

Purrs McBarkin', LLC is committed to the highest standards of product safety, regulatory compliance, and consumer protection. These requirements create a fair, transparent, and fully compliant environment for all vendors while safeguarding the health and wellbeing of pets and preserving the trust of Purrs McBarkin' customers.

Purrs McBarkin', LLC

Vendor Product Submission & Compliance Agreement

Hartsville, South Carolina

Purpose

This Agreement sets forth the mandatory legal, regulatory, and operational requirements governing the submission, evaluation, display, and potential sale of pet-related products and associated goods by vendors to Purrs McBarkin', LLC.

This Agreement enforces strict compliance standards and is not subject to informal exceptions, waivers, or verbal modification.

No product shall be reviewed, considered, accepted, displayed, marketed, or sold unless and until every condition contained herein has been fully satisfied in writing.

Section 1: Vendor Identification

- **Legal Business Name:** _____
 - **DBA (if applicable):** _____
 - **Business Address:** _____
 - **City / State / Zip:** _____
 - **Phone Number:** _____
 - **Email Address:** _____
 - **Website / Social Media:** _____
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Section 2: Mandatory Tax, Legal, and Insurance Documentation

Vendor shall submit the following in full as a condition precedent to any review, consideration, or engagement:

- **Completed and signed IRS Form W-9**
- **Employer Identification Number (EIN) or SSN (as applicable)**
- **Valid State and/or Local Business License**
- **Sales and Use Tax License / Permit (if applicable)**
- **Current Commercial Feed License and annual product registration certificate(s) issued by the South Carolina Department of Agriculture (SCDA), or equivalent authority, for any ingestible pet product**
- **Certificate of Insurance evidencing commercial general liability and product liability coverage**

Insurance Requirements:

Vendor shall maintain insurance with minimum limits of \$2,000,000 per occurrence and \$4,000,000 aggregate, naming Purrs McBarkin', LLC as an additional insured on a primary and non-contributory basis, with not less than thirty (30) days' prior written notice of cancellation or material change.

Vendor shall maintain such insurance throughout any business relationship and for a period of two (2) years thereafter, and shall provide updated certificates upon renewal or request.

Non-Negotiable Condition:

No financial transaction of any kind, including cash, credit, debit, consignment, referral, or otherwise, shall occur without complete and verified documentation on file.

Section 3: Product Disclosure and Traceability

Vendor shall provide full, accurate, and complete disclosure for all submitted products:

- **Product Name(s):** _____
 - **Product Category:** _____
 - **Detailed Description:** _____
 - **Full Ingredient List or Material Composition (if applicable):** _____
 - **UPC / SKU and Batch or Lot Codes (for traceability and recall readiness):**

 - **Country of Origin / Manufacture:** _____
 - **Wholesale Pricing Structure:** _____
 - **Suggested Retail Pricing:** _____
 - **Safety Data Sheets (SDS/MSDS), if applicable**
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Section 4: Regulatory Compliance, Representations, and Warranties

Vendor represents and warrants, on a continuing basis, that:

- **All products comply with all applicable federal, state, and local laws and regulations**
- **All labeling, packaging, and marketing claims are accurate, lawful, and not misleading**
- **Products are safe, merchantable, fit for intended use, and free from defects, hazards, adulteration, or contamination**
- **All ingestible products comply with applicable SCDA requirements and AAFCO Model Regulations where applicable**
- **No product infringes upon any intellectual property rights of any third party**
- **No adulterated, restricted, or prohibited substances are present**

Vendor shall immediately notify Purrs McBarkin', LLC in writing of any change, issue, or potential violation affecting compliance.

Section 5: Financial Terms, Pricing Control, and Risk of Loss

- **Submission or approval creates no purchase agreement, consignment relationship, or guarantee of business**
- **No minimum order, exclusivity, or future commitment is implied**
- **All financial, delivery, and transactional terms must be established in a separate written agreement**

Control of Commerce:

Purrs McBarkin', LLC retains exclusive control over retail pricing, payment methods, point-of-sale handling, and merchandising.

No Guarantee:

Purrs McBarkin', LLC makes no representation or guarantee regarding product sales, shelf life, display duration, or customer demand.

Risk of Loss:

Risk of loss remains with Vendor until products are formally accepted in writing by Purrs McBarkin', LLC.

No Consignment:

No consignment arrangement shall exist unless expressly set forth in a separate written agreement.

Section 6: Liability, Indemnification, and Duty to Defend

Vendor shall defend, indemnify, and hold harmless Purrs McBarkin', LLC, its officers, employees, affiliates, and successors from any and all claims, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising from or related to:

- **Product defects, misuse, misrepresentation, or regulatory noncompliance**
- **Injury, illness, or death to pets or humans**
- **Property damage or economic loss**
- **Regulatory action or enforcement**
- **Breach of any representation or warranty**

- **Intellectual property infringement**

Duty to Defend:

Vendor's duty to defend shall be immediate upon notice of any claim and shall exist independently of the duty to indemnify.

