







# THE DUNNING GOLF SHIRT

**PROPRIETARY** fabric engineering.

LONG-LASTING performance.

FEATURING COOLMAX ®

Engineered materials and player-specific technology available exclusively in Dunning Golf shirts.

# D U N N I N G D I F F E R E N C E

PERFORMANCE POLOS



D | 8



# **SIGNATURE D JERSEY PERFORMANCE POLO**

# D7S23K521

47% COOLMAX® 48% POLYESTER 5% SPANDEX

SELF COLLAR

SIGNATURE D LOGO PRINT

RECYCLED POLY BUTTONS

DUNNING TAB LOGO ON RIGHT SLEEVE UPF 50+

# DGW0574

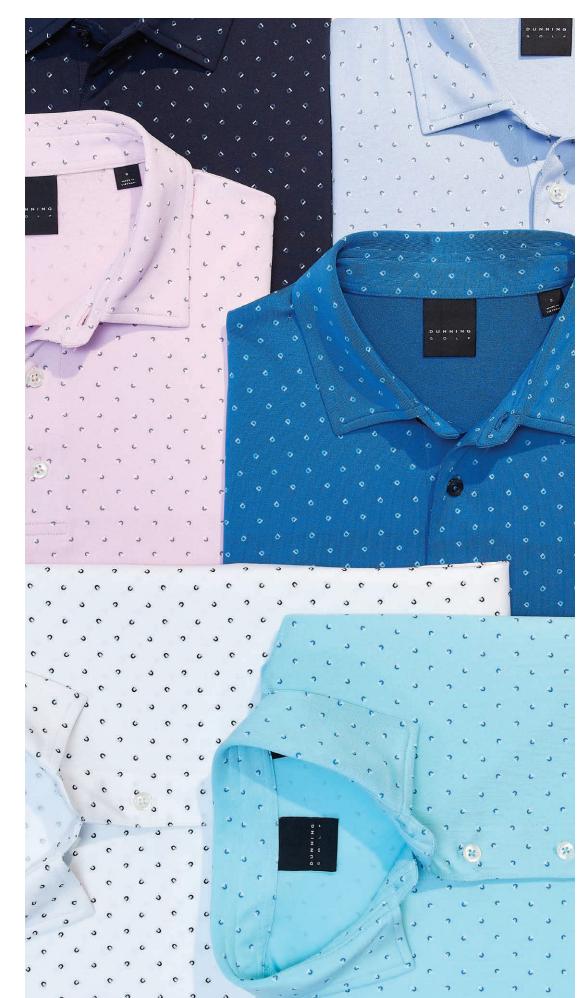
# COOLMAX

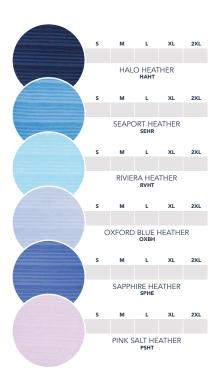












# **LANDOR JERSEY PERFORMANCE POLO**

# D7S23K519

40% COOLMAX® 52% POLYESTER 8% SPANDEX

SELF COLLAR

TONAL HEATHERED STRIPE

RECYCLED POLY BUTTONS

DUNNING LOGO TAB ON RIGHT SLEEVE UPF 50+

# DGW0574











# **CARNHILL VENTILATED PERFORMANCE POLO**

# D7S23K520

35% COOLMAX® 53% POLYESTER 12% SPANDEX

CONTRAST KNIT COLLAR

ENGINEERED VENTILATED STRIPE

RECYCLED POLY BUTTONS

DUNNING TAB LOGO ON RIGHT SLEEVE UPF 50+

### **DGW0574**

### COOLMAX



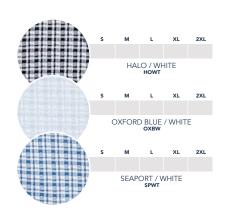












# **BENFORD JACQUARD PERFORMANCE POLO**

### D7S23K517

43% COOLMAX® 47% POLYESTER 10% SPANDEX

HIDDEN BUTTON-DOWN COLLAR

MICRO-CHECK JACQUARD

RECYCLED POLY BUTTONS

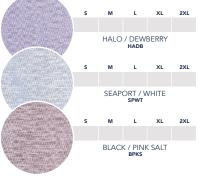
DUNNING LOGO TAB ON RIGHT SLEEVE UPF 50+

