

Contract of sale for a dog

A purchase contract with the following contract content was concluded today by mutual agreement between the following parties:

1. Contracting Parties

1.1. Seller (Breeder of the dog)

First and last name:

Street / No.:

Postcode / Town:

Date of birth:

E-mail:

Telephone:

Passport or ID number:

Commercial breeder: yes no

Establishment registration number for commercial breeders:

The Seller is the owner of the dog listed under 2.1.

1.2. Buyer

First and last name:

Street / No.:

Postcode / Town:

Date of birth:

E-mail:

Telephone:

Passport or ID number:

2. Subject matter of the contract

2.1. Details of the dog

Name at the time of sale:

Microchip number:

Identification number:

Date of birth:

Country and place of origin:

Breed:

Sex:

The dog is : neutered not neutered

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Special characteristics (colour, coat, markings):

The dog is provided with a vaccination certificate, pet passport

other documents

Passport number:

Vaccinations:

Dewormed yes no

Special features / known diseases:

The Seller is not aware of any particularities, diseases or special findings of the animal that the Buyer ought to be made aware of.

2.2. Details of the parent animals

Mother

Name:

Date and place of birth:

Breed:

Owner's Name:

Whereabouts:

Microchip number:

Father

Name:

Date and place of birth:

Breed:

Owner:

Whereabouts:

Microchip number:

2.3. The Seller sells the above-mentioned dog to the Buyer by signing the present contract under the following price, payment and transfer conditions:

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2.3.1. Purchase price of dog in EUR/GBP/other currency.....
(in words:)

2.3.2. Payment terms: Deposit: yes no

Deposit amount:
Deposit payment on (date) (if applicable):
Final payment amount:
Final payment on (date):
Payments shall be made in cash against receipt by bank transfer
 Payment in cash against receipt and final payment by bank transfer.

2.3.3. Handover of the dog

Handover date:
Handover address:

2.4. Other:
.....
.....

3. Rights and obligations of the seller(s)

3.1. Delivery / Health

The Seller confirms that the dog is healthy and free from parasites, such as fleas, ear mites or worms. The Buyer has the right to have the animal examined by a veterinarian before the conclusion of the purchase contract. Furthermore, the Seller confirms that the dog or puppy is at least eight weeks old, microchipped and registered in the name of the Seller on a database operating according to the legal requirements in the country.

3.2. Vaccinations

The Seller confirms that the dog is descended from healthy parents, has been dewormed several times and has received the vaccinations listed below and all vaccinations mandatory in the Seller’s country as well as (in the case of importation from abroad) the vaccinations required for importation. The Seller assures that the dog has been vaccinated against hepatitis, distemper, parvovirus, rabies (if imported from abroad) and kennel cough. The Seller shall hand over to the Buyer the vaccination certificate or pet passport in which all vaccinations, including the type and date of the subsequent vaccinations, are recorded.

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3.3. Advice by the Seller

The Seller shall advise the Buyer on the proper keeping, feeding and care of the dog. The Buyer shall have the right to approach the Seller with any questions in this regard within the first year after taking possession of the dog.

3.4. Inspection

The purchase contract is concluded with the provision that the Buyer has the right to inspect both the puppy and its siblings and the dam at the Seller's premises before the purchase is concluded. The Seller shall have the right to inspect the Buyer's accommodation for the animal prior to the conclusion of the purchase.

4. Rights and obligations of the buyer / the purchaser

Animals are not objects but living beings capable of feeling and suffering. The Buyer is aware of the high level of responsibility towards the animal and therefore assumes the following obligations:

4.1. Keeping animals in a species-appropriate manner

The Buyer undertakes to keep, feed and care for the animal in a caring and responsible manner and to provide adequate veterinary care (including vaccinations and health checks at regular intervals). The Buyer shall contact the responsible authority to find out about his or her duties as an animal owner and about keeping the animal in a manner appropriate to the species. The written instructions of the seller regarding the keeping, care, accommodation and possible breeding instructions of the animal shall be taken into account. They shall refrain from any mistreatment and torture and shall not tolerate any such by third parties. Country-specific law shall apply.

4.2. Passing on the dog to third parties / Buyer's duty to inform

The Buyer undertakes not to resell, give away or give the dog to an animal shelter without the prior consent of the Seller. In this case, the original Seller shall first be granted the right to purchase the dog back at the originally agreed purchase price.

5. Miscellaneous

The Seller is committed to the health and well-being of the dog. Nevertheless, difficulties with the health of the dog may arise subsequently. Against this background, the parties agree on the warranty claims as follows:

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- 5.1. If a veterinary surgeon detects an illness or a physical defect within 10 days after handing over the dog and if the Buyer notifies the Seller of this without delay, he or she has the choice of cancelling the purchase contract, demanding a price reduction or another dog. In the event of a reduction, the Buyer may claim the actual treatment costs incurred up to half of the agreed purchase price.

- 5.2. After the expiry of the 10 days, the Seller shall only be liable to the Buyer for fraudulently concealed or grossly negligently unrecognized defects or if the Seller has induced the Buyer to conclude the contract by deliberate deception or negligent misrepresentation.

- 5.3. The Buyer waives the right to assert claims that relate to the shape or character of the dog, illnesses or other defects that only become apparent or are discovered at a later date.

Both parties confirm that they have read through, understood and accepted the purchase contract. Both parties shall each receive a copy of this contract. Verbal agreements are invalid. The agreements set out in writing in the contract shall apply.

The Seller confirms with their signature that they have truthfully disclosed and shall prior to handover continue to disclose all relevant information about the animal and have not concealed nor shall conceal any important details. The Buyer confirms with their signature that they have examined the animal sufficiently before the purchase and if a deposit has been paid shall do so again before the final payment is made before the purchase.

Both parties confirm that they have given their personal data truthfully.

Place and Date

Signature Seller

Place and Date

Signature Buyer

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