



**CENTRAL GARDEN & PET COMPANY AUTHORIZED ONLINE SELLER APPLICATION**

| Applicant's Information   |  |
|---|--|
| 1. Applicant's Legal Name:  |  |
| 2. DBA/Trade Name(s):   |  |
| 3. Primary Contact:   | 4. Title:  |
| 5. Company Physical Address:  | 6. Company Mailing Address (if different from Physical Address): |
| 7. Telephone:   | 8. Fax:  |
| 9. Email:   |  |
| 10. Entity Type: <input type="checkbox"/> Corporation <input type="checkbox"/> LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship  |  |
| 11. State of Incorporation:   | 12. Year Incorporated:   |
| 13. DUNS:   | 14. EIN:   |
| 15. Resale Certificate Number:  | 16. Resale Certificate Issuing State:                            |
| 17. Please identify the source(s) of all Central Garden & Pet Company products you are selling or intend to sell.<br><input type="checkbox"/> Purchase directly from Central Garden & Pet Company (Account Number _____)<br><input type="checkbox"/> Purchase from Distributor(s) (list below)<br><input type="checkbox"/> Other (describe below) |  |
| 18. Do you store or intend to store your inventory of Central Garden & Pet Company products at a location other than the Company Physical Address identified above? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>If yes, please provide the address for all locations where such inventory is stored or will be stored:            |  |
| 19. Do you use any third-party fulfillment service to store inventory or fulfill orders of Central Garden & Pet Company products? <input type="checkbox"/> Yes <input type="checkbox"/> No<br>If yes, please identify the name of the fulfillment service and describe the services provided:   |  |
| 20. Has the Applicant ever declared bankruptcy? <input type="checkbox"/> Yes <input type="checkbox"/> No  |  |
| 21. Has any company in which any of the Applicant's principals have an ownership interest ever declared bankruptcy?<br><input type="checkbox"/> Yes <input type="checkbox"/> No   |  |
| 22. Are there any pending lawsuits involving the Applicant? <input type="checkbox"/> Yes <input type="checkbox"/> No  |  |
| <i>If you checked "Yes" in box 20, 21, or 22, please attach additional sheet(s) explaining these matters in detail.</i>   |  |

| <b>Application for Website Approval</b>  |   |
|--|---|
| <b>Requested Websites:</b> Please identify all websites or mobile applications through which you wish to market for sale and sell Central Garden & Pet Company Products ( <i>one per line, exact spelling required</i> ).<br><i>Example: www.ABCStoreName.com</i><br><i>Example: Amazon.com/Storefront name "ABC Store"/ Merchant ID</i> | <b>Central Garden &amp; Pet Company Use Only</b>                    |
| 1.   | <input type="checkbox"/> Approved <input type="checkbox"/> Declined |
| 2.   | <input type="checkbox"/> Approved <input type="checkbox"/> Declined |
| 3.   | <input type="checkbox"/> Approved <input type="checkbox"/> Declined |
| 4.   | <input type="checkbox"/> Approved <input type="checkbox"/> Declined |
| 5.   | <input type="checkbox"/> Approved <input type="checkbox"/> Declined |
| 6.   | <input type="checkbox"/> Approved <input type="checkbox"/> Declined |
| 7.   | <input type="checkbox"/> Approved <input type="checkbox"/> Declined |
| 8.   | <input type="checkbox"/> Approved <input type="checkbox"/> Declined |
| 9.   | <input type="checkbox"/> Approved <input type="checkbox"/> Declined |
| 10.  | <input type="checkbox"/> Approved <input type="checkbox"/> Declined |

By submitting this Central Garden & Pet Company Authorized Online Seller Application (the “**Application**”), Applicant acknowledges that authorization to sell on the Requested Websites is only granted once both Applicant and Central Garden & Pet Company (“**Central**”) have executed the attached Central Garden & Pet Company Authorized Online Seller Agreement. Submitting this Application does not authorize Applicant to sell Central Products on the Requested Websites, and Central has no obligation to accept Applicant’s request to sell Central Products on any or all of the Requested Websites. If Applicant is approved to sell Central Products on any or all of the Requested Websites, Applicant agrees that it will abide by the terms in the Central Garden & Pet Company Authorized Online Seller Agreement with respect to any approved websites. Applicant indicates such agreement by signing the Central Garden & Pet Company Authorized Online Seller Agreement below.



## CENTRAL GARDEN & PET COMPANY AUTHORIZED ONLINE SELLER AGREEMENT

This Central Garden & Pet Company Authorized Online Seller Agreement (the "Agreement") is hereby entered into by and between Central Garden & Pet Company ("Central") and the undersigned Seller ("Seller," "you" or "your") (collectively, the "Parties" and individually, a "Party"). The "Effective Date" of this Agreement is the date this Agreement is accepted by Central after being agreed to by you.

