



GENERAL TERMS AND CONDITIONS:

**1. Purchase and Sale.** Breeder agrees to sell, and Buyer agrees to purchase, the animal described above (“Puppy”) on the terms and conditions of this Contract.

**2. Registration.** Breeder represents and warrants that the Puppy is a purebred dog with registration (full or limited, as indicated above).

- \_\_\_Buyer acknowledges receipt of the original registration documents for the Puppy.
- \_\_\_Buyer acknowledges Breeder will mail original registration documents for the Puppy.
- \_\_\_Buyer acknowledges they will not receive registration documents for the Puppy.

**3. Initial Health and Care of Puppy.**

(a) Breeder will feed the Puppy Life’s Abundance All Life Stages Grain Free formula food prior to releasing the Puppy to Buyer. Breeder will release the Puppy to Buyer only after the Puppy has (i) been fully weaned in the sole judgment of Breeder, (ii) had his/her first set of shots and dew claws removed, and (iii) been Micro-chipped.

(b) Breeder warrants that the Puppy will be in good health on the date Breeder releases the Puppy to Buyer, excluding minor illnesses or health issues such as colds, allergies, internal or external parasites or umbilical hernias disclosed to Buyer above. Breeder warrants that the Puppy will not have any communicable diseases for 72 hours after releasing the Puppy to Buyer. Buyer will, at Buyer’s expense, have the Puppy physically examined by a licensed veterinarian with 72 hours of receiving the Puppy, and within 10 days of receiving the Puppy, Buyer will provide documentation to Breeder of such examination. If Buyer’s veterinarian determines that the Puppy is in ill health, the cause of which is clearly attributable to Breeder, and Buyer provides a signed written diagnosis to Breeder, Buyer may return the Puppy within 48 hours of the examination and receive a refund of the Purchase Price; provided that, the Puppy has not been injured or neglected. Refund upon return of the Puppy and satisfaction of the conditions described

above shall be Buyer's sole and exclusive remedy for Breeder's breach of the warranty set forth in this paragraph 3(b). Buyer will be entitled to no more than a refund of monies paid to Breeder for purchase of the Puppy. Breeder will in no event be liable for Buyer's cost of the examination or for any consequential or incidental damages.

(c) If Buyer does not return the Puppy in accordance with paragraph 3(b), Buyer will also, at Buyer's expense, continue timely vaccinations and worming for the Puppy after the Breeder has released the Puppy to Buyer. Buyer also agrees not to expose the Puppy to other dogs that are not vaccinated until the Puppy has completed the entire vaccination schedule. It is Buyer's responsibility to care for the Puppy properly and keep him/her from harm.

**4. Records.** At the time Breeder releases the Puppy, Breeder will provide Buyer the Puppy's AKC application Per section 2, health records of vaccines and de-wormer given to the Puppy and AKC Reunite chip registration.

**5. Hereditary Genetics.** Breeder strives to produce the healthiest puppies possible by only breeding adults that have been vet screened and cleared to be sound animals. Breeder warrants that:

(a) *Health Warranty.* If Buyer satisfies the conditions of this Section 5, for a period of thirty (30) months from the Puppy's date of birth, Breeder warrants that the Puppy will not have any inherited genetic defects that would be life threatening or materially life altering. This genetically inherited health warranty includes all internal organs and issues that are not visible on a routine physical examination. If an inherited genetic defect is found and Buyer has complied with the conditions of this Contract and warranty, Buyer's solace and exclusive remedy will be to receive, at Breeder's sole option, either a replacement puppy of same sex and color in the next available litter or cash refund of the Purchase Price. Buyer must return the Puppy to Breeder prior to receiving replacement puppy or refund. Buyer is solely responsible for all shipping expenses related to return of the Puppy and receiving a replacement puppy. This warranty is non-transferable.

(b) *Claim Documentation.* If Buyer claims the Puppy has an inherited genetic defect, such diagnosis must occur within the first thirty (30) months by a licensed veterinarian and all documents related to such diagnosis must be sent to Breeder's designated veterinarian for verification within the warranty period. A CERF certified veterinarian must confirm any hereditary eye defects. If dysplasia is suspected, x-rays must be taken by a vet and sent to OFA for an official reading with abnormal results (mild, moderate, or severe). If the Puppy has any hip-related problems, Buyer may send x-rays to OFA for an official reading at any time, and the Puppy does not have to be over two years of age for the readings. All x-rays must be marked with the Puppy's AKC # and a micro chip # to be valid. The OFA will solely determine whether the Puppy has hip dysplasia. This warranty does not cover any form of dysplasia that is not genetic (i.e. obesity, malnutrition, neglect etc.), and to ensure such is not the case, Buyer must provide documentation that the Puppy was kept current on all regular vet checkups and vaccinations.

