

AUTHORIZED RESELLER AGREEMENT

CONTRACT BETWEEN TEXAS PET COMPANY AND RETAILER

Authorized Reseller Status is provided by Texas Pet Company to “Retailer” based solely on Retailer’s compliance with Texas Pet Company’s Terms and Conditions. By purchasing Texas Pet Company products for resale, Retailer consents to entering into a contract with Texas Pet Company that is governed by these Reseller Agreement Terms and Conditions.

Texas Pet Company’s standard invoice terms and conditions shall apply to all product purchases. Nothing contained in any purchase order or other correspondence between Texas Pet Company and Retailer will modify or add to these terms and conditions. We reserve the right to modify these terms and conditions at any time.

Any Retailer failing to comply with this Resale Policy will face immediate termination of its account, revocation of its Authorized Reseller status, and/or further legal action. Violations of this Resale Policy or other Texas Pet Company’s policies may be reported to the Texas Pet Company corporate headquarters at Texas Pet Company:

ATTN: Texas Pet Company Compliance
8452 Fredericksburg Rd #128
San Antonio, TX 78229

This version of the Resale Policy is effective as of July 15th, 2021 and supersedes all prior versions.

SECTION A - TERMS AND CONDITIONS OF AUTHORIZED RESELLER STATUS ON ONLINE MARKETPLACES

1. Subject to the Restrictions in this Agreement, Retailer shall have a non-exclusive right to sell the Products via the Authorized Sales Channels stipulated below.
2. “Authorized Sales Channels” shall include: (i) Retailer’s own physical store locations; (ii) Retailer’s temporary storefronts at events and tradeshows; (iii) catalog and (iv) Retailer’s proprietary website(s).
3. Retailer SHALL NOT promote, market, advertise, offer to sell, or sell any Texas Pet Company product on or through any online marketplace or auctions service including, but not limited to Amazon.com (.ca, .uk, .de, .fr, .it, .es), Ebay.com, Walmart.com, Jet.com, Buy.com, Craigslist.com, Newegg.com, Overstock.com, Rakuten.com, and Sears.com, Wish.com, Target.com, Etsy.com.
4. Reselling Texas Pet Company products on a website(s) that attempts to use Texas Pet Company trademark in whole or in part as the website domain is prohibited.
5. Reselling Texas Pet Company products on a website(s) that contains only Texas Pet Company branded products is prohibited.
6. All products must be advertised for sale at the Minimum Advertised Price (MAP) or higher.



7. Texas Pet Company reserves the right to terminate, at its discretion, existing business relationships or refuse to sell to Retailers who misrepresent information on the new account form.
8. If required, Texas Pet Company can terminate the account without any possibility of reinstatement and require that all company inventory in Retailer's possession be returned within 7 business days following account termination.
9. Texas Pet Company reserves the right to pursue legal action against any individual or entity found guilty of violating the terms of the Retailer reseller agreement.
10. **IMPORTANT NOTE:** Texas Pet Company supports authorized sales of its products except on Online Marketplaces and Restricted Websites as noted above. Texas Pet Company actively participates in the Amazon.com's Brand Registry Program and similar programs to prevent the advertising and sale of unauthorized, unlicensed, infringing, and/or counterfeit merchandise. Any unauthorized sales of Texas Pet Company products on Amazon, eBay or other sites will be removed as they are discovered. Ads from online sellers offering any auctions or advertising sales will also be regularly removed or taken down.

SECTION B - PRODUCT QUALITY AND CUSTOMER CARE

1. **Product Storage and Handling**

Retailers shall exercise due care in storing and handling the Products and shall store the Products in accordance with any directions on Product labels or other storage guidelines specified by Texas Pet Company from time to time.

2. **Product Inspection**

Promptly upon receipt of the Products, Retailer shall inspect the Products for damage, defect, evidence of tampering, or other non-conformance (a "Defect"). If any Defect is identified, Retailer must not offer the Product for sale and must promptly report the Defect to Texas Pet Company at info@texaspetcompany.com.

3. **Product Packaging and Display**

Retailer shall sell Products in their original packaging. Relabeling, repackaging (including the separation of bundled Products or the bundling of Products), and other alterations to Products or their packaging are not permitted. Tampering with, defacing, or otherwise altering any serial number, UPC code, batch or lot code, or other identifying information on Products or their packaging is prohibited. Retailer may not remove, translate, or modify the contents of any label or literature on or accompanying the Products. Retailer shall not advertise, market, display, or demonstrate non-Texas Pet Company products together with the Products in a manner that would create the impression that the non-Texas Pet Company products are made by, endorsed by, or associated with Texas Pet Company.

4. **Intellectual Property**

Retailer is granted a limited, non-exclusive, non-transferable, revocable license to use the Texas Pet Company brands, names, logos, trademarks, service marks, trade dress, copyrights, and other intellectual property associated with the Products (the "Texas Pet Company IP") solely for the purposes of marketing and selling the Products as set forth herein. This license will cease upon termination of Retailer's status as a Retailer. Texas Pet Company reserves the right to review and approve, in its sole discretion, Retailer's use or intended use of the Texas Pet Company IP at any



time, without limitation. Retailer acknowledges that it owns no right, title, or interest in any of the Texas Pet Company IP except as granted herein.

