

GENERAL TERMS AND CONDITIONS OF SALE

1. **Parties.** Mountain Meadows Pet Products, Inc. (the “**Seller**”) produces pet food products (the “**Goods**”) at its facility at 300 Commercial Avenue, Lewistown, Montana 59457 (that facility, the “**Delivery Point**”) and then sells the Goods to buyers (each, a “**Buyer**”).

2. **Applicability.** These general terms and conditions of sale (the “**Terms**”) and the Seller’s accompanying quotation, confirmation of sale, invoice or other similar document (any such items, a “**Sales Confirmation**”; these Terms and the Sales Confirmation, together, the “**Agreement**”) constitute the entire agreement between the parties and supersede all other agreements, whether written or oral. The Agreement governs the sale and purchase of the Goods, and the Seller objects to and rejects all additional, conflicting, or inconsistent terms or conditions in the Buyer’s terms and conditions of purchase, purchase order or other similar document (any such items, the “**Buyer Terms**”). The Buyer Terms will have no effect and are not part of the contract between the parties for the sale and purchase of the Goods. Neither the Seller’s failure to object to the Buyer Terms nor the Seller’s fulfillment of the Buyer’s order is (1) a waiver or modification of these Terms or the Sales Confirmation, or (2) an acceptance of the Buyer Terms.

3. **Delivery.** The Seller shall deliver the Goods to the Buyer within a reasonable time after the Seller receives the Buyer’s purchase order, subject to the availability of finished Goods. The Seller is not liable for any delays, loss, or damage in transit. Unless the parties agree otherwise, the Seller shall deliver the Goods to the Delivery Point using the Seller’s standard methods for packaging and shipping such Goods. The Buyer (1) shall take delivery of the Goods within three days after the Seller notifies the Buyer that the Seller delivered the Goods to the Delivery Point (that notice, a “**Delivery Notice**”), and (2) is responsible for all loading costs and shall provide equipment and labor reasonably suited for its receipt of the Goods at the Delivery Point. The Seller may, without liability or penalty, make partial deliveries of the Goods to the Buyer, in which case each delivery will constitute a separate sale, and the Buyer shall pay for the units delivered whether such delivery is in whole or partial fulfillment of the Buyer’s purchase order. If the Buyer fails to accept delivery of any of the Goods by the date fixed under the Delivery Notice or if the Seller cannot deliver the Goods at the Delivery Point on such date because the Buyer has not provided appropriate instructions, documents, licenses or authorizations (1) risk of loss to the Goods passes to the Buyer, (2) the Goods will be deemed to have been delivered to the Buyer, and (3) the Seller, at its option, may store the Goods until Buyer picks them up, in which case the Buyer is liable for all related costs and expenses (including, without limitation, storage, and insurance).

4. **Non-Delivery.** The quantity of any installment of Goods the Seller records on dispatch from Seller’s place of business is conclusive evidence of the quantity the Buyer received on delivery unless the Buyer provides conclusive evidence proving the contrary. The Seller is not liable for any non-delivery of Goods (even if caused by the Seller’s negligence) unless the Buyer notifies the Seller about the non-delivery within five days after the date when the Buyer would have received the Goods in the ordinary course of events. Any liability of the Seller for non-delivery of the Goods is limited to (1) replacing the Goods within a reasonable time, or (2) adjusting the invoice for such Goods to reflect the actual quantity delivered to the Buyer.

5. **Shipping.** The Seller shall make delivery of the Goods FOB origin. Title and risk of loss to the Goods pass to the Buyer upon delivery of the Goods at the Delivery Point. As collateral security for the payment of the purchase price of the Goods, the Buyer hereby grants to Seller a security interest in the Goods, all accessions thereto, replacements or modifications thereof, and all proceeds (including

insurance proceeds) of the foregoing. The security interest the Buyer is granting under this section is a purchase money security interest under the Montana Uniform Commercial Code.

6. **Quantity.** If the Seller delivers the Buyer a quantity of Goods of up to 15% more or less than the quantity stated in the Sales Confirmation, the Buyer (1) cannot object to or reject the Goods or any portion of the Goods because of the surplus or shortfall, and (2) shall pay the price for such Goods stated in the Sales Confirmation adjusted pro rata to reflect the surplus or shortfall.

7. **Inspection.** The Buyer shall inspect the Goods within five days of receipt (that five-day period, the "**Inspection Period**"). The Buyer will be deemed to have accepted the Goods unless it notifies the Seller about any Nonconforming Goods before the Inspection Period expires (that notice, an "**Inspection Notice**"). The Inspection Notice must have a reasonably detailed description about how the Goods are Nonconforming Goods. If the Buyer sends a timely Inspection Notice, the Buyer shall provide the Seller with additional evidence and documentation the Seller reasonably requests. "**Nonconforming Goods**" means only (1) the product shipped differs from the product identified in the Buyer's purchase order, or (2) the product's label or packaging incorrectly identifies its contents. If the Buyer sends a timely Inspection Notice, the Seller may (1) replace such Nonconforming Goods with conforming Goods, or (2) credit or refund the Buyer for the price of the Nonconforming Goods, together with any reasonable shipping and handling expenses incurred by the Buyer in connection therewith. The Buyer shall ship, at its expense and risk of loss, the Nonconforming Goods to the Delivery Point. If the Seller exercises its option to replace the Nonconforming Goods, the Seller shall deliver to the Buyer, at Buyer's expense and risk of loss, the replaced Goods at the Delivery Point. The remedies in this section are the Buyer's exclusive remedies for the delivery of Nonconforming Goods. Except as provided in this section, all sales of Goods to the Buyer are made on a one-way basis and the Buyer has no right to return Goods to the Seller the Buyer purchases under the Agreement. If this section conflicts with the section with the descriptive heading Termination, this section controls.

8. **Price.** The Buyer shall purchase the Goods from Seller at the price stated in the Sales Confirmation. The price of the Goods is exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind a governmental authority imposes on any amounts payable by the Buyer. The Buyer shall pay those amounts, but it is not responsible to pay for taxes on the Seller's income, revenues, gross receipts, personnel, or real or personal property or other assets.

9. **Payment.** Each time the Seller sells Goods to the Buyer, the Seller will issue an invoice to the Buyer for the Goods (each such invoice, an "**Invoice**"). The Buyer shall pay the Invoice within 30 days after the date of the Invoice by ACH electronic payment in US dollars. If an Invoice becomes delinquent (1) the Seller may suspend the delivery of any Goods to the Buyer until the Buyer pays, and (2) interest will accrue on the delinquent amount at 18% per annum or the maximum rate allowed by law, whichever is lower. The Buyer shall pay the entire Invoice and has no right of set-off due to any claim or dispute the Buyer may have with the Seller, whether relating to the Seller's breach, bankruptcy, or otherwise. The Buyer remains obligated to pay the entire Invoice amount to the Seller if the Buyer pays all or any part of an Invoice to any party other than the Seller due to (1) Buyer's mistake, negligence, error or omission, or (2) an email or text phishing scam or other fraudulent activity. If the Buyer's credit rating with any credit trade rating agency is downgrade or otherwise decreases, the Seller may modify the Buyer's payment terms, including requiring the Buyer to pay for some or all of the Goods upon delivering them to the Delivery Point.

10. **Warranties.** *The Seller makes no representations or warranties to the Buyer regarding the*

Goods (1) including any warranty of merchantability, fitness for a particular purpose or against infringement of intellectual property rights of a third party, and (2) whether express or implied by law, course of dealing, course of performance, usage of trade or otherwise.

11. **Limitation of Liability.** The Seller will not be liable to the Buyer or any others for any loss of use, revenue or profit, or for any consequential, indirect, incidental, special, exemplary or punitive damages, whether arising out of breach of contract, tort or otherwise, whether or not such damages were foreseeable and whether or not the Seller has been advised of the possibility of such damages, and notwithstanding the failure of any agreed to or other remedy of its essential purpose. In no event will the Seller's aggregate liability arising out of or relating to the Goods or the Agreement, whether arising out of or relating to breach of contract, tort or otherwise exceed the lesser of (1) two times the total of the amounts the Buyer pays the Seller for the Goods the Seller sells to the Buyer under the Agreement, or (2) \$10,000.

12. **Indemnification.** If the Seller makes a claim for indemnification against the Buyer as permitted under this section, then except to the extent intentionally caused by the Seller or due to the Seller's negligence, the Buyer shall indemnify and defend the Seller against any claims and corresponding attorney fees and costs the Seller suffers or occurs arising from the acts, omissions, negligence or intentional misconduct of the Seller.

