

## GENERAL TERMS AND CONDITIONS

- 1. Definitions.** The term “**Seller**” as used herein shall mean SFD Opco, LLC d/b/a Petsource by Scoular, a Delaware limited liability company. The term “**Buyer**” as used herein shall mean a customer who has received these GENERAL TERMS AND CONDITIONS (the “**Terms and Conditions**”) and a sales order confirmation (the “**Sales Order**”) from Seller. The term “**Agreement**” shall include the following, as amended from time-to-time: (i) the Sales Order; (ii) these Terms and Conditions; and (iii) any attachment or schedule referenced in and attached to the Sales Order. Any terms in any purchase order from Buyer, irrespective of their materiality, which are either different from or additional to the Agreement, are excluded unless Seller expressly agrees in writing to such terms. All capitalized terms not defined in these Terms and Conditions shall have the respective meanings assigned to such terms in the Sales Order, or if not defined therein, as ascribed to them under the Uniform Commercial Code as in effect in the State of Nebraska.
- 2. Purchase and Sale.** Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, certain products from time to time as specified in a Sales Order. This Agreement shall constitute a contract by Buyer for the purchase of the products specified on the face of each applicable Sales Order (“**Products**”). Every purchase of Products by Buyer from Seller shall require a Sales Order.
- 3. Acceptance.** Buyer’s acceptance of this Agreement shall occur, and this Agreement shall become binding on the parties, upon Seller delivering the Sales Order to Buyer. If Buyer does not reject a Sales Order in writing within two (2) days of its receipt of the same, the Sales Order shall become binding on Buyer.
- 4. Delivery.** Seller shall deliver the Products in the quantities and on the date(s) specified in the Sales Order (the “**Delivery Date**”). The delivery location for all Products purchased by Buyer shall be as designated in the Sales Order (the “**Delivery Location**”).
- 5. Prices.** Prices for the Products shall be as stated in the Sales Order. The prices stated shall include all packaging, transportation costs to the Delivery Location, insurance, fees, taxes, levies and the costs incurred in the manufacture and packaging of the Products.
- 6. Terms of Payment.** Terms of payment are net 30 days based on the applicable periodic billing date, unless specifically stated otherwise in the Sales Order.
- 7. Risk of Loss.** Title of the Products shall pass from Seller to Buyer at the Delivery Location identified on the face of the Sales Order. Risk of loss for the Products shall pass at the time the Products are delivered to Buyer at the designated Delivery Location.
- 8. Default.** Should Buyer become insolvent or bankrupt, or breach a material provision of this Agreement, and thereafter fail to remedy (or in the case of insolvency or bankruptcy, commence proceedings in good faith to remedy) such breach within ten (10) days after written demand by Seller, Seller may cancel this Agreement. In addition, Seller shall be entitled to receive such other remedies as may be available to it under this Agreement or applicable law.
- 9. Cancellation for Convenience.** Seller reserves the right to cancel this Agreement at any time upon written notice to Buyer. Should this Agreement be so cancelled by Seller, Seller shall be responsible for paying Buyer, as Buyer’s exclusive remedy, that portion of the price already paid relating to Products not already delivered to Buyer, less amounts owed by Buyer to Seller hereunder.

