Hill's Pet Nutrition Sales, Inc. and Subsidiaries P.O. Box 148

Topeka, Kansas 66601-0148

PHONE: (800) 354-4557 • FAX: (800) 523-7054 EMAIL ADDRESS: New_Accounts_1@HillsPet.com

PET PURCHASE AGREEMENT AND CREDIT APPLICATION

| | New Account \square Update E | Existing Account \Box Tr | ansfer of Ownershi | p□ Account # | | | |
|--|--------------------------------|------------------------------|--------------------|--------------|----------------------------|--|--|
| Business Information | Corporation Name/DBA | | D | ate | Transfer of Ownership Date | | |
| | Billing Address | | | | | | |
| | Shipping Address | g Address Date Business Est. | | | | | |
| | Telephone | Fax | Eı | mail Address | | | |
| Is the product for resale? Yes \Bo \Bo \Bo Is the business inside or attached to another business? Yes \Bo \Bo Is your business located on home property? Yes \Bo No \Bo Is this a home delivery service? Yes \Bo No \Bo Should Hill's charge sales tax on your purchases? Yes \Bo No \Bo If no, a completed and signed state resale or exemption certificate is required to exempt your purchases. Business is Located: Inside City Limits \Bo Outside City Limits \Bo County Name: \Bo County Not-for-Profit Org. \Bo Other \Bo County Name: \Bo County Not-for-Profit Org. \Bo Other \Bo Other \Bo County Name: \Bo County Not-for-Profit Org. \Bo Other \Bo County Name: \Bo County Name | | | | | | | |
| Ordering Information | Purchasing Agent | Phone | Fax | Email | | | |
| | Accounts Payable Contact | Phone | Fax | Email | | | |

Terms and Conditions

- 1. Payment is due and payable in accordance with the payment terms displayed on each Hill's invoice. Standard payment terms N30 Days.
- 2. If credit is extended by Hill's, it is contingent upon prompt payment in accordance with the agreed upon payment terms and will be restricted by a credit limit determined solely by Hill's Credit Department. The approval of this credit application by Hill's does not imply its agreement to sell or continue to sell to Buyer. Open credit may be withdrawn at any time. All credit terms are subject to periodic review and modification by Hill's.
- 3. If payment is not received by the due date, a late charge will be added at a rate of 1.5% per month (up to 18% per year) or the maximum legal rate, whichever is less, to unpaid invoices from the due date thereof.
- 4. If Buyer is delinguent in payment of any amount owed to Hill's, then without limiting any other rights and remedies available to Hill's under the law, in equity, or under this Agreement, Hill's may suspend or cancel shipments or deliveries of products purchased by Buyer until the account is fully paid.
- 5. Should Hill's be required to file litigation or collection action to enforce the payment of Buyer's overdue account balance, all legal fees, court expenses, collection costs and other related expenses incurred by Hill's or its authorized agent in doing so will be paid by Buyer.
- 6. Returned checks are subject to return check fees, in addition to any other charge permitted under Kansas laws.
- 7. This Agreement will be governed by and construed in accordance with the laws of the State of Kansas, excluding conflicts of law provisions. The exclusive jurisdiction and venue for any legal proceedings related to this Agreement will be the appropriate state or federal courts in Shawnee County, Kansas, and Buyer consents to such jurisdiction and venue and waives all objections to such courts based on jurisdiction, venue and inconvenience of the forum.
- 8. Buyer waives all terms and conditions contained in its purchase order that are different from or additional to the terms and conditions stated above, and such different or additional terms and conditions shall have no legal effect.
- 9. In no event shall Hill's be liable to Buyer or third parties seeking damages under this Agreement for punitive, indirect, incidental, special or consequential damages or expenses arising out of this Agreement even if it has been advised of the possible existence of such liability.



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The Federal Equal Credit Opportunity Act prohibits creditors from discriminating against credit applicants on the basis of race, color, religion, national origin, sex, marital status; (provided the applicant has the capacity to enter into a binding contract); Because all or part of the applicants income derives from any public assistance program; or because the applicant has in good faith exercised any right under the Consumer Credit Protection Act. The federal agency that administers compliance with this law concerning this creditor is Federal Trade Commission, Equal Credit Opportunity; Washington, D.C. 20580

| | New Account \square Update Existing Account \square Transfe | r of Ownership \square | Account # | | | | |
|--|--|--------------------------|-------------------------|----------------------------|--|--|--|
| Ship-To Information | Name | Phone | Number | Transfer of Ownership Date | | | |
| | Address | Fax Nu | Fax Number | | | | |
| | City | State | | Zip | | | |
| | Hours of Operation | Deliver | Delivery Contact Person | | | | |
| | Earliest/latest time of day to accept deliveries Email Address | | | | | | |
| | Are there any times between the above that you cannot accept deliveries? Please explain: | | | | | | |
| | What days are closed for deliveries? | | | | | | |
| | Deliver to (check one) Can our drivers park in your parking lot for deliveries? Are there steps to go up or down in making deliveries? Do you have the ability to receive product on pallets? Is there a ramp for hand-truck or pallet jack use? What is the closest major intersection? If your delivery point is between cross streets, what are there any other specific delivery instructions? Should Hill's charge sales tax on your purchases? Yes | | | | | | |
| | certificate is required to exempt your purchases. | | | | | | |
| Signature and Credit Authorization | I/We fully understand and agree to the terms of sales, including credit, and collection policies of Hill's Pet Nutrition Sales, Inc. listed above, and agree to make proper payment in accordance with these terms, and that failure to pay within the specified terms may result in cancellation of the credit account. I/We understand that all information listed, plus outside credit agencies and associations may be used to investigate the validity of this application. The undersigned warrants that he or she is authorized to execute this application. Applicant's signature attests financial responsibility, ability and willingness to pay our invoices in accordance with our terms. Owner/Corporate Officer's Signature | | | | | | |
| | | | | | | | |
| | Date | Print Name | Title | | | | |