

SALE AND PURCHASE AGREEMENT

Riga, Latvia

___.__.2024

This Agreement has been concluded between the owner of the cattery “Criative Diamonds” **Irina Zincenko** (herein after referred to as the “Breeder”), from the one side, and _____ (herein after referred to as the “Buyer”), from the other side.

1. Subject of the Agreement

The Breeder sells and the Buyer adopts:

Breed:

Color: _____

Gender: _____

Date of birth: _____

Name: _____ **from Criative Diamonds**

Unique record number: _____

Transponder alphanumeric code: _____

Father: _____

Breed: *British Shorthair (BRI)*

Color: _____

Mother: _____

Breed:

Color: _____

2. Terms and Conditions of the Sale

2.1 The Cat is intended for breeding within the framework of the Buyer’s breeding program and the Buyer is not limited by any conditions and restrictions of the Breeder.

2.2 The Cat is ___ months old, in good health and shape when the Breeder hands it over to the Buyer.

2.3 The Cat is handed over to the Buyer after the quarantine period of the vaccination has passed _____.

2.4 The Buyer becomes the owner of the Cat after receiving the animal from the Breeder. From this moment forward all the responsibility of the Cat’s health and welfare lays on the Buyer.

3. Rights and Obligations of the Buyer

3.1 The Buyer agrees to take care of the Cat’s health, as well as properly look after its welfare.

3.2 The Buyer undertakes to provide the Cat a timely veterinary care from a qualified specialist.

3.3 The Buyer agrees to vaccinate the Cat on schedule.

3.4 The Buyer agrees not to conduct any laboratory research on the Cat, as well as undertakes to prevent a third party from doing the aforementioned.

3.5 The Buyer undertakes to follow the Breeder’s instructions about the Cat’s grooming, maintenance and feeding.

3.6 The Buyer undertakes not to resell, gift, rent and give the Cat away to an animal shelter or other similar facility. The Buyer undertakes to inform the Breeder if for any reason he is not able to take care of the Cat (The Breeder has the rights to be the first buyer in case the owner decides to sell the Cat).

3.7 The Buyer has the rights to check the health of the Cat at any licensed veterinary institution within 48 hours of the receiving date at his own expense.

3.8 If the Buyer did not exercise the rights mentioned in Article 3.7., then the Breeder does not accept any complaints about the Cat's health, as well as does not refund the money after the 48 hours of guarantee period have passed. The Buyer does not have rights to demand a refund or compensation from the Breeder in case the Buyer is dissatisfied with the purchased Cat, in case defects have appeared during its growth and development period that are related to its welfare, or in case of death, theft, etc.

3.9 The Buyer has rights to exchange the Cat in a situation that is mentioned in Article 4.1.

4. Rights and Obligations of the Breeder

4.1 The Breeder undertakes to exchange the Cat to another one of equal value, if during the first year it is discovered that the Cat has birth defects that were not noticed before it was sold. Defects that appeared because of sustained injuries under the care of the Buyer cannot be the reason for returning the pet and refusal to fulfill the obligations of this Agreement. The following are the defects that are disqualifying flaws for breeding animals: weakness of the umbilical ring – hernia, deformation of caudal vertebra (hooks, creases, knots, intervertebral joint stiffness (acampsia or immobility), deformation of xiphoid (sternum), crossed eyes, white or piebald spotting (do not confuse pointed coloration with tortie markings), jaw deformation (underbite, overbite, crossbite), cryptorchidism (if the cat is male), or birth defects the Parties did not know about and are only discovered during competent veterinary inspections.

4.2 Under no circumstances the Breeder takes back the sold Cat if the Buyer has an emergency situation (allergy, emigration, owner's illness), although he will assist in finding the Cat new owners.

4.3 In case the Breeder finds out that the sold Cat is in bad physical condition, or it has suffered physical abuse, the Cat is immediately returned to the Breeder along with its registration and exhibition documents without objections and any refunds.

4.4 The Breeder shall provide the Buyer consultations about raising the cat and its maintenance, as well as breeding once the cat has reached its reproductive maturity.

4.5 The seller guarantees the kitten to be in good health at the time of purchase for a period of 48 hours. It will be the responsibility of the purchaser to have the kitten examined by a veterinarian within 48 hours. Within that 48 hour period, if found to be seriously medically deficient, the seller will take the kitten back and refund payment, less the deposit and any shipping charges, under the following conditions: the seller is provided with proper documentation, from a licensed veterinarian, stating the medical issue and that the cat is seriously medically deficient; a second examination by a veterinarian of the seller's choice corroborates these claims. After the 48 hour period, the seller can no longer guarantee the cat's health, except for birth defects.

4.6 The seller guarantees the cat against lethal genetic or congenital defects for 6 months following the date of purchase. If, during these 6 months, the cat should die or have to be destroyed due to a genetic or congenital defect, the seller will replace the cat/kitten with a cat/kitten at the seller's earliest convenience, should the following conditions be met: the purchaser provides the seller with a necropsy by a licensed impartial Veterinary Pathologist, at the purchaser's expense, stating that the cause of death is unquestionably a genetic or congenital defect; a second examination by a veterinarian of the seller's choice corroborates these claims.

4.7 Seller assumes no liability or responsibility for any veterinary care for this cat after the purchaser takes possession of said cat. Under no circumstances will the seller be responsible for any veterinary bills incurred by the purchase

5. Payment Procedure

5.1 Both parties agree that the price for the Cat is _____ euros. In this price are not included transportation and other expenses that are connected with delivering the Cat to the Buyer.

5.2 A non-refundable deposit of 30% is required for purchase of the cat/kitten. Should the purchaser, after having paid the deposit, decide against purchasing the kitten, he or she forfeits the deposit. The kitten or cat will be temporarily reserved for seven days once the seller is given notice that the purchaser is sending the deposit. If the deposit is not received within seven days the temporary reservation will cease.

5.3 The Cat is handed over to the Buyer after the full payment is made between both Parties.

6. Other Terms and Conditions

6.1 Before handing over the Cat Breeder gives the Buyer the following documents: a pedigree, pet passport.

6.2 Both Parties undertake to inform the other side in case they change the place of residence or a phone number.

6.3 The Buyer's and Breeder's signatures confirm that they agree with all the terms and conditions of this Agreement. Both Parties undertake to recognise both scanned and faxed copies of this Agreement.

6.4 This Agreement consists of two copies, each having equal legal force.

Breeder: Irina Zincenko

Address:

Phone number: +371

Signature (scanned):

Date:

Signature (original):

Date:

Buyer:

Address:

Phone number:

Signature (scanned):

Date:

Signature (original):

Date: