

Terms and Conditions

This confirmation shall become a contract for the entire quantity specified upon any of the following: (a) when signed and returned by Buyer to Snuggwugg INC also Snuggwugg and accepted by Snuggwugg INC (b) when retained by Buyer without written objection for ten (10) days; (c) when Snuggwugg INC delivers products or issues invoices for all or any part of the products ordered hereunder; (d) when Buyer gives Snuggwugg INC shipping instructions (including to bill and hold); or (e) when Buyer otherwise assents to the terms and conditions hereof.

PRICING: Orders are subject to Snuggwugg INC prices in effect at the time of shipment. Prices do not include freight, insurance, applicable surcharges, taxes, duties or other governmental charges unless specified, all of which are BUYER's responsibility.

PAYMENT: Unless otherwise agreed, payment shall be made in advance of shipment by credit card, company check or any other form of payment acceptable to Snuggwugg INC. In the case of payment by credit card, Snuggwugg INC will process the charges not more than five business days in advance of shipping. In the case of payment by check, Snuggwugg INC may hold shipment of products until Snuggwugg INC receives notice from its bank that BUYER's check has been honored. Should BUYER's payment not be honored for any reason, Snuggwugg INC may cancel this contract, BUYER remaining liable for damages.

CREDIT: Snuggwugg INC is under no obligation to extend credit to BUYER. If Snuggwugg INC extends credit, Snuggwugg INC reserves the right to limit or revoke such credit for any reason in Snuggwugg INC sole discretion.

DELIVERIES: Release by Snuggwugg INC of products to a carrier constitutes delivery to BUYER, and risk of loss shall thereupon pass to BUYER. Products held by Snuggwugg INC for BUYER for any reason shall be at BUYER's risk. Although Snuggwugg INC will make every reasonable effort to avoid partial shipments, Snuggwugg INC has the right to make partial shipments. Payments for partial shipments will be charged consistent with the payment terms set forth above. Should delivery of all or any part of the products be delayed by events beyond Snuggwugg INCs' control (such as strikes, disasters, government regulations or Snuggwugg INCs' inability to obtain labor, materials or services), Snuggwugg INCs' time for performance shall be extended by the period of delay, or Snuggwugg INC may, at its option, cancel this contract without liability, BUYER remaining liable to pay for shipments already made. Snuggwugg INC obligations hereunder are subject to the condition that at time of shipment all legal and regulatory requirements shall have been complied with.

INTERNET and COOP SALES: BUYER shall not, without Snuggwugg INC prior written authorization, sell Snuggwugg INC products on the internet. Snuggwugg INC is under no obligation to permit BUYER to sell via the internet. However, if Snuggwugg INC authorizes such sales, BUYER may only sell Snuggwugg INC products via a website registered to and maintained by BUYER and approved by Snuggwugg INC. BUYER shall not sell Snuggwugg INC 's products through E-Bay or any other internet auction site, or through any coop or group sale. BUYER shall not resell Snuggwugg INCs' products to other retailers. Snuggwugg INC shall have the right to suspend deliveries and may terminate this and all other contracts with BUYER in the event of any unauthorized sales by BUYER.

USE OF SNUGGWUGG INCs' INTELLECTUAL PROPERTY for ADVERTISING: BUYER may not use Snuggwugg INC copyrights, logos, patents, trademarks, trade dress, trade names (collectively "IP") or images of Snuggwugg INC products without Snuggwugg INC prior written approval. BUYER's use of Snuggwugg INC IP or images of Snuggwugg INC products must be tasteful and appropriate as determined solely by Snuggwugg INC

EXCLUSION OF WARRANTIES: Snuggwugg INC warrants that the products delivered hereunder shall conform with the description on the face of this contract. Products which do not conform to the description or are defective in material or workmanship will be replaced or, at Snuggwugg INCs' option, credit for the original purchase price will be allowed provided that BUYER notifies Snuggwugg INC in writing of such defect within one (1) year of delivery and BUYER returns such products in accordance with Snuggwugg INC instructions. No products may be returned by BUYER without Snuggwugg INC prior written authorization. All returns shall be subject to verification on arrival at the location specified for the return of the products in such written authorization. The foregoing constitutes BUYER's sole and exclusive remedy and Snuggwugg INC sole obligation with respect to products furnished hereunder. Snuggwugg INC makes no other warranty or representation with respect to the products, either express or implied, including without limitation, that of merchantability or fitness for a particular use. Failure to make any claim: (i) in writing; and (ii) within such period, shall constitute an irrevocable acceptance of the products and an admission by the BUYER that the products fully comply with all terms, conditions and specifications of this contract. Snuggwugg INC shall not be liable for direct, indirect, incidental, special or consequential damages under any circumstances, including, but not limited to, damage or loss resulting from inability to use the products, lost profits, increased operating costs, loss of sales, or any other damages. Snuggwugg INC shall not be liable for normal manufacturing defects, for customary variations from specifications, or for any imperfections inherent in the materials or processes used. Snuggwugg INC does not guarantee exact matching of color or shade, resistance to light or water, or suitability for further processing.

DESIGN PROTECTION: No rights in the design of Snuggwugg INCs' products, or designs incorporated in such products, delivered hereunder shall pass to BUYER except as an integral part of the products. BUYER agrees not to copy or reproduce, or cause to be copied or reproduced, either directly or indirectly, Snuggwugg INC products, product designs, designs incorporated in such products, or product packaging.

CONSTRUCTION: This contract contains the entire agreement between the parties and supersedes any prior or contemporaneous oral or written agreements and/or communications between them relating to the subject matter hereof. This contract shall be governed by the laws of the State of Nevada except, however, if local law requires its own applicability in order to render enforceable all provisions of this contract, then such local law shall apply. Waiver by Snuggwugg INC of any provision of this contract, or of any breach by BUYER, shall not constitute a continuing waiver and Snuggwugg INC shall retain the right to insist upon the operation of all provisions hereof and to enforce its rights with respect to any subsequent breach. Should any provision of this contract be held void, voidable or unenforceable for any reason, all remaining provisions of this contract shall remain in full force and effect.

MISCELLANEOUS: This contract is made in the State of Nevada and shall be governed by Nevada law. Legal proceedings relating to or arising out of this contract shall be brought in the Courts of the State of Nevada and the parties consent to jurisdiction therein for all purposes.

FUTURE TRANSACTIONS: Except to the extent that a future transaction is governed by a signed contract between the parties, the terms and conditions of this contract shall apply to all future transactions. By submitting an order through the Snuggwugg INC , Snuggwugg website you agree to be bound by the above terms and conditions.

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Snuggwugg

www.Snuggwugg.com