

TAYLORMADE-ADIDAS GOLF COMPANY B2B INTERNET SALES POLICY

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TERMS AND CONDITIONS

Taylor Made-adidas Golf Company, Inc. d/b/a TaylorMade-adidas Golf Company ("TMaG") maintains the business sales portion of its website (for purposes of this B2B Policy, the "Site") for the convenience of its business customers.

Your access and use of the Site is subject to the following terms and conditions of TMaG's B2B Internet Sales Policy (the "B2B Policy") and all applicable laws. By accessing and browsing the Site, you accept, without limitation or qualification, the B2B Policy below as well as such additional or amended terms and conditions as TMaG may from time to time publish, including without limitation, TMaG's general [Terms and Conditions](#) for use of its websites. If you do not so agree, you should not use this Site.

Certain services or other offerings made available on the Site may have additional terms and conditions that apply, and which can be viewed either on the pages containing such services or offerings, or via a link on those pages or other directions to the additional terms and conditions.

Privacy

We realize that customers are concerned about how the information they provide online will be used. We are committed to protecting your privacy and will use the information we collect about you to process your order and provide a more personalized shopping experience. Please read our [Privacy Policy](#) for more details.

Intended for Users Over 13

The Site is intended for use by individuals of at least 13 years of age or older. The Site is not directed for use by children under the age of 13. Users under the age of 13 must get the assistance of a parent or guardian to use this Site. Please refer to our [Privacy Policy](#) for more information.

TMaG does provide products for children, but it sells them directly to adults only, who can purchase with a credit card. If you are under 18, you may use this Site only with the participation of a parent or guardian. TMaG and its parent company, affiliates, subsidiaries, or designees nor each of their respective officers, directors, employees, agents, third-party content providers, designers, contractors, distributors, merchants, sponsors, licensors or the like (collectively, "Affiliates") reserve the right to refuse service, terminate accounts, remove or edit content, or cancel orders in their sole discretion.

Restricted Use

TMaG restricts the use of this Site to its business customers who have been provided a user log-in and password. By using this Site, you represent that you are a business customer using this Site for legitimate business purposes and not for personal benefit.

TMaG tracks orders placed through this Site and reserves the right to refuse service to any customer. If you have any questions concerning use of this Site, please contact us.

Disclaimers and Limitation of Liability

By using the Site, you expressly agree that use of the Site is at your sole risk. The Site is provided on an "AS IS" and "as available" basis. Neither TMaG nor its Affiliates warrant that use of the Site will be uninterrupted or error-free. Neither TMaG nor its Affiliates warrant the accuracy, integrity or completeness of the content provided on the Site or the products or services offered for sale on the Site. TMaG makes no representation that content or products provided on the Site are applicable to, or appropriate for use in, locations outside of the United States. TMaG and its Affiliates specifically disclaim all warranties, whether expressed or implied, including but not limited to warranties of title, merchantability or fitness for a particular purpose to the fullest extent possible under applicable laws. No verbal information provided by TMaG or its Affiliates shall create a warranty. Some states do not allow the exclusion or limitation of certain warranties, so the above limitation or exclusion may not apply to you.

Under no circumstances shall TMaG or its Affiliates be liable for any direct, indirect, incidental, special or consequential damages that result from your use of or inability to use the Site, including but not limited to reliance by you on any information obtained from the Site that results in mistakes, omissions, interruptions, deletion or corruption of files, viruses, delays in operation or transmission, or any failure of performance. The foregoing Limitation of Liability shall apply whether in an action of contract, negligence or other tortious action, even if an authorized representative of TMaG has been advised of or should have knowledge of the possibility of such damages. You hereby acknowledge that this paragraph shall apply to all content, merchandise and services available through the Site. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

Features, Specifications and Prices; Special Offers and Promotions

Features, specifications and prices of products and/or services described or depicted on the Site are subject to change at any time without notice. Weights and measures are approximate. Other product and service limitations and disclaimers may apply.

All prices shown on the Site are applicable solely for purchase by TMaG's business customers directly from TMaG through the Site and may not be available via other order methods (telephone, fax, etc.).

Special product or service offerings and promotions may be displayed from time to time on the Site and are considered discontinued and no longer valid once they are removed from the Site and/or as soon as the published expiration date for the offer/promotion expires. All offerings and promotions displayed on the Site are subject to change or cancellation at any time without notice.

