

# RECHERCHE KENNEL'S LIFETIME WARRANTY (B)

- Breeder guarantees that puppy has had proper care to date and has been checked by a veterinarian. Shot records will be furnished when puppy is received. If puppy is being shipped a copy of the shots & deworm records will be shipped to the buyer. If within 1 week of receiving the puppy he/she is examined by a reputable veterinarian and the health of the puppy is found to be at serious risk of euthanasia or death due to a congenital defect (existing at birth), owner shall notify breeder and provide a written statement from a licensed vet describing puppy's condition and shall return the puppy and papers to the breeder within three days of the examination. Breeder will replace puppy or refund the full price of the puppy (minus shipping fees). This does not include diarrhea, worms, fleas, mites, coccidiosis, giardia, ichthyosis or any other parasites as they are common in dogs and puppies. Breeder assumes no responsibility for veterinarian or shipping fees.
- Breeder is not responsible if puppy contracts a communicable disease after 1 week of leaving breeder's possession such as parvo, giardia, distemper, rabies, canine influenza, leptospirosis or Lyme disease.
- Breeder offers a "Lifetime" Warranty of your Recherche puppy with the requirement that 1 NuVet Plus wafer, NuJoint (regular or DS) & TLC Whole Life Puppy (and eventually Adult) food each day with autoshipping using the breeder codes given so we can track usage. If NuVet, NuJoint and TLC is not given accordingly than warranty is only valid till 1 year of age.
- Breeder guarantees puppy against any congenital defect causing death of, or making necessary euthanasia. Breeder will not assume any veterinarian bills.
  - Up to 1 year of age- breeder will replace the puppy or refund the FULL price of the puppy (minus shipping & training fees).
  - Up to 3 years of age- breeder will offer a \$10500 discount on any future pup available
  - Up to 6 years of age- breeder will offer a \$7500 discount on any future pup available
  - Past 9 years of age- Breeder will offer a \$4500 discount on any future pup available
- Breeder offers hip and elbow guarantee on any puppy found to have "Moderate" or "Severe" hip dysplasia or "Grade 2" or "Grade 3" elbow dysplasia. **The following applies:** The puppy must have an X-Ray by your veterinarian to confirm the diagnosis. The X-Ray must be submitted to the Orthopedic Foundation of America (OFA) and given an official score by them. No other assessments are valid, this includes a regular veterinarian or orthopedic surgeon's assessment. The only authorized assessment we will accept is from the OFA.
  - Up to 1 year of age- breeder will replace the puppy or refund the 75% price of the puppy (minus shipping *and training fees*). Breeder will not assume any veterinarian bills.
  - Up to 3 years of age- breeder will offer a \$8500 discount on any future pup available
  - Up to 6 years of age- breeder will offer a \$5500 discount on any future pup available
  - Past 9 years of age- breeder will offer a \$3500 discount on any future pup available
- Breeder offers heart guarantee on any puppy found to have a severe heart murmur (Grade 5/6 or 6/6). The following applies: The puppy must have a canine cardiologist perform an echogram to confirm the diagnosis and scored officially. Heart grade must be either a 5 or a 6 for refund/discount.
  - Up to 1 year of age- breeder will replace the puppy or refund the 75% price of the puppy (minus shipping *and training fees*). Breeder will not assume any veterinarian bills.
  - Up to 3 years of age- breeder will offer a \$8500 discount on any future pup available
  - Up to 6 years of age- breeder will offer a \$5500 discount on any future pup available
  - Past 9 years of age- breeder will offer a \$3500 discount on any future pup available
- We (the breeder) reserve the right to have a second opinion from our veterinarian.

- Breeder does not guarantee color, size, championship, training or temperament of any puppy past the 30-Day DDD Guarantee listed below (**only Applicable if your pup is going home in our DDD Program at 7+ months of age**):
  - Return your pup for a replacement pup (minus deposits) or a 75% refund (minus deposits) within 30 days. Price of returning pup and puppy packet is responsibility of Buyer.
  - You must keep your pup for 3 weeks minimum. Be willing to work with “Recherche Tutors” if requested by Recherche Kennels.
  - Replacement pup is same breed at same training level if available. Only additional cost for replacement pup is returning your initial pup and puppy packet, \$3500 deposit and expense to get new pup.
  - Recherche has right to choose for refund instead of replacement.
- Do not spay or neuter your dog within DDD Guarantee. If dog is spayed or neutered prior to going home by request or within DDD Guarantee, then this warranty will give a 50% refund (minus deposits) if returned. If you want a replacement pup than you will need to pay 75% of price of replacement pup plus additional \$3500 deposit.
- Settlement Agreement and Release of Claims must be signed by Buyer and Breeder in either situation.
- Recherche Kennels promises to extensively train your pup and provide the tools needed for continued training including videos. Be advised, much of the continued training success will be based on owner following and implementing the information provided. We will provide you with a "Report Card" detailing where your puppy is, a training video and an individual final training update for your pup showing you exactly where they are. Training is not a part of this warranty as it only covers health after the 30-Day DDD Guarantee.

