



MARS SHELTER PROGRAM NEW ACCOUNT APPLICATION

The following forms are included with this application. They must be fully completed and signed.

1. Customer Account Setup Form (Must be signed by owner, executive, controller)
2. Credit Application & Personal Guarantee Form (Must be signed by business owner if applying for line of credit)
3. In addition, include a copy of original resale or tax exemption certificate.

These required items must be in our possession and on file before an account can be opened and activated for ordering.

Central Pet General Business Conditions

Central Pet Distribution is a wholesale distributor of pet products. We do not sell directly to consumers or non-retail/reseller outlets. By submitting this form, you are inquiring about the possibility of establishing a wholesale account with Central Pet Distribution, which will require minimum order and annual sales volume commitments. The new account inquiry review may take from 5 to 7 business days to complete, and this submission does not ensure that a wholesale account will be approved. Central Pet does not honor one-time purchase requests.

Completed applications and supporting documents should be sent to the following:

Amy Berrington aberrington@central.com
Caroline Laxton caroline.laxton@effem.com
MaryBart Houston marybart.houston@effem.com

Thanks for your interest in Central Pet. We look forward to doing business with you!



CUSTOMER ACCOUNT SETUP FORM

Business Information

Legal Business Name:	_____	Date (m/d/yyyy):	_____
DBA (if applicable):	_____	Organization Type: Proprietorship	<input type="checkbox"/>
Business Street Address:	_____	Partnership	<input type="checkbox"/>
County:	_____	Corporation	<input type="checkbox"/>
City, State, Zip:	_____	LLC	<input type="checkbox"/>
Country (if outside US):	_____	State of Organization:	_____
Name of Owner(s):	_____	Date of Formation:	_____
Federal Tax ID:	_____	Telephone #:	_____
Sales Tax Exemption Certificate #:	_____	Mobile Phone #:	_____
Social Security # (Proprietorship):	_____	Fax #:	_____
		Email:	_____

Include your State Reseller's Tax Certificate made out to Central Garden & Pet Company or invoicing to you may be taxed

Business Summary

Kind of business:	_____	If "Other", please describe:	_____
Store Hours:	_____ to _____	Store Contact Name:	_____
Est. Monthly Purchases:	\$ _____	Store Sq. Footage:	_____

☐ **BILL TO**
Same as Above

☐ **SHIP TO**
Same as Above

Name:	_____	Name:	_____
Street:	_____	Street:	_____
County:	_____	County:	_____
City, State Zip:	_____	City, State Zip:	_____
Country (if outside US):	_____	Country (if outside US):	_____
A/P Contact:	_____	Contact Person:	_____
Email:	_____	Email:	_____
Telephone:	_____	Telephone:	_____
Fax:	_____	Fax:	_____

Billing and Payment Information

Preferred Billing Method: Email ☐ EDI ☐ With Delivery ☐

Requested Terms: Charged on Delivery ☐ Collected on Delivery ☐ Due Upon Receipt ☐ Line of Credit ☐ Preferred Payment Method: Credit Card ☐ Debit Card ☐

ACH-Customer Initiated ☐ Paper Check ☐ (no draw option) ☐ (by USPS or at time of delivery) ☐

* If Line of Credit is selected for the requested terms, you must fill out Credit Application and Personal Guarantee on next page.

** We impose a surcharge on credit card payments that is not greater than our cost of acceptance.

A Finance Charge of 1 ½% per month (APR 18%) will be charged on all past due balances. In the event legal/We agree that the prevailing party will be entitled to reasonable attorney's fees and/or collection fees as incurred. This authorizes Central Pet to obtain Credit & Financial Information concerning the applicants.

Signature: _____ Date(m/d/yyyy): _____
Title: _____



Customer Credit Application

In addition to the Customer Information Form:

DUNS#: _____			
Banking Information			
Name: _____	Telephone: _____		
Street: _____	Account No _____		
City: _____	Email: _____		
State, ZIP: _____	Fax: _____		
Contact Name: _____			
Credit References Names and address of vendors with whom you are currently doing business. All fields required.			
Company Name: _____	Telephone: _____	Account No: _____	
Street: _____	Email: _____		
City: _____	Fax: _____		
State: _____			
ZIP: _____			
Company Name: _____	Telephone: _____		
Street: _____	Account No: _____		
City: _____	Email: _____		
State: _____	Fax: _____		
ZIP: _____			
Company Name: _____	Telephone: _____		
Street: _____	Account No: _____		
City: _____	Email: _____		
State: _____	Fax: _____		
ZIP: _____			

Continued on Next Page

Credit Application (continued)

Financial Statement - Complete the attached form or provide a copy of your latest financial statements.

The undersigned hereby certifies that the information given on this application is true and correct. Central Garden & Pet Company, it's divisions, subsidiaries, and affiliates, collectively referred to herein as "Seller", is hereby authorized to investigate the above referenced applicant, principals, and/or owners and to contact all trade and bank references herein provided. The trade and bank references are authorized to cooperate fully with all Seller inquiries. Seller reserves the right to not extend credit to any applicant for any reason. If credit is provided, unless otherwise agreed in writing by authorized Seller personnel, the payment terms of sale are Net 30 days from invoice date.

Seller reserves the right to charge an administrative services fee of 1.5% per month, or the highest legal rate, whichever is less, for all invoices not paid when due. The undersigned shall pay all collection expenses, attorney fees, and court cost that are incurred by Seller to collect any monies due to Seller.

Subject to the limitation of liability herein set forth, Seller warrants that the goods sold are as described on the container or label. Liability on this warranty is limited to the replacement of the goods or refund of purchase price. In no event shall Seller be liable for any other amounts, including without limitation any consequential, incidental, or special damages (such as lost profits) whether such loss results from the breach of the foregoing warranty, from any other breach by Seller, or from any other cause. Seller makes no other warranty whether expressed or implied, including without limitation any warranty of merchantability or fitness for a particular purpose. The goods are sold at the price quoted upon the condition that the above disclaimer of warranty and the limitation of damages are part of the basis of the bargain.

Security Interest: The undersigned and any direct or indirect owner, parent, subsidiary or affiliate of the undersigned (collectively, the "Debtor") grants to Central Garden & Pet Company, its divisions, subsidiaries, and affiliates (collectively, "Central") a purchase money security interest in, and assigns, mortgages, and pledges to Central all of its right, title and interest in and to, the Collateral (defined below) to secure the payment and performance in full of all existing and future debts, liabilities, and other obligations of Debtor to Central, however arising, including, but not limited to, all such debts, liabilities or other obligations, whether matured or unmatured, direct or indirect, primary or secondary, joint or several, absolute or contingent, evidenced by a writing or not, otherwise secured or unsecured, and regardless of whether any such debt, liability or other obligation may, prior to its transfer or assignment to Central, have been payable to or in favor of some third party or have been acquired by Central in a transaction with one other than Debtor, including all expenditures of any nature made by Central to preserve the Collateral or enforce this Agreement (collectively, the "Obligations"). Debtor agrees that this Security Agreement (this "Agreement") shall be construed and interpreted in a manner most likely to result in enforcement of the foregoing purchase money security interest pursuant to applicable law; provided, however if any court or other decision-making body of competent authority and jurisdiction shall deem the foregoing security interest to be unenforceable as a purchase money security interest, said security interest shall remain enforceable as a general security interest. "Collateral" is defined as (a) all inventory now owned or hereafter acquired and held for sale or lease or furnished or to be furnished under contracts of service or consumed in Debtor's business, including stock-in-trade, work-in-progress, and raw materials, manufactured by or on behalf of Central, sold or advanced to Debtor by or on behalf of Central, or otherwise made available to Debtor by or on behalf of Central, in any case following the date of this Agreement ("Purchase Money Inventory"); (b) all monies, accounts, accounts receivable, contract rights, chattel paper, general intangibles, notes, drafts, acceptances, and other forms of obligations, receivables and other rights to the payment of money, now due or to become due under contracts now existing or hereafter to be created from the sale or other disposition of Purchase Money Inventory ("Purchase Money Receivables"); (c) all proceeds from Purchase Money Inventory and Purchase Money Receivables; (d) all of Debtor's right, title, and interest in the goods or other property giving rise to the Purchase Money Receivables and all rights of Debtor as an unpaid vendor with respect to such goods or other property, including without limitation all goods from Purchase Money Inventory which may be returned to or repossessed by Debtor; and (e) all security interests and other agreements securing the payment of Purchase Money Receivables. Without limiting the foregoing, "Collateral" shall also include (a) all property of Debtor in the possession of Central from time to time; (b) all sums that may be owing to Debtor from Central from time to time; (c) all monies and other property collected or received by Debtor from the sale of goods consigned or otherwise placed in the possession of Debtor by Central or from the sale of goods made by Debtor as agent of Central (which Central claims as its property); and (d) all records of Debtor relating to any and all Collateral.

