

DEALER TERMS AND CONDITIONS

FIDO PET PRODUCTS LLC

These terms and conditions (“Terms”) are the only terms which govern the purchase of any products (“Fido Pet Products”, “FidoRido®”, “Paws Aboard®”, collectively the “Products”) from Fido Pet Products, LLC (“Fido”), an Indiana corporation. By submitting a Dealer application and/or any purchase order, you (hereinafter, “Dealer”) agree to be bound by these terms and conditions, as amended from time to time as provided herein.

1. AGREEMENT

These Terms, together with the purchase order and any other documents specifically adopted by reference in any such documents (the “Agreement”), constitute the entire agreement between the parties and supersede any previous oral or written representations, including but not limited to provisions in Fido’s quotations, proposals, acknowledgments or other documents. No course of dealing or usage of trade shall be applicable unless expressly incorporated in this Agreement. These Terms prevail over any of Dealer’s general terms and conditions of purchase, regardless whether or when Dealer has submitted its purchase order or such terms. Fulfillment of Dealer’s order does not constitute acceptance of any of Dealer’s terms and conditions and does not serve to modify or amend any of these Terms. These Terms may not be varied or modified in any manner, unless in a subsequent writing signed by an authorized representative of Fido. In the event the terms and conditions of any purchase order or any other agreement conflict with this Agreement, this Agreement shall control.

2. DEFINITION AND SCOPE OF DEALER RESPONSIBILITY

2.1 A Dealer is defined as an entity that sells Products to end-users. This includes brick and mortar entities such as, but not limited to, pet stores, marinas, boutiques, gift shops.

3. PURCHASE; PRICES; TERMS OF PAYMENT; SHIPPING

3.1. Purchase; Prices. Dealer agrees to purchase the Products from Fido at the price set forth on any purchase order submitted by Dealer to Fido. No substitution of Products may be made without Dealer’s consent. Orders are subject to minimum quantity or purchase amount requirements, as identified on the Dealer Price sheet or purchase order form.

3.2 Taxes. Fido’s prices shall be exclusive of all federal, state or local sales, use or excise taxes imposed by any governmental authority on any amounts payable by Dealer. Dealer shall be responsible for the payment of all such taxes, unless Dealer timely presents Fido with a lawful exemption certificate.

3.3 Terms of Payment. Absent a prior written arrangement between the parties, Dealer shall make payment in full for all purchased Products in advance of the date the Products are to be shipped. All payments shall be made by credit cards, check or ACH payable in U.S. funds. Prior authorization is required for wire transfer of funds; fees may apply. Any payments not received by Fido by the due date will be considered past due, and finance charges will be assessed and payable on all past-due accounts at the lesser of 1.5% per month or the maximum rate permitted under applicable law. Should terms be offered by Fido, Dealer balances outside of the term period will be considered past-due. In the event Dealer fails to make timely payment, Dealer shall be responsible for all reasonable costs and expenses incurred by Fido in collecting such amounts (including, without limitation, attorneys’ fees). Fido reserves the right to charge

Dealers valid credit card for outstanding balance and interest charges plus a credit card processing fee not to exceed 5%. Fido reserves the right to suspend performance of its obligations hereunder (or under any other agreement with Dealer) in the event Dealer fails to make timely payment hereunder or under any other agreement with Fido. As collateral security for the payment of the purchase price of the Products, Dealer hereby grants to Seller a lien on and security interest in and to all of the right, title and interest of Buyer in, to and under the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the Indiana Uniform Commercial Code.

