

Valley Vet Terms of Sale

1. Sale and Purchase of Goods

Valley Veterinary Clinic, Ltd., d/b/a Valley Vet Supply ("Valley Vet," "us," "our," "we," or "Seller") agrees to sell, and you ("you," "your," or "Buyer") agree to purchase goods of the description and quantity described on the checkout window (Checkout) on the Valley Vet Supply, Valley Vet Pharmacy, and Valley Naturals websites (collectively, the Site) and incorporated in this agreement by reference (Goods) on the terms and conditions set forth in this agreement (Terms of Sale or Agreement). These Terms of Sale will apply to any future purchases made on your account, unless we notify you that the Terms of Sale have changed.

2. Purchase Price

You agree to pay the Purchase Price of the Goods as posted on the Site. You agree that prices and availability of products and services are subject to change without notice. Errors will be corrected where discovered, and we reserve the right to revoke any stated offer and to correct any errors, inaccuracies, or omissions, including after an order has been submitted, and whether or not the order has been confirmed or your credit or debit card has been charged. If your credit or debit card has been charged for the purchase and your order is canceled, we will issue a credit to your credit or debit card account in the amount of the charge. Individual bank policies will determine when this amount is credited to your account. If you are not fully satisfied with your purchase, you may return it in accordance with our return policy. Your receipt of an electronic or other form of order confirmation from us does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. We reserve the right to accept or decline your order for any reason at any time after receipt of your order.

3. Payment Terms

The total amount of the Purchase Price shall be payable in full by you upon completion of the purchase at Checkout. Any portion of the Purchase Price that is unpaid upon completion of the purchase at Checkout shall be considered overdue. All amounts past due are subject to a late charge of the lesser of one and one-half percent (1 1/2%) per month (eighteen percent (18%) per year), or the highest lawful rate. In addition, we shall have the right to pursue any

remedies available at law or as provided in this Agreement, and shall be entitled to reimbursement from you for our costs of collection, including attorney fees and costs of court.

4. Delivery

Unless otherwise agreed in writing, delivery of the Goods will be made in accordance with our shipping policy in effect on the date of shipment. Delivery dates provided by us are estimates only. We will make reasonable efforts to deliver the Goods in accordance with such dates, but we will not be liable for failure to deliver as estimated. Unless otherwise agreed in writing by us, Goods shall be packaged according to our standards and practices in effect on the date of shipment.

We will not be liable for any failure to make timely delivery of the Goods, whether the failure or delay was within our control; within the control of the manufacturer of the Goods; within the control of a commercial delivery service; or was a circumstance beyond the reasonable control of any such parties.

5. Limited Warranty

Our only warranty is that if you are not satisfied with any product you order from Valley Vet, you may return it in new condition within 30 days for replacement or refund. Special order items, drop-ship items, and custom merchandise may not be returnable, or may be subject to a restocking fee, at our discretion. Shipping charges, books, videos, CD's, DVD's, software, prescription drugs, ultrasound instruments, and vaccines are not eligible for return or refund.

6. Disclaimer of Warranties

EXCEPT AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, THE GOODS ARE SOLD AS IS AND AS AVAILABLE, WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. THE GOODS ARE SOLD TO YOU WITHOUT WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, COMPLETENESS, AVAILABILITY, PERFORMANCE, OR TIMELINESS OF SHIPMENT OR DELIVERY. Applicable law may not allow the exclusion of implied warranties, so some or all of these disclaimers may not apply to you.

VALLEY VET DISCLAIMS ANY WARRANTIES OF NON-INFRINGEMENT WITH RESPECT TO THE GOODS, AND VALLEY VET HAS NO DUTY TO DEFEND,

INDEMNIFY, OR HOLD YOU HARMLESS FROM ANY DAMAGES OR COSTS INCURRED BY YOU RELATED TO THE ALLEGED INFRINGEMENT OF PATENTS OR TRADEMARKS, OR VIOLATION OF COPYRIGHTS BY THE GOODS.

7. Limitation of Liability

TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, UNDER NO CIRCUMSTANCES SHALL VALLEY VET BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, OR INDIRECT DAMAGES OF ANY KIND RELATED TO THE SALE AND DELIVERY OF THE GOODS, OR FOR ANY DAMAGES RESULTING FROM YOUR LOSS OF PRIVACY, LOSS OF CREDIT, STOLEN IDENTITY, OR BREACH OF CONFIDENTIALITY OF PERSONAL OR OTHER INFORMATION YOU PROVIDE TO US, WHETHER THE CLAIM IS BASED IN CONTRACT, NEGLIGENCE, STATUTE, PRODUCT LIABILITY, OR OTHER LEGAL BASIS FOR LIABILITY. Applicable law may not allow this limitation of liability, so it may not apply to you.

IF, DESPITE THE LIMITATIONS ABOVE, VALLEY VET IS FOUND LIABLE FOR ANY LOSS OR DAMAGE RELATED TO THE SALE AND DELIVERY OF THE GOODS, THE LIABILITY OF VALLEY VET WILL NOT EXCEED ONE THOUSAND DOLLARS (\$1,000), WHETHER THE CLAIM IS BASED IN CONTRACT, NEGLIGENCE, STATUTE, PRODUCT LIABILITY, OR OTHER LEGAL BASIS FOR LIABILITY.

8. Indemnification

You agree to indemnify, defend, and hold harmless Valley Vet and its affiliates, officers, directors, owners, agents, information providers, licensors, and licensees from any liabilities and costs incurred in connection with any claim arising from your purchase and use of the Goods, or your breach of these Terms of Sale. You agree to cooperate with us in the defense of any such claim. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter subject to indemnification by you under these Terms of Sale. Applicable law may not allow for such indemnification, so this requirement may not apply to you.

9. Governing Law and Jurisdiction

The Site (excluding any linked sites) is controlled by Valley Vet from our offices in the state of Kansas, in the United States of America. It can be accessed from all 50 states, as well as from other countries around the world. As each of these places has laws that may differ from those of Kansas, by accessing the Site, and completing a transaction for the purchase and sale of Goods, you and Valley Vet agree that the statutes and laws of the state of Kansas, without regard to the related conflicts of laws principles and the United Nations Convention on the International Sales of Goods, will apply to all matters relating to the use of the Site and the purchase of products and services available through the Site. You and Valley Vet agree and submit to the exclusive personal jurisdiction and venue of any court of competent jurisdiction within the state of Kansas with respect to such matters.

10. Jury Trial and Class Action Waiver: Binding Arbitration

To the fullest extent permitted by law, you waive the right to a trial by jury with respect to any dispute or claim arising out of or relating to these Terms of Sale and your use of the Site. You further agree that any and all disputes, claims, or controversies between you and us shall be resolved on an individual basis, without resort to any form of class action, and shall not be consolidated with the claims of any other parties. Your waiver of the right to bring any dispute or claim as a class action shall not be deemed unenforceable, even if the governing state law would otherwise permit the action to be filed and prosecuted as a class action.

Any dispute or claim relating in any way to your purchase of Goods from Valley Vet, including your use of the Site, any related communication with Valley Vet, information you provide to Valley Vet, and products or services sold or distributed by Valley Vet, will be resolved by binding arbitration, rather than in court, except that you may assert an individual action in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law apply to this agreement.

There is no judge or jury in arbitration, and court review of an arbitration award is limited. However, an arbitrator can award on an individual basis the same damages and relief as a court (including injunctive and declaratory relief or statutory damages), and must follow the terms of these Terms of Sale as a court would. The arbitration will be conducted by the American Arbitration Association (AAA) under its Consumer Arbitration Rules. Payment of all filing, administration, and arbitrator fees will be governed by the AAA's rules. The arbitration will be conducted in Kansas City, Kansas or Kansas City, Missouri. Prior to initiating any

arbitration, the initiating party will give the other party at least 60-days advance written notice of its intent to file for arbitration. Valley Vet may provide such notice by e-mail to your e-mail address on file with us, and you must provide such notice by e-mail to service@valleyvet.com.

You and Valley Vet agree that any dispute resolution proceedings will be conducted only on an individual basis, and not in a class, consolidated, or representative action. If for any reason a claim proceeds in court rather than in arbitration, you and Valley Vet waive any right to a jury trial. You and Valley Vet agree that either party may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

The AAA Consumer Arbitration Rules are available online at <http://www.adr.org>, or by calling the AAA at 1-800-778-7879. AAA and the parties must comply with the following rules: (a) for any claim where the total amount in controversy is less than \$10,000 (ten thousand US dollars), the arbitration shall be conducted by telephone, online, or be based solely on written submissions, and the specific manner shall be chosen by the party initiating the arbitration; (b) the arbitration shall be conducted by an arbitrator in Kansas City, Kansas or Kansas City, Missouri who is approved or otherwise affiliated with the AAA; (c) the arbitrator may award monetary damages, injunctive, or declaratory relief only in favor of the individual party seeking relief, and only to the extent necessary to provide relief warranted by that party's individual claim; (d) unless otherwise mutually agreed by the parties in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding; and (e) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If subparagraph (d) above is found to be unenforceable, this mandatory arbitration provision shall be null and void, but the jury trial and class action waiver provisions will remain in effect.

You and Valley Vet agree that only the courts and not the arbitrator can decide issues relating to the construction, application, scope, and enforcement of this "Jury Trial and Class Action Waiver: Binding Arbitration" section—including questions of arbitrability of any and all claims and issues, and all procedural issues. You and Valley Vet agree that these Terms of Sale will supersede any conflicting provisions in the AAA Consumer Arbitration Rules, or any other applicable rules.

YOU UNDERSTAND AND AGREE THAT, BY AGREEING TO THESE TERMS OF SALE, YOU AND VALLEY VET ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION WITH RESPECT TO THE CLAIMS COVERED BY THIS MANDATORY ARBITRATION PROVISION. ANY AND ALL PROCEEDINGS TO RESOLVE CLAIMS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, OR REPRESENTATIVE ACTION.

All claims you bring against us must be resolved in accordance with this “Jury Trial and Class Action Waiver: Binding Arbitration” section. All claims filed or brought contrary to this “Jury Trial and Class Action Waiver: Binding Arbitration” section shall be considered improperly filed and void. If you file a claim contrary to this “Jury Trial and Class Action Waiver: Binding Arbitration” section, Valley Vet may recover attorney fees and costs up to \$2,500, if Valley Vet has notified you in writing of the improperly-filed claim, and you have failed to promptly withdraw the claim.

11. Other

Except as otherwise provided in these Terms of Sale, if any provision of these Terms of Sale is held to be unlawful, void, or unenforceable, that provision shall be deemed severable, and shall not affect the validity and enforceability of any remaining provisions. This is the entire agreement between the parties regarding the subject matter. Any failure or delay on our part in enforcing our rights under these Terms of Sale shall not be considered a waiver of our rights. These Terms of Sale will be enforceable by our successors and assignees.