**BUYER AGREES:**

- To have puppy examined within 1 week of getting your pup by a licensed veterinarian to validate puppy is healthy.
- Buyer is to spay or neuter their dog within 30 months of age (2 ½ years old). No litters can be produced by their dog. Dog is only registered with AKC Limited Registration (if applicable).
- The value of the pet for the purpose of this guarantee is solely the original purchase price of the puppy, and does not include any additional prices declared by the buyer, such as value of show dog, shipping or training fees.
- That the Buyer will return their puppy to Recherche Kennels if the Buyer is unable or unwilling for any reason to care for their puppy OR buyer must get written permission to give their dog away to any friend, family or stranger. Recherche will allow you to give your dog away, but new family must fill out application and sign similar contract to protect the puppy. No refund is given for a return.
- To feed dog high-quality food for the life of the puppy. Warranty extends from 1 year to Lifetime when you feed TLC Whole Life Puppy Food, NuVet & NuJoint with autoshopping.
- Any refund given will only be given after a Settlement Agreement is signed. Any disparagement done beforehand (either written online or on paper) must be removed before any refund is granted.
- If either Party defaults on any of its requirements or warranties under this agreement, the non-defaulting Party shall give Notice to the defaulting Party of the default. The defaulting Party will have three (3) Banking Days to cure the noticed default. If the defaulting Party does not cure the noticed default, the non-defaulting Party may claim the Agreement is in default and seek available remedies herein.

- If a Party is in default, the non-defaulting Party may:
  1. Cancel this Agreement; or
  2. Attempt to negotiate a settlement to the default with the defaulting Party. If there is no informal settlement, the Parties agree to non-binding mediation under the rules of the American Arbitration Association. If there is no settlement in nonbinding mediation, the Parties agree to binding Arbitration under the rules of the American Arbitration Association as a final resolution.
- Governing Law. This Agreement will be governed by and construed in accordance with the internal laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction) that would cause the application of laws of any jurisdiction other than those of the State of North Carolina.
- Jurisdiction and Venue.
  1. Any mediation and/or arbitration hearing and all proceedings in connection therewith shall take place Iredell County, North Carolina. The mediation/arbitration shall be conducted by one or more mediators/arbitrators selected by the parties.
  2. Any legal suit, action or proceeding arising out of or related to this Agreement or the matters contemplated hereunder will be instituted exclusively in the courts of the State of North Carolina in each case located in Iredell County, and each Party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or forum non conveniens.
- Non-Disparagement and Confidentiality. The Parties agree that each shall not publicly assert, declare, avow, lay claim to, or in any other manner represent that the other Party engaged in wrongful conduct relating to the Parties' dealings with each other. Further, the Parties agree not to engage in any activity or conduct intended to defame or denigrate the other Party, or their personal and/or professional reputations, and/or community standing. As used here "public statements" shall include statements that are not public when made but as to which there is a reasonable likelihood that such statement will become public. The terms of this paragraph shall not be interpreted to prohibit accurate and full responses to any question or inquiry for information when required by legal process or in connection with insurance claims.
- Each Party will defend, indemnify and hold harmless the other Party, its affiliates and their respective shareholders, officers, directors, employees, agents, successors and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest, awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and/or costs of collection, in connection with any third party claim, suit, action or proceeding arising out of or resulting from a material breach of any representation, warranty or obligation set forth in this Agreement by the either Party or any of its Representatives.
- Limitation of Damages. Neither Party shall be liable for, nor shall any measure of Damages include, any indirect, incidental, special, exemplary, punitive or consequential damages or penalties for loss of income, value, profits, savings, or any other loss arising out of or relating to its performance or failure to perform under this Agreement, even if the Party against whom liability is sought to be imposed has been advised of the possibility of such damages. In no case will either Party be liable for more than the sales price of the puppy only (not transportation, veterinary bills or training)
- Besides this warranty there are no other warranty expressed or implied.

**To be covered by this guarantee, the following conditions need to apply:**

1. Puppy must be owned by original owner named in this agreement.

2. In the case of sudden demise of puppy, breeder must receive a written notice of puppy's death from owner's vet, along with a necropsy report indicating cause of death.

**LIMITATIONS OF GUARANTEE:**

This guarantee is non-transferable. The puppy must be in good physical condition. No warranty if dog has been bred. A licensed veterinarian must do all laboratory verifications. The buyer/owner is responsible for all transportation costs to and from the breeder. The breeder is not responsible for any and all veterinarian expenses accumulated on returned or replaced dog or puppy. The breeder is not responsible for any and all dog training expenses accumulated.

**THE FOLLOWING 1-4 WILL VOID ALL GUARANTEES:**

1. Allowing your dog to become obese or severely underfed at any time.
2. Dog has been bred.
3. Giving your dog any flea/tick medicine orally. Medicines such as Trifexis, Comfortis & Bravecto has caused serious and even fatal side effects to puppies. The only flea/tick medicine you give must be topical unless permission is granted otherwise from Recherche Kennels.
4. Feeding a "grain-free" dog food without taurine supplements. Canine Cardiomyopathy has killed several of our puppies over the last several years and each time it was caused by not feeding TLC and low taurine. Warranty is completely voided if dog develops cardiomyopathy and no TLC is fed.

BUYER: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

(Signature)

NAME(S): \_\_\_\_\_

SELLER: \_\_\_\_\_

(Signature)

NAME: \_\_\_\_\_

ADDRESS: 174 Carodell Lane

PHONE NUMBER: 980-223-2779

Title: \_\_\_\_\_

CITY: Statesville ST: NC

ZIP:

28677

EMAIL ADDRESS: info@recherchekennels.com