Authorizations: Debtor is authorized and agrees to collect Purchase Money Receivables, to enforce such security as Debtor may hold for the payment thereof, and to pay over the proceeds of Purchase Money Receivables to Central in accordance with any agreement between Debtor and Central relating to the financing of Purchase Money Receivables collected. Whether an Event of Default (as defined below) shall have occurred or not, Debtor authorizes Central to do any of the following for itself or on behalf of Debtor: (a) contact any account debtor to verify the existence of an account and its status; (b) notify and direct the account debtor of any and all Purchase Money Receivables to make payment directly to Central; (c) receive such payments and apply them in satisfaction of any Obligation secured hereby; (d) after notice to Debtor, to settle, adjust or compromise any dispute with respect to any Purchase Money Receivable; (e) endorse on behalf of Debtor checks, notes, drafts, money orders, instruments or other evidences of payment; (f) make claim for, to negotiate settlement of claims for, to receive payment for, and to execute any document, draft, check, release or instrument in connection with loss, theft or damage of Collateral covered by any insurance policy; (g) take physical possession of Debtor's records pertaining to Purchase Money Receivables; (h) receive and open mail addressed to Debtor; and (i) discharge taxes, liens, security interests and other encumbrances against Collateral, and pay amounts to preserve Collateral (in which case Debtor shall reimburse Central for all such amounts). The following constitute "Events of Default" under this Agreement: (a) Debtor fails to pay when due any sum owed to Central; (b) Debtor fails to observe or perform any other Obligation to be observed or performed by Debtor under this Agreement or any other agreement by which Debtor is bound to Central, whether any such agreement is now existing or made hereafter; (c) Debtor fails to pay when due any indebtedness due any third party, perform any obligation due a third party, or shall be in default under any agreement between Debtor and a third party; (d) any representation or warranty made by Debtor to Central or any financial statement or certificate furnished by Debtor to Central is incorrect or incomplete in any material respect; (e) death or disability of any guarantor of Debtor's obligations to Central; (f) dissolution, liquidation, merger or consolidation of Debtor, transfer of all or a substantial portion of its property, or transfer of all or a majority of the ownership of Debtor; (g) Debtor or any guarantor of Debtor's obligations to Central shall: suspend business or become insolvent; fail or be unable to pay its debts as they mature; commence or consent to the commencement of any bankruptcy, reorganization, arrangement, receivership or liquidation proceeding or any proceeding for the appointment of a custodian, receiver, liquidator, trustee, or other officer with similar powers over Debtor or over any substantial part of Debtor's property, or suffer the filing of a petition for any such proceeding which remains undismissed for more than thirty (30) days; take corporation action for the purpose of any of the foregoing; or be adjudicated a bankrupt; (h) the Collateral shall be seized, garnished or levied under a writ or process of court; (i) any event which results in the acceleration of any indebtedness of Debtor to any third party or parties under any undertaking by Debtor of any kind; and (j) any change in Debtor's financial condition or means or ability to pay deemed by Central to be adverse, or the occurrence of any event as a result of which Central deems itself insecure. Debtor hereby irrevocably appoints Central as Debtor's agent and attorney in fact to do all acts authorized in this Agreement. Debtor agrees to do all things necessary or convenient to carry into effect the provisions of this Agreement and to facilitate the collection of Purchase Money Receivables. Debtor agrees upon demand to notify the account debtors on Purchase Money Receivables of the assignment thereof. Unless and until an Event of Default occurs, Debtor is authorized to sell Purchase Money Inventory in the ordinary course of its business. Debtor shall not sell or otherwise dispose of Purchase Money Inventory or other Collateral except in the ordinary course of business. Debtor hereby irrevocably authorizes Central to do any of the following so long as this Agreement remains in effect or any Obligations remain outstanding: (a) search public records and otherwise investigate all outstanding claims, liens, and encumbrances on or against the Collateral or Debtor, together with any and all security interests related thereto; (b) notify existing secured creditors in writing as to the security interests granted hereby and request information from such creditors; and (c) file one or more Uniform Commercial Code Financing Statements (and renewals thereof) against Debtor, covering all or any portion of Collateral, with such governmental offices as may be desired by Central, including without limitation with the Secretary of State of the state in which Debtor is organized or a resident. Debtor hereby authorizes its secured and unsecured creditors to provide information requested by Central. Debtor shall execute any and all agreements, instruments, and documents requested by Central to confirm, perfect, or otherwise evidence the security interests and rights given to Central pursuant to this Agreement. No termination or cancellation statement or other satisfaction document for any filing or recording made in connection herewith need be filed by Central until following written request from Debtor, and Central shall have no obligation to file any such termination or cancellation so long as any Obligations remain outstanding.

