

# Vetnique Terms & Conditions

## 1. INTERPRETATION

a. The definitions and rules of interpretation set forth in this Section 1 shall apply to the Contract and all terms and conditions set forth herein:

- (i) **Buyer:** the person(s) or entity(ies) that has ordered or requested the Goods
- (ii) **Contract:** the agreement or agreements collectively between the Buyer and the Seller for the sale and purchase of the Goods, which shall include and incorporate these terms and conditions
- (iii) **Delivery Point:** the place where the delivery of Goods is to take place in accordance with these terms and conditions
- (iv) **Goods:** the goods, material or products, that have been manufactured, produced, or made available for supply, by the Seller
- (v) **Seller:** Vetnique Labs LLC.
- (vi) **T&Cs:** the terms and conditions set forth herein

b. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it

c. Words in the singular include the plural and in the plural include the singular

d. A reference to one gender includes a reference to the other gender

e. Headings included in these T&Cs shall not affect the interpretation hereof

## 2. QUOTATIONS AND ORDERS

a. All prices quoted are exclusive of all applicable taxes, including sales taxes, and all costs or charges in relation to packaging, loading, unloading, carriage and insurance (and all of which shall be payable by the Buyer).

b. The Contract shall be on the terms set forth in these T&Cs to the exclusion of, and Seller hereby rejects, all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).

c. No terms or conditions endorsed on, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document shall form any part of the Contract, and Seller's offer of or acceptance to any sale of Goods to the Buyer is conditioned on Buyer's assent to these T&Cs.

d. These T&Cs shall apply to all sales of Goods from Seller to Buyer and any variation to these T&Cs and any representations about the Goods shall have no effect unless expressly agreed in writing and signed by the Seller. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Seller which is not set out in the Contract.

e. Each order or acceptance of a quotation for Goods by the Buyer from the Seller shall be deemed to be an offer by the Buyer to buy Goods subject to these T&Cs.

f. The Buyer shall ensure that the terms of its order and any applicable specification are complete and accurate, and not in conflict with these T&Cs.

g. Any quotation is given on the basis that no Contract shall come into existence until the Seller delivers an acknowledgement of order to the Buyer or until (if sooner) the Seller delivers the Goods to the Buyer, whereupon these T&Cs shall automatically apply. Any quotation is valid for a period of 30 days only from its date, provided that the Seller has not previously withdrawn it.

h. All samples, drawings, descriptive matter, specifications and advertising issued by the Seller and any descriptions or illustrations contained in the Seller's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and this is not a sale by sample.

## 3. TERMS

a. Payments for each order shall be made in U.S. dollars, Net 30 days from the date an invoice for an applicable order is received by Buyer unless otherwise noted.

b. Time for payment shall be of the essence in the Contract.

c. No payment shall be deemed to have been received until the Seller has received cleared funds.

d. All payments payable to the Seller under the Contract shall become due immediately on its termination despite any other provision.

e. Where the Contract is agreed to run for a specific period the final consignment shall be delivered and invoiced within three months of the expiration of the Contract.

f. If the Buyer fails to make full payment in line with the terms listed in Section 3a, then the Seller reserves the right to charge interest at the rate equal to the lower of 8% per annum or the maximum rate permitted by applicable law, chargeable at a daily rate, for each calendar day the outstanding payment is late or withheld.

g. The Seller reserves the right to charge **\$29.00** for any payment returned by its bank, regardless of reason.

h. Unless otherwise agreed between the Seller and the Buyer, an invoice will be issued for each delivery of goods made. Supplementary and additional invoices may be issued from time to time at the Seller's discretion.

i. Where the Contract involves, and is made up of, more than one delivery of goods, and default is made in payment for any one invoice by the invoice due date, the Seller reserves the right to treat the Contract as being repudiated by the Buyer, and to claim damages accordingly.

j. The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

k. The Buyer acknowledges and agrees that the Seller may, and authorizes the Seller to, in its sole and absolute discretion, inquire about and obtain information and/or data, from any person, corporation, partnership, limited liability company, association, bureau, government agency or other entity, to be used for the purposes of financial risk assessment. It is acknowledged and agreed that this information and data, may, and can include personal, business and company financial, credit, and other information. This information and data will strictly be used, only by the Seller, for the purposes of assessment of financial risk, credit rating, and the setting of credit limits only, subject to applicable law.

l. The Seller may terminate the Contract by immediate notice to the Buyer in writing if any of the circumstances set out in condition 4(c) have arisen in respect of the Buyer, or if there has been, in the reasonable opinion of the Seller, a material deterioration in the financial condition or credit rating of the Buyer.

## 4. RISK AND TITLE OF GOODS

a. The Goods are at the risk of the Buyer from the time of delivery.

b. Ownership of the Goods shall not pass to the Buyer until the Seller has received in full (in cash or cleared funds) all sums due to it in respect of the Goods.

c. The Buyer's right to possession of the Goods shall terminate immediately if:

(i) the Buyer makes an assignment for the benefit of creditors;

(ii) the Buyer files a voluntary petition of bankruptcy;

(iii) the Buyer is adjudged bankrupt or insolvent or there is entered against the Buyer an order for relief in any bankruptcy or insolvency proceeding;

(iv) the Buyer files a petition seeking for the Buyer any reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation;

(v) the Buyer seeks, consents to, or acquiesces in the appointment of a trustee for, receiver for, or liquidation of the Buyer or of all or any substantial part of the Buyer's properties;

(vi) the Buyer files an answer or other pleading admitting or failing to contest the material allegations of a petition filed against the Buyer in any proceeding described in clauses (i) through (v) above;

(vii) any proceeding against the Buyer seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution, or similar relief under any statute, law, or regulation, continues for ninety (90) days after the commencement thereof, or the appointment of a trustee, receiver, or liquidator for the Buyer or all or any substantial part of the Buyer's properties without the Buyer's agreement or acquiescence, which appointment is not vacated or stayed for ninety (90) days or, if the appointment is stayed, for ninety (90) days after the expiration of the stay during which period the appointment is not vacated;

(viii) the dissolution, liquidation or winding up of Buyer;

(ix) Buyer's breach or failure to observe or perform any provision or obligation of the Contract or any other agreement between Buyer and Seller; or

(x) Buyer's agreement to, or Buyer permits to exist, any lien, security interests, or encumbrance on any of the Goods other than in favor of Seller.

As used in these T&Cs, the term "bankruptcy" includes any case, chapter or proceeding under any chapter or section of Title 11 of the United States Code and any similar or replacement statute.

d. The Seller shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Seller.

e. The Buyer grants the Seller, its agents and employees an irrevocable license at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.

f. Where the Seller is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by the Seller to the Buyer in the order in which they were invoiced to the Buyer.

g. On termination of the Contract, howsoever caused, the Seller's (but not the Buyer's) rights contained in this Section 4 shall remain in effect.

## 5. DELIVERY

a. If a Buyer cancels an order (and hence a delivery) less than 48 hours before the delivery date, the Buyer will be responsible for any cancellation charge levied on the Seller by the shipper or transportation carrier.

b. Any dates specified by the Seller for delivery of the Goods are intended to be an estimate and time for delivery shall not be made of the essence by notice. If no dates are so specified, delivery shall be within a reasonable time.

c. Each delivery of goods shall constitute part completion of the Contract. Any failure or defect in any one delivery shall not invalidate the completion of the Contract for any remaining deliveries.

d. Subject to the other provisions of these conditions the Seller shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Seller's negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 180 days.

e. Where Goods are not accepted on delivery, the Seller reserves the right to charge the Buyer for any charges incurred for the return(s) of the said Goods, unless it has been previously agreed between the Seller and the Buyer.

f. Unless otherwise specified by the Seller, delivery of the Goods shall take place at the Buyer's place of business. Should the Seller agree to the Buyer collecting Goods from the Seller's premises, the Buyer or their agents will comply with any health, safety, and other requirements specified by the Seller while on the Seller's premises.

g. The Buyer shall provide at the Delivery Point and at its expense adequate and appropriate equipment and manual labor for loading the Goods.

h. The quantity of any consignment of Goods as recorded by the Seller on dispatch from the Seller's place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.

i. The Seller shall not be liable for any non-delivery of Goods (even if caused by the Seller's negligence) unless the Buyer gives written notice to the Seller of the non-delivery within 30 days of the date when the Goods would in the ordinary course of events have been received.

e. Any liability of the Seller for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice issued for such Goods.

## 6. CLAIMS and RETURNS

All claims or requests for returns will only be effective against the Seller if given and supported in writing and with photographic evidence by Buyer within fourteen (14) days from the date the Goods were delivered. Any claims or requests for return received outside the time limits of this clause will

only be considered strictly at the discretion of the Seller. Claims or complaints that may involve the return of the Goods will not be accepted by the Seller, unless the Seller has first had the opportunity of examining the Goods before being returned.