13. **Trade Secrets.** The Seller owns all intellectual property rights pertaining to the Goods, the components and blend of the Goods, and the manner in which they are made. The matters in the immediately preceding sentence comprise the proprietary and confidential information of the Seller and are the Seller's trade secrets (those matters, together with any information derived therefrom, "**Proprietary Information**"). The Buyer shall not use, disclose, recreate, reverse engineer, modify, manipulate or otherwise conduct any research on the Proprietary Information. By entering the Agreement, the Seller does not grant the Buyer any express or implied licenses under the Seller's patents, copyrights, trade secrets, trademarks, or other intellectual property rights.

14. **Confidential Information.** All non-public, confidential or proprietary information of the Seller, including but not limited to the Proprietary Information, specifications, samples, designs, documents, data, business operations, customer lists, pricing, discounts, or rebates the Seller discloses to the 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 Agreement is confidential, solely for performing the Agreement and the Buyer may not disclose or copy it unless the Seller authorizes the Buyer to do so. Upon the Seller's request, the Buyer shall promptly return all documents and other materials received from the Seller. The Seller shall be entitled to injunctive relief for any violation of this section. This section does not apply to information that is (1) in the public domain, or (2) rightfully obtained by the Buyer on a non-confidential basis from a third party.

15. **Termination.** Besides any other remedies the Seller has under these Terms, the Seller may terminate the Agreement by notifying the Buyer if the Buyer (1) fails to pay any Invoice in full when due, (2) violates the Agreement, or (3) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors.

16. **Force Majeure.** If a Force Majeure Event prevents the Seller from complying with any one or more obligations under the Agreement, that inability to comply will not constitute breach. If the Seller

suffers a Force Majeure Event, the Seller shall notify the Buyer about the Force Majeure Event, its impact on performance, and how long the Seller expects it to last. Thereafter, the Seller shall update that information as reasonably necessary. If the Force Majeure Event the Seller suffers lasts longer than 45 days, either party may terminate the Agreement. “**Force Majeure Event**” means any event or circumstance, whether or not foreseeable, the Seller suffers that was not caused by the Seller, and any consequences of that event or circumstance.

17. **Attorney Fees.** In any adversarial proceedings between the parties arising out of the Agreement or the transactions it contemplates, the prevailing party may recover from the other party, besides any other relief awarded, all expenses that the prevailing party incurs, including legal fees and expenses.

18. **Notices.** For a notice or other communication under the Agreement to be valid (1) it must be in writing, (2) it must be delivered (i) by hand, (ii) a transportation organization with end-to-end tracking and all fees prepaid, or (iii) by registered or certified mail, return receipt requested and postage prepaid, and (3) the party sending it must address it using the information specified in this section or any other information the other party specifies in a notice made under this section. A party wishing to change that party’s address designated below shall do so by providing notice as provided in this section and upon providing valid notification of that change, later notices or other communications to that party must reflect changed address to be valid. The Buyer shall send notices or other communications to the Seller under the Agreement to 111 Commercial Avenue, Lewistown, Montana 59457. The Seller shall send notices or other communications to the Buyer under the Agreement to the Buyer’s address stated in the Sales Confirmation.

19. **Severability.** The parties intend (1) that if any provision of the Agreement is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded, and (2) that if an unenforceable provision is modified or disregarded under this section, then the rest of the Agreement will remain in effect as written.

20. **Modification.** No amendment of the Agreement will be effective unless it is in writing and signed by the parties.

21. **Waiver.** No waiver of satisfaction of a condition or failure to comply with an obligation under the Agreement will be effective unless it is in writing and signed by the party granting the waiver, and that waiver will not constitute a waiver of satisfaction of any other condition or failure to comply with any other obligation.

22. **Assignment.** The Seller may assign the Agreement and upon any such assignment, the Seller shall notify the Buyer. The Buyer may not assign the Agreement and any purported assignment in violation of this section is void.

23. **Relationship of Parties.** The Agreement does not create or establish any partnership, joint venture or similar relationship or arrangement between the parties. The Agreement confers no rights or remedies upon any nonparty.

24. **Governing Law; Jurisdiction.** Montana law governs the Agreement. Any legal suit, action, or proceeding arising out of or relating to the Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Montana in each case in the City of Lewistown and

County of Fergus, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding

25. **Survival.** The provisions of the Agreement with these descriptive headings survive termination: Invoices, Confidentiality, Trade Secrets and Indemnification.