1. **Modification of the Terms.** By entering into this Agreement, Seller affirms its agreement to adhere to the terms in the currently effective Central Garden & Pet Company Authorized Reseller Policy, Central Garden & Pet Company Authorized Distributor Policy, Central Garden & Pet Company Authorized Retailer Policy, Central Garden & Pet Company Authorized Co-op Retailer Policy, or Central Garden & Pet Company Authorized Retailer Terms and Conditions, as applicable to Seller (the "Terms"). This Agreement supplements, amends, and is deemed incorporated into the Terms. Except as supplemented or amended pursuant to the terms and conditions in this Agreement, the Terms remain unchanged and in full force and effect as written. Unless otherwise defined herein, capitalized terms herein shall have the same meanings ascribed to them in the Terms.

2. **Authorization of Online Sales.** Other than websites that may be defined in the Terms as "Permissible Public Websites," the Terms prohibit the sale of the Products on any website, mobile application, or other online forum without Central's prior written consent. Execution by Central of this Agreement constitutes Central's consent, and the various provisions in the Terms pertaining to such prohibition are deemed amended in order to effectuate such consent. Subject to and to the extent provided by the terms and conditions herein, you may market for sale and sell Products solely and exclusively at the website(s) and/or mobile applications identified as approved by Central in the Application for Website Approval above or designated as Permissible Public Websites in the Terms (collectively, the "Authorized Websites"). You are prohibited from marketing for sale and/or selling Products on any other website, mobile application, or other online forum.

3. **Authorized Websites.**

(a) Your Authorized Websites must be confined to the specific approved domain name(s), application names, and/or screen name(s) or storefront name(s). In the construction of your domain name (including top-level domains and sub-domains), application name, or any screen name or storefront name used on any Authorized Website, you may not use any Central Product name or any trademark owned by or licensed to Central, nor any misspelling or confusingly similar variation of any Central Product name or trademark owned by or licensed to Central. Your Authorized Websites must not give the appearance that they are operated by Central.

(b) You may not sell online anonymously. The full legal name, mailing address, email address, and telephone contact of your business must be clearly indicated on your Authorized Websites and must be included with any shipment of Products from your Authorized Websites.

(c) At Central's request, you will reasonably cooperate in demonstrating and/or providing access to, and copies of, all web pages that comprise your Authorized Websites. In your marketing and descriptions on your Authorized Websites, all Product images and descriptions must be kept up to date. You shall not advertise Products not carried in inventory.

(d) Your Authorized Websites must have a mechanism for receiving customer feedback and you agree to use reasonable efforts to address all customer feedback and inquiries received in a timely manner. You also agree to provide copies of any information related to customer feedback (including any responses to customers) to Central for review upon request. Further, you agree to cooperate with Central in the investigation of any negative online review associated with your sale of Products and to use reasonable efforts to resolve any such reviews.

(e) You represent and warrant that as of the Effective Date and throughout the term of the Agreement, your Authorized Websites are and will remain in compliance with all applicable privacy, accessibility, and data security laws, regulations and industry standards.

(f) To the extent that one or more of your Authorized Websites is a storefront on a third-party marketplace website, including, but not limited to storefronts on Amazon, eBay, Jet, Rakuten, Walmart Marketplace, or Sears Marketplace, Central reserves the right to require Seller to adhere and agree to additional terms relating to the quality and sale of Products through such storefronts.

4. **Product Fulfillment.**

(a) In your sales of Products from your Authorized Websites, you acknowledge and agree that you are responsible for all fulfillment to your individual customers, any applicable taxes associated with such individuals' purchases of Products, and any returns of Products.

(b) Unless separately authorized in writing by Central, Seller may not use any third-party fulfillment service to store inventory or fulfill orders for the Products. Under no circumstances shall Seller fulfill orders in any way that results in the shipped Product coming from stock other than the Seller's.

5. **Termination.** Central, in its sole and absolute discretion, may terminate its approval for you to market and sell Products at one or all of your Authorized Websites, and you must cease all such marketing and sales immediately on the applicable Authorized Website(s) upon receiving notice of such termination. Upon termination of your approval to market and sell Products at one or more Authorized Websites, your authorization to use Central IP on such websites shall be revoked. Either Party may terminate this Agreement with 30 days' written notice. Central shall have the right to terminate this agreement with written notice at any time upon the occurrence of a material breach by Seller of this Agreement. On termination of your status as an Authorized Distributor, Authorized Reseller, Authorized Retailer, or Authorized Co-op Retailer pursuant to the Terms, this Agreement shall terminate automatically, and you must immediately cease all marketing and sales of Products on your Authorized Websites.

6. **Availability of Injunctive Relief.** If there is a breach or threatened breach of Sections 2 (Authorization of Online Sales), 3 (Authorized Websites), 4 (Product Fulfillment), or 5 (Termination) of this Agreement, it is agreed that Central will have no adequate remedy in money or other damages and accordingly shall be entitled to injunctive relief and other equitable remedies; provided, however, no specification in this Agreement of any particular remedy shall be construed as a waiver or prohibition of any other remedies in the event of a breach or threatened breach of this Agreement. No failure, refusal, neglect, delay, waiver, forbearance, or omission by Central to exercise any right(s) herein or to insist upon full compliance by Seller with Seller's obligations herein shall constitute a waiver of any provision herein or otherwise limit Central's right to fully enforce any or all provisions and parts thereof.

7. **Indemnification.** Except as otherwise provided herein, each Party shall, and hereby does, indemnify, defend, save and hold harmless the other Party, and its directors, officers, employees, shareholders, partners, counsel, auditors, accountants, agents, advisors and all other representatives and each of the heirs, executors, successors and assigns of any of the foregoing, from and against any and all losses, liabilities, obligations, actions, causes of actions, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims, and demands whatsoever, in law, admiralty, or equity, known or unknown of any kind to the extent they are caused by, arise from, or are incurred in connection with (a) any breach of, or failure to perform, any term, covenant or condition in the Agreement by the indemnifying Party, or (b) the negligence or willful misconduct of the indemnifying Party or its officers, employees, agents or contractors.

8. **Miscellaneous.**

(a) Central reserves the right to update, amend or modify this Agreement upon written notice to Seller. Unless otherwise provided, such amendments will take effect immediately and Seller's continued use, advertising, offering for sale, or sale of the Products on the Authorized Websites following notice of the amendments will be deemed Seller's acceptance of the amendments.

(b) No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent, or subsequent breach of the same or any other provisions hereof, nor shall it constitute a course of dealing and no waiver shall be effective unless made in writing. If any provision of this Agreement is held contrary to law, the remaining provisions shall remain valid.

(c) This Agreement may not be assigned or transferred by Seller without the prior, written consent of Central. Central is entitled to assign this Agreement, in whole or in part, without Seller’s consent to any Central-affiliated company or to any entity to which Central sells, transfers, conveys, assigns, or leases all or substantially all of its rights and assets with respect to the development, production, marketing, or sale of the Products. This Agreement is intended for the benefit of the Parties and their permitted assigns, and no other person will be entitled to rely upon this Agreement or be entitled to any benefits under this Agreement.

(d) This Agreement, the Terms and their attachments, if any, constitute the entire agreement between the Parties regarding the contemplated transactions and supersedes all prior agreements and understandings between the Parties relating to the sale of the Products online.

(e) The descriptive headings and sections of this Agreement are inserted for convenience only, and shall not control or affect the meaning or construction of any of the provisions hereof. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same will not apply a presumption that the terms hereof will be more strictly construed against one Party by reason of the rule of construction that a document is to be construed more strictly against the Party who itself or through its agent prepared the same, it being agreed that all Parties, directly or through their agents, have participated in the preparation or negotiation hereof.

(f) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one instrument.

9. **Governing Law and Venue.** The terms of this Agreement and any dispute arising under it shall be governed by, construed, and enforced in accordance with the laws of the State of California, without regard to its choice of law rules. In the event of a dispute over the terms or performance under this Agreement, Seller expressly submits to personal jurisdiction and venue in the federal or state courts of record in Contra Costa County, California.

10. **Waiver of Jury Trial.** TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE PARTIES EACH HEREBY IRREVOCABLY AND EXPRESSLY WAIVE ALL RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, OR COUNTERCLAIM (WHETHER BASED UPON CONTRACT, TORT, OR OTHERWISE) ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREBY OR THEREBY OR THE PARTIES’ ACTIONS IN THE NEGOTIATIONS, ADMINISTRATION, OR ENFORCEMENT HEREOF OR THEREOF. THE PARTIES ACKNOWLEDGE THAT SUCH WAIVER IS MADE WITH FULL KNOWLEDGE AND UNDERSTANDING OF THE NATURE OF THE RIGHTS AND BENEFITS WAIVED HEREBY, AND WITH THE BENEFIT OF ADVICE OF COUNSEL OF ITS CHOOSING.

The Parties have caused this Central Garden & Pet Company Authorized Online Seller Agreement to be executed in their respective names by their duly authorized representatives.

**Central Garden & Pet Company,**  
a Delaware corporation

**Seller:** \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Signature Date: \_\_\_\_\_

Signature Date: \_\_\_\_\_