### **DGW0574**









# **MOSLEY JACQUARD PERFORMANCE POLO**

# D7S23K518

44% COOLMAX® **48% POLYESTER** 8% SPANDEX

CONTRAST CUTAWAY BUTTON-DOWN COLLAR AND PLACKET

MICRO GEO JACQUARD

RECYCLED POLY BUTTONS

DUNNING LOGO TAB ON RIGHT SLEEVE

UPF 50+

### DGW0574

# COOLMAX"

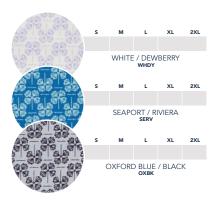












# **CULMORE VENTILATED PERFORMANCE POLO**

# D7S23K522

43% COOLMAX® 45% POLYESTER 12% SPANDEX

BIRDSEYE KNIT COLLAR WITH TIPPING

CLOVER PRINT

RECYCLED POLY BUTTONS

DUNNING LOGO TAB ON RIGHT SLEEVE UPF 50+

### **DGW0574**





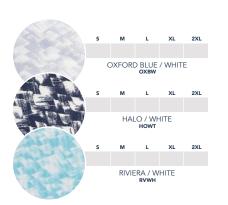








D U N N I N G



# DONARD VENTILATED PERFORMANCE POLO

# D7S23K525

45% POLYESTER 43% COOLMAX® 12% SPANDEX

CONTRAST JERSEY COLLAR AND INNER PLACKET

WHITECAP PRINT

RECYCLED POLY BUTTONS

DUNNING LOGO TAB ON RIGHT SLEEVE

UPF 50+

# DGW0574

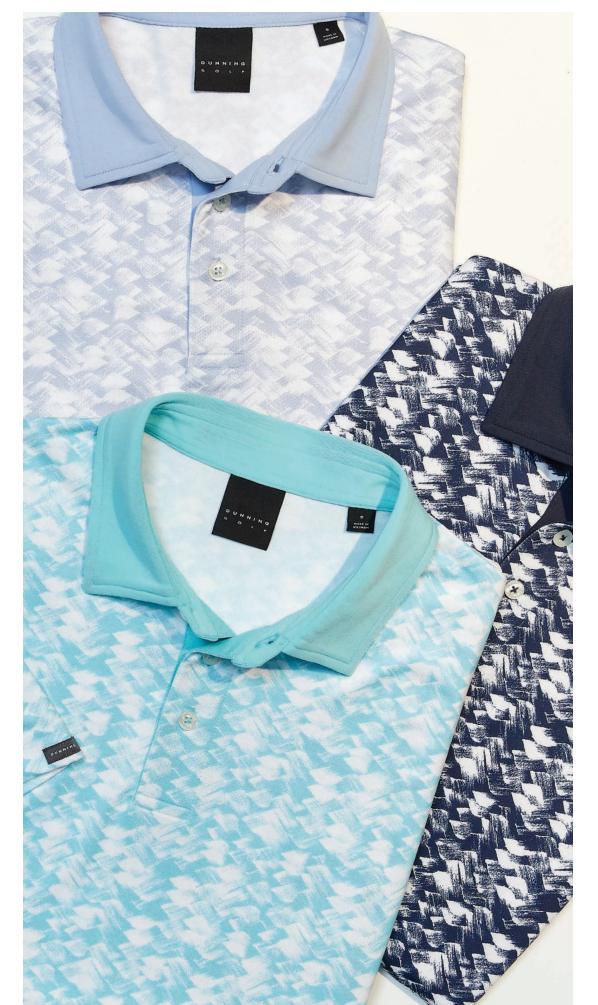
# COOLMAX

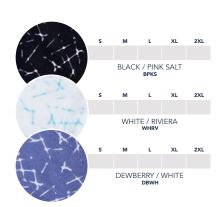












# HERTFORD JERSEY PERFORMANCE POLO

# D7S23K523

48% POLYESTER 47% COOLMAX® 5% SPANDEX

SELF COLLAR

BROKEN TEE PRINT

RECYCLED POLY BUTTONS

DUNNING LOGO TAB ON RIGHT SLEEVE

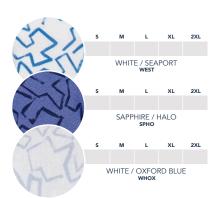
UPF 50+

### DGW0574









# **TALBOT PIQUE PERFORMANCE POLO**

# D7S23K524

49% COOLMAX® **48% POLYESTER** 3% SPANDEX

SELF COLLAR

STAFFAN PRINT

RECYCLED POLY BUTTONS

DUNNING LOGO TAB ON RIGHT SLEEVE UPF 15+

### DGW0574

# COOLMAX\*









# D ESSENTIALS

# **HELSBY JERSEY PERFORMANCE POLO**

# D7S21K492

43% COOLMAX® **42% POLYESTER** 15% SPANDEX

SELF COLLAR

CONTRAST NECK SEAM PIPING

RECYCLED POLY BUTTONS

DUNNING LOGO TAB ON RIGHT SLEEV

UPF 50+

### DGW5944

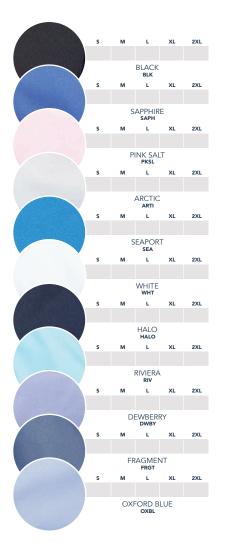








D U N N I N G



# D ESSENTIALS

# PLAYER JERSEY PERFORMANCE POLO

# D7S23K530

49% COOLMAX® 47% POLYESTER 4% SPANDEX

SELF COLLAR

CONTRAST NECK SEAM PIPING

RECYCLED POLY BUTTONS

DUNNING TONAL LOGO ON BACK YOKE

UPF 50+

# DGW0542

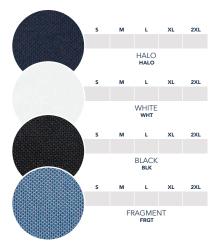








DUNNING



# D ESSENTIALS

# PLAYER PIQUE LONG-SLEEVE PERFORMANCE POLO

# D7S23K531

48% COOLMAX® 49% POLYESTER 3% SPANDEX

SELF COLLAR

CONTRAST NECK SEAM BINDING

RECYCLED POLY BUTTONS

DUNNING TONAL LOGO ON BACK YOKE

UPF 50+

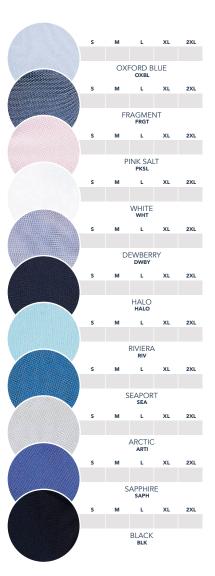
# DGW5924

COOLMAX









# D ESSENTIALS

# PLAYER PIQUE PERFORMANCE POLO

# D7S22K514

49% POLYESTER 48% COOLMAX® 3% SPANDEX

HIDDEN BUTTON-DOWN COLLAR

CONTRAST NECK SEAM BINDING

RECYCLED POLY BUTTONS

DUNNING TONAL LOGO ON BACK YOKE

UPF 50+

### DGW5993







# **DUNNING GOLF**LAYERING

**FULL** versatility.

**CLASSIC** comfort.

**PURE** functionality.

True performance layers with just the right amount of weight. Elevated styles designed with player-specific details.