- 10. Indemnification.** Buyer shall defend, indemnify and hold harmless Seller, and Seller's affiliates, successors or assigns, directors, officers, shareholders and employees (collectively, "**Indemnitees**") against any and all loss, injury, death, damage, liability, claim, deficiency, action, judgment, interest, award, penalty, fine, cost or expense, including reasonable attorney and professional fees and costs, and the cost of enforcing any right to indemnification hereunder and the cost of pursuing any insurance providers (collectively, "**Losses**") arising out of or occurring in connection with: (i) Buyer's use of the Products or incorporation of the Products in any item produced or manufactured by or for the benefit of Buyer; (ii) any claim resulting from Seller's manufacture of Products to specifications provided by Buyer; and/or (iii) Buyer's negligence, willful misconduct or breach of this Agreement. Buyer shall not enter into any settlement without Seller's or Indemnitee's prior written consent.
- 11. Insurance Requirements.** Buyer shall maintain product recall or contaminated products insurance of not less than one million dollars (\$1,000,000.00) per occurrence, including coverage for third-party recall liability. Buyer shall provide Seller with a Certificate of Insurance for general commercial liability coverage and product recall coverage listing Seller as an additional insured which shall provide that Seller will be given at least thirty (30) days' prior written notice of any cancellation or reduction in coverage. All insurance shall be issued by reputable insurers reasonably acceptable to Seller. Should Buyer fail to adhere to the requirements of this Section, Seller may order any such insurance and charge the cost thereof to Buyer, which amount shall be due and payable by Buyer upon demand. The indemnity and insurance obligations of Buyer shall remain in effect for so long as Buyer is purchasing any Products and, thereafter, for a period equal to any applicable statute of limitations.
- 12. Trademarks and Confidential and Proprietary Information.** Buyer agrees and acknowledges that Seller is the exclusive owner of all trademarks and trade names relating to the Products sold by Seller. Buyer shall acquire no proprietary or other rights with respect to any such trademarks or trade names. All non-public, confidential or proprietary information of Seller, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the Sales Order is confidential, solely for the use of performing the Sales Order and may not be disclosed or copied unless authorized by Seller in writing. Upon Seller's request, Buyer shall promptly return or destroy all documents and other materials received from Seller.
- 13. Limitation of Liability.** Under no circumstances shall Seller be liable to Buyer for an indirect, incidental, consequential, special, punitive, or exemplary damages, and in any case, Seller's liability for any and all losses and damages sustained by Buyer and others, arising out of or by reason on this Agreement, shall not exceed the original purchase price of the Products upon which liability is founded.
- 14. Severability.** If any term or provision of this Agreement, or the application thereof to any person or circumstance, shall to any extent be found to be invalid, void, or unenforceable, the remaining provisions of this Agreement and any application thereof shall, nevertheless, continue in full force and effect without being impaired or invalidated in any way. If any portion or all of this Agreement is held to be void or unenforceable, the parties agree to negotiate in good faith to reach an equitable agreement which shall effect the intent of the parties as set forth herein.
- 15. Notices.** Whenever notice is to be served hereunder, service shall be given under this Agreement in writing to the address and contact information set forth in the Sales Order. Service shall be by (a) hand delivery, and deemed received upon delivery, (b) first class certified mail, return-receipt requested,

postage prepaid, and deemed received five (5) business days after being mailed, (c) a reputable overnight delivery service, postage or delivery charges prepaid, and deemed received three (3) business days after being sent, or (d) via facsimile and deemed received upon oral or e-mail confirmation. Any party may change its address for notice and the address to which copies must be sent by giving notice of the new address to the other party pursuant to this paragraph.

- 16. Governing Law.** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Nebraska, regardless of the laws that might be applied under applicable principles of conflicts of laws. The parties irrevocably submit to the exclusive jurisdiction of (a) the Courts of the State of Nebraska in Douglas County, and (b) if federal jurisdiction exists, to the District Court located in Douglas County for the purposes of any suit, action, or other proceeding arising out of this Agreement.
- 17. No Waiver.** No waiver of any term, provision or condition of this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be or be construed as a further or continuing waiver of any such term, provision or condition or as a waiver of any other term, provision or condition of this Agreement.
- 18. Amendment.** No modification or amendment of this Agreement shall be effective unless made in writing and signed by both parties.
- 19. Survival.** The provisions of this Agreement which by their nature are intended to survive the termination, cancellation, completion or expiration of the Agreement, including but not limited to any indemnity obligations hereunder, shall continue as valid and enforceable obligations of the parties notwithstanding any such termination, cancellation, completion or expiration.
- 20. Assignment.** This Agreement may not be assigned by Buyer without Seller's written consent. Buyer shall promptly notify Seller of any change in its ownership or certification information on file with Seller.
- 21. Headings.** Headings and titles of Sections, paragraphs and other subparts of this Agreement are for convenience of reference only and shall not be considered in interpreting the text of this Agreement.
- 22. Exclusive Benefit of Parties.** This Agreement and each and every provision hereof is for the exclusive benefit of Buyer and Seller, and their permitted assignees, and not for the benefit of any third party.
- 23. Complete Agreement.** This Agreement sets forth the full and complete understanding of the parties and supersedes any and all agreements and representations made or dated prior thereto. No terms or conditions in Buyer's forms or communications with Seller, including, without limitation, purchase orders, shall apply. Trade custom, trade usage and past performance are superseded by this Agreement.
- 24. Conflicts.** In the event of any conflict or inconsistency among the Sales Order, these Terms and Conditions and any schedule or attachment to the Sales Order, the conflict or inconsistency shall be resolved by giving precedence in the following in descending order: (a) provisions set forth on the face of the Sales Order; (b) these Terms and Conditions; and (c) the schedules and attachments to the Sales Order.