Covenants: So long as any Obligation remains unpaid or unperformed: (a) Debtor shall keep accurate and complete books and records of Collateral and transactions related thereto. Debtor agrees to furnish Central such information and to permit Central to inspect such books and records as Central may from time to time reasonably request. Debtor agrees to prepare and furnish schedules of Collateral (including without limitation Purchase Money Receivables) on the form and at the intervals required by Central. (b) Debtor shall (i) maintain public liability insurance and fire and extended coverage insurance with limits not less than the full replacement value of all Purchase Money Inventory; (ii) have Central named as an additional insured or loss payee (as the case may be) on all such insurance policies; (iii) furnish Central such evidence of insurance as Central may from time to time request; and (iv) notify Central if any such insurance is cancelled or modified. (c) Debtor shall notify Central thirty (30) calendar days prior to any change in the location of any place of business, including, but not limited to, places of business where Collateral owned by Debtor is stored, or of the establishment of any new, or the discontinuance of any existing, place of business. (d) Debtor shall notify Central immediately if Debtor becomes aware of the occurrence of any Event of Default of any condition or event that with the giving of notice or the passage of time, or both, would become an Event of Default. (e) Debtor shall pay when due all federal, state and local taxes, assessments and other governmental charges owed with respect to its business or property. Debtor shall keep all Collateral free and clear of all liens, security interests, and encumbrances. (f) Debtor shall pay or to reimburse Central for all costs and expenses incurred or paid by Central in perfecting, preserving or enforcing its rights and remedies under this Agreement (including without limitation attorneys' fees and costs) together with interest thereon at the higher of eighteen percent (18%) per annum or at the highest legally permissible rate from the date of such costs or expenses until paid. Such costs and expenses include, but are not limited to: (i) any filing fee or expenses or filing any financing statement or instrument necessary to perfect the security interest of Central or to establish the priority thereof; or (ii) to the extent permitted bylaw, reasonable attorneys' fees to collect any debt due by Debtor to Central or to enforce any obligation of Debtor to Central. (g) Debtor shall notify Central immediately in the event Debtor receives any note, trade acceptance, draft or other instrument or any due bill, I.O.U. or other similar document with respect to or in payment of any account arising from the sale or other disposition of Collateral, and, upon request of Central, to endorse or assign and to deliver the same to Central. (h) Debtor shall execute and deliver to Central such additional instruments and to take such other action and provide such additional information as Central may reasonably require to carry out the terms of this Agreement and be informed of Debtor's financial condition and affairs. (i)