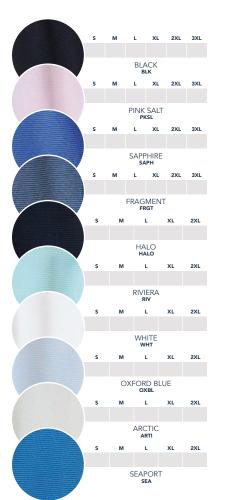


# D U N N I N G D I F F E R E N C E

PERFORMANCE LAYERING



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# D ESSENTIALS

# **PLAYER JERSEY PERFORMANCE QUARTER ZIP**

# D7S23K827

91% POLYESTER 9% SPANDEX

MIDWEIGHT LAYER

CONTRAST D LOGO LOCKING ZIPPER

ZIPPER GUARD

RAGLAN SLEEVES

BANDED WAISTBAND

CONTRAST EMBROIDERED DUNNING

LOGO ON BACK YOKE

DGW5994

UPF 50+











# D ESSENTIALS

# **PLAYER JERSEY PERFORMANCE VEST**

# D7S23V979

91% POLYESTER 9% SPANDEX

MIDWEIGHT LAYER

CONTRAST D LOGO LOCKING ZIPPER

ZIPPER GUARD BANDED WAISTBAND

CONTRAST EMBROIDERED DUNNING

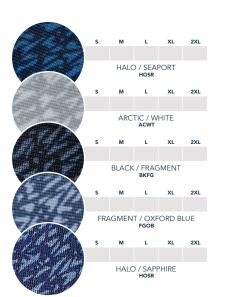
CONTRAST EMBROIDERED DUNNING

LOGO ON BACK YOKE

UPF 50+ DGW5944



DUNNING



# HADSTON JERSEY PERFORMANCE QUARTER ZIP

# D7S23K832

92% POLYESTER 8% SPANDEX

MIDWEIGHT LAYER

ABSTRACT GEO PRINT

RAGLAN SLEEVE

D LOGO LOCKING ZIPPER WITH GUARD

TONAL EMBROIDERED DUNNING LOGO ON BACK YOKE

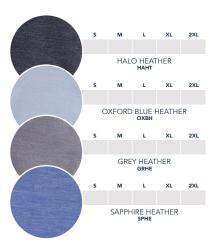
UPF 50+

# DGW5945









# GOSWICK INTERLOCK PERFORMANCE QUARTER ZIP

# D7S23K834

72% POLYESTER 22% VISCOSE 6% SPANDEX

MIDWEIGHT LAYER

D LOGO LOCKING ZIPPER

ZIPPER GUARD

RAGLAN SLEEVES

TONAL EMBROIDERY ON BACK YOKE









# SHORT-SLEEVE MERINO BASE LAYER

### D7S22K285

100% MERINO WOOL KNIT

SOFT NATURAL HAND

ATHLETIC FIT

SMOOTH FLATLOCK STITCHING

INDIVIDUALLY BOXED

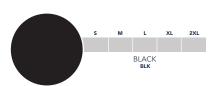
DUNNING LOGO TAB ON BOTTOM LEFT SEAM

### DGW5944









# LONG-SLEEVE MERINO BASE LAYER

# D7S22K286

100% MERINO WOOL KNIT

SOFT NATURAL HAND

ATHLETIC FIT

SMOOTH FLATLOCK STITCHING

INDIVIDUALLY BOXED

DUNNING LOGO TAB ON

BOTTOM LEFT SEAM

# DGW5994





# MERINO LEGGINGS

### D7S22K289

100% MERINO WOOL KNIT

SOFT NATURAL HAND

SMOOTH FLATLOCK STITCHING

INDIVIDUALLY BOXED

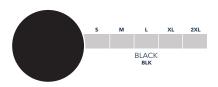
DUNNING LOGO WAISTBAND

### DGW5994









# MERINO BOXER SHORT

### D7S22K287

100% MERINO WOOL KNIT

SOFT NATURAL HAND

SMOOTH FLATLOCK STITCHING

INDIVIDUALLY BOXED

DUNNING LOGO WAISTBAND







# **DUNNING GOLF**OUTERWEAR

**PURE** functionality.

**CLASSIC** comfort.

**FOUL-WEATHER** ready.

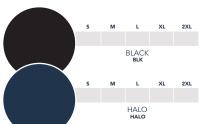
Engineered materials and player-specific design add the finishing touch to our performance layering system.

# D U N N I N G D I F F E R E N C E

OUTERWEAR



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# **GLENDORE** WATERPROOF **JACKET**

# D7S22J808

100% POLYESTER WOVEN

MECHANICAL STRETCH AND FULLY SEAM-SEALED

WATER-RESISTANT VISLON® ZIPPERS

BACK SHIRTTAIL HEM WITH ADJUSTABLE DRAWCORD

ADJUSTABLE CUFF TABS

SILVER REFLECTIVE DUNNING LOGO ON BACK YOKE



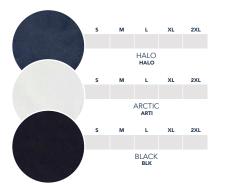












# **MILLDEN WATER-RESISTANT PERFORMANCE JACKET**

# D7S23J967

85% POLYESTER 15% SPANDEX

MULTI-MEDIA JACKET WITH MICRO-GINGHAM PRINT PANELS

D-LOGO LOCKING ZIPPER

ZIPPER GUARD

FRONT-ZIP POCKETS

ELASTIC CUFFS AND WAISTBAND

DUNNING LOGO PATCH ON BACK NECK

UPF 50+

# **DGW5997**

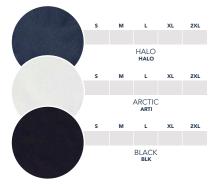












# **MILLDEN WATER-RESISTANT PERFORMANCE VEST**

# D7S23V968

85% POLYESTER 15% SPANDEX

MULTI-MEDIA VEST MICRO

D-LOGO LOCKING ZIPPER

ZIPPER GUARD

FRONT-ZIP POCKETS

ELASTIC WAISTBAND

DUNNING LOGO PATCH ON BACK NECK

# DGW5947

UPF 50+







**KIRBY PERFORMANCE WIND VEST** 

BLACK BLK

# D7S22V960

85% NYLON 15% SPANDEX

CONTRAST TRIM AT NECK, ZIPPER AND ARMHOLES

2-WAY D-LOGO LOCK ZIPPER

FRONT ZIPPER POCKETS

SILVER REFLECTIVE DUNNING LOGO ON BACK YOKE

DGW5975







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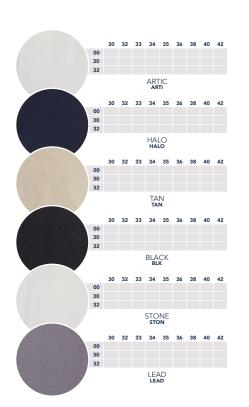