5. Liquidated Damages

- Retailer agrees that any breach by Retailer of the Terms and Conditions set forth in this agreement will injure Texas Pet Company and its reputation and relationship with its other Retailers to an extent that will be difficult, if not impossible, to quantify.
- In view of the difficulty to quantify the damage to Texas Pet Company should Retailer breach any provisions of the terms and conditions of sale, Retailer agrees that Texas Pet Company shall be entitled to liquidated damages equal to Retailer's gross profits earned from the sale of Texas Pet Company products using selling practices that are in violation of the terms of this agreement.
- Retailer and Texas Pet Company agree that the Liquidated Damages set forth in this section are in addition to any and all other remedies for breach of contract to which Texas Pet Company may be entitled under the applicable laws.

SECTION C - MINIMUM ADVERTISED PRICING (MAP) POLICY

Texas Pet Company actively supports the advertising and promotion of its products by its retailers and distributors through materials provided by Texas Pet Company at no or nominal cost. Given Texas Pet Company's strong reputation for providing consumers with high value products and to further enhance Texas Pet Company's image and competitiveness in the marketplace, Texas Pet Company has instituted a MAP policy for all its products. The MAP policy will apply to all U.S., Canadian, and European retailers and distributors.

1. The MAP for all Texas Pet Company products shall be listed in the current Wholesale Price Listing.
2. The MAP may be revised by Texas Pet Company at its sole discretion by providing no less than 7 days advance written notice communicating the changes in writing to all of its retailers and distributors without exception.
3. The MAP policy applies to all advertising of Texas Pet Company products in any and all media including, but not limited to, catalogs, flyers, posters, coupons, brochures, mailers, inserts, newspapers, websites, magazines, online, television, and radio.
4. The inclusion in advertising of "free" or "discounted" products with a product covered by the MAP policy would be considered a violation of the policy if it has the effect of discounting the advertised price below what is required by the MAP policy.
5. Free shipping and/or handling, 0% sales tax, or free financing promotions do not violate the MAP Policy.
6. Pricing listed on any Internet site, regardless of whether it is an e-commerce site or not, is considered "advertised price" and must adhere to the MAP policy.
7. Price matching policies are acceptable. Price matching cannot be used as a valid reason for violations of Texas Pet Company MAP policy. Advertised price must always be at MAP or higher.
8. MAP applies only to advertised prices and does not apply to the price at which the products are offered for sale or sold to individual consumers via personal communication channels like email or over the phone.



9. Texas Pet Company's MAP policy does not establish maximum advertised prices therefore resellers of Texas Pet Company products may sell any of its products at any price in excess of the MAP established for those products.
10. Texas Pet Company may, at its sole discretion, discontinue products or engage in promotions with respect to certain products. In these cases, Texas Pet Company reserves the right to modify or suspend the MAP policy with respect to the affected products by notifying all Retailers and distributors of such change.
11. Neither Texas Pet Company sales personnel or any other unauthorized employees has the authority to modify or grant exceptions to the MAP policy. Please direct all questions or comments regarding the MAP policy in writing to the policy administrator at:

ATTN: Texas Pet Company Compliance
8452 Fredericksburg Rd #128
San Antonio, TX 78229

12. Texas Pet Company reserves the right to modify, suspend, or discontinue the MAP policy, in whole or in part, at its sole discretion and to communicate these changes to all its resellers in writing either by posting it on its website or via email.

SECTION D: FAILURE TO COMPLY WITH MAP POLICY

1. In the event a Retailer or distributor is found guilty of violating the MAP policy, Texas Pet Company reserves the right to terminate the Retailership or distributorship arrangement with no notice and require Retailer to return all Texas Pet Company products in its possession immediately. Texas Pet Company will not entertain business relationships with individuals and entities whose actions compromise the perceived value of Texas Pet Company and its products.
2. Texas Pet Company reserves the right to monitor the advertised price of its resellers either directly or via the use of monitoring services provided by third-party agencies. The policy administrator shall be solely responsible for determining whether a violation of the MAP policy has occurred, communicating decisions regarding sanctions when the policy is violated to resellers, and reviewing any communication received from the reseller regarding action taken in response to the violation.

SECTION E: AUTHORIZED RETAILER WARRANTY AND LIMITATIONS

1. At Texas Pet Company, we are committed to the highest level of materials and workmanship. When purchased from an authorized Retailer, all our products are 100% guaranteed against manufacturing and material defects. This Guarantee and subsequent warranty will be extended only to the original end-use purchaser and shall not be extended or transferred to any other person or transferee. All Texas Pet Company products purchased from an authorized Retailer are guaranteed for a period of two years from the date of purchase. Items will be replaced at the discretion of Texas Pet Company. If a replacement product is unavailable or discontinued, a comparable product will be substituted.



2. This warranty does not cover defects or damage arising from improper use or maintenance, accident or external causes. Unauthorized use of your product voids this warranty.
3. When Texas Pet Company has deemed it necessary to provide a replacement, Texas Pet Company will cover return shipping to all addresses within the United States and Canada. For international orders, customers will be responsible for all shipping charges. All products covered under warranty will be replaced free of charge.