Section 7: Recall, Safety, and Incident Reporting

Vendor shall:

- **Notify Purrs McBarkin', LLC within twenty-four (24) hours of any recall, safety alert, adverse event, complaint, or regulatory inquiry**
 - **Assume full responsibility for recall execution, logistics, notifications, customer communication, and all associated costs**
 - **Reimburse Purrs McBarkin', LLC for all related expenses, including removal, lost inventory, refunds, and disposal**
 - **Fully cooperate in any investigation or corrective action**
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Section 8: Returns, Defects, and Quality Control

Vendor is responsible for all defective, unsafe, non-compliant, or recalled products and shall provide replacement, credit, or refund at no cost to Purrs McBarkin', LLC.

Purrs McBarkin', LLC retains sole discretion regarding product suitability, quality, and continued placement.

Section 9: Display, Merchandising, and Store Control

All decisions regarding product placement, display, merchandising, and store operations shall remain at the sole discretion of Purrs McBarkin', LLC.

Vendor shall not alter, interfere with, or access displays without prior written approval.

Section 10: Absolute Right of Refusal and Removal

Purrs McBarkin', LLC reserves the unrestricted and absolute right to refuse any submission, deny approval, remove products, or terminate any relationship at any time, for any reason or no reason, without notice, explanation, liability, or obligation of any kind.

Section 11: Non-Exclusivity

No exclusivity is granted or implied. Purrs McBarkin', LLC may sell or display competing or similar products at its sole discretion.

Section 12: Confidentiality

Vendor shall maintain the confidentiality of all non-public information received from Purrs McBarkin', LLC and shall not disclose or use such information except as necessary to fulfill obligations under this Agreement.

Section 13: Submission Requirements and Condition Precedent

All required documentation must be submitted in full at the time of submission.

Incomplete, inaccurate, or unverifiable submissions shall not be reviewed, processed, or retained.

Condition Precedent:

No product shall be accepted, displayed, or sold until:

1. All documentation has been received and verified
2. Internal due diligence has been completed
3. Written approval has been issued by Purrs McBarkin', LLC

Submission confers no rights, approval, or expectation of acceptance.

Section 14: Due Diligence, Disqualification, and Audit Rights

Purrs McBarkin', LLC may verify all submitted information, request additional documentation, conduct compliance audits upon reasonable notice, and reject any submission at its sole discretion.

Automatic disqualification applies to incomplete, false, misleading, or non-compliant submissions.

Section 15: Termination and Retrieval of Goods

Upon termination, removal, or expiration, Vendor shall retrieve all products within fifteen (15) days at Vendor's sole expense.

Failure to do so shall result in classification as abandoned property.

Section 16: Abandoned Property

Products not retrieved within thirty (30) days after notice or termination shall be deemed abandoned and may be disposed of, sold, or otherwise handled at the sole discretion of Purrs McBarkin', LLC without liability, compensation, or accounting to Vendor.

Section 17: Governing Law and Venue

This Agreement shall be governed exclusively by the laws of the State of South Carolina.

All disputes shall be resolved exclusively in the courts of Darlington County, South Carolina.

Section 18: No Oral Modifications; Severability; No Waiver; Electronic Signatures

No amendment or modification shall be valid unless in writing and signed by Purrs McBarkin', LLC.

If any provision is deemed invalid, the remaining provisions shall remain in full force.

Failure to enforce any provision shall not constitute a waiver.

Electronic signatures shall be valid and enforceable.

Section 19: Assignment

Vendor may not assign or transfer any rights or obligations under this Agreement without prior written consent from Purrs McBarkin', LLC.

Section 20: Survival

All representations, warranties, indemnification obligations, defense obligations, recall responsibilities, reimbursement obligations, confidentiality obligations, and post-termination provisions shall survive termination or expiration of this Agreement.

Section 21: Limitation of Liability

To the fullest extent permitted by law, Purrs McBarkin', LLC shall not be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profits, business interruption, or reputational harm.

Section 22: Vendor Conduct

Vendor shall conduct all interactions in a professional and lawful manner. Conduct deemed disruptive, inappropriate, or inconsistent with business standards may result in immediate termination.

Section 23: Right to Update Requirements

Purrs McBarkin', LLC reserves the right to modify or update submission requirements and compliance standards at any time. Continued participation is contingent upon compliance with current requirements.

Section 24: Acknowledgment and Binding Agreement

By signing below, Vendor acknowledges and agrees that:

- All information provided is accurate and complete
 - All terms have been read, understood, and accepted
 - Compliance is mandatory and ongoing
 - Approval is discretionary and not guaranteed
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Vendor Name (Printed): _____

Vendor Signature: _____

Date: _____

Purrs McBarkin', LLC Representative: _____

Signature: _____

Date: _____

Operational Statement

Purrs McBarkin', LLC operates in full compliance with all applicable tax, product safety, and regulatory standards. No product enters the store ecosystem without verified documentation. This standard protects customers, compliant vendors, and the integrity of the business.

