



GENERAL TERMS AND CONDITIONS OF SALE
AND DISCLAIMER OF WARRANTIES

The following terms and conditions shall apply without exception to all sales:

1. **Sole Terms:** No term or condition on Buyer's purchase order or any other instrument, agreement or understanding (unless expressly referred to on the face of the Seller's Quotation and/or acknowledgment) shall be binding upon Seller, unless agreed to in writing.
2. **Prices:** This Invoice supersedes all previous quotations and proposals. Prices do not include property, sales, uses or privilege taxes or any export or import taxes, custom duties, or the like, unless stated. All errors are subject to correction. If the Buyer is charged sales tax in error, the Buyer must notify Groomer's Best, Inc., within 14 days of the Invoice date to receive a credit. After 14 days the sales tax cannot be refunded.
3. **Payment Terms:**
 - a. **Distributor:** Terms of payment are the net amount of the Invoice in the United States currency within thirty (30) days of the date of the invoice. A late payment charge of one and one-half percent (1 ½%) of the amount of the invoice will be charged for each month, or any portion thereof, that payment is not made within thirty (30) days of the date of the invoice. If shipments are delayed by buyer, invoices may be rendered on the dates Seller is prepared to make shipments. If completion of manufacture is delayed by Buyer, invoices may be rendered when delay is ascertained, based upon percentage of completion. Goods held as a result of Buyer's and/or their Customer/Shipper inability or refusal to accept delivery are at the risk and expense of buyer.
 - b. **Direct Customer (Non-Distributor):** All orders placed via phone, e-mail, or Groomer's Best website, are to be immediately paid in full before is dispatched to production.
4. **Shipment and Risk of Loss:** Shipment date is approximate. Goods will be shipped "f.o.b." point of origin, with all risk of loss or damage to goods passing to buyer upon delivery to carrier. If freight must be prepaid, payment will be made for the account of buyer. Seller may make delivery installments, separately invoiced and payable without regard to subsequent deliveries. Delay in delivery of any installment shall not relive buyer of its obligations to accept remaining installments.
5. **Loss, Damage, or Delay:** Seller shall not be liable for breach of covenant or condition, loss, injury, delay, damages, or other casualty due to labor, disturbances, embargoes, riots, storms, fires, explosions, acts of God, war, acts of hostility inability to obtain necessary labor or raw materials from usual suppliers, breakdown of manufacturing facilities, major change in economic conditions, or any causes beyond its control. In the event of delay, shipment date will be postponed compensating for delay. If Seller's performance is rendered permanently impossible, or impracticable, either party may cancel executory portion of this Invoice, and the only liability shall be buyer's for pro-rated or allocated portion of the Order completed, including all inventory and supplies not returnable for full credit or otherwise usable by Seller.
6. **Shortages:** Any claim for shortages must be reported to Seller within thirty (30) days after receipt of products.
7. **DISCLAIMER OF WARRANTIES:** SELLER DISCLAIMS AND THE PRODUCTS ARE SOLD WITHOUT ANY WARRANTY AS TO MERCHANTABILITY OF FITNESS FOR ANY PARTICULAR PURPOSE OR DESIGN WHATSOEVER, OR ANY OTHER WARRANTY, EXPRESS OR IMPLIED, ORAL, OR WRITTEN.
8. **Manufacturer 3 Year Limited Warranty:** This agreement applies to any Invoice, purchase, receipt, delivery, or use of and products and services from Groomer's Best, Inc., or any of its subsidiaries, Vest Best, Best Utility Sinks, Sportsman's Best, or affiliates. Our products will be free from defects in materials or workmanship for the duration of the warranty period. At our option, we will repair, replace, or refund the purchase price of any defective product covered by our warranty. Our warranty excludes normal wear and tear;

damage caused by failure to follow instructions, misuse, abuse, modification, or unauthorized repair, including but not limited to: scratches to the finish, and tears or indentations in the materials.

9. **Limitation of Liability & Exclusive Remedy:** Seller's liability and responsibility for any defective or non-conforming products are limited to the cost of such goods and any such claims must be filed within 60 days of the delivery of delivery of the product. ALL REMEDIES OF BUYER ARISING OUT OF THIS TRANSACTION OR WITH RESPECT TO THE SALE OR USE OF THE GOODS SHALL BE LIMITED EXCLUSIVELY AND IN LIEU OF ANY AND ALL OATHER REMEDIES, TO THOSE CONTAINED IN THESE TERMS AND CONDITIONS. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR INDIRECT DAMAGES OR LOSSES OF BUYER OR USERS, ARISING OUT OF PURCHASE OF PRODCUTS OR THE USE OR MISUSE OF THE PRODUCTS.
10. **Confidential Information:** Technical information contained in plans, drawings, specifications, photographs, and other documents disclosed or furnished by Seller are the sole and exclusive property of Seller. Buyer, in the absence of express prior permissions of Seller shall hold them in confidence and may not sell or dispose of any portion thereof.
11. **Default:** If buyer shall fail to pay all or any part of the sums due, or to observe, keep or perform any of its obligations, become insolvent or become a party to any Federal or State insolvency proceedings or receivership, or become a judgment debtor, all sums due or to become due may, at the option of seller, become immediately due and payable, and concurrently, or in the alternative, Seller may, at its option, terminate Order and exercise any other remedies available under all applicable laws. Waiver of any default shall not be a waiver of any other or subsequent default.
12. **Specifications:** If specifications and designs for goods are furnished by the buyer, buyer will indemnify and save Seller harmless for all claims, cost and expenses (including cost and attorney's fees) of and patent infringement claim oar proceeding resulting from not be responsible for the accuracy or suitability of such designs or specifications, or for the performance of any goods made in conformity thereto.
13. **Indemnification:** If Seller shall be made a defendant in any proceeding, action or arbitration by Buyer, or any persons deriving title from buyer, or any third person on the basis of breach of warranty, negligence or tort, and if no award or judgment shall be made or rendered against Seller, buyer hereby indemnities and holds Seller harmless from all cost and expenses in connection with such proceeding, action or arbitration, including reasonable attorney's fees and expenses.
14. **Cancellation:** Any Orders may be cancelled by Buyer only with the written consent of Seller and upon reimbursement to Seller minus ten percent (10%) re-stocking fee.
15. **Collection Expenses:** All collection fees, court cost and interest charges will be petitioned for recovery from delinquent accounts.
16. **Governing Law:** This transaction shall be governed by the laws of the State of South Dakota, excluding provisions on conflict laws.
17. **Miscellaneous:** These terms and conditions (including those stated on the face hereof) shall constitute the entire agreement of Seller and Buyer, superseding all prior agreements or understandings, written or oral, and cannot be amended except by mutual writing. Buyer may not assign any rights or duties he/she renders without Seller's written prior consent. No reproduction, warranty, course of dealing or trade usage not contained or referenced herein will be binding by Seller. No failure by Seller enforces at any time for any period the provisions hereof shall be construed as a waiver of such provision or of the right of Seller to enforce thereafter each and every provision. No representative of Seller has the authority to waive or change any of the above provisions.