Continued on next page

Credit Application (continued)

Representations and Warranties/ Indemnity: Debtor represents and warrants the following to Central, which representations and warranties are deemed remade in their entirety each time Central advances goods or credit to Debtor, and which representations and warranties shall survive the termination or expiration of this Agreement: (a) Debtor has good and valuable title to all Collateral, free and clear of all liens and encumbrances other than those filed with the Secretary of State of the state in which Debtor is organized or a resident; (b) Debtor has full power and authority to enter into this Agreement, and when executed this Agreement shall be valid and binding on Debtor in accordance with its terms; (c) nothing contained herein will conflict with, or create any default under, any law, agreement or understanding to which Debtor is a party or otherwise subject (including without limitation Debtor's organizational documents if Debtor is a business entity); (d) no debtor or creditor of debtor has any defense, setoff, claim or counterclaim against Debtor that can be asserted against Central; (e) Debtor has no undisclosed knowledge of any circumstance or condition with respect to Collateral that would or could reasonably be expected to have a material adverse effect on the value of Collateral; (f) each account which constitutes a portion of the Collateral is a valid obligation, enforceable in accordance with its terms; and (g) all chattel paper and other documents with constitute Collateral are valid and genuine. Debtor shall defend, indemnify, and hold Central harmless from and against any and all claims, losses, expenses, and damages incurred by or threatened against Central (including without limitation attorneys' fees and costs) directly or indirectly arising from (a) Debtor's failure to meet or perform any Obligations; (b) the breach, untruth, or inaccuracy of any representation, warranty, covenant, or other provision of this Agreement; or (c) any act or omission of Debtor or any of its owners, officers, directors, agents, affiliates, subsidiaries, successors or assigns. Central shall have the right to appoint counsel and no claims against Central shall be settled or compromised without Central's written consent. The foregoing indemnity obligation shall survive the termination or expiration of this Agreement.

Default: Upon the occurrence of any Event of Default, Central shall have all remedies of a secured creditor provided by law and in this Agreement. Central's rights and remedies are cumulative, and the specific rights and remedies provided in this Agreement shall not limit the rights or remedies otherwise available to Central. Without limiting the foregoing, Debtor acknowledges and agrees that if for any reason the purchase money security interest granted hereby is deemed unenforceable for any reason, the general security interest granted hereby shall nevertheless remain in full force and effect. If an Event of Default occurs and is continuing, then all amounts due or to become due to Central shall, at the option of Central and without notice or demand, accelerate and become immediately due and payable. If an Event of Default occurs and is continuing, Debtor shall assemble and make available to Central all Collateral. Central shall not be required to take any steps to preserve rights in Collateral of any third parties. Debtor hereby authorizes Central: (a) to take physical possession of Collateral either personally or by means of a receiver appointed by a court of competent jurisdiction (and to enter Debtor's premises for purposes of same); (b) to sell, lease or otherwise dispose of Collateral in whole or in part, at public or private sale, on or off the premises of Debtor (it being agreed that any public or private sale of Purchase Money Inventory at the amount unpaid to Central less a reasonable restocking charge shall be commercially reasonable); and (c) to purchase, at any such sale, the whole or any part of Collateral free from any right of redemption, which right Debtor waives and releases. If an Event of Default occurs and is continuing, Debtor agrees to deliver to Central all of Debtor's books, records (including anything from which information can be obtained, translated, if necessary, by Debtor into reasonably usable form and including computer programs, manuals, tapes, discs and printouts), correspondence, purchase orders, invoices, receipts, shipping documents, documents of title, and leases or other instruments which mention or relate to Collateral. Debtor agrees to assemble Collateral and make it available to Central upon request by Central. Debtor agrees that five (5) calendar days notice shall be reasonable in the event that notice to Debtor of an intended disposition of Collateral is required bylaw. After the occurrence of an Event of Default, Debtor shall deliver to Central promptly upon receipt thereof, in the form received, together with all necessary endorsements, all payments on or with respect to Receivables received by Debtor. No forbearance by Central to exercise any right or pursue any remedy if an Event of Default should occur shall obligate Central to continue such forbearance for any period, preclude Central at any time from exercising any right or pursuing any remedy it may otherwise have, or require Central to forebear if a subsequent Event of Default should occur. No extension or indulgence granted by Central shall obligate Central to grant any further extension or indulgence. No delay or failure on the part of Central in exercising any right, power or privilege under the terms of this Agreement shall affect such right, power or privilege. A waiver of a particular breach of any covenant or warranty herein contained shall not be deemed to constitute a waiver of any subsequent breach.

