

Wellness Pet Company Terms and Conditions (DECEMBER 2025)

1. General. These Purchase Order Terms and Conditions ("Terms"), together with the accompanying purchase order(s) (each, a "Purchase Order" and collectively with the Terms, the "Agreement") constitute the entire agreement and understanding between Buyer and Seller (individually, "Party" and collectively, the "Parties") for the purchase of goods, materials, or equipment (collectively, "Goods") and performance of services ("Services") by Seller for Buyer and supersede all proposals, oral or written, and all other communications between the Parties with respect to such subject matter, except to the extent there is an executed master agreement in place between the Parties, in which case the terms of such master agreement shall govern to the extent of any conflict. Except as otherwise noted herein, these Terms prevail over any of Seller's terms and conditions regardless of whether or when Seller has submitted its sales confirmation or such terms, including, without limitation, any terms or conditions incorporated or referenced in any quotation or offer provided by Seller. Seller's acceptance is expressly limited to acceptance of these Terms, and any acceptance by Seller that is conditioned upon Buyer's assent to different terms is hereby rejected. Any terms or conditions contained in Seller's acknowledgements, invoices, quotes, proposals, and any other documents exchanged by the Parties that are inconsistent with these Terms are void and will have no force or effect.

2. Acceptance. This Agreement becomes binding on both parties when it is deemed accepted by Seller, and this Agreement is deemed accepted by Seller (i) if the Purchase Order is not rejected via written notice (including electronic mail) with confirmed delivery to Buyer within five (5) business days of Seller's receipt of the Purchase Order; (ii) upon Seller's commencement of the Services or shipment of the Goods covered by the Purchase Order; or (iii) upon Seller's receipt of any payment made pursuant to the Purchase Order. Buyer may withdraw the Purchase Order at any time before it is accepted by Seller, with no further obligation to Seller. For avoidance of doubt, the foregoing acceptance provisions also apply to delivery of replacement Goods in accordance with Section 5 herein.

3. Price. The Purchase Order is a firm fixed price for the Goods and/or Services (the "Price"). Unless otherwise specified in the Purchase Order, the Price is inclusive of all packaging, transportation, shipping, storage, customs duties, and taxes, including sales, use or excise taxes and other charges. Where INCOTERMS are specified in the Purchase Order, the allocation of costs and risks shall be governed by such INCOTERMS. Seller will not invoice Buyer at prices greater than those stated in the Purchase Order.

4. Payment Terms. Seller will issue an invoice to Buyer on or following the delivery of Goods or performance of the Services in accordance with these Terms. Each invoice shall contain sufficient detail to allow Buyer to verify the Goods delivered and Services performed, including but not limited to: (i) Purchase Order number; (ii) detailed description of Goods delivered or Services performed; (iii) quantity of Goods; (iv) unit prices and total price; (v) delivery date or service completion date; and (vi) any other information reasonably requested by Buyer to verify compliance. Buyer will pay all properly submitted and undisputed invoices as provided in the Purchase Order. In no event will Buyer be required to pay amounts invoiced more than one hundred eighty (180) days after the date the Goods are delivered or Services are completed.

5. Fulfillment and Delivery of Conforming Goods or Services. All Goods must be shipped complete, on time, and in accordance with any specifications set forth in the Purchase Order. Services must be performed by the date on the Purchase Order, and all Goods and Services must be provided in compliance with the terms and conditions of the Agreement ("Conforming Goods or Services"). If Seller fails to deliver Conforming Goods or Services on time or delivers defective or non-Conforming Goods or Services, Buyer may do any or all of the following: (i) terminate the Agreement and Seller will promptly refund Buyer all payments made for such non-Conforming Goods or Services; (ii) reject or return Goods or Services in whole or in part to Seller for full credit, at Seller's expense and risk; (iii) require replacement Goods or Services in whole or in part, subject to these Terms; and/or (iv) accept the Goods or Services at a pro-rata and/or reasonably reduced Price. In any event, Seller is liable to Buyer for all costs and expenses incurred by Buyer as a result of the failure to deliver Conforming Goods and Services, and for failure to do so on time, which may include, without limitation, costs and expenses of inspecting, unpacking, re-packing, storing, transportation and reshipping of Goods, or re-performance or substitute performance of Services. Buyer, at its option, may inspect all or a sample of the Goods upon receipt. Neither payment nor inspection will constitute acceptance of Goods or Services, nor will it limit or affect any of Buyer's rights or remedies. For Services, completion will not be deemed to have occurred unless and until Buyer has provided written acceptance of the Services.

6. Title; Risk of Loss. Unless otherwise specified by INCOTERMS or other delivery terms in the Purchase Order, title, risk of loss and damages will remain with Seller until tender of delivery of the Goods at the location specified in the Purchase Order. Delivery will not be deemed to have occurred unless and until Buyer has signed a delivery receipt for Goods. Upon delivery, all title passes to the Buyer, subject to Buyer's inspection rights and right to reject non-conforming Goods or Services as set forth herein.

7. Packaging; Shipment. The Seller shall deliver the Goods to the location specified in the Purchase Order on the Delivery Date specified in the Purchase Order, during normal business hours or as otherwise instructed by Buyer in writing. Seller shall maintain complete shipping and delivery records for all Goods, including bills of lading, packing lists, shipping manifests, and proof of delivery, and shall make such records available to Buyer upon request. The Seller is responsible for ensuring that the Goods are properly packed, secured and prepared for shipment to prevent damage during transport. Seller will ship all Goods in accordance with Buyer's instructions and good commercial practice to ensure safe delivery. Buyer is not obligated to accept deliveries that are untimely (including late or early), in excess, or of Goods that do not meet the quantity or quality requirements set forth in the Purchase Order, and such shipments may be returned at Seller's sole cost and expense.

8. Modifications. Any modification to the Terms will be binding on the Parties only if it is made in a written amendment executed by duly authorized representatives of each Party. In the case of Purchase Orders, a modification will be binding on the Parties only if it is made in writing and signed by duly authorized representatives of both Parties (which may include email where both Parties explicitly acknowledge and accept the modification in writing).

9. Forecasts. Buyer may provide Seller with estimates, volume projections, or forecasts of its future volume or quantity requirements for Goods ("Forecasts"). All Forecasts are provided "as-is", are for informational purposes only, and will not create a binding obligation or liability on behalf of Buyer.

10. Subcontractors. Seller is solely responsible and liable for any third party engaged by Seller for the performance of all or a portion of its obligations hereunder (a "Subcontractor(s)") and will be responsible to Buyer for the Subcontractors' actions, inactions, and compliance with all terms and conditions of this Agreement to the same extent as if Seller itself was performing hereunder.

11. Warranties. Without limitation to any other warranty provided by law or equity, Seller represents and warrants to Buyer that:

- A. The execution, delivery and performance of this Agreement (i) have been duly and properly authorized by all requisite corporate action on its part; and (ii) does not conflict with or breach any agreement that Seller is subject to.
- B. The Goods and Services (i) conform to applicable specifications and other requirements specified by Buyer; (ii) are new, fit for their intended purpose and uses, free from any defects and operate as intended; (iii) are provided or performed with due care, in a workmanlike manner in accordance with industry standards; (iv) comply with all

applicable federal, state, local, agency, international and provincial laws, rules, regulations, ordinances, and orders; (v) are free from any security interest or other lien or encumbrance; and (vi) do not infringe, violate or misappropriate any patent, trade secret, copyright, or other intellectual or proprietary right of any third party.

12. Confidential Information. All non-public, confidential or proprietary information of Buyer, including but not limited to, specifications, samples, designs, plans, drawings, data, customer lists, pricing, discounts or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed in written, electronic or other form, and whether or not marked or identified as "confidential" or "proprietary" in connection with this Agreement is confidential, solely for the purpose of performing this Agreement and may not be disclosed or copied unless authorized by Buyer in writing. Upon Buyer's request, Seller will promptly return or destroy all Buyer documents and materials. The non-use and non-disclosure obligations do not apply to information that is: (i) in the public domain; (ii) known to Seller at the time of disclosure without an obligation of confidentiality; or (iii) rightfully obtained by Seller on a non-confidential basis from a third party.

13. Indemnification. Seller will indemnify, defend, and hold harmless Buyer, its affiliates, and its and their customers, officers, directors, employees, contractors, agents and assigns from and against any and all losses, claims, demands, suits, expenses, fees, damages, and liabilities of any nature (including reasonable attorney and professional fees, costs of enforcing any right to indemnification hereunder) whether incurred, brought, or recovered by or on behalf of Buyer arising out of or related to (i) breach of any term, condition, representation or warranty hereunder by Seller and/or Subcontractors; (ii) personal injury (including death), property damage, fraud, negligence, willful, misconduct of Seller and Subcontractors; (iii) product liability claim or product recall in connection with the Goods or Services; or (iv) any allegation that any portion of the Goods or Services, or Buyer's possession or use thereof, infringes, violates, or misappropriates any patent, trade secret, copyright, or other intellectual or proprietary right of any third party. Seller will not enter into any settlement without Buyer's prior written consent.

14. Insurance. Seller will maintain in full force and effect, at its own expense, appropriate insurance coverage sufficient to cover any potential losses or liabilities arising from its performance hereunder.

15. Publicity. Seller will not use the name, logo, or trademark of Buyer or its affiliates without prior express written permission.

16. Survival. Any provision of this Agreement which expressly or by its nature or context is intended to continue beyond termination or expiration, will survive in accordance with its terms.

17. Termination. Buyer may terminate all or a portion of this Agreement, or Purchase Order, without cause at any time upon written notice to Seller. Upon receipt of such termination notice, Seller will promptly (i) take all action necessary to terminate the work as provided in the notice, including minimizing costs and liabilities for the terminated work, and (ii) continue the performance of any part of the work not terminated by Buyer. If all or any portion of this Agreement is terminated without cause, Seller's sole and exclusive remedy is payment for the Conforming Goods and Services received and accepted, which will in no event exceed the Price set forth in the Purchase Order. Buyer may terminate this Agreement or Purchase Order for Seller's default of any term or condition which is not cured within fifteen (15) days after receipt of Buyer's written notice of breach, and Seller will be liable for all Losses incurred by Buyer as a result of the default.

18. Audit. Buyer may audit Seller's books and records that relate to performance under this Agreement. Buyer may conduct such audits during Seller's normal business hours upon reasonable advance written notice to Seller, except in cases where Buyer reasonably suspects fraud or non-compliance with applicable laws or regulations, in which case Buyer may conduct audits with twenty-four (24) hours' notice. Seller will, and will require its Subcontractors, to retain all records relating to the performance of the Agreement, for a period of five (5) years from date of the Purchase Order.

19. Force Majeure. Neither party will be liable for any delay or failure to perform hereunder to the extent caused by a natural disaster, pandemic, epidemic, fire, explosion, war, terrorism, labor strikes (other than those involving the Party's own workforce) or other circumstances beyond a Party's reasonable control and without its fault or negligence (a "Force Majeure Event"). The Party affected by such a Force Majeure Event, (the "Impacted Party"), shall notify the other Party within five (5) business days as of the beginning of its occurrence. The Impacted Party shall use diligent efforts to minimize or end the failure or delay and shall resume the performance of its obligations as soon as reasonably practicable. If such event continues for more than thirty (30) days, either Party may terminate the Purchase Order without penalty upon written notice to the other Party. During such period, Buyer will not be charged and/or will receive a refund for any Affected Services. "Affected Services" include those made useless or whose purpose is frustrated by the lack of another service.

20. Assignment. Seller may not assign, transfer, or delegate any of its rights, obligations or duties herein (including, without limitation, by operation of law) without Buyer's prior written consent. Buyer may assign this Agreement or any of its rights hereunder to any of its affiliates or to any successor by merger or acquisition or any buyer of all or substantially all of its stock or assets without Seller's consent. Any purported assignment or delegation in violation of this Section will be null and void.

21. Relationship. Each Party is an independent contractor, and nothing in this Agreement will be construed to give either Party the power or authority to act for, bind, or commit for the other in any manner whatsoever.

22. Waiver. The delay in or failure of any Party hereto to enforce any of the provisions of this Agreement in whole or in part will in no way be construed to be a waiver of such provision or affect the validity of this Agreement.

23. Governing Law and Venue. This Agreement, and all disputes, or claims arising under or in connection herewith, will be governed by and construed in accordance with the substantive laws of the State of Delaware without regard to any conflict of laws principles, and any and all disputes or claims arising out of the Agreement will be subject to the exclusive jurisdiction of the state and federal courts of the State of Delaware. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from the application to this Agreement.

24. Cumulative Remedies. All rights and remedies provided hereunder are cumulative and not exclusive, and the exercise of any right or remedy does not preclude the exercise of any other rights or remedies that may be available at law, in equity, by statute, or in any other agreement between the Parties.