



## TERMS and CONDITIONS of SALE

**Retail Dealer Requirements** - It is our policy to sell at wholesale prices to qualified retail dealers. We do not sell to the general public. Retail dealer requirements include but are not limited to:

- 1) *Regular business hours of 20 or more per week*
- 2) *A dedicated retail sales area available to the general public during scheduled business hours*
- 3) *The stocking of inventory that is available for sale*

To become a digPETS Retail Dealer, a dealer must sign and execute the digPETS Retail Dealer Application and provide all sales tax exemption forms, whether or not the dealer requests an open account. The dealer acknowledges that providing a current state exemption form alone does not constitute qualification as a digPETS Retail Dealer. In addition, the retail dealer must keep current all applicable state vendors' licenses, sales tax exemptions, and any other relevant federal, state or local licenses, permits, etc., to maintain its status as a digPETS Retail Dealer. digPETS reserves the right to demand and verify any licenses or permits at digPETS' discretion. Further, the retail dealer acknowledges responsibility for notifying digPETS regarding a change of address, ownership (including any change in business structure) or state and/or local status as soon as such change becomes effective. All orders are subject to the approval and acceptance of digPETS, and will only become a binding contract upon final acceptance at any digPETS warehouse.

By signing and submitting the digPETS Retail Dealer Application, and by placing orders and accepting shipment of product from digPETS, the digPETS Retail Dealer acknowledges that it accepts and further agrees to be bound by and comply with these Terms and Conditions and all Terms and Conditions stated on Invoices shipped with any product. Pursuant to the aforementioned, the retail dealer agrees to assist and cooperate with any manufacturer's policies and minimum advertised pricing. digPETS reserves the right to terminate its business relationship with any retailer that fails to comply with any of the foregoing conditions.

**Placing Orders** - Orders may be placed via fax, telephone, mail, email ([info@ackuniversal.com](mailto:info@ackuniversal.com)) or our website.

**Credit Terms** - Open accounts will be established for qualified accounts. Open account terms are net 30 days. A finance charge of 2% (24% annual rate) per month or the maximum allowed rate under applicable state law will be added to amounts which are past due. C.O.D. check terms are payable by check upon delivery. Prepay terms are available by cashier's check or money order.

**Pricing** - All prices are subject to prices prevailing at the time of order placement and are subject to change without notice.

**Shipping Information** - We ship primarily by UPS Ground and when doing so, conform to their regulations. We reserve the right: however, to ship orders via alternate sources in the event of a disruption to normal ground shipping options such as a strike, fuel crisis, act of terrorism, etc. digPETS Corporation reserves the right to recover our full shipping costs. All shipments will be Freight Prepaid. Shipments to Alaska or Hawaii can be shipped UPS to the retail dealer's freight forwarder. If preferred, UPS Overnight, or UPS 2-Day is available F.O.B. our distribution centers. The retail dealer will pay for all charges.

**Customer Service** - For faster service on inquiries about an order, delivery date or other business, call our Customer Service Department. When inquiring about an order, please have your customer and order number available.



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**Damaged Shipments and Shortages** - All merchandise becomes the property of the purchaser when the carrier accepts and signs for the shipment. If you receive a damaged or short shipment, please note this on the Freight Delivery Record if evident at the time of receipt. Also notify the carrier (UPS, FedEx, etc.) and our Customer Service Department immediately. **IMPORTANT!** Before the carrier will process a claim, its representative must inspect the merchandise and shipping carton. Do not discard or destroy any cartons.

**Defective Merchandise - ALL PRODUCTS MUST BE RETURNED TO THE MANUFACTURER.** We do not repair or make adjustments on used merchandise. The item must be returned to the manufacturer or authorized service center for repair or replacement. Merchandise that is found to be defective within ten days of receipt by the dealer will be replaced at no charge. Any merchandise found defective after use is subject to the factory warranty and should be returned to the manufacturer.

**Warranties** - We offer no warranties or guarantees, expressed or limited, other than those supplied by the manufacturers of the products which we offer for resale.

**Returns - digPETS is dedicated to serving our dealers better than anyone else; however, we cannot accept returns without questions or limitations. Thank you for honoring the following return policies, so that we can continue to bring you the best products at the lowest price:**

**Most items sold by digPETS may be returned for credit within 20 days from the ship date.**

To assure prompt and accurate credit to you on returned merchandise, please follow these steps:

- 1) A "Return Authorization Number" must be obtained by contacting our Customer Service Department. This number will be valid for 30 days.
- 2) A "Return Authorization Number" must be clearly indicated on the outside of each package or the package will be refused.
- 3) Credit will be given on errors that are clearly a digPETS error provided returns are requested within 20 days from receipt of merchandise.
- 4) Returns on merchandise other than a digPETS error, will be **assessed a restocking fee of \$4.95 per item or 15% - whichever is greater..** digPETS has no obligation to authorize a return requested after two weeks have passed from the receipt of retail dealer merchandise.
- 5) digPETS will have no obligation to provide credit for returns unless the merchandise is in the original carton in original condition (including: packaging, manuals, warranties, accessories, security seals, etc.). **We cannot accept returns with retail price tags. TERMS and CONDITIONS of SALE**
- 6) The original vendor box should be packed in a heavier shipping box with proper packing material to protect the merchandise. We suggest all returns be sent by traceable carrier. You must pay all costs related to return shipping.
- 7) Returns will not be accepted freight collect or C.O.D., nor does digPETS have an obligation to reimburse shipping pick-up charges.
- 8) Defective merchandise should be returned directly to the manufacturer and digPETS will have no obligation to provide credit for defective merchandise. We cannot accept returns of certain items, including:
  - Factory closeouts, special orders, food/treats and other products, as noted on product sales literature.
  - No partial case pack items will be accepted. If you return a case pack item, it must be returned in the original shipping pack with all individual items unopened.

**Refused Shipments** - Unless instructed otherwise, do not refuse shipments as this will result in an unnecessary freight and handling charge. Please accept the shipment and call our Customer Service Department for assistance.



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Customers who refuse shipments will only be sold on a prepayment basis. In addition, actual freight costs to and from the shipping point as well as a 15% restocking fee will be charged. All charges must be paid in full before any additional orders will be shipped.

**Returned Checks** - There is a \$45.00 service charge on all checks returned the first time due to insufficient funds. All checks will be automatically redeposited. Checks returned a second time will be charged \$65.00 and the amount of the check.

**Warehouse Pick-Up Service** - You may pick up merchandise from our warehouse between the hours of 11:00 AM and 3:00 PM, Monday through Friday. We ask that you place your pick-up order two (2) days in advance and digPETS has no obligation to accept changes upon your arrival. Proper I.D. must be shown at time of pick-up.

**Office Hours** - Our sales offices are open Monday through Friday from 9:00 AM to 5:30 PM (EST). Our regular business hours are 9:00 AM to 4:00 PM (EST).

***While we make every effort to ensure the accuracy in all printed and electronic material(s), we reserve the right to make corrections if an error does occur.***



**Contact Us:**

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ACK LLC / digPETS central office and main warehouse are located at:  
5657 45<sup>th</sup> St  
West Palm Beach, FL 33407 USA

**Phone:** 561.863.5191

Our sales offices are open Monday through Friday from 9:00 AM to 5:30 PM (EST). Our regular business hours are 9:00 AM to 4:00 PM (EST).

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