Notice: Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been sufficiently given if delivered in person, transmitted by teletype, telegraph or telecopy, or if deposited in the mails, postage prepaid, for mailing by first class registered mail, and shall be addressed (a) if to the Debtor, at the address provided in the Credit Application of which this Agreement is a part or to such other address or individual as the Debtor may specify by written notice to Central, and (2) if to Central, at 2030 Powers Ferry Rd, Suite 370, Atlanta, GA 30339 or to such other address or individual as Central may specify by written notice given to Debtor. Notice shall be deemed effective on the date received by the other party. Both parties agree to acknowledge in writing the receipt of any notice delivered in person. Notwithstanding anything to the contrary contained herein, notices to Central shall not be effective unless a copy is sent to: Wendel, Rosen, Black & Dean, LLP, 1111 Broadway, 24th Floor, Oakland, CA 94607.

Termination: Central may terminate this Agreement at any time at will with or without cause upon not less than ten (10) calendar days written notice of termination given to Debtor. The termination of this Agreement shall not affect the rights, liabilities or obligations hereunder of any party to the other party which arose prior to the effective date of such termination, and this Agreement shall continue to apply until all transactions entered into, rights created, or Obligations incurred have been concluded, honored, performed, or discharged. The security interest, liens and rights granted to Central hereunder shall continue in full force and effect, notwithstanding the termination of this Agreement or the fact that any of Debtor's account may from time to time be in a credit position, until all of the Obligations have been paid and performed in full or Debtor has furnished Central with an indemnity satisfactory to Central.

Waiver of Claims: Debtor hereby waives any and all claims against Central arising from any actions taken by Central to the extent authorized by this Agreement or otherwise necessary or desirable to investigate or perfect the security interests granted to Central pursuant to this Agreement or to enforce Central's rights and remedies hereunder.

Miscellaneous: This Agreement shall be binding upon and inure to the benefit of the successors and assigns of Central and Debtor. This Agreement is personal to Debtor and Debtor shall not, by operation of law or otherwise, assign its rights or delegate its performance hereunder without the prior written consent of Central, which consent may be withheld in Central's sole and absolute discretion, and any attempted assignment or delegation without such consent shall be void. If any provisions contained in this Agreement are determined by a court of competent jurisdiction to be in conflict with applicable law, that portion shall be considered changed or omitted to conform with said law; all other provisions of this Agreement shall remain in full force and effect. This Agreement constitutes the full understanding of the parties, a complete allocation of the rights, risks and remedies between them, and a complete and exclusive statement of the terms and conditions of their agreement concerning this Agreement; no conditions, usage of trade, course of dealing or performance, understanding or agreement purporting to modify, vary, explain or supplement the terms or conditions of this Agreement shall be binding unless hereafter made in writing and signed by the party to be bound, no modification shall be effected by the acknowledgment or acceptance of any document containing terms or conditions at variance with or in addition to those set forth herein. This Agreement and the rights and obligations of Central and Debtor under this Agreement shall be governed by the internal laws of the State of Delaware, without regard to its conflict of laws doctrine, as if made and performed by residents of said state and without application of rules favoring the non-drafting party.

I hereby certify that I have read and agree with the terms and conditions set forth above.

Applicant:

If an entity:

Signature: _____
Print Name: _____
Title: _____
Date (m/d/yyyy): _____

If Sole Proprietor:

Signature: _____
Print Name: _____
Date (m/d/yyyy): _____