3.4 Terms of Shipment. The Products will be delivered within a reasonable time after the receipt of Dealer's payment in full, subject to the availability of the Products. Fido shall not be liable for delays, loss or damage in transit. All shipments are made F.O.B. origin (Fido's facility or third-party facility of Fido's selection), and title to the Products and all risk of loss or damage to the Products shall pass to Dealer when Fido delivers the Products to an authorized carrier for shipment to Dealer. Fido may, in its sole discretion, and without liability or penalty, make partial shipments of the Products to Dealer. Dealer shall pay for entire purchase order, whether such shipment is in whole or partial fulfillment of Dealer's purchase order. Shipment schedules are approximate, and Fido will use commercially reasonable efforts to complete shipment as indicated. Shipments are made in a commercially reasonable manner as determined by Fido; provided, however, that if Dealer has a preferred carrier and if carrier account number, carrier name and contact numbers is noted on any purchase order, Fido will use commercially reasonable efforts to use such carrier.

3.5 Drop Shipments. Should Fido offer drop shipping services, the following terms apply:

- Email orders with packing slips (if desired) to: orders@fidopetproducts.com.
- All drop ship orders will be filled within 3 business days of receipt, to the extent Products are in stock and available.
- All orders received after 12 PM E.S.T. will be considered received on the following business day.
- If merchandise is out of stock, you will be notified within 2 business day of receipt of your order.
- Tracking information is included on your invoice.
- All orders will be shipped FedEx or UPS unless otherwise specified in writing.
- Drop Ship Fee applies. They will be quoted upon request and reflected in Fido invoices.
- The Dealer is responsible for invoice total which includes cost of Products and associated expenses and fees, including shipping and drop shipment fees.
- Payment terms are credit card only. Delay in payment will result in delayed shipping.

4. **INSPECTIONS; RETURNS**

4.1 Inspections. Dealer shall inspect the Products within five (5) business days of receipt ("Inspection Period"). Dealer will be deemed to have accepted the Products unless it notifies Fido in writing of any Nonconforming Goods (as hereinafter defined) during the Inspection Period and furnishes such written evidence or other documentation as reasonably required by Fido. "Nonconforming Goods" means only the following: (a) Product shipped is different than identified in Dealer's purchase order; (b) Product is defective; or (c) Product's packaging or label incorrectly identifies its contents. Failure to give timely notice, as provided above, shall be deemed irrevocable acceptance of the Products. Claims for damage occurring during shipping shall be submitted by Dealer directly to the shipping carrier.

4.2 Returns. Product returns will be authorized for Nonconforming Goods by contacting Fido

at orders@FidoPetProducts.com. To submit a return, Dealer must obtain a Return Authorization Number (RMA#) from Fido within 15 days of invoice date. To receive proper credit, the RMA# must be included with Dealer's returned merchandise. Returned merchandise must be received within 15 days of the issued return authorization. If Dealer submits a return for Nonconforming Goods, Dealer will receive full merchandise credit and reimbursement for return shipping charges. If a return authorization is granted for any other reason, Dealer covenants and agrees to pay Fido a 20% restocking fee and Dealer will be responsible, at Dealer's sole cost and expense, for return shipping charges.

5. WARRANTY; LIMITATION OF LIABILITY

5.1 Limited Warranty. Products come with a limited warranty against manufacturing and material defects (the "Limited Warranty"). The Limited Warranty does not cover damage due to normal wear and tear, improper use/misuse, clawing, chewing, cleaning, disassembly or other alterations, or improper storage. Dealer shall pass the Limited Warranty on to the original purchaser of any Products. The Limited Warranty applies only to product sold by authorized Dealers to the original purchaser and is nontransferable. Dealer covenants and agrees to comply with any reasonable requests from Fido, including but not limited to, pictures, details about the suspected defect, and original owner purchase details for processing warranty claims, including for any warranty claims relating to Products not sold by Dealer.

5.2 No Other Warranties. EXCEPT FOR THE LIMITED WARRANTY DESCRIBED IN SECTION 5.1, TO THE FULLEST EXTENT ALLOWED BY LAW, FIDO MAKES NO REPRESENTATIONS OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES REGARDING CONSUMER PRODUCTS AS DEFINED IN THE MAGNUSSON-MOSS WARRANTY ACT OR THE UNIFORM COMMERCIAL CODE, WITH RESPECT TO THE PRODUCTS.