# D U N N I N G D I F F E R E N C E

PERFORMANCE BOTTOMS



D | 48



D ESSENTIALS

# **PLAYER FIT 5-POCKET PERFORMANCE PANT**

# D7S21P068

88% POLYESTER 12% SPANDEX TWILL

SHANK BUTTON

STRETCH POCKETING

DUNNING LOGO TAB ON BACK RIGHT POCKET

### DGW0525









# D ESSENTIALS

# **PLAYER FIT PERFORMANCE PANT**

# D7S13P067

88% POLYESTER 12% SPANDEX

SIGNATURE V WAISTBAND

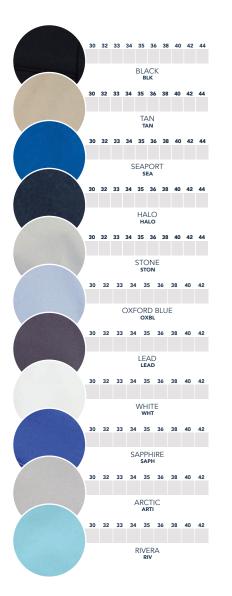
REINFORCED STRETCH POCKETING

REINFORCED REAR POCKETS

DUNNING LOGO TAB ON BACK RIGHT POCKET







# D ESSENTIALS

# 10-INCH **PLAYER FIT WOVEN SHORT**

# D7S13H055

88% POLYESTER

12% SPANDEX TWILL

10-INCH INSEAM

SIGNATURE V WAISTBAND

REINFORCED STRETCH POCKETING

REINFORCED REAR POCKETS

FRONT RIGHT TEE POCKET

DUNNING LOGO TAB ON BACK RIGHT POCKET

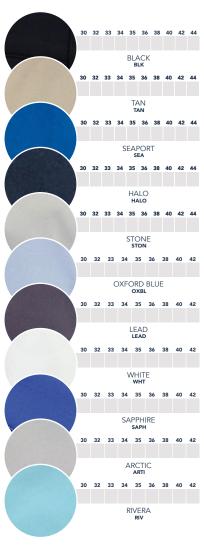
# DGW0524











D ESSENTIALS

# 9-INCH **PLAYER FIT PERFORMANCE SHORT**

# D7S23H059

88% POLYESTER 12% SPANDEX TWILL

9-INCH INSEAM

SIGNATURE V WAISTBAND

REINFORCED STRETCH POCKETING

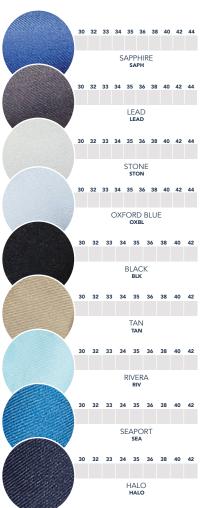
REINFORCED REAR POCKETS

FRONT RIGHT TEE POCKET

DUNNING LOGO TAB ON BACK RIGHT POCKET







# D ESSENTIALS

# **8.5-INCH PROVIDENCE PERFORMANCE SHORT**

# D7S23H060

90% RECYCLED POLYESTER 10% SPANDEX

8.5-INCH INSEAM

SIGNATURE V WAISTBAND WITH STRETCH

REINFORCED STRETCH POCKETING

REINFORCED REAR POCKETS



















# 9-INCH BINGHAM VENTILATED PERFORMANCE SHORT

# D7S23H631

100% POLYESTER

9-INCH INSEAM

SIGNATURE V WAISTBAND

REINFORCED STRETCH POCKETING

REINFORCED REAR POCKETS

DUNNING LOGO TAB ON BACK RIGHT POCKET

















D7S23K517 | S-XXI

HOWT



















































OXBH











KIRBY







KIRBY PERFORMANCE



OXBK



















PLAYER PIQUE LONG-SLEEVE





















































PLAYER FIT 5-POCKET









PLAYER PIQUE LONG-SLEEVE





HADSTON JERSEY











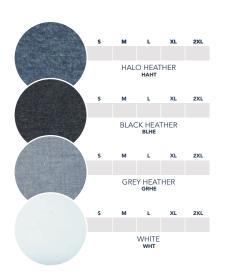












# WITHAM SHORT-SLEEVE POCKET POLO

# D7S22K750

40% COOLMAX® 40% POLYESTER 20% COTTON

HIDDEN BUTTON-DOWN COLLAR

LEFT CHEST PATCH POCKET

RECYCLED POLY BUTTONS

DUNNING LOGO TAB ON BOTTOM LEFT SIDE SEAM

# DGW5973

# COOLMAX











# RATHFORD SPORTSHIRT

# D7F22W747

100% STRETCH POLYESTER

HIDDEN BUTTON-DOWN COLLAR

SILKY SOFT

LEFT CHEST PATCH POCKET

PRINTED INNER-NECK AND INNER-CUFF DETAILS

ADJUSTABLE BARREL CUFF

RECYCLED POLY BUTTONS

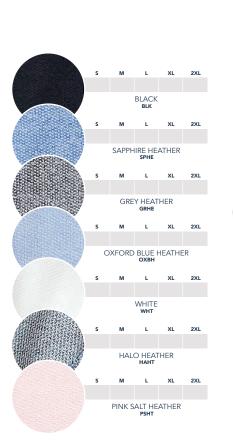
DESIGNED TO BE WORN UNTUCKED

DUNNING LOGO TAB ON LEFT SIDE SEAM









# GARRICK BUTTON-FRONT POLO

# D7S22K756

100% POLYESTER

HIDDEN BUTTON-DOWN COLLAR

LEFT CHEST POCKET

RECYCLED POLY BUTTONS

DESIGNED TO BE WORN UNTUCKED

DUNNING LOGO TAB ON LEFT SIDE SEAM

UPF 40+

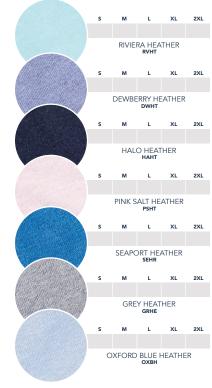












# **PORTMAN QUARTER-ZIP SWEATER**

# D7S23S171

70% COTTON 20% SILK 10% CASHMERE

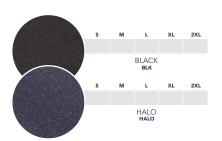
> SILKY SOFT LIGHTWEIGHT

D-LOGO ZIPPER

MACHINE WASHABLE







# **NORWICH TECH BOMBER JACKET**

# D7S23J855

100% POLYESTER

2-WAY D LOGO ZIPPER

FRONT POCKETS WITH COVERED-ZIPPERS

INTERIOR LEFT-SIDE POCKET

DUNNING SILICONE PATCH LOGO ON RIGHT SLEEVE











# TYRONE WOOL STRETCH BELT

### D7XB001

HEATHERED WOOL /
COTTON / SPANDEX BELT
WITH SUEDE TABS AND NICKEL
OR GUN METAL BUCKLE

35 MM WIDTH

4" MAXIMUM STRETCH

NO POINT END HOLES FOR COMFORT FIT

TONAL SUEDE DETAILS WITH EMBOSSED DUNNING LOGO ON BUCKLE END TAB

### DGW0594



# SINCLAIR REVERSIBLE STRETCH BELT

### D7XB002

NYLON/STRETCH WITH PEBBLE GRAIN LEATHER TABS AND NICKEL OR GUNMETAL BUCKLE

35 MM WIDTH

TWO-TONE REVERSING TO SOLID

4" MAXIMUM STRETCH

NO POINT END HOLES FOR CUSTOM FIT

PEBBLE GRAIN LEATHER DETAILS WITH EMBOSSED DUNNING LOGO ON BUCKLE END TAB

DGW0594





# MOURNE LEATHER + COTTON STRETCH BELT

### D7XB004

WAXED LEATHER /
COTTON / STRETCH WITH
PEBBLE GRAIN LEATHER TABS
AND GUNMETAL BUCKLE

35 MM WIDTH HEATHERED COTTON

4" MAXIMUM STRETCH

NO POINT END HOLES FOR CUSTOM FIT

PEBBLE GRAIN LEATHER DETAILS WITH EMBOSSED DUNNING LOGO ON BUCKLE END TAB

DGW0594



# FOYLE SPECKLED STRETCH BELT

# D7XB005

NYLON / SPANDEX WITH PEBBLE GRAIN LEATHER TABS AND GUNMETAL BUCKLE

35 MM WIDTH

4" MAXIMUM STRETCH

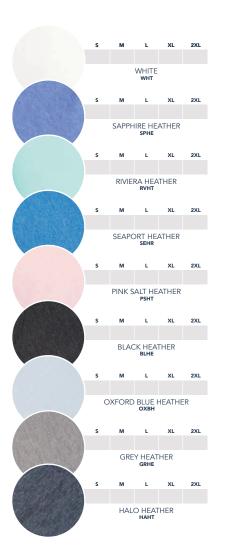
THREE-COLOR WOVEN PATTERN

NO POINT END HOLES FOR CUSTOM FIT

.....

