

UPDATED 01/01/2010

TopDawgPetSupply.com provides its **Wholesale** services only to authorized Resellers and Supplier partners. These B2B Services include merchandise distribution, supply chain drop ship fulfillment, logistical outsourcing, inventory management, information resources, and e-commerce services. Our comprehensive Drop Ship Service is designed to serve the needs of our customers, from the manufacturer to the reseller. TopDawg Pet Supply reserves the right to change prices and/or cancel orders at any time.

TopDawgPetSupply.com strictly FORBIDS reseller websites from promoting TopDawgPetSupply.com merchandise if said website is also displaying pornographic, graphically violent, and/or other offensive material. Threats or profanity of any kind made to TopDawg or its representatives will not be tolerated. TopDawg retains full authority to cancel Reseller account status without prior notice, for any reason. Because of the sensitive nature of wholesale pricing levels, TopDawg prohibits disclosure of its price information by Reseller customers to all third parties. All customers pricing should be considered CONFIDENTIAL and treated as such.

Shipping and Returned Merchandise Policy

All products are shipped and returnable to:

TopDawg Shipping/Return Center

1776 N. Pine Island Rd. #118

Plantation, FL 33322

TopDawg offers a 30-Day money back guarantee on all products starting on the day the customer receives their order. TopDawg must receive the returned item(s) within the 30 day window (in good condition) in order for full credit to be applied for the returned item. All returns incur a 25% restocking fee.

Returns that arrive after 30-day window expires are subject to a 35% restocking fee.

Packages/Orders that are sent to undeliverable addresses and returned to TopDawg due to lack of shipping address details (i.e.: No Apartment number or building number) are subject to a 50% restock fee.

Packages/Orders that are **refused** by the customer and returned to TopDawg are subject to a 50% restocking fee and double shipping charge applied to the order before credit is applied back to the drop ship account holder.

TopDawg reserves the right to deny credit for returned items that are delivered to TopDawg damaged or unusable. All returns must be traceable via UPS, FedEx, USPS, or other common carrier to verify delivery.

Product Images License

Currently authorized TopDawg Resellers are given provisional rights to use any and/or all product photographs and images found at TopDawgPetSupply.com. However, under NO conditions may photos

and/or TopDawgPetSupply.com images be used except for the express purpose of promoting said merchandise for resale to customers. Product images may not, under any circumstances, be placed on personal websites and/or used outside internet-based sales (unless with prior written consent from TopDawg Pet Supply, Inc).

Communication with Manufacturer Organizations

TopDawg is an authorized wholesale distributor for the various manufacturer brands presented at the TopDawgPetSupply.com website. TopDawg highly discourages direct correspondence between Reseller customers and its manufacturer vendor organizations, as difficulties likely arise due to redundant communication within the supply chain. TopDawg reserves the right to terminate customer accounts should manufacturer communication persist by the customer. However, end consumers of merchandise are always welcome to contact manufacturers for additional product information, if desired.

Payment Terms

Visa, MasterCard, American Express, Discover and Paypal are acceptable payment methods for U.S. and Canadian Reseller Accounts only. For payments made via credit card, debit card and Paypal, TopDawg charges its customers immediately once an order is placed.

Order Cancellations

Order cancellations of any kind related to drop shipping services may not be canceled after 72 hours of placing an order. Orders that must be canceled after 72 hours of the original order placement date are subject to a 35% cancellation fee.

Effective 01-01-2010, all order cancellation requests made after 72 hours from the date and time order was placed will incur a 35% cancellation fee (based on order total). Exceptions to this policy will be determined by TopDawg Pet Supply on a case by case basis. 95% of all orders ship within 3-5 business days. If an order does not ship within 10 business days, no cancellation fee will occur.

Refunds

TopDawg promptly refunds all cancelled order transactions within 2 business days of the original Reseller cancellation request date. All available funds associated with a positive account balance will expire after 365 days of order inactivity, and may not be used toward future purchases.

Reseller Tax Identification

TopDawg requires each customer to furnish either a Federal Employer Identification Number (EIN), commonly known as a "Federal Tax ID", or the Social Security Number of a principle owner within their respective organization. In certain cases, TopDawg may seek additional tax permit information, such as Resale Certificates for Reseller customers based in Florida.

Trademark Information

TOPDAWG PET SUPPLY, Inc. and TOPDAWG LOGO trademarks and service marks and other TopDawg logos and product and service names are trademarks of TopDawg Pet Supply, Inc. Without prior permission from TopDawg, you agree not to display or use in any manner the TopDawg Marks.

Legal Venue

State of Florida, U.S.A. law (IP and other law) governs this entire agreement. This instrument shall represent the entire Agreement between the parties hereto; any other or prior understandings or

agreements being hereby canceled, having no further force and effect thereof. This agreement may not be assigned or transferred in any manner by either party without prior written notification.

Indemnity. TopDawg customer hereby agrees to defend, indemnify, and hold harmless TopDawg Pet Supply, Inc, its officers, directors, employees, and agents, for any loss or damages awarded by a court of competent jurisdiction resulting from any claim, action, or demand arising out of or related to account activity with TopDawg Pet Supply INC. Such claims shall include, without limitation, those based upon intellectual property trademark or service mark infringement, trade name infringement, dilution, tortuous interference with contract or prospective business advantage, unfair competition, defamation or injury to business reputation.