5.3 Limitation of Liability. FIDO SHALL NOT BE LIABLE TO DEALER UNDER ANY CAUSE OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, EVEN IF FIDO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY IN THIS AGREEMENT.

6. TERMINATION

6.1 Termination. Fido shall have the right, in its sole and absolute discretion, with or without cause, to terminate this Agreement and any relationship with Dealer hereunder and cancel, suspend and/or withhold shipments of Products.

6.2 Effect of Termination. On termination of this Agreement for any reason, (a) any amounts owed to Fido under this Agreement before the termination will be immediately due and payable, (b) all rights and obligations of the parties under this Agreement shall immediately terminate, and (c) each party shall return to the other all property and confidential information of the other party in its possession or control. The termination of this Agreement, regardless of how it occurs, will not relieve Dealer of any obligations that have accrued before the termination. In addition, Fido shall have the right, in its sole and absolute discretion, to elect to repurchase any Products previously purchased by Dealer that are unsold as of the date of the termination for an amount equal to the original purchase price of such products less return

shipping costs.

7. PRESENTATION OF BRAND; REVOCABLE LICENSE

7.1 Presentation of the Brand. Dealer agrees that all Products presented online or in print advertising must show, clearly and in focus, the current product images and the Fido logo, all of which are provided on the Fido website at <http://FidoPetProducts.com/images>. All Products must be identified with the Fido brand name and the current product name.

7.2 Revocable License. Fido hereby grants to Dealer a revocable, non-exclusive, non-transferable license to use, solely for purposes contemplated under this Agreement, the Fido name and images.

8. AUTHORIZED DEALER POLICY; MAP POLICY

8.1 Authorized Dealer Policy. Dealer covenants and agrees to refrain from selling Products outside of its physical brick and mortar store(s), or from a URL not directly associated with a physical brick and mortar location or not owned by Dealer, or outside Dealers country, without prior written authorization from Fido. Dealer shall disclose to Fido, within 3 business days of request, all URLs from which it sells Products. Trans-shipping of Products to retailers, wholesalers, e-commerce companies, other entities, and/or selling products over online or online auction sites is prohibited. Dealer is prohibited from advertising, marketing and/or selling Products, directly or indirectly, on any third-party storefronts (i.e., Amazon, eBay, Google, Target, Walmart, Jet, etc.) without prior written authorization from Fido. Fido reserves the right to perform an audit of Dealer's accounting system and financial statements pertaining to sales of Products to ensure compliance with this policy. Dealer shall not sell to other Dealers or other entities nor export product out of the United States.

8.2 Minimum Advertised Price Policy. Dealer acknowledges that Fido has adopted a Minimum Advertised Price ("MAP") Policy. Fido, in its sole discretion, reserves the right to discontinue doing business with any Dealer that advertises any product(s) covered by this Policy at a price lower than the MAP. The Policy has been established to protect and support the brand and selling ecosystem. The terms of the Policy are as follows:

- The Products covered by this Policy will be communicated in writing, or available on the Fido website at <http://FidoPetProducts.com/DQ9850>. Fido may in its sole discretion modify this list from time to time. Fido shall notify Dealer of pricing changes in writing or on the Dealer secured or non-secured portal. Best practices recommend quarterly review of Product pricing.
- MAP Products may not be advertised below the minimum advertised price.
- The Policy applies to all advertisements of MAP Products in any and all media, including but not limited to flyers, posters, coupons, mailers, inserts, newspapers, magazines, catalogs, television, radio, and public signage, as well as internet sites, social media sites, apps, or any other electronic media. The Policy does not apply to solely on-premises or in-store advertising that is not distributed to customers.
- Pricing listed on an internet site is considered an "advertised price" and must adhere to this Policy.
- Website features such as "click for price," automated "bounce-back" pricing e-mails, pre-formatted

e-mail responses, forms, automatic price display for any items prior to being placed in a customer's shopping cart and other similar features are considered to be communications initiated by the Dealer (rather than by the customer) and thereby constitute "advertising" under this Policy.