PEBBLE GRAIN LEATHER DETAILS WITH EMBOSSED DUNNING LOGO ON BUCKLE END TAB





# **WITHAM SHORT-SLEEVE T-SHIRT**

# D7F21K735

40% COOLMAX® **40% POLYESTER** 20% COTTON

ATHLETIC FIT

TAGLESS COMFORT NECK

FLATLOCK SEAMS

DUNNING LOGO TAB ON BOTTOM LEFT SIDE SEAM

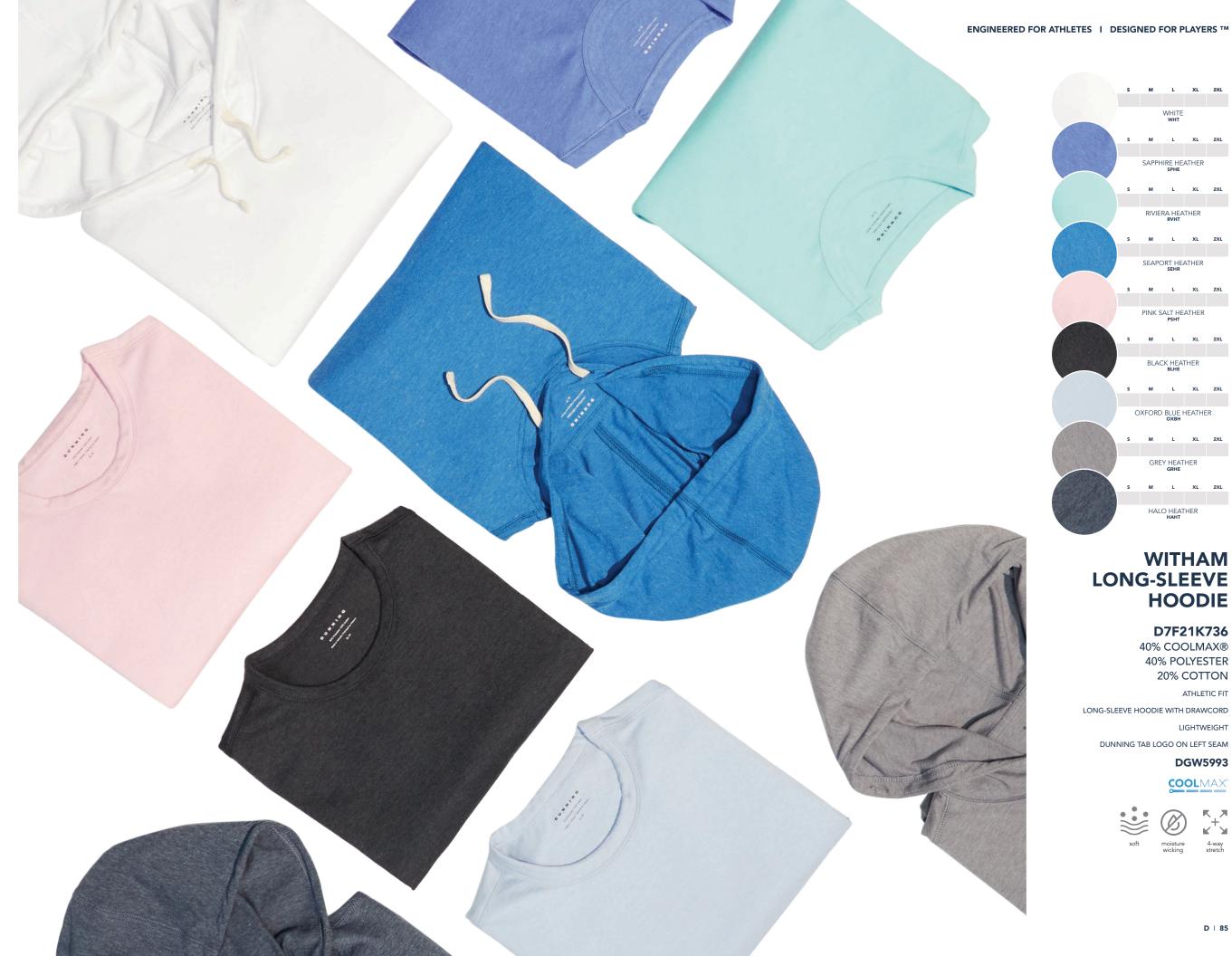
### DGW5992

# COOLMAX









# **WITHAM LONG-SLEEVE HOODIE**

WHITE WHT

SAPPHIRE HEATHER SPHE

RIVIERA HEATHER

SEAPORT HEATHER SEHR

PINK SALT HEATHER

BLACK HEATHER BLHE

OXFORD BLUE HEATHER

S M L XL 2XL

GREY HEATHER

HALO HEATHER

M L XL 2XL

# D7F21K736

40% COOLMAX® 40% POLYESTER 20% COTTON

ATHLETIC FIT

LONG-SLEEVE HOODIE WITH DRAWCORD

LIGHTWEIGHT

DUNNING TAB LOGO ON LEFT SEAM

# DGW5993 COOLMAX











# **KELSO FULL-ZIP** HOODIE

# D7F22K830

83% POLYESTER 17% SPANDEX JERSEY

DRAWSTRING HOODIE WITH DUNNING LOGO LOCK ZIPPER

SUPER SOFT

RAGLAN SLEEVES

INVISIBLE FRONT ZIPPER POCKETS

DUNNING LOGO TAB ON LEFT SIDE

### **DGW5995**





# **KELSO KNIT PANT**

# D7F22P745

83% POLYESTER 17% SPANDEX JERSEY

ATHLETIC FIT

30-INCH LENGTH

SUPER SOFT

PULL-ON STYLING

STRETCH WAISTBAND WITH CONVERTIBLE INSIDE/OUTSIDE DRAWCORD

FRONT SLANT POCKETS

LOGO ON BACK RIGHT COVERED-ZIPPER POCKET

### DGW5994









# 8-INCH KELSO **KNIT SHORT**

# D7F22H628

83% POLYESTER 17% SPANDEX JERSEY

ATHLETIC FIT

8-INCH INSEAM SUPER SOFT

PULL-ON STYLING

STRETCH WAISTBAND WITH CONVERTIBLE INSIDE/OUTSIDE DRAWCORD

FRONT SLANT POCKETS

LOGO ON BACK RIGHT COVERED-ZIPPER POCKET



Representative Amount of the Line: Dunning sells only to retail outlets which carry a representative amount of the line as deemed appropriate by Dunning in light of the type of retail outlet, the status of Dunning's line or lines of merchandise, and marketing conditions. Failure of a retailer to do so contravenes the terms and conditions of sale and may result in cancellation of existing orders and/or termination of Purchaser's business relationship with Dunning.

**Distribution Channels:** Dunning reserves the right to limit the distribution of some product lines or segments to certain selected distribution channels.

**Design Changes:** Dunning reserves the right to dis-products at any time.

Allocations: Acceptance of orders and shipments are subject to allocation by Dunning in times of product shortages in response to factors deemed most appropriate by Dunning at the time.

Merchandising of Products: Purchaser agrees to (a) provide prompt, courteous service to its Dunning consumers using personnel trained in the selling and servicing of golf products and Dunning products in particular; and (b) merchandise Dunning products consistent with guidelines established by Dunning from time to time, including with respect to the in-store display of Dunning products.

