

The Seller shall not be liable in any way whatsoever for short delivery of Goods unless a claim is notified to the Seller in writing within 3 days of delivery.

(14) OVERDUE PAYMENT AND CANCELLATIONS

The Seller shall be entitled to charge interest at a rate equal to 5% above the base lending rate of Lloyds Bank plc from time to time on all overdue payments. (b) The Seller shall be entitled to suspend or cancel further deliveries or other services under this and/or other contract between the parties hereto: (i) If any payment is overdue or (ii) If the Buyer shall have failed to take delivery of any Goods. (c) For the purpose of this condition time of payment shall be of the essence of the contract. (d) The Buyer shall not be entitled to withhold or set off payment for any reason whatsoever.

(15) PASSING OF RISK AND PASSING OF TITLE

In this clause the word "Goods" shall include (i) goods which have been sorted repackaged or otherwise re-presented and promoted (ii) goods which have been operated on in any way by the Buyer and (iii) goods to which any other material or thing whatever becomes permanently or temporarily attached either in whole or in part (such goods being deemed to have acquired that material or thing in simple accession or accretion and the resultant combination shall in consequence be identified with the Goods in every way and consequently be and remain the property of the Seller in accordance with this clause as if the same had always been the property of the Seller notwithstanding that the value thereof may have been greatly enhanced by reason of the said accession or accretion or that the same shall be a new object). (b) Risk in the Goods shall pass on delivery but the legal property and title in the Goods shall remain that of the Seller until the happening of the first of the following events: (i) Payment by the Buyer of the price of the Goods and of all other things sold or delivered by the Seller to the Buyer. (ii) Performance by the Buyer of any bona fide sub-contract of sale of the Goods at their true value, the Buyer being given authority to enter into such sub-contracts notwithstanding that the property therein remains with the Seller by virtue of these terms. (c) Notwithstanding the retention of title by the Seller the Buyer is hereby authorised to carry out any operations to the Goods in the normal course of the Buyer's trade. (d) The Goods shall at all times be stored or kept and marked or distinguished so as to be easily identified as the Seller's property and in particular records shall be kept of their individual whereabouts and, should they be the subject of sub-contracts of sale permitted hereunder, records shall be kept of the buyers thereof and of the prices at which the same are agreed to be sold. (e) The amounts receivable by the Buyer pursuant to any sub-contract of sale of the Goods permitted hereunder, being receivable upon a sale of the property of the Seller, shall be collected for and held in trust for the Seller, to the extent that such amounts do not exceed the total debt owned by the Buyer to the Seller in respect of the price of the Goods and of the price of all other things sold or delivered by the Seller to the Buyer. (f) Upon any default by the Buyer of any of these terms and conditions (including terms as to payment) or the insolvency bankruptcy making of a winding up order against or appointment of any Receiver Administrative Receiver Administrator or Liquidator of the Buyer or its assets or upon the Buyer suffering any distraint or distress or execution against its goods then the Seller may dispose of or recover any of the Goods entering the Buyer's premises for the purpose thereof.

(17) COPYRIGHT INFRINGEMENT ETC

The Buyer shall be solely responsible for the consequences of any patent, trademark, design, copyright or other infringement of commercial rights resulting from the Buyer's specification, design or use of the Goods and the Buyer

shall fully indemnify the Seller in respect of all claims, demands, liabilities, costs, charges and expenses incurred by the Seller as a result of such infringement or alleged infringement.

(18) SEPARABILITY

Each delivery of Goods under this contract shall be deemed to constitute a separate contract to which the terms and conditions hereof shall apply, provided that these conditions shall be subject to and shall in no way affect the Seller's rights under Clauses 10 above and 14 below to suspend or terminate the whole contract in the circumstances there mentioned.

(19) SUSPENSION OF PERFORMANCE

If the Buyer: (a) Makes default in or commits any breach of his obligations to the Seller hereunder or (b) is involved in any legal proceedings in which his solvency is involved or (c) (Being a Company) commences liquidation or (d) Ceases or threatens to cease to trade or if serious doubt arises as to the Buyer's solvency then in any such case the Seller shall immediately become entitled (without prejudice to its other claims and rights under this contract) to suspend further performance of this contract for such time not exceeding six months as it shall in its absolute discretion think fit or (whether or not notice of such suspension shall have been given) to treat the contract as wrongfully repudiated by the Buyer and forthwith terminate the contract. The Seller will notify the Buyer of the exercise of its option to suspend or terminate this contract within a reasonable time of it becoming aware of the fact or default on the Buyer's part giving rise to the Seller's rights under this condition.

(20) ORIGINAL WORK AND CONFIDENTIALITY

Where original work is carried out by the Seller the Goods are submitted by the Seller in confidence and unless otherwise agreed in writing the copyright and other commercial rights in them shall remain the Seller's property. (b) Unless otherwise agreed in writing the Seller is entitled to make and retain a copy of all documentation prepared by them and may use at any time concepts, techniques and methods of working developed during this contract. (c) The Buyer shall not disclose to a third party any document information or method of working without the Seller's written agreement.

(21) ARBITRATION

If at any time any dispute shall rise between the Buyer and the Seller in connection with this contract the Seller may give notice in writing of the existence of such dispute to the Buyer and require the same to be referred to the arbitration of a person mutually agreed upon or failing agreement to some person appointed by the President for the time being of the Law Society. The submission shall be deemed to be a submission to arbitration within the meaning of the Arbitration Act 1950 or any statutory modification or re-enactment thereof.

(22) JURISDICTION AND RESTRICTIONS ON REALES

- (a) This contract shall be interpreted according to English law and the Buyer hereby accepts the jurisdiction of such Courts, whether in England or elsewhere, as the Seller may nominate for the purpose of trying any action arising out of this contract.
- (b) This product must not be sold, loaned or gifted to any country the USA has a current embargo with, if in doubt please check with us, due to the sensitive nature of some of our American sourced military grade components.

(23) CARE & MAINTENANCE

Clean only with a damp cloth. (b) Never use any abrasive cleaners or cleaning pads as this will damage the finish of your unit. (c) Servicing and calibration must only be carried out by a Strike Research approved personnel.

(24) CANCELLATION POLICY

All goods supplied by Strike Research come with a 14-day cancellation policy. Full refunds are available on any unused goods that are returned at the customer's expense, with insurance, in their original or equivalent quality packing. All cancelled orders must firstly be notified by email and only goods returned with a RAN (Returns Authorisation Number) clearly shown on the outside of the packing, will be accepted.

Send to : Strike Research Ltd.
6, Elvin Way,
Sweetbriar Industrial Estate,
Norwich,
Norfolk.
NR3 2BB

Email : sales@PowerKube.tech

DISCLAIMER

The products may differ slightly from those illustrated on our website. NB: We reserve the right to change specification without notice; all dimensions given are an approximation.

Strike Research Limited

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