8.3 Dealer Identification. Dealer acknowledges that Fido may identify Dealers in on-line and print content, on its website, or other vehicles mentioning Fido brands. Fido reserves the right to add or remove Dealers at its sole discretion.

9. GENERAL

9.1 Force Majeure. Fido shall not be liable or responsible to Dealer, nor be deemed to have defaulted or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of Fido including, without limitation, acts of God, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist act or threat, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

9.2 Assignment; Binding Effect; Third-Party Beneficiaries. Dealer may not assign its rights or delegate its duties under this Agreement without Fido's prior written consent, any purported attempt to do so without that consent is null and void. No assignment relieves Dealer of any of its obligations under this Agreement. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of these Terms.

9.3 Amendment. No addition, modification, amendment, or alteration to this Agreement shall be effective against the parties unless specifically agreed upon in writing and signed by the parties. Notwithstanding the foregoing, Fido shall be entitled, in its sole and absolute discretion, to modify these Terms and Conditions on the Fido website at <http://www.FidoPetProducts.com/T&C>, which shall constitute written notice to Dealer.

9.4 Notices. All notices, requests, consents, claims, demands, waivers and other communications (each, a "Notice") required or permitted under this Agreement shall be in writing and shall be sent by nationally recognized overnight courier (all fees prepaid), postage prepaid, or transmitted via facsimile (with confirmation of transmission) or certified or registered mail (with return receipt requested), to Fido at its principal place of business or address set forth on this Agreement or any purchase order. Except as otherwise provided in this Agreement, a Notice is effectively only (a) upon receipt of the receiving party, and (b) if the party giving Notice has complied with the requirements of this Section.

9.5 Nonwaiver. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.

9.6 Severability. If a provision of this Agreement is determined to be illegal, invalid or

unenforceable in any respect, the enforceability of the provision shall not affect any other provision of this Agreement.

9.7 Survival. All provisions of this Agreement that would reasonably be expected to survive the termination of this Agreement will do so, including without limitation Section 8.10.

9.8 Time of Essence. Time is of the essence with respect to all dates and time periods set forth in this Agreement.

9.9 Governing Law. This Agreement shall be enforced and interpreted in accordance with the laws of the State of Indiana, without giving effect to any choice or conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement. Any legal suit, action or proceeding arising out of or relating to this Agreement shall be brought in the courts of the States of Indiana, in each case located in the City of Indianapolis and the County of Marion, and each party submits to the exclusive jurisdiction of such courts in any suit, action or proceeding.

9.10 Indemnification. Each party each agrees to indemnify and save harmless each other party from and against any and all losses, liabilities, expenses (including reasonable attorneys' fees and other costs and expenses), claims, liens, damages or other obligations whatsoever that may actually and reasonably be payable by virtue of or which may actually and reasonably result from the inaccuracy of any of their respective representations or the breach of any of their respective warranties, covenants or agreements made in this Agreement or in any certificate, schedule or other instrument delivered pursuant to this Agreement.

9.11 Arbitration. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in Marion County, Indiana and administered by any arbitrator mutually agreed upon between the parties to the dispute. The determination of the arbitrator(s) shall be final and binding on the parties, and judgment on the award may be entered in any court having jurisdiction thereof. The arbitrator(s) shall award to the prevailing party, if any, as determined by the arbitrator(s), all of the prevailing party's costs and fees incurred in connection with the arbitration. For this purpose, "costs and fees" mean all reasonable pre-award expenses of the arbitration, including the arbitrators' fees, administrative fees, travel expenses, out-of-pocket expenses such as copying and telephone, court costs, witness fees and attorneys' fees.