Product Availability

The Site refers to products and/or services that are generally available for purchase in the 48 continental United States, Alaska, and Hawaii, though TMaG cannot guarantee the availability of a product at any given time. Products also may not be available in your particular country or locality if outside the United States. The reference to any products or services in this Site does not warrant or imply that these products or services will be available at any time in your particular locality.

TMaG cannot guarantee specific dates when the products offered on this Site will be available and/or received by customers. By using this Site, you agree that any "promised dates" and "scheduled delivery dates" are not guaranteed dates. They are merely estimates of when the products will be available and/or delivered to you.

Warranty on Purchased Items

All new products are sold with their original limited warranty. The warranty periods may vary by product item. The full text of any such warranty is available, free of charge, upon written request addressed to:

TaylorMade-adidas Golf Company
Attn: Customer Service - Warranty
5545 Fermi Court Carlsbad, CA 92008-7324
USA

Links

As explained in our [Privacy Policy](#), the Site may contain links to third party websites. Such links to third party sites will take away from TMaG's Site and the terms of this B2B Policy and the rest of TMaG's [Terms and Conditions](#). These links are provided only as a convenience and should not be considered as an endorsement by TMaG or its Affiliates of: (a) any third party site, (b) the party that maintains the third party site or the products, and/or (c) the service or information on the third party site. TMaG is not responsible for the linked site's contents, links, changes, updates, and/or use of your information, including personally identifiable information that you might submit to such site.

Product Display/Colors

The Site attempts to display product images shown on the Site as accurately as possible. However, we cannot guarantee that the color you see when viewing the product on the Site matches the actual product color.

TMaG cannot guarantee that the image you see displayed on your monitor represents the actual product or conforms to the specifications of the

product you have selected. If you have any questions about product appearance/specifications, please contact us before placing your order. The Site does not contain graphics of each offered item.

Errors on Our Site

We try to ensure that the information on the Site is accurate, complete and current. Despite our efforts, there will be instances when information about an item contains inaccurate or incomplete data, including data about the item's price or availability. We make no warranty or guarantee that the information on this Site is error-free, complete, or current.

In the event a product is listed at an incorrect price or with incorrect information due to typographical error or error in pricing or product information, we will attempt to correct the error where discovered. We reserve the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an order has been submitted and whether 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 is canceled, we will issue a credit to your credit card account in the amount of the charge. Individual bank policies will dictate when this amount is credited to your account. If you are not fully satisfied with your purchase, you may return it in accordance with our **Return Policy**.

Prices and availability are subject to change without notice.

No Online Price Guarantee - Pricing available through this Site may not be the same as prices available through sales agents, phone orders, or promotional offers. We do not have a price match guarantee.

No Program/Promotion Guarantee - Programs/promotions available through sales agents or phone orders may not be available through this Site and vice versa. TMaG does not have a program/promotion guarantee.

Sales Tax Policy

By accessing this secure Site (by using your password/login), you represent that you are a business customer of TMaG enjoying sales tax exempt status. You also represent that you have provided TMaG's commercial sales division with your state tax-exempt certification prior to purchase.

Please note, we reserve the right not to sell to resellers. For more information concerning our commercial business policies, please visit our **Information for TMaG Retailers**.

Order Acceptance/Confirmation

Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. The Site reserves the right at any time after receipt of your order to accept or decline your order for any reason.

You will normally not be charged if we reject an order, but we will process a refund if the charge has been made against you in error.

Validating Your Order

After you place an order, we will check the information you give us for validity. We may require additional verifications or information before accepting any order.

We reserve the right to reject any order you place with us, and/or to limit quantities on any order, without giving any reason. If we reject your order, we will attempt to notify you using the email address, telephone number, and/or billing address you have given us with the order.

Paying for Your Order

You may pay for your order by placing the order on your established TMaG account, by cash on delivery, or by accepted credit card. Some methods of payment are not available for all customers, at TMaG's discretion.

In accord with TMaG's standard practice, you will not be advised of freight, shipping, or tax costs prior to your receipt of the invoice sent with the

purchased items. TMaG cannot advise you of these costs when you place your order because your order might have to be split, sent from several locations, or be subject to other such variables.