## 7. COST VARIATION

The Contract price is subject to revision, at the Seller's discretion, in the event of any increase or decrease in costs outside the Seller's control, that are incurred between the date of confirmation of order and the date of delivery to the Buyer.

## 8. BUYER'S PROPERTY

Buyer's property, when supplied, will be held by the Seller at the Buyer's own risk. Responsibility will not be accepted by the Seller for imperfect work caused by defects in unsuitable materials supplied by the Buyer.

## 9. FORCE MAJEURE

The Seller reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Seller including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, 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, provided that, if the event in question continues for a continuous period in excess of 30 days, the Buyer shall be entitled to give notice in writing to the Seller to terminate the Contract.

## 10. LIMITATION OF SELLER'S LIABILITY

a. The following provisions set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of the Contract, including:

(i) any breach of these T&Cs, including any intentional breach of these conditions by a party, or its employees, agents or subcontractors;

(ii) any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and

(iii) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

b. EXCEPT AS EXPRESSLY SET FORTH IN THE CONTRACT, THE GOODS ARE FURNISHED ON AN "AS IS" BASIS AND SELLER MAKES NO REPRESENTATION OR WARRANTY OF ANY NATURE OR KIND AS TO THE GOODS. THE SELLER HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARISING BY OPERATION OF LAW, COURSE OF DEALING, CUSTOM OF TRADE OR OTHERWISE REGARDLESS OF SELLER HAVING BEEN ADVISED OF THE SAME. SELLER'S SOLE OBLIGATION AND LIABILITY IN RESPECT OF ANY WARRANTY AND OF ANY OTHER CLAIM IN RESPECT OF THE GOODS, WHETHER ASSERTED AS A CONTRACT, TORT, STRICT LIABILITY, FAILURE TO WARN OR ANY OTHER TYPE OF CLAIM, SHALL BE, AT ITS OPTION, TO REPAIR OR REPLACE THE RELEVANT GOODS AT ITS COST. SELLER SHALL NOT BE LIABLE TO THE BUYER UNDER ANY CIRCUMSTANCES FOR SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOSS OF SALES OR LOSS OF PROFITS, WHETHER ASSERTED AS A CONTRACT, TORT, STRICT LIABILITY OR OTHER CLAIM AND REGARDLESS OF SELLER HAVING BEEN ADVISED OF THE POSSIBILITY OF THE SAME.

## 11. LEGAL

a. Each right or remedy of the Seller under the Contract is without prejudice to any other right or remedy of the Seller whether under the Contract or not.

b. If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

c. Failure or delay by the Seller in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

d. Any waiver by the Seller of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract

e. The Contract shall be governed, construed, and interpreted according to the laws of the State of Illinois, without regard to its conflict of laws provisions, and the Uniform Commercial Code as adopted by the Commonwealth of Virginia. All disputes arising out of the Contract, and the sale of Goods thereunder, shall be brought and heard only in the appropriate state or federal district courts located in Cook County, Illinois. Both Buyer and Seller hereby consent to the exercise of personal jurisdiction by any such court with respect to any such proceeding. If any action at law or in equity is necessary to enforce or interpret the terms of the Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

f. The Contract is made by and solely for the benefit of the Seller and the Buyer and their successors and permitted assigns. No other party shall have any right, interest or claim under the Contract or shall be entitled to any benefits under or on account of the Contract as a third party beneficiary or otherwise.

g. Neither the Contract, nor any terms or conditions thereof, may be assigned by the Buyer without the prior written consent of the Seller, which may be granted or withheld in the Seller's sole discretion.

## 12. CONDITIONS

The Seller reserves the right, from time to time, to amend these T&Cs.

## 13. SALES RESTRICTIONS

**Buyer agrees not to sell Vetnique products on any third party website without the written consent of Vetnique. Buyer agrees to only sell Vetnique products through publicly accessible e-commerce platforms owned or operated by Buyer. Selling on or through third party marketplace sites ([Amazon.com](https://www.amazon.com), Walmart.com, eBay.com, Alibaba.com, Mercadolibre.com etc.) drop-ship accounts (Buy.com, Newegg.com, Overstock.com, Groupon.com, etc.), classified sites (Craigslist.com, Facebook Marketplace, etc.), or direct messages on social media or online forums is strictly prohibited unless expressly approved in writing by Vetnique. This restriction applies to all parties involved in the sale of Vetnique products and it is the Buyers responsibility to ensure their customers are aware.**

**The below signed have read and agree to the terms and conditions listed herein:**

---

Signature of authorized personnel

Date