**Shortages:** All claims for lost or damaged shipments (a) with respect to warehouse orders, must be made directly to the delivering carrier, and (b) with respect to containers, must be made in accordance with Dunning's claims policy, a copy of which is available on request. Shortages due to packing errors must be reported to Purchaser's Dunning Account Service Representative in New York, New York within fifteen (15) days of receipt in the case of shortages in cartons and within thirty (30) days of receipt in the case of concealed shortages.

Return Goods Policy: All returns, including the product assortment and quantity to be included as a return, are subject to pre-authorization by Purchaser's Dunning Account Service Representative. Defective and return to stock items must be authorized and returned separately.

Upon approval by Dunning, a Return Authorization Number and, if requested, Label, which must be clearly affixed to the outside of the carton will be issued to the Purchaser. Returns not carrying the Dunning Return Authorization Number will be refused delivery by Dunning and will be returned to the Purchaser. Merchandise must be returned in the same salable condition as reor quantities other than as specifically included in the pre-authorization.

All returns must be shipped to Dunning in accordance with Dunning's Routing Guide for return freight. With defective merchandise the Purchaser's account will be credited at full value. First quality returns will be credited to the Purchaser's account at full value less a fifteen percent (15%) restocking charge. Shipments refused by the Purchaser will be credited at full value if the shipment error is by Dunning. Shipments refused for reasons not attributable to Dunning will be credited at full value less fifteen percent (15%) restocking charge. Dunning reserves the right to assess a charge on return shipments for the removal of any pre-ticketing. **Customer Routing and Logistic Requirements:** Dunning will not be bound to terms, directives or requirements set forth by Purchaser through Routing and Logistic Guides unless Dunning has agreed in writing to such terms, directives or requirements. In addition, Purchaser may incur charges for value added services (labeling, ticketing, and special packaging). Routing and Logistic Manuals should be directed to the Compliance Department located at Dunning's corporate headquarters office.

**Limited Warranty:** Dunning warrants that its products, at the time of shipment, are free from defects in workmanship and materials. THE WARRANTY DESCRIBED IN THIS PARAGRAPH SHALL BE IN LIFT OF ANY OTH-BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, NON-INFRINGEMENT OF THIRD PARTY RIGHTS OR FITNESS FOR A PARTICUL

Purchaser's remedies are exclusively limited to replacement of or credit for any defective product (at the option of Dunning) but such replacement or credit shall be made only if the Purchaser follows the terms and conditions set forth herein under the "Return Goods

Limitation of Liability: DUNNING ASSUMES NO LI-ABILITY EXCEPT AS EXPRESSLY PROVIDED IN THESE TERMS AND CONDITIONS AND IN NO EVENT WILL DUNNING BE LIABLE FOR LOSS OF PROFITS, INTER-RUPTION OF BUSINESS OR ANY OTHER SPECIAL, PLINITIVE EXEMPLARY INDIRECT INCIDENTAL OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT, IN TORT, UNDER WARRANTY OR OTH-

