

PEDIGREE TERMS & CONDITIONS 2010

OPERATING HOURS

Customer Service (Head office): 8:30am to 5:00pm
Warehouse & Shipping (Head Office): 8:00am to 4:30pm

SELLING POLICY

As a member of the Promotional Products industry we ensure that we do NOT sell to end-users.

Our goal is to provide promotional distributors with accurate and prompt service for all orders received. If you are not satisfied with the service or products you received then please contact our customer service department. (info@pedigree.ca). All orders are binding upon receipt and can only be cancelled or amended in writing (via post, fax or e-mail).

PPPC #: 960901
PPAI #: 262126
ASI #: 71107
SAGE #: 62942

PRICING POLICY

All prices listed are per unit unless otherwise indicated. All applicable taxes are extra. Prices are subject to change without notice.

STOCK AVAILABILITY

We diligently maintain complete inventories of all styles listed in the current year catalogue. At times, we do reduce the inventory on selected styles due to poor sales or customer response. As a result these selected styles may not be available in the particular colour you are looking for. If a selected style is not available our customer service staff will provide you with recommended alternatives.

MINIMUM ORDER QUANTITY

In Stock Products: Our standard minimum order quantity is 12 units and increase in 1 unit increments. At certain times, we may adjust our minimum order quantity for stock balancing purposes. Our minimum order value is \$200.00 (a) per invoice. If a single order value is less than \$200.00 (a) then Pedigree may add a \$50.00 (a) surcharge at its discretion. Contact our customer service department for more information.

Custom Order Products: Our minimum order quantity for custom made products varies based on the product selected and the type of decoration to be applied. For exact information, please contact our customer service department. (info@pedigree.ca)

ORDER POLICY

We do accept telephone orders but to prevent errors or misunderstandings we prefer to receive orders via fax or e-mail. Please ensure the following information is on all submitted orders:

- Your company info
- Contact person
- Ship-to address
- Purchase Order number
- Pedigree style number and color
- Quantity per style
- Price per style
- Required ship date
- Transport method, carrier and account number (if applicable)

Any terms and conditions on customer purchase orders which are inconsistent with Pedigree's terms will be considered null and void.

SHIPPING POLICY

All products are shipped FOB Montreal (unless otherwise advised).

All orders will be shipped prepaid via UPS Ground unless otherwise indicated on the purchase order. We use the following shipping carriers: PARCEL POST, PUROLATOR, FEDEX, UPS and PRIORITY POST. All freight charges will be added to the customer's invoice. We can ship on a 3rd party account number that must be advised at the time of order placement (see 3RD PARTY SHIPPING POLICY for more details). We are not responsible for delays in delivery due to carrier, customs or other circumstances beyond Pedigree's control.

Every effort is made to ship quantities exactly as ordered. However we reserve the right to over ship or under ship by 5% and invoice the revised amounts accordingly.

Should the items be lost or damaged in transit when using third party billing, Pedigree is not responsible for damages incurred to the shipment. All claims or charges must be filed by you with your freight carrier. We will be happy to assist you with any problems that you may encounter.

USA Shipments

All Pedigree products can be shipped to the USA with the exception of our style 399 Fairway.

Non-decorated Products

All non-decorated in stock orders received prior to 11am will be shipped same day. All non-decorated in stock orders received after 11am will either be shipped the same day or next day. All orders will be shipped via UPS Ground unless a specific request is made by the customer at time of order placement.

Decorated Products

Decorated products require a pre-production sample for approval. This is not required if the embroidered design has already been produced by Pedigree, or if the customer indicates in writing that a pre-production sample is not required (See EMBROIDERY POLICY for more details). As a result Pedigree will not be responsible for any errors that result.

CANCELLATION POLICY

In Stock Products: Due to our rapid shipping process it is very difficult to cancel orders once placed. Pedigree is not responsible for orders that were shipped if a cancellation notice was not provided in sufficient time. Said orders would then be subject to our Claims & Returns policy (see CLAIMS & RETURNS for more details).

Custom Orders: Custom Orders can be cancelled prior to production but will be subject to a 15% charge on the value of the order for product development, material purchases and sample costs. Goods that are in production can NOT be cancelled and must be accepted by the customer at time of receipt.

ART AND TRADEMARK POLICY

Pedigree can produce graphic designs upon request. Some graphic designs may require charges. Please contact a customer service representative for details.

We accept the following digital art formats:

- Adobe Illustrator (.ai or .eps)
- Photoshop (.psd)
- Vector formatted drawings

JPG, TIFF and GIF files are not considered digital and may result in charges due to file modifications. Please contact a customer service representative for details.

Customers warrant that they have the legal right to use all logos, trademarks, symbols and/or designs whether supplied by them or requested by Pedigree to create and the customer agrees to indemnify and hold Pedigree free and clear of any responsibilities and or infringement actions in the use of the above mentioned trademark designs.

FABRIC COLOURATION POLICY

Fabric colourations vary from dye lot to dye lot. We can not guarantee that all colours will match exactly for each shipment made, even within the same style. Colouration differences may also be expected when comparing the style to the catalogue photos. Fabric colours will eventually fade when exposed to continuous sunlight. Our fabric is not colorfast to salt water, chlorinated water, acid rain, perspiration and other similar effects.

3RD PARTY SHIPPING POLICY

3rd party ship-to locations are accepted. All orders must clearly indicate the 3rd party ship to address and include the telephone number of the address (freight carrier policy). All freight charges will be added to the customers invoice. Pedigree will only provide proof of delivery to the 3rd party ship-to location. Pedigree will not be responsible for the condition of the merchandise upon final delivery by the 3rd party location to the customer (see CLAIMS & RETURNS for more details). Please advise the 3rd party location to verify the merchandise shipped is correct prior to decorating it. We will not be responsible for incorrectly shipped merchandise that is decorated.

PAYMENT AND CREDIT POLICY

Terms of payment must be negotiated in advance. All customers must complete a credit application form. All orders must be paid within thirty (30) days of shipment. A 2% discount is allowable on all payments received within 10 days of shipping. COD shipments are NOT accepted. VISA and MASTERCARD are accepted. Past due accounts will be subject to a monthly interest charge of 1 ?%.

Custom orders may require a deposit at time of order placement. Pedigree will advise the customer at the time of order placement if and how much the deposit required will be.

CLAIMS & RETURNS

Returns and/or claims must be made within 5 days upon receipt of merchandise. All returns require an authorization number. Please contact our customer service department to receive one. We will not accept decorated or alternate products under any circumstances. We will not accept returns for 3rd party shipping destinations. Some returns may be subject to a 25% re-stocking charge.

SAMPLE POLICY

Pedigree accepts sample orders. Samples will be charged at the highest price list price unless otherwise agreed upon by Pedigree. All sample orders will be shipped via the cheapest method unless otherwise advised. Sample orders can be shipped to 3rd parties (see 3RD PARTY SHIPPING POLICY for more details).

RIGHT TO PROMOTE

Pedigree reserves the right to promote all products (decorated or otherwise) in any catalogue, flyer, website and/or other advertising means unless otherwise specified in writing at the time of order placement.

CUSTOM OVERSEAS ORDERS

Custom overseas orders offer phenomenal value with a great product; however the method is complicated and requires a complete understanding of the whole process.

TERMS AND CONDITIONS

Headwear Minimum quantity: 288 units per colour, 576 units per style
Bags Minimum quantity: 1000 units per colour per style
Deposit: A deposit for 50% is required for ALL custom orders unless otherwise advised.

CUSTOM QUOTATIONS: The following information is required to complete an accurate quotation:

Product description: Advise the shape, fabric, and any other important product details or indicate a Pedigree style or reference number.
Decoration: Advise the design per location, indicate either the number of stitches per design or forward us artwork for our estimation, indicate if the design is embroidered (regular or 3D), printed, or any other type of decoration.
Quantity: Advise the quantity for the quotation; if possible advise us of the target price as well.

Quotations are normally done within 1 day depending on the complexity of the design. If a quotation request is rush, please indicate it.

Spec samples are available at a charge of \$95.00 (G) per item (item plus one decorated design location) and \$15.00 (G) for each additional design on the product. This amount will be credited upon receipt of a confirmed order for the same style.

CUSTOM ORDERS: Once a quotation is confirmed, a detailed purchase order from the customer is required. The PO must indicate the Pedigree Reference Number (assigned when the quotation is issued), price, quantity, ship to location, colour(s), and delivery date.

An Order Confirmation will be returned to the invoiced customer indicating the actual details. It is the responsibility of the customer to confirm and check all details on the Order Confirmation. The Order Confirmation must be returned by fax, signed with the signature of an authorized representative of the invoiced customer. The order request will NOT proceed until the Order Confirmation is duly signed and returned to Pedigree.

A full colour Graphic Design Sheet of the requested product will be completed prior to sample production. All graphic design details are required prior to this step proceeding. Please ensure to forward all relevant graphic design material at the time of, or prior to, order placement. The Graphic Design Sheet will be forwarded to the customer for approval.

It is the responsibility of the customer to confirm and check all details on the Graphic Design Sheet. The approved Graphic Design Sheet must be returned by fax or e-mail prior to a pre-production sample being made. Approximate time for Graphic Design Sheet is 1-4 days.

A Pre-Production Sample is prepared matching the approved Graphic Design Sheet. The sample will be forwarded to the invoiced customer for approval with the appropriate documentation. The approved Pre-Production sample is required prior to proceeding into full production. Any modifications to the Pre-Production Sample will result in a delayed delivery. Approximate time for the Pre-Production Sample is 3-4 weeks.

Production will begin upon receipt of the Pre-Production sample. Approximate time for production is 30-50 days, ex-Asia factory. Add an additional 7 days for air shipments (at an additional charge unless quoted) or 35-40 days for sea shipments.

ALL PRICES, TERMS AND CONDITIONS ARE SUBJECT TO CHANGE
WITHOUT NOTICE