(c) *Conditions.* Puppy cannot be bred prior to the his/her second birthday; if the Puppy is bred before his/her second birthday, this warranty is null in void. In addition, we require that the Puppy continue to be fed only Life's Abundance Food and Life's Abundance Wellness Supplements for the first 26 months of his/her life in order to qualify for the 30-month health warranty. If you continue with Life's Abundance Food and Life's Abundance Wellness Supplements for the first 26 months, the Breeder warrants for a period of 30 months that your Puppy will not have any genetic inherited defect. There are never any guarantees that a dog would be free of a genetic disorder from past generations. While we may not know if there are any potential weaknesses in a dog, we believe that the diet and lack of vitamins can exacerbate these conditions if found. Therefore, by providing the dog with quality food and supplements, we hope to reduce the chance of these potential weaknesses from hindering their quality of life, should this ever occur.

(d) *Exclusions.* Specifically excluded from any warranty under this Contract the following, for which Breeder will not have any liability whatsoever: (i) any issue found to be a result of color dilution (Silver/Charcoal/Fox red); (ii) alapache; (iii) any form of dysplasia that is not genetic (i.e. obesity, malnutrition, neglect etc.); (iv) size or weight of the Puppy; (v) behavioral problems; (vi) fertility; or (v) ability to place in shows.

**6. Optional Lifetime Free Replacement Puppy Guarantee.** Because we strongly believe nutrition is essential to the health of an animal, we offer a Lifetime Free Replacement Puppy Guarantee. Should you wish to take advantage of this guarantee, the Puppy must be fed only Life's Abundance Food and Life's Abundance Wellness Supplements for his/her entire lifetime. We offer this optional guarantee because so many dogs acquire serious life-threatening health risks through poor diet and vitamin deficiency. We believe that Life's Abundance products provide the optimum nutritional benefits ensuring good health and longevity for the dog, which is why we are willing to stand behind this guarantee. If your Puppy does not reach his/her life expectancy of 10 years due to health reasons other than accidental death, or as a result of neglect, abuse, or other injuries that the Puppy may sustain, you will be eligible to receive a free replacement puppy of equal value. This guarantee does not include any vet checks, CERF exam, shots, worming, transportation, carrier, or other fees or expenses related to the Puppy whatsoever. This Lifetime Free Replacement Puppy Guarantee is only for the health of your Puppy, and. We believe that Life's Abundance Pet Food and Wellness Supplements are a great combination to provide your dog with optimal health, so that your Puppy can live a long and happy life with your family!

**7. WARRANTY DISCLAIMERS; LIMITATION ON LIABILITY.** BREEDER MAKES NO WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. BREEDER EXPRESSLY DISCLAIMS ALL WARRANTIES NOT STATED IN THIS CONTRACT, ANY LIABILITY FOR IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW AND WHICH CANNOT BE WAIVED HEREIN ARE LIMITED TO REPLACEMENT UPON

RETURN OF THE PUPPY, BUT IN ANY CASE NOT TO EXCEED THE PURCHASE PRICE PAID BY BUYER FOR THE PUPPY UPON RETURN OF THE PUPPY. Breeder's sole responsibility for any breach of this Contract or any warranty or any other claim arising out of or related to the Puppy whether based in contract, tort, statute, or otherwise, shall be, at Breeder's option, to replace or refund the original Purchase Price upon return of the Puppy to Breeder, and Buyer agrees the same is a fair and adequate remedy. The foregoing defines Breeder's sole liability for all warranties under this Contract and in no event will Breeder be liable for any direct, indirect, incidental, special or consequential damages in any way related to the Puppy, including, without limitation, veterinary bills, examination fees, medical expenses, or any other costs and expenses related to the Puppy.

**8. General Provisions.** This Contract is the entire agreement between the parties with respect to purchase and sale of the Puppy. Neither this Contract nor any term or provision hereof, may be changed, waived, discharged, amended, modified or terminated orally, in any manner other than by an instrument in writing signed by the parties hereto. No provision of this Contract is intended nor shall any provision of this Contract be interpreted to create any benefit to any person or entity not a party to this Contract. Buyer may not assign or transfer this Contract to any person or entity without the prior written consent of Breeder. This Contract shall be governed by the laws of the State of Washington. Venue in any court action concerning this Contract shall be had in the Superior Court in Pierce County, Washington. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract. In any action brought to enforce any provision of this document, the prevailing party shall be entitled to recover from the other party all reasonable costs and reasonable attorneys' fees incurred by the prevailing party. If any provisions of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. This Contract or any section thereof shall not be construed against any party due to the fact that this Contract or any section thereof was drafted by said party or their counsel.