Your account and/or credit cards are not charged for your order until we ship our goods by delivering them to the carrier (and you will be charged only for the goods we have actually shipped along with any appropriate taxes or shipping charges). However, we may pre-authorize your order amount with your credit card issuer at the time you place the order and immediately prior to shipment, which may have an effect on your available credit line. Please contact your credit card issuer for more information.

Order Cancellation

We may be unable to cancel or modify any purchase from the Site after your order has been processed by a TMaG agent or it has been released/sent to the warehouse until your purchases are received by you and, if necessary, returned to us. Hence, you might not be able to modify your order after you click on the "Submit Order" button. If you are not completely satisfied with your purchases after receiving your order, please review our **Return Policy** to determine your method of return.

Return Policy

No returns will be accepted without prior authorization and TMaG's issuance of a Return Goods Authorization (RGA) number. All credit memos issued as a result of returns or for any other reason will remain valid for a period of 180 days from the date of issuance. All unauthorized returns of merchandise will be assessed a restocking charge and/or shopworn fee, unless otherwise specified in advance. Orders for custom products may not be canceled or returned.

Order and Quantity Limitations

We reserve the right to reject any order you place with us and/or limit or cancel quantities purchased per person or per order without giving any reason. These restrictions may include orders placed by the same Site account or credit card, and also orders which use the same billing and/or shipping address.

We reserve the right to limit the quantities sold, including the right to limit or prohibit sales to dealers.

If we reject your order, we will generally attempt to notify you using the email address, telephone number, and/or billing address you gave us when you placed the order.

Shipping

All orders placed on this Site are subject to product availability and will be shipped according to our shipping policies, as set forth below.

All orders are F.O.B. our shipping facility. The risk of loss and title for ordered merchandise pass to you upon our delivery to the carrier and/or freight consolidator.

Calculating Cost

Shipping costs for orders from the Site depend upon the methods and options you choose. Please note that the shipping rates for many items we sell are weight and/or size based.

TMaG does not provide shipping cost estimates in its prices or on its preliminary receipts/invoices. Shipping costs will be reflected on your final invoice received with your purchases.

TMaG does not provide sales tax costs in its pricing or on its preliminary receipts/invoices. Sales tax, where appropriate, will be reflected on your final invoice received with your purchases.

If you have any questions about costs, please contact us.

Copyright and Trademark Notice

This Site is owned and operated by TMaG and its Affiliates. Unless otherwise specified, all materials appearing on this Site, including the text, Site design, logos, graphics, icons, and images, as well as the selection, assembly and arrangement thereof, are the sole property of TMaG and/or its Affiliates, ALL RIGHTS RESERVED. All audio and video clips are the sole property of TMaG, its Affiliates, or their respective content providers. All software used on the Site is the sole property of TMaG, its Affiliates, or those supplying the software. You may use the content of this Site only for the purpose of shopping on this Site or placing an order on this Site and for no other purpose. No materials from this Site may be copied, reproduced, modified, republished, uploaded, posted, transmitted, or distributed in any form or by any means without TMaG's prior written permission. All rights not expressly granted herein are reserved. Any unauthorized use of the materials appearing on this Site may violate copyright, trademark and other applicable laws and could result in criminal or civil penalties.

TMaG and its Affiliates own many registered and common law trademarks and service marks ("Marks"). All custom graphics, icons, logos and service names are Marks of TMaG or its Affiliates. All other trademarks or service marks are property of their respective owners. The use of any Mark owned by TMaG or its Affiliates without express written consent from TMaG or its Affiliates is strictly prohibited.

Enforcement of Provisions

This B2B Policy is governed and interpreted pursuant to the laws of the State of California, United States of America, without reference to its provisions concerning conflicts of law. Any and all dispute(s) concerning the validity or interpretation of the B2B Policy, or performance hereunder, shall be brought exclusively in a court of competent jurisdiction located in the County of San Diego, State of California, which shall constitute the exclusive venue for any such dispute(s). If any part of this B2B Policy is unlawful, void, or unenforceable, that part will be deemed severable and will not affect the validity and enforceability of the remaining provisions. TMaG can revise this B2B Policy at any time by updating this posting.

TMaG may terminate this B2B Policy at any time, without notice and for any reason. You agree that if any part of this B2B Policy are found to be unenforceable, the remainder of this B2B Policy will remain in full force and effect.

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