



DEALER AGREEMENT & APPLICATION

Please complete, sign, and return this form
by fax to (250) 374-2692 or email to: info@northlandpetsupply.com

Billing Address:		Shipping Address: (if different)	
Company Name: Hereinafter, referred to as "dealer"		Company Name:	
Street Address:		Street Address:	
City, Province/State, Postal Code/Zip:		City, Province/State, Postal Code/Zip:	
Telephone:	Fax:	Telephone:	Fax:
Email:		Email:	

General Information

Type of Retailer: <input type="checkbox"/> Physical Retail Store <input type="checkbox"/> E-Commerce <input type="checkbox"/> Both Physical Store & E-Commerce			
Stocking Preference: <input type="checkbox"/> I want to carry inventory <input type="checkbox"/> I want to use your drop-ship program <input type="checkbox"/> I will stock inventory and use your drop-ship program			
Type of Business (if other, please indicate below): <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> LLC <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture		# of Years in Business:	Website:
Owner / Principal #1:	Social Insurance / Security No:	Owner / Principal #2:	Social Insurance / Security No:
Are Written Purchase Orders Required? <input type="checkbox"/> Yes <input type="checkbox"/> No	Business License Number:	Federal Tax / Business Number:	Provincial / State Tax Number:
Accounts Payable Contact:	Phone Number & Extension:	Fax Number:	Email Address:
Purchasing Agent:	Phone Number & Extension:	Fax Number:	Email Address:

Credit Card

We normally apply your purchases directly to a credit card (VISA or Mastercard only) at the time of shipment. We also accept PayPal or direct wire payments. Credit terms are generally only available to stocking dealers and require the completion and approval of a credit application form.

Please apply purchases on the account of _____ (name of company) to my credit card as follows:
Credit Card Number Expiry Name on Card: Signature of Cardholder

Terms & Conditions

If Dealer abides by all terms of this Agreement and is current on all payments and obligations to Northland Pet Supply Inc., Northland will supply Dealer in the regular course of its business, consistent with its standard credit policies, wholesale pricing structure, and subject to the availability of merchandise, all of which are subject to change without notice. Northland Pet Supply Inc. will use its best efforts to inform Dealer of any anticipated product supply shortages and anticipated pricing changes. Dealer shall conduct its business operations in compliance with all applicable federal, provincial, state, and local regulations and refrain from unethical, misleading, or deceptive advertising, promotion, or sales efforts. Dealer shall collect and remit all required sales and other taxes as required by law. At no time shall Dealer represent itself as an employee or direct agent of Northland Pet Supply Inc.. Northland Pet Supply Inc. and Dealer are independent contractors. Northland Pet Supply Inc. shall submit an invoice to Dealer prior to each shipment of Product ordered by Dealer. The invoice shall cover Dealer's cost for the Products in a given shipment plus any freight, taxes, and other applicable costs as agreed upon by the parties or required by law. All orders must be prepaid unless a credit application has been completed, reviewed, and approved by Northland Pet Supply Inc. In the event that credit terms are approved by Northland Pet Supply Inc. in writing, and granted to Dealer, Dealer agrees to abide by said credit / payment terms and to pay interest of 2% per month on all overdue balances. Dealer also agrees to pay all of Northland Pet Supply Inc.' costs and expenses (including reasonable collection costs) to enforce and preserve Northland Pet Supply Inc.' collection rights under this Agreement. Northland Pet Supply Inc. may accept or reject any order in whole or in part at its discretion.

Dealer agrees to abide by Northland Pet Supply Inc.'s, product return policies and procedures, as establish from time to time. Dealer shall inspect all shipments for damage immediately upon receipt and promptly report any damage discovered to Northland Pet Supply Inc.. Northland Pet Supply Inc. shall replace the damaged product or immediately refund Dealer's purchase price and associated shipping, at its sole discretion. Shipping damage reported after 15 days of delivery shall be replaced of refunded only at the discretion of Northland Pet Supply Inc. as the time period for reporting damage and filing related insurance claims with the freight carrier may have expired.

Dealer shall be solely responsible for, and shall indemnify and hold Northland Pet Supply Inc. free and harmless from, any and all claims, damages, or lawsuits (including attorney's fees) arising out of failure of any product purchased from Northland Pet Supply Inc., the acts or omissions of Dealer, its employees or agents, and from any claims or liabilities arising out of, or in connection to, any breach by the Dealer of its obligations under this Agreement, including, without limitation, any penalties, interest, attorney's fees and disbursements incurred by Northland Pet Supply Inc.

Northland Pet Supply Inc.' total liability under any cause of action arising under this Agreement shall not exceed the amounts received by Northland Pet Supply Inc. from Dealer under this Agreement in the transaction giving rise to the liability. In no event shall Northland Pet Supply Inc. have any liability to the Dealer or any third party, for any lost profits or costs of procurement of substitute goods or services, or for any other indirect, special, or consequential damages resulting from the use of the Products, or the failure of the Products to perform, or for any reason, or arising under any cause of action.

Northland Pet Supply Inc. may terminate this agreement at any time, for any reason. Upon termination of this Agreement for any reason, Northland Pet Supply Inc. shall not be liable to Dealer for, and Dealer expressly waives all rights to compensation, indemnities or damages of any kind, whether on account of the loss by Dealer of present or prospective profits, commissions, anticipated orders, expenditures, investments, or commitments made in connection with this Agreement, goodwill created, or on account of any other reason.

This Agreement and the application or interpretation of it shall be governed exclusively by the terms and by the laws of the Province of British Columbia and each party irrevocably attorns to the jurisdiction of the courts of the Province of British Columbia, without reference to conflict of laws principles.

Acceptance and Approval

Signing this application and agreement form indicates your acceptance of the terms and conditions as stated above.		Date:
Name of Authorized Representative:	FOR OFFICE USE ONLY	
Title:	Reviewed By:	Date Reviewed:
Signature:	Approved By:	Date Approved: