



ONLINE POLICY

This Policy applies to all Customers of Golf Imports Pty Ltd (ABN 77 120 260 773) (“**Golf Imports**”) and is to be read in conjunction with the Agreement for the Supply of Goods and Terms and Conditions.

1. **Advertising and Promotional Material**

- a. Prior to advertising, marketing, promoting or offering to sell any items supplied by Golf Imports (“**Goods**”) electronically on any website, the Customer must first obtain written consent from Golf Imports. This online policy relates to any Customer website approved by Golf Imports (“**the Customer’s Website**”). Golf Imports retains the right to refuse permission for the Customer to display Goods supplied by Golf Imports if, amongst other factors the Customer’s Website does not:
 - i. Include a disclaimer that Goods are supplied by an Approved Retailer and not from the Goods manufacturer directly;
 - ii. Provide secure transaction systems and encryption to enable purchasers to complete their transaction securely on the Customer’s Website; and,
 - iii. Utilise a high-quality web site design and graphic presentation as determined by Golf Imports in their sole discretion.
- b. The Customer’s Website must show Golf Import as the supplier of the Goods and the Customer’s Website must show the Golf Imports approved branding and logos, product images, product descriptions and specifications for Goods as set out in the Golf Imports Wholesale Price List.

2. **Goods Manufacturers**

- a. In the event that Golf Imports is directed by a Goods manufacturer to amend any branding, logos, product images, product descriptions or specifications, Golf Imports will, as soon as practicable, notify the Customer of the required amendment and the Customer acknowledges and agrees it is required to update the Customer’s Website and any promotional or advertising material within 14 days to reflect the requested amendment.
- b. In the event that Golf Imports is directed by a Goods manufacturer that the Customer is found to be selling the Goods on a third party auction site (Amazon/eBay) that is deemed to be in breach of the Goods Manufacturers resale policies the Customer will immediately remove all the Goods from such third party Auction site and comply with any directions provided to them by Golf Imports or the Goods Manufacturer.
- c. The Customer agrees to be bound by any terms and conditions issued by any Goods manufacturer in relation to selling their Goods online, including any business policies, online policies, policies pertaining to the resale of Goods and/or third party sale authorities of the Goods manufacturer.

3. **Stock**

- a. The Goods offered for sale by the Customer on the Customer’s Website must significantly match the range of Goods offered by the Customer in-store that are supplied by Golf Imports.
- b. The Customer must not accept any orders for Goods by any third party purchaser via the Customer’s Website unless the Customer holds the purchased Goods in their warehouse and the Goods are available for immediate dispatch by the Customer. This clause does not apply to pre-sale Goods listed for sale on the Customer’s Website that have been approved by Golf Imports.
- c. The Customer is responsible for maintaining inventory of all Goods supplied by Golf Imports that are listed for sale on the Customer’s Website.

4. **Pricing**

- a. The Customer may resell Goods received from Golf Imports. However, the Customer is prohibited from advertising the price of any Goods, either online or in-store, for an amount less than the Manufacturer Suggested Retail Prices as set out in the Wholesale Price List of Golf Imports, which the Customer acknowledges will be amended from time to time.

5. **Acknowledgment**

- a. The Customer acknowledges that Golf Imports may amend its Online Policy at any time. The Customer agrees to be bound by all amendments and the Customer is deemed to have accepted any amendments should the Customer continue to advertise and offer to sell Goods supplied by Golf Imports on the Customer's Website. The amendments will be taken to be effective immediately from the date they are published on Golf Imports website.
- b. Golf Imports reserves the right to suspend or terminate the Customer's authority to advertise, market, promote or offer to sell any Goods supplied by Golf Imports if the Customer breaches any terms of this Online Policy, immediately upon providing written notice to the Customer of such breach. Reinstating the Customer's authority to advertise, market, promote or offer to sell any Goods shall remain in the sole discretion of Golf Imports.

6. **Termination**

- a. Golf Imports may terminate this Online Policy at any time and in their sole discretion by providing the Customer with thirty days' written notice of the termination of this Online Policy.

7. **Indemnity**

- a. The Customer shall indemnify Golf Imports for any loss that Golf Imports may incur due to a breach of this Online Policy by the Customer.
- b. This indemnity is a continuing obligation of the Customer and shall continue to endure despite termination of this Online Policy by either party.