These Terms and Conditions of Sale on Goods & Services (these “Terms”) apply to the sale of goods (the “Products”) and/or services (the “Services”) by BrightPet Nutrition Group, LLC (the “Supplier”), to the Buyer. Except as otherwise provided in the applicable Quotation, any of the terms and conditions included in BrightPet Foods, Inc., Sergeant Pet Nutrition, LLC, or L. B. Heidrick, Inc., or any of their affiliates selling entity is hereinafter referred to as “Supplier” and the buyer is hereinafter referred to as “Buyer”. These Terms are the only terms and conditions applicable to the sale or other provision of Supplier goods and services to Buyer except those that relate to prices, quantities, and delivery schedules, and any other terms included in Supplier’s quotation (the “Quotation”), which terms control in the event of any conflict with these Terms, unless otherwise agreed upon by Supplier in a signed writing. Except as expressly contemplated in these Terms, Supplier reserves the right to refuse any order, referenced in, or acceptance of any Quotation, submitted by Buyer in excess of the quantity ordered, or acceptance of a Quotation, submission of a purchase order, or acceptance of delivery of goods and/or services, each constitute its acceptance of These Terms.

1. PRICES AND DELIVERY

Prices quoted are exclusive of, and Buyer will pay, shipping and related fees, foreign, federal, state, local excise, sales, use, personal property and any other taxes or duties, except only taxes based on Supplier’s income. Proof of delivery, invoice or other evidence of applicable exemptions to such taxes or duties must be provided to Supplier prior to invoicing or such taxes or duties will be charged to Buyer; provided, however, if Supplier does not collect such items from Buyer and is later requested or required to pay such tax or duty, Supplier shall promptly make payment to Supplier or directly to such taxing authority if requested by Supplier.

Supplier does not represent that its prices are equal to or lower than those charged to other customers or comparable to prices offered by a third party.

The parties agree that the pricing in the Quotation properly reflects any and all discounts (including without limitation the value of any discounts, rebates, or other price concessions) and such discounts are intended to reflect discounts or other reductions in price within the meaning of the discount exception to the Federal Anti-Kickback Statute 42 U.S.C. Section 1320a-7b (b) (3) (A). Buyer will properly report and appropriately reflect such discounted prices on cost reports or claims submitted to any state or federal program that provides reimbursement to Buyer for the discounted goods and/or services. Buyer authorizes and agrees that any other price documentation and make them available to federal and state officials upon request.

Shipment will be made in accordance with the delivery schedule outlined in the applicable (i) Quotation or (ii) purchase order expressly accepted by Supplier (a “Purchase Order”). Unless otherwise provided in the applicable Quotation, (i) Buyer shall be responsible for all transportation charges to and from Supplier’s facilities and payment of all costs related thereto and (ii) terms shall be FOB Supplier’s dock, unless expressly stated otherwise in the applicable Quotation.

Products to be returned, if any, are subject to Supplier’s ability to obtain export licenses and other necessary papers within a reasonable time. Buyer will furnish all consular and customs declarations and will accept and bear all responsibility for penalties resulting from errors or omissions therefrom. Except as otherwise expressly stated in the applicable Quotation, Buyer shall be at Supplier’s expense and risk of loss in transit until delivery and Buyer will pay all shipping, insurance and delivery charges. Buyer shall be responsible for the safe return of all packaging and labeling of the Products, including by purchasing (or entering into a purchase agreement) replacement packaging and labeling, and any import and/or export duties and shipping costs. Products returned to Supplier will be held at Buyer’s sole risk.

2. ORDERS

Buyer shall not return or exchange shipped Products without Supplier’s express prior written permission (which may be withheld in Supplier’s sole discretion). Products returned to Supplier without Supplier’s permission shall be returned to Buyer at Buyer’s sole cost and expense. Products returned with Supplier’s permission may be subject to a restocking fee.

Buyer may not cancel an order or any part thereof and shall be liable for a fee equal to 100% of the contract or Purchase Order value plus any cancellation charge incurred by Supplier and any expenses or fees incidental to such cancellation, including the cost of any raw or production materials purchased in furtherance of such order.

To the extent (i) Buyer requests or requires that Supplier initiate or prepare for production of the Products or performance of the Services (whether or not pursuant to an order, a Quotation or forecasts) or (ii) Supplier informs Buyer that it is initiating or preparing for production of the Products or performance of the Services based on Buyer forecasts or other information provided by Buyer (and Buyer does not instruct Supplier to defer initiation or preparations for production within 5 days of being so informed), including by purchasing (or entering into a commitment to purchase) any raw materials, Buyer shall be responsible for all costs incurred by Supplier in connection with, or incidental to, fulfilling such requirement or requests (including the costs of purchasing either or not such Products or Services are ultimately required by Buyer, regardless of the absence of a purchase order for such Products, Services or raw materials.

Buyer shall inspect the Products promptly following taking possession thereof and inform Supplier of any defect. Buyer’s inspection of the Products shall not relieve Buyer of its obligation to inspect and ensure that all applicable specifications agreed to by Buyer and Supplier or the warranties applicable thereto. If any of the Products fail to comply in any material respects with any applicable specifications or warranties, Buyer may reject such Products by providing prompt written notice of such rejection to Supplier (in any event within two (2) business days following such inspection) and Supplier shall replace such non-compliant Products at its expense.

3. EXCUSABLE DELAYS

Supplier shall not be liable for any loss, damage, cost or expense resulting from delays arising out of causes beyond its control and without its fault or negligence, including Force Majeure Events, acts of the government, fires, floods, strikes, freight embargoes, delays in transportation, difficulties in obtaining labor, materials, manufacturing facilities or transportation, and unusually severe weather, nor shall such delay affect the remainder of any order. Upon such Force Majeure Event, the time for performance shall be suspended for the duration of the Force Majeure Event. If the Force Majeure Event materially impairs Supplier’s ability to meet its obligations at the agreed upon price, Supplier may reasonably increase its purchase price upon written notice to Buyer.

4. PAYMENT

Except as otherwise set forth in an applicable Quotation, amounts due in respect of the Products and Services will be due within thirty (30) days of the date on which amount is due, unless earlier of (i) Buyer’s receipt of an invoice for such Products or Services and (ii) Buyer’s acceptance of such Products or Supplier’s performance of such Services, as applicable. In the event Buyer’s payments are not made when due under the terms of the Quotation, Supplier may charge interest at a rate specified on the Quotation for the period commencing on the due date until the same are paid in full, or the highest interest rate permitted by applicable law, whichever is lower. If the Buyer does not pay the full amount due on the invoice, Buyer agrees to pay all collections costs, including the actual and reasonable out-of-pocket expenses incurred in connection with the collection of the款项, including, without limitation, third-party attorneys’ and collections fees.

Until Buyer has paid the entire purchase price, Buyer grants and covenants to Supplier and its assigns, a purchase money security interest in the Products. Upon written request by Supplier, Buyer will execute any document necessary for Supplier to perfect the security interest, and Buyer authorizes Supplier to file this document and any appropriate financing statement for purposes of such perfection.