Force Majeure: If a delivery date is specified, that date will be extended to the extent that delivery is delayed by reason of fire, flood, war, riot, strike, attack, natural disaster, or any other event beyond Dunning's reasonable control and if, as a result of such a delay, the goods ordered are unavailable, Dunning may substitute comparable goods; provided, however, that no event of Force Majeure shall excuse payment of any past-due

General: This contract shall be construed and enforced in accordance with the laws of New York without reference to its conflicts of law rules that would apply the laws of any other jurisdiction. The parties hereby agree that the New York courts (state and federal) located in New York County will have exclusive jurisdiction of any controversy arising out of this agreement between Purchaser and Dunning, and the ceived. Credit will not be issued for any product items parties hereby irrevocably consent to the jurisdiction of those courts. Both Dunning and Purchaser waive their right to jury trial in any controversy or court action between them. Any action for breach of contract must be commenced within one (1) year from the date of the delivery of the goods. Purchaser's rights under this contract may not be assigned transferred or sold by Purchaser without the prior written consent of Dunning, which may be withheld in Dunning's sole discretion, and any attempted assignment in contravention with the foregoing will be void. Dunning may assign this contract to a parent, subsidiary, or affiliated firm, or to another entity in connection with the merger, sale or transfer of all or substantially all of its business. Subject to these restrictions, the provisions of the contract shall be binding upon and inure to the benefit of the parties, their suc-

cessors, and permitted assigns. Terms and conditions are subject to change by Dunning without prior notice. The Dunning Authorized Retail Dealer Agreement and these terms and conditions of sale constitute the entire agreement between the parties with respect to the subject matter hereof and supercede all previous agreements or understandings between the parties with respect thereto. No additions to, deletion from, or modification of any of the provisions herein shall be binding upon Dunning unless made in writing and signed by a duly authorized representative of Dunning, the terms and conditions herein being final, complete and exclusive statement of terms of agreement between Dunning and Purchaser.

### DUNNING

### **CUSTOMER SERVICE**

888.247.5187

134 West 37th Street, 7th floor New York, NY 10018

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ANY OFFER TO SELL BY THARANCO LIFESTYLES LLC. D/B/A DUNNING (HEREIN: "DUNNING") AS WELL AS ANY ACCEPTANCE BY DUNNING OF A PURCHASER'S ORDER IS EXPRESSLY MADE CON-DITIONAL UPON PURCHASER'S ASSENT TO THESE TERMS AND CONDITIONS OF SALE AND NO OTH-ERS. PURCHASER'S TAKING DELIVERY OF ANY PRODUCT OR PAYMENT OF ANY INVOICE SHALL BE CONCLUSIVE EVIDENCE OF SUCH ASSENT.

Orders: All orders are subject to acceptance by an authorized official of Dunning at Dunning's Corporate Headquarters Office. Acceptance by Dunning of an order shall be deemed to occur only upon the tendering of delivery of the products that are the subject of such order to the carrier for delivery to Purchaser. Acceptance by Dunning is limited to the terms stated herein and in the Dunning Authorized Retail Dealer Agreement. Such terms and conditions shall control irrespective of any inconsistent, different or additional terms and conditions, whether printed or otherwise, set forth in any communication from Purchaser to Dunning, including without limitation in any Purchaser purchase order, confirmation, routing guide or manual revision and Dunning hereby rejects any such inconsistent, different or additional terms or conditions unless otherwise specifically agreed to in writing by Dunning. Without limiting the foregoing, Dunning further rejects terms and conditions inconsistent with, different from or additional to those contained herein which are contained on any website of Purchaser for which access is conditioned on acceptance of such terms and conditions.

A functional acknowledgment sent on receipt of an electronic order does not constitute acceptance of electronic data interchange orders (for more information and further detail regarding the placement of electronic data interchange orders, see the Dunning Electronic Data Interchange Trading Partner Agree-

Minimum Order Size: Any embroidered orders accepted for less than twelve (12) units shall be subject to an upcharge. There are no upcharges for blank orders for less than twelve (12) units. For more details, contact your sales representative.

Prices: No employee, Dunning sales representative or any other party other than an officer of Dunning is authorized to alter Dunning's pricing and other terms and conditions of sale. All prices are subject to change without notice. Orders will be billed at prices prevailing at the time of order as reflected on Dunning's then current price list. Dunning will not recognize any terms outside of its standard programs except as specifically agreed in writing by Dunning. The amount reflected in a Dunning invoice will be deemed accepted and binding upon Purchaser unless Purchaser notifies Dunning in writing of a dispute within thirty (30) days of the date of the invoice

Payment Terms: Unless otherwise stated on the invoice, terms of payment shall be net sixty (60) days from the invoice date. Purchaser shall not set off against or deduct from any amounts due to Dunning hereunder all or any part of any amounts owed or alleged to be owed by Dunning to Purchaser. Chargebacks will not be accepted by Dunning unless agreed to in writing between Dunning and Purchaser. A service charge of 1.5% per month will be charged on all past due invoices plus costs of collection (including but not limited to actual attornevs' fees and disbursements). There are no discounts to customers having an overdue balance. Each order placed by Purchaser and accepted by Dunning shall be considered an independent transaction, and payment therefor shall be due accordingly. If Dunning, in its sole discretion, at any time is unsatisfied with Purchaser's financial responsibility or credit worthiness, or if Dunning feels it needs further assurance that Purchaser will pay for outstanding orders, Dunning shall be entitled to require Purchaser to pay for its orders on a cash-in-advance basis. If Purchaser is in default under any agreement with Dunning, or fails to comply with any written rule or policy of Dunning, Dunning shall have the right, without prejudice to any other legal remedy, of canceling all outstanding orders. Until payment of all obligations of Purchaser to Dunning is received in full, Dunning shall retain its purchase money security interest in the goods covered by an order and the proceeds thereof, and Purchaser hereby authorizes Dunning to file all and any documents and to give all and any notices which

Audit Claims: Dunning invoices received and retained by Purchaser will be deemed accepted, will be conclusive and binding upon Purchaser (excepting manifest error), and will not be subject to any audit claim by Purchaser unless Purchaser notifies Dunning in writing of its specific objections within thirty (30) days after receipt of such invoice is due.

may be necessary or appropriate to protect and perfect

and give priority to Dunning's security interest therein.

**Delivery:** All warehouse orders are shipped F.O.B. shipping point (Dunning loading dock). Container dropship orders are shipped F.O.B. port of entry. All container dropship Purchasers assume ownership of goods upon notification to Purchaser's designated carrier of availability of the container for pickup (by facsimile delivery of the delivery order therefor, telephone notification or such other method as is customary for presentation) within the shipping window indicated in the invoice or as otherwise agreed between the parties. Unless otherwise directed in writing by Purchaser, Dunning will use the carrier designated by Dunning. Purchaser is responsible for all payments due to the carrier, Purchaser assumes all risk of loss upon delivery of products by Dunning to Purchaser's carrier in the case of warehouse orders and to the bailee in the case of container orders. Dunning is under no obligation to insure shipments unless specifically requested by Purchaser and then only at Purchaser's expense and valuation.

Dunning reserves the right to make shipments in installments within the shipping window indicated on the purchase order. Dunning will attempt to meet delivery schedules requested by Purchaser. However, all delivery indications are estimates only. In no event will Dunning assume any liability, consequential or otherwise, as a result of Dunning's failure to deliver product in accordance with indicated delivery schedules. Delivery of part of an order does not obligate Dunning to make further deliveries, and partial deliveries will be billed when made

Changes in Orders: Changes in orders will be considered only (i) within thirty (30) days of order submission in the case of container orders, or (ii) no later than forty-five (45) days prior to the first shipment date indicated on the order in the case of warehouse orders

Order Termination by Purchaser: Warehouse orders may be cancelled by the Purchaser only upon written authorization from Dunning's Corporate Headquarters Office and only will be considered if requested no later than forty-five (45) days prior to the first shipment date indicated on the applicable order. Cancellations exceeding 10% of any monthly future bookings will result in loss of discount

No Transshipments: Dunning sells only directly to selected retail outlets for resale by them only to end users at physical retail locations of the Purchaser as approved by Dunning. Proposed sale at any new retail outlet requires advance written approval from an authorized Dunning official of Dunning's Corporate Headquarters Office. Resale or transshipment of merchandise to an unauthorized location or to another business is expressly prohibited, violates the terms and conditions of sale and may result in cancellation of existing orders and/ or termination of Purchaser's business relationship with Dunning. It is understood and agreed that said prohibition of transshipment includes without limitation sales via the Internet or other media, fulfillment of sales originating from electronic media, as well as sales through mail, direct order or catalogues, unless expressly authorized in writing through a separate contractual agreement with Dunning. Purchaser acknowledges and agrees that Dunning is the sole authorized distributor of Dunning products in the United States and Purchaser will not purchase Dunning products from any source

Change in Ownership: The sale of or a partial, maiority, or total change in the ownership in Purchaser or any of Purchaser's approved retail outlets, or all or a substantial portion of Purchaser's assets, shall be deemed an assignment and shall require the written consent of Dunning, in its sole discretion. As a condition precedent to any consent by Dunning to such change in ownership or assignment, the new owner(s) must apply to Dunning for approval as an authorized dealer and Purchaser will merchandise until the application is approved in writing by Dunning's Corporate Headquarters Office.

# **DUNNING GOLF SOCIAL MEDIA**







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@dunninggol

### **Customer Service:**

customerservice@dunninggolf.com 888.247.5187



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### **DUNNING** SALES FORCE

### Mike Elliott

President - Dunning Golf 910-315-4963 Mike.elliott@tlifestyles.com

### Roger Landry

VP of Sales - Dunning Golf 303-250-9050 Roger.landry@dunninggolf.com

### **Daniel Greiss**

NY Office Sales Associate 973-803-6175 Daniel.greiss@tlifestyles.com

### **Chris Alcocer**

Southern California, Las Vegas 951-972-6549 Chrisagolf@yahoo.com

# **Hugh Bell**

North and South Carolina 704-577-5693 BellGolfSalesNC@gmail.com

### **Rod Davidson**

Oklahoma, Arkansas, Mississippi 918-691-1972 roddavidson@aol.com

### **Pier Flemming**

Arizona 602-750-0667 pflemming@infinitygolfpartners.com

# Joe-Jo Gittelman

Hawaii 808-936-5470 joejo@jjgittelman.com

### John Lano

Massachusetts, New Hampshire, Vermont, Maine, Rhode Island, Northern Connecticut 703-628-6549 JohnALano21@gmail.com

### **Brad Wilson**

Colorado, Utah, Wyoming, New Mexico 303-570-7029 kbwilsonfive@comcast.net

### **Jenny Champion**

Texas, Louisiana 832-837-9168 jchampion527@gmail.com

### **Tina Slone**

Kentucky, Tennessee 502-382-8808 Stage3.btb@gmail.com

### Jim Guerra

Northern New Jersey, Rockland & Orange County, NY 973 650-9821 njgolfsales@gmail.com

# **Eddie Hellemann**

Florida, Caribbean, Bermuda 203-415-1878 eddie.hellemann@dunninggolf.com

### Frank Herbert

Indiana, Kentucky, Illinois, Iowa 207-391-3151 hfrank64@gmail.com

### **Scott Lachmuth**

Eastern PA, Maryland, Washington D.C., Southern NJ, Delaware, Virginia, West Virginia 610-389-7610 scottlachmuth@gmail.com

# J. Mike Moran

Ohio, Western PA, Upstate & Western NY 814-873-2829 jmoran19@roadrunner.com

### **Steve Peloquin**

Northern California, Northern Nevada 916-798-2371 slazmansteve@hotmail.com

### Trendy Sports Agency: Ben Moffat & Rob Bundy

United Kingdom +44 (0) 777-181-2850 ben.moffat@trendysportsagency.com rob@trendysportsagency.com

### **Paul Steward**

Georgia, Alabama 720-209-0929 paulstewardpga@gmail.com

### **Robin Tuttle**

Kansas, Missouri, Nebraska 816-820-7337 rtuttlegolf@gmail.com

# MAD Sports: Scott Soderberg & Jason Behrendt

Minnestoa, Wisconsin, South Dakota, North Dakota 715-252-6492 scott@madsportsusa.com jason@madsportsusa.com

# **Tom Pope**

Oregon, Washington, Idaho, Montana 503-789-0280 360-904-2086 tompope.csm@gmail.com

### **Neal Furlong**

Ohio, West Virgina 330-697-2040 nfurlong@zoominternet.com

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