



**DownUnder Sportswear -  
Your One Stop Sports and Leisure Source**

**Our priorities:**

### **Products Distributed by DownUnder Sportswear**

DownUnder Sportswear manufactures the finest equipment, clothing and supplies available. For items not produced by DownUnder Sportswear, we stock only first-quality merchandise supplied by leading Sports Manufacturers.

**Our primary product lines are:**

### ***Equipment***

We produce a full line of baseball, basketball, fishing, football, hockey, lacrosse and soccer equipment. All equipment comes with a one year limited warranty. (See specific item warranty for details.)

DownUnder Sportswear also distributes tennis and racquetball equipment manufactured by Olympic Racquet Company, and skating equipment produced by National Skates, Inc.

### ***Clothing***

We manufacture our own high quality clothing and uniforms endorsed by many professional athletes. DownUnder Sportswear uses only the best material and fabric in creating our complete line of sportswear.

## ***Supplies***

Our selection of game-related supplies (tape, mouth-guards, ice-packs, ointment, etc.) is almost unlimited.

## **Memorabilia**

In addition to equipment, clothing and sports supplies, DownUnder Sportswear stocks a tremendous selection of baseball cards, posters and pictures (some autographed) and commemorative programs.

## **Benefits of DownUnder Sportswear as Your Primary Sports Equipment Supplier**

There are many reasons for stocking your store with DownUnder Sportswear products. DownUnder Sportswear, one of the largest manufacturers and distributors of Sports Global, offers:

- highest quality products
- superior selection
- competitive pricing
- outstanding service
- friendly customer support
- stock control
- cooperative advertising agreements
- semi-annual promotions
- well-trained, knowledgeable sales staff

## **Advertising Agreement**

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| Item 1 | DownUnder Sportswear District Sales Representative and store Manager will meet quarterly to plan any advertising to be placed in store circulars and local newspapers, or on television and radio. |
| Item 2 | Initial advertising budget - 20% of opening order (to be matched by The Customer.) If customer does not match advertising, budget is reduced to 10% of order.                                      |
| Item 3 | Thereafter, DownUnder Sportswear will co-op on a 50-50 basis provided your account has advertising accruals available (exceptions must be approved by Regional Manager.)                           |
| Item 4 | Advertising for Special Promotions available based on 10% of purchase of promotional merchandise.  |

## Terms and Conditions of Sale

The following terms and conditions govern all transactions between DownUnder Sportswear and the Customer. Any change in terms and/or conditions, whether oral or written, must be approved by the management of DownUnder Sportswear.

**Delivery:** All shipments are FOB DownUnder Sportswear regional warehouse. Unless previous arrangements have been made, shipments will be made by the most economical method.

**Payment:** Net payment is due in 30 days.

**Minimum Order:** Minimum order is \$250.00 net. Minimum reorder is \$100.00 net. A surcharge of 3% of order will be applied to all orders below the minimum. To avoid a surcharge, please ensure that orders meet minimum requirements. The customer is responsible for consolidating smaller orders to meet minimum requirements.

**Returns:** Prior to returning merchandise, obtain a return authorization label from your DownUnder Sportswear sales representative or from the DownUnder Sportswear Customer Service department. No exceptions will be made to this rule. Shipping costs for merchandise returned to DownUnder Sportswear without an authorization label are the responsibility of the customer. DownUnder Sportswear has the right to refuse unauthorized returns and is not responsible for the shipping costs of such returns.

Authorized returns must be sent prepaid. The customer will be reimbursed for shipping costs, provided the merchandise is returned unopened and in its original packaging. It is the responsibility of the customer to pack goods properly so that all returned merchandise is undamaged. All returned merchandise is subject to a 15% handling charge, unless the goods are being returned because they were received by the customer in damaged condition or were defective.

**Prices:** Subject to change, without notice. Merchandise will be billed at the prices which appear on the current DownUnder Sportswear price sheet on the day of shipment.

**Breakage and Loss:** If goods become damaged en route from the regional DownUnder Sportswear warehouse to the

customer site, claims should be made against the carrier. It is the responsibility of the customer to report such damage to the carrier, usually within 30 days of shipment.

**Cancellation:** Order cancellations must be made prior to shipment of merchandise. The following items may not be canceled: