

## Ultra Paws® Authorized Reseller Policy & Process for Dealers

Ultra Paws® Authorized Resellers are authorized to purchase Ultra Paws® products from an Ultra Paws® Authorized Distributor, or directly from Ultra Paws®. In order to ensure that our products are properly promoted and supported, Ultra Paws® has developed this Authorized Reseller Policy and requires dealers to honor Ultra Paws® Minimum Advertised Price (MAP policy) as noted below. Ultra Paws® reserves the right to modify this policy from time to time.

### How to become an authorized Ultra Paws® Dealer:

1. Please review this document and if you accept the terms described in this document, complete and submit the separate Ultra Paws resale application to [nanci@ultrapaws.com](mailto:nanci@ultrapaws.com) or fax to 218-855-6977.
2. You will be contacted after we receive your application with next steps.

### Order Overview:

1. Ultra Paws Dealer pricelist/order form is available for your reference.
2. Orders may be submitted order form, or via email, fax, phone, or EDI.
3. The minimum order per location is \$100 and there are no case minimums.
4. Payment options: Visa, Mastercard, American Express and Discover cards, or Terms with approved credit. (A credit application is required and a credit limit applies. Allow up to three weeks to process an application).
5. Our team works hard to ship your order within one business day, but we do ask for a 72 hour window, especially during our busiest seasons.
6. You will receive an email notification with tracking information when your order ships, and packing lists and invoices are included with all shipments unless you instruct us otherwise.

### Ultra Paws® Minimum Advertised Price (MAP) is the same as the Ultra Paws® Manufacturer's Suggested Retail Price (MSRP):

- Ultra Paws® has established a Minimum Advertised Price (MAP) that is the same as the MSRP for its products, as noted on the current Ultra Paws® price list.
- This policy applies to all forms of advertising including mailings, catalogs, displays at consumer exhibitions and shows, and any and all other forms of advertising media, including, without limitation, the Internet and any other electronic network.
- This policy only concerns advertised prices, and does not relate to actual sale prices of any item.
- Each of the following types of promotions will constitute exceptions to the strict compliance with MAP Guidelines:
  - Storewide loyalty programs
  - Closeouts (defined as products no longer listed for sale on the current Ultra Paws® price list)
  - Products currently sold but are being redesigned for the next, upcoming season
- Authorization for two special promotional campaigns per calendar year:
  - Ultra Paws® Authorized Resellers who advertise at prices equal to or greater than Ultra Paws® MSRP consistently may participate in up to two promotional discounts per calendar year. Resellers may advertise to sell Ultra Paws® products at up to 25% off MSRP for a period of not more than two weeks per promotional period and shall not exceed two campaigns per calendar year. Promotions must be separated by a period of at least 30 days.

- It is Ultra Paws® unilateral policy to terminate an Ultra Paws® Authorized Reseller's authorization to sell its products if the Ultra Paws® Authorized Reseller's advertising (i) fails to display prominently the MAP as specified on the current Ultra Paws® price list without any strike through or other obliteration of such MAP, or (ii) contains a price lower than the Minimum Advertised Price set forth in the current Ultra Paws® price list. Ultra Paws® may, at its sole discretion, stop (or cause to be stopped) shipments of products to any Reseller who fails to comply with the MAP guidelines and such termination shall be effective upon delivery of notice of termination to the Reseller by Ultra Paws® or its Authorized Distributor.
- Ultra Paws® will monitor Reseller advertisements and web sites for compliance.

### **Ultra Paws® Trademark and Patent Authority:**

- Several of Ultra Paws® products are protected by patent, and as such cannot be manufactured, used, or sold without authorization from Ultra Paws® LLC.
- The Ultra Paws® word mark is a registered trademark of Ultra Paws® LLC and as such, cannot be used or product branded with this mark sold, without authorization by Ultra Paws® LLC.
- All products sold with the Ultra Paws® brand must be identified with the Ultra Paws® word mark in all advertising (the graphic mark is optional).
- Ultra Paws® products must be sold in their original packaging, and cannot be repackaged for sale. Returned products may be repackaged with approval, and dealers are encouraged to contact Ultra Paws® for replacement packaging, if needed.

### **Internet Sales:**

- Ultra Paws® Authorized Resellers may market, advertise, offer to sell, sell and/or fulfill orders of Ultra Paws® products from their dealer web sites or catalogs.
- Ultra Paws® brand products cannot be sold through any third party internet (e.g. Amazon.com) or auction (e.g. E-Bay) website without prior approval of Ultra Paws®.
- E-tailers (companies selling more than 50% of its product line through the internet) must purchase directly through Ultra Paws® at dealer pricing. Ultra Paws® may choose at any time to limit the number of E-tailers selling Ultra Paws® brand products.

### **Geographic Territories:**

- U.S. based dealers may not distribute or promote Ultra Paws® LLC products outside of the U.S. without authorization by Ultra Paws® LLC.
- Dealers based outside of the U.S. may not distribute or promote Ultra Paws® LLC products in the U.S. and its territories without authorization from Ultra Paws® LLC.

### **Loss of Authorized Re-Seller Status:**

- Ultra Paws® reserves the right to terminate the Authorized Reseller status of any reseller who fails to meet the standards defined in this Authorized Reseller policy.

### **Changes to Policy:**

These policies are subject to change without notice. Updated April 2015.