



## BASIC ORDERING AGREEMENT

THIS AGREEMENT (the "Agreement") is entered into on \_\_\_\_\_ ("Date"), by and between Grain Valley Dog Supply LLC, a limited liability company of the State of Missouri having a principal place of business at 301 N 1<sup>st</sup> Street, Bates City, Missouri 64011 ("GVDS") and \_\_\_\_\_ ("Dealer") having a principle place of business at \_\_\_\_\_ (Address). GVDS and Dealer may be referred to collectively herein as the "Parties."

- General.** All orders, purchases and transactions between GVDS and Dealer will be submitted and fulfilled under the framework and terms and conditions of this Agreement. This Agreement shall supersede any addition or contrary terms set forth in any Dealer purchase order or other similar document. GVDS' goals relative to alliances formed through this Agreement are: (a) exceptional overall dealer satisfaction (b) on-time and accurate product delivery (c) precise invoicing (d) superb technical support for products sold.
- Products, Prices, Ordering and Payment.** GVDS will provide Dealer a product list which as modified from time to time, will be the complete list of products available for purchase. Dealer acknowledges that all pricing set forth in the product list and in any supplementary or replacement product list will apply. GVDS shall have the right to change product availability and prices with reasonable notice to Dealer. Prices do not include taxes. Dealer shall pay any applicable taxes. Orders are subject to the terms, conditions and policies of sale, shipment and payment as established by GVDS and in effect at the time GVDS accepts the order. Past-due invoices are subject to an interest charge of 1.5% per month until paid in full. In the event of collection proceedings, Dealer will be responsible for all reasonable fees associated with such collection to include, but not limited to attorney fees, court fees, and filing fees.
- Acceptance.** At all times, GVDS shall have the right to accept, reject, or cancel one or more orders from the Dealer for any reason or no reason and allocate Products in such manner as GVDS deems advisable.
- Non-Disclosure.** Dealer acknowledges that pricing and/or other financial information is proprietary. Dealer agrees that it will not use such Information except for the purpose of making decisions in connection with ordering through GVDS. Dealer further agrees that it will not disclose such Information to its affiliates and third parties (including but not limited to manufacturers, dealers, distributors, attorneys, and assignees) for any purpose.
- Liability.** GVDS in no event shall be liable to Dealer for any damages, whether direct, indirect, incidental, consequential, punitive or otherwise, because of any failure to fill orders, delays in shipment or delivery, or any error which the cause thereof was not reasonably foreseeable or otherwise beyond GVDS' control.
- Relationship of the Parties.** The Parties acknowledge and agree that the relationship of Dealer to GVDS is that of an independent contractor. Nothing in this Agreement shall be construed to (i) constitute a party as principal or agent, legal representative, employer or employee, franchisor or franchisee, partner, joint venturer, or co-owner of the other; (ii) give either party the right to control or direct the daily activities of the other; or (iii) allow either party to create or assume any obligation on behalf of the other party for any purpose, or to represent to any person or entity that such party has any right or power to enter into any binding obligation on the other party's behalf.
- Severability of Agreement.** If any provision of this Agreement becomes or is found to be illegal or unenforceable for any reason, the remaining provisions of the Agreement shall remain in full force and effect.
- Venue.** This Agreement shall be governed by and interpreted under the laws of the State of Missouri without regard to that state's conflicts of law provisions. The parties agree that Missouri shall have exclusive jurisdiction, including in personam jurisdiction, and shall be the exclusive venue for any and all controversies and claims arising out of this Dealer/Distributor relationship, except as otherwise unanimously agreed by the parties.
- Term.** This Agreement shall commence on the Agreement Date and is perpetual, but may be terminated at any time by either party with or without cause with 30 days written notice to the other.

Dealer

By \_\_\_\_\_ (signature)

(emailed agreement is considered electronic signature)

Printed Name \_\_\_\_\_

Title \_\_\_\_\_

GVDS

  
\_\_\_\_\_  
Lara Maple – Owner, General Manager