

## **Canid Treats LLC Wholesale Agreement and Terms of Sale**

All sales made by Canid Treats LLC to you ("Retailer") are governed by these Terms and Conditions of Sale unless otherwise indicated by Canid Treats LLC in writing. Please read these Terms and Conditions thoroughly before submitting an application for a wholesale account. Do not submit the wholesale application unless you understand these Terms and Conditions and agree to abide by them. Canid Treats LLC reserves the right to amend or modify these Terms and Conditions of sale at any time at its sole discretion. The failure of Canid Treats LLC to exercise or enforce any right or provision of these terms and conditions of sale shall not constitute a waiver of such right or provision. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to these terms and conditions of sale must be filed within one (1) year after such claim or cause of action arose or be forever barred. The section titles in these terms and conditions of sale are for convenience only and have no legal or contractual effect. Canid Treats LLC shall not accept Retailer's purchase orders unless and until Retailer consents to these Terms and Conditions of Sale and completes the Wholesale Application. These Terms and Conditions of Sale as set forth in this document supersede the terms and conditions of Retailer's purchase order(s) and will govern all transactions between Retailer and Canid Treats LLC. These Terms and Conditions of Sale also apply to all future transactions unless modified in writing signed by Canid Treats LLC and Retailer. Either party, with 30-day written notice, can terminate wholesale relationship.

### **MINIMUM ORDER REQUIREMENTS**

Canid DogTreats are offered in carton of 12 DogTreats in a select flavor. Flavors cannot be combined in one case totaling 12 (i.e. 6 of one flavor - 6 of another). You must order at least one (1) carton. Canid Crunchy treats have a Maximum quantity of 5 cases per order.

### **PACKAGING**

#### **Canid Crunchy DogTreats**

All Canid Crunchy DogTreats are packaged in a resealable standup pouch with an oxygen absorber and desiccant. These items help to aid in the preservation of our Original Crunchy DogTreats.

Pouch size: 11"x6"x3" (HxWxD) Carton size: 12 bags Carton Dimensions: 24X9x6

#### **Canid Performance V2 Dogtreats**

All Canid Performance V2 DogTreats are packaged in a resealable standup pouch with an oxygen absorber. This item helps to aid in the preservation of our Performance V2 DogTreats.

Pouch size: 9"x6"x3" (HxWxD) Carton size: 12 bags Carton Dimensions: 12x9x6

### **MANUFACTURER'S SUGGESTED RETAIL PRICE (MSRP)**

Products purchased from Canid Treats LLC shall only be sold at the manufacturer's suggested retail price (MSRP). In the event the Retailer chooses to place the products for sale at a discount, the Retailer shall not discount the products more than 25% below MSRP.

Permission for special sale events beyond the 25% discount by the retailer must be requested in writing to Canid Treats LLC.

### **SAMPLES**

Canid Treats LLC will make every attempt to accommodate free sample requests for interested businesses. Free Samples will be sent to potential wholesale accounts at the sole discretion of Canid Treats LLC. Sample recipient must prove they are a legitimate business prior to shipment of samples. Due to fluctuations in inventory, certain sample items may be substituted at the sole discretion of Canid Treats LLC. To request a Free Sample please contact us at [bark@canidtreats.com](mailto:bark@canidtreats.com).

Product samples can also be purchased with your order for use in your store or to send to your customers. These samples are not intended for resale.

### **CHANGES TO PRICING & PRODUCTS**

Prices and products are subject to change without notice. All merchandise will be shipped/delivered at the prices in effect at the time of order. Canid Treats LLC reserves the right, at its sole discretion, to change ingredients, packaging and included documentation. All orders are subject to availability.

### **PRIVATE LABEL/PERSONALIZED DOG TREATS AND FLAVORS**

If you are interested in carrying your own brand of Canid Treats (a specific flavor, size and/or shape with your business name on the label that is manufactured by Canid Treats) – please contact us. We offer a variety of options for a number of different applications. Only treats purchased with a Private Label Agreement can be sold with Retailers name as the Brand. Contact Canid Treats LLC for more information.

### **PRODUCT SHELF LIFE**

#### **Canid Crunchy DogTreats**

All treats are packaged with an oxygen absorber and desiccant. These items are to aid in the preservation of our DogTreats. Our DogTreats are made with little to no preservatives, and because of this we cannot guarantee the treats will not spoil if kept properly. All Canid Crunchy DogTreats have a shelf life of 12 months from date of manufacture. Please do not sell treats after the "USE BY" date on the package.

## **Canid Performance V2 Dogtreats**

All treats are packaged with an oxygen absorber. This item helps to aid in the preservation of our Performance V2 DogTreats. These DogTreats are mildly preserved with natural preservatives, because of this we cannot guarantee the treats will not spoil if improperly stored. These treats MUST be kept at room temperature (around or below 70\* F). All Canid Performance V2 DogTreats have a shelf life of 4 months from the date of manufacture. Please do not sell treats after the "USE BY" date on the package.

## **PLACING AN ORDER**

### **Email/Phone**

Canid Treats accepts orders via email and phone. Please contact us at [bark@canidtreats.com](mailto:bark@canidtreats.com) or 262.744.3300. Phone and email orders can be paid for online with a credit or debit card. An invoice will be sent to the email provided.

### **Online**

If you are interested in placing orders online via our website, you are able. You must provide Canid Treats with an email address you would like used as your sign in. An account will be created and a password will be provided. You will be prompted to change the password upon first sign in. You must pay for your order upfront and shipping may be charged dependent on the terms agree upon by both parties.

## **PAYMENT METHODS**

Canid Treats requires pre-payment on first orders. Terms maybe extended after the first order has been placed. COD is not accepted.

### **Credit/Debit Cards**

We accept credit card payments (preferred method) online via our website or over the phone. An account will be created for you on our website for you to place orders. Retailers agrees not to file a chargeback with their issuing bank and understand in doing so Retailer give Canid Treats LLC the right to take legal action to enforce these conditions. In the event Canid Treats LLC must seek legal action to enforce these conditions or collect a debt, defendant shall bear legal fees.

### **Checks**

Canid Treats will accept business checks. Please contact us for more information on writing checks to Canid Treats.

## **DELIVERY, SHIPPING & LEAD TIMES**

Lead time for first orders begins AFTER payment has been received. Future orders will ship per the lead time specified.

### **Shipping**

Canid Treats LLC uses UPS Ground shipping unless you specify/request a quicker or different method of shipping. Please provide us with your shipping account number if you would like your shipping billed to your account. If not account number is provided shipping will be billed to your invoice.

### **Delivery**

Orders can be delivered by Canid Treats LLC if your facility or store is located within seventy-five (75) air miles from our location for no charge. Please contact us to find out if you qualify for Free Delivery. COD orders are accepted with prior approval.

### **Lead Times**

**Performance DogTreats:** 3 days.

**Original Crunchy DogTreats:** 7 days. (per flavor)

Lead times vary based on order size. Canid Treats will inform you of your lead time after your order.

## **SHIPPING ERRORS AND RETURNS**

Order errors must be brought to Canid Treats LLC Customer Service attention within five (5) business days of receipt of shipment. We endeavor to protect your reputation, and ours; if you or your customer finds an issue related to manufacturing defects within the first thirty (30) days, we will work with you to find a resolution.

Perishable or consumable items, such as DogTreats, cannot be returned unless it is damaged or wrongly shipped. Due to the nature of such product, we cannot resell or refurbish the product for resale, and therefore cannot accept returns for non-damaged items. We do this to prevent tampering of our product and protect the end-user. Canid Treats LLC shall not be liable for defects resulting from goods being stored or used where unsuitable environmental conditions prevail or which have been subject to abnormal degrees of temperature, humidity, light, strain or other treatment.

## **WEB COMMERCE**

No products or goods purchased from or produced by Canid Treats LLC shall be resold by or through any on-line auction or online store (such as EBay, Amazon or other similar sites) without the express, written authority of Canid Treats LLC. If the Retailer is planning to sell products produced by Canid Treats LLC in an online marketplace/store, it must be owned or operated by the entity applying for a Wholesale Account and listed on the Wholesale Application to be approved by Canid Treats LLC.

## **DISTRIBUTION**

Any Retailer who wishes to distribute Canid Treats LLC goods and products to any entity for re-sale must require their customer to strictly adhere to these same Wholesale Account guidelines as set forth in this Wholesale Agreement. Any Wholesale Account who does not enforce these guidelines with their own re-sale customers will be subject to termination of this agreement.

## **WARRANTY**

Retailer agrees that Canid Treats LLC makes no warranty, express or implied, as to the merchantability of Canid Treats LLC products. The Retailer also agrees that Canid Treats LLC is not liable for any misuse or misrepresentations of the goods by the Retailer or the final retail purchaser or consumer, and indemnifies Canid Treats LLC for any legal actions that emanate from such actions.

Canid Treats is not liable or responsible for suitability of our DogTreats for a particular application, merchantability, or any injury, loss or damage, direct or consequential, arising out of the use or inability to use the DogTreats. Retailer and its customers assume all risk, responsibility and liability for use of Canid Treats DogTreats.

## **PRODUCT IMAGES, COPYRIGHTS AND BRAND ASSETS**

Canid Treats LLC will make available images and brand assets that you might require for your print and online presence by request. Any imagery you provide yourself must be approved prior to use (please allow adequate lead-time for approval; one (1) week is recommended).

All materials published on the Canid Treats LLC website, packaging and promotional materials (including but not limited to articles, photographs, images, illustrations, audio clips and video clips) are protected by copyrights which are owned and controlled by Canid Treats LLC or the party credited as the provider of the material. The entire contents of these documents are also copyrighted as a collective work under the United States copyright laws, and the selection, coordination, arrangement and enhancement of such content are protected by copyright. No material from this website or any website owned, operated, licensed, or controlled by Canid Treats LLC, product packaging, or other promotional documentation may be copied, reproduced, republished, uploaded, posted, transmitted, or distributed in any way. You acknowledge that you do not acquire any ownership rights by downloading, printing or reproducing and copyrighted material. The use of any such material on any other website or networked computer environment is prohibited. All trademarks, service marks, and trade names are proprietary to Canid Treats LLC or the other designated owner of a posted mark.

Retailer agrees not allege to consumers that they, nor their appointees manufactured these products.

## **CONFIDENTIALITY**

Wholesale prices and pricelists of Canid Treats LLC products are confidential, and for the use of the Retailers only. Publishing, revealing or disseminating the wholesale pricing, flavors or ingredient listing of Canid Treats LLC product line outside of the business of the Retailer is strictly forbidden without prior written consent from Canid Treats LLC. Failure to preserve the confidentiality of Canid Treats LLC in its wholesale pricing, flavors or ingredient listing will result in the immediate and permanent termination of wholesale status of the Retailer.

All flavors and recipes are property and copyright of Canid Treats LLC and are confidential. At no time now or in the future can a Retailer attempt to recreate and/or produce any Canid Treats LLC recipes with similar ingredients or by a similar name. Canid Treats LLC reserves the right to seek compensation for any loss or damages that would result from any breach of confidentiality.