



SALES DROP-SHIP AGREEMENT

Name _____

2nd Contact Name _____

Company _____

Address _____

City _____

State / Zip Code _____

Resell Certificate Number _____

Tax ID _____

Phone Number _____

Fax Number _____

Email _____

URL _____

DATE _____ Initial _____

Drop Ship Agreement between the above referenced Company, hereinafter "Vendor" and PetZip Group hereinafter "Supplier" whose address is 480, Apollo St., Suite E, Brea, CA 92821

Orders:

1. A valid State Sales Tax ID and company information must be provided before Vendor's first purchase.
2. Orders are placed via e-mail, phone or fax.
3. Orders are processed and shipped within 2 days of confirmation.
4. Vendor is responsible for all shipping and handling charges on all shipments, including refusals and returns.
5. Supplier ships orders to: U.S., Canada, U.S. Virgin Islands, and Puerto Rico. Orders shipped to Alaska, Hawaii, Virgin Islands, and Puerto Rico must ship via 2-Day Air. Military orders must be shipped via U.S. Mail.
6. Under certain circumstances, shipping methods are determined by the weight, size or destination of the order. Supplier will use the most cost effective shipping method.
7. A handling charge of \$4.00 per item (package) will be added to each order. Each shipment location is considered a separate order.
8. Orders are shipped via UPS standard ground service. Shipping charges are calculated at UPS Residential Delivery rates from Supplier's address. 1-Day, 2-Day and 3-Day UPS shipping is available upon request at the upgraded cost. Freight charges are subject to dimension/oversize carrier weight regulations. Shipping fees are non-refundable.
9. Vendor can supplied its UPS account number so that the shipping will be charged to Vendor's account.

Back Orders:

1. Orders will not automatically ship complete unless Vendor specifically requests that orders to be shipped complete.
2. Backorders will ship, when product is available, only after Supplier has verbally contacted Vendor for approval.

Refused Orders:

Refused product will be credited less 20% restocking fee, freight and handling charges.

MAP (Minimum Advertised Price)

The Supplier sets a Minimum Advertised Price on all products for all Online Vendors and Dealers. Vendors are expected to advertise Petzip products no lower than the MAP. The Supplier retains the right to refuse sale to repeat offending Vendors. The MAP is subject to change without notice. This requirement does not apply to Vendors that require membership fee and maintain its own inventory of Petzip Products.

Loss, Damage/Pilferage, mis-shipments, mis-billings, and shortages:

1. Claims for lost shipment, or damage/pilferage must be reported to Supplier's Claims Department within 10 days of delivery/expected delivery date. If Vendor has filed a claim, the claim number must be given to Supplier's Claims Department when Vendor reports the damage/pilferage.
2. Shortages, mis-shipments and mis-billings must be reported to Supplier's Customer Service Department within 10 days of delivery date/expected delivery date. Save Original boxes, enclosed documentation and packing materials. Some carriers require on-site inspection before product can be returned.
3. Replacement product will be billed to Vendor's account when shipped. Credit will be issued for returned product when the returned product is received by Supplier.

Returns:

1. Return Merchandise Authorization number (RMA#) is required on the shipping label for product returns, or they will be refused. RMA# is valid for 30 days.
2. Vendor must ensure that merchandise is returned to receive proper credit. Supplier does not track expired RMA#'s.
3. All non-defective items returned are subject to a 20% restocking fee.
4. Freight on merchandise being returned to Supplier is to be prepaid.
5. Merchandise will be credited at original invoice price less freight and handling charges and restocking fees.
6. Merchandise must to be returned in original mfg box with enclosed documentation. No returns or credit requests accepted after 30 days of invoice/ship date.

Cancellations:

Cancellation requests must be e-mailed and the response must state "Cancelled". If a cancelled order is shipped in error, the Vendor are responsible to contact its customer, and have the shipment returned to Supplier. Before credit can be given, proof of cancellation must be produced and product returned.

Payment:

1. The Supplier accepts: Credit Card/Cashier's Check/Company Check/Wire Transfers will be accepted.
2. Net terms may be established upon approval by the Supplier's Credit Department.
3. Offsets, deductions and short payments are not allowed. Pending credits are not allowed to be deducted on checks.

4. Vendor's Invoice# and RMA# must be referenced if Vendor want payments applied to individual orders.
5. Accounts must remain current and within credit limit or shipments may be held.

Initial _____

CONFIDENTIAL INFORMATION

During the course of business between Vendor and Supplier, Supplier may provide Vendor with confidential information related to Supplier's business. Such confidential information may include inventory levels, product features and pricing and anticipated new products, Supplier sales practices and programs. Vendor agrees that the confidential information will be used solely for the purpose of conducting business with Supplier. Vendor must not disclose or distribute any confidential information to any competitor of Supplier or to any other third party without the express written consent of the Supplier.

All images of all products supplied by Supplier, including images on Supplier's web site and its catalog CD, are the exclusive property of PetZip Group (China Resource Solution, Inc). Vendor may use these images only in connection with the sale of Supplier's products and only in compliance with any policies or terms stated by the Supplier. No other use or distribution is permitted, and Vendor may not use Supplier's images in connection with the sale of products from any person or entity other than the Supplier. The Supplier retains the right to terminate Vendor's permission to use these images at any time and for any reason.

Prices and product availability are subject to change without notice. The Supplier cannot be responsible for typographical errors in the catalog. By placing an order, the Vendor accepts all Supplier's terms and policies set forth in this Sales Drop-Ship Agreement.

The Supplier reserves the right to modify any of the terms of this Sales Drop Ship Agreement with notice to the customer.

<p>Vendor</p> <p>Signed: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Company Name: _____</p> <p>Date: _____</p>	<p>Supplier</p> <p>Signed: _____</p> <p>Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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