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| **Kitten and Cat Sales Agreement  and Health Guarantee**  **Breeder contract**  **(version 3-2023)** |
| THIS AGREEMENT between  ……  the Buyer  and Nikoletta Nemeth, cattery Praslin,  the Seller  is effective as of the date of the last signature to appear below and is binding upon all parties there to.    Buyer(s) agree to buy and Seller agrees to sell the below described cat/kitten pursuant to all of the following terms:  DESCRIPTION OF ANIMAL: BREED:                                                      Bengal BIRTHDATE:                                                SEX:                                                           DESCRIPTION/COLOR:                               NAME:                                                       Praslin … REGISTRATION:  SIRE:  DAM:                                PRICE  Price of Cat/Kitten …..euro. This price is including all costs (vaccination, pedigree, deworming, etc.) but excluding shipping costs.  A reservation fee of …. euro has to be sent reserve the kitten. The remaining balance included travel costs if needed, will be payed before the age of 12 weeks, before sending the kitten (….. euro).  In case the Seller is not able to deliver the kitten, a replacement kitten will be offered or the full amount will be returned.  CAT/KITTEN IS PURCHASED FOR: BREEDING/SHOWING  HEALTH GUARANTEE  Seller guarantees the health of said cat/kitten upon pick-up from the cattery or upon the time of shipment for a period of seventy-two (72) hours. This time period begins at the point that the cat/kitten leaves the possession of the Seller, whether it is at the cattery or at some point of shipping. The cat, if shipped, comes to the Buyer with a Veterinarian’s health certificate and a record of vaccinations (passport).  REFUNDS, REPLACEMENTS AND EXPENSES  There shall be no refunds of purchase price, shipping charges or other costs. There shall be replacement of the cat/kitten only under the circumstances provided below.  1) 72 hours guarantee  If the cat/kitten is found to be in unsound health by a licensed Veterinarian within 72 hours (counted on working days after receipt), the cat/kitten can be returned to Seller on costs of the Buyer and Buyer may request a replacement with another cat/kitten of equal value. Said replacement will be made as soon as a suitable replacement becomes available. A medical report signed by the examining veterinarian and pictures/video of the cat must be provided to the Seller prior to a replacement being made. No vetenarian costs will be payed by the Seller in this case.  After this period under no circumstance can cats be returned to the Seller.  2) 1 year guarantee  Should the cat/kitten die within 12 months of age as a direct result of an unknown (at the time of sale) congenital birth defect or FIP, said cat/kitten will be replaced only if an appropriate autopsy is performed by a licensed Veterinarian and a Veterinarian’s certificate is provided as proof of cause of death in English, including the chip/identification of the cat. Also in this case additional video or photo material is required.  3) HCM guarantee  If the kitten develop HCM between the age of 1 and 2 years old, a replacement kitten will be offered for the price of 1000 euro plus travel cost. This amount is not negotiable.  Conditions for this guarantee:   * HCM tests at the age of less than 1 years old are not accepted. * Qualification as “equivocal” is not accepted for this guarantee. * We only accept tests which has been done without sedation, because this can give a false result. * This replacement will be only done if and after the cat is sterilized/castrated. For the replacement kitten only guarantee 1 is valid. * This guarantee is only valid if the breeder did not use the kitten yet as a breeder/no offspring is produced yet by the cat.   The seller can also ask for independent advise of her own vetenarian.  No vetenarian costs of the Buyer will be paid.  The seller cannot give any other guarantee for the kitten or for the offspring of this kitten other than in Refund 1-3. (no more health guarantee the included in 1 and 2 and 3 or guarantee for developing any other fault like tail fault or medallion on a later age) After delivery all (other) costs and risk will come to the responsibility of the buyer. Money will be not returned, in no case.  Both parents are PRA n/n and PKDef n/n. The tests can be seen on our website [www.praslin.nl](http://www.praslin.nl) under documents. We regularly tests for parasites but can not give guarantee for this.  The kitten has no locket of tail fault.  For additional tests after receiving the kitten for parasites or virus we can not give any guarantee.  TRAVEL  You can pick up the kitten at our home.  If needed, we can send the cat to you. The costs of the travel will be payed by the Buyer. We can send the cat by plane (cargo) or personal delivery by a cat nanny. We will discuss the costs for the options with you.  For the knowledge of the import requirements the Buyer is responsible. We will take care of the required documents for the travel. Our responsibility for the cat ends at the moment we hand over the cat to the shipping company. You can use a travel insurance for your kitten.  COMMUNICATION  If there is any problem, not included in this contract, we are asking to communicate to us. We are always willing to help also in unexpected situations.  The buyer agrees that any questions or problems will be directly communicated and solved with the seller and no internet media like facebook or other forums will be used for discussions.  We send regularly updated pictures and videos so the buyer can see the kitten develop.  The kitten is socialized fully and raised with a lot of love. The buyer will also taking care of socialization. Seller is not responsible for behavior later of the kitten.  The buyer is using in any communication the full name of the kitten, including the cattery name Praslin. (on the website and facebook and other media)  VACCINATIONS  Your cat/kitten has been regularly dewormed and has had the required vaccination series.  BREEDING AND/OR SHOW ANIMALS  If cat/kitten is purchased for the purpose of breeding:  If a breeding animal has not produced viable offspring by the age of 30 months, buyer has the right to obtain a new breeding kitten for the price of 1000,-- euro. For Breeding cats/kittens sold are the next restrictions:  1) This cat/kitten cannot be resold, traded, given away or rehomed or placed intact/unaltered into any other breeding Program. 2) The minimum housing requirement for a Breeder is 6m2. (in case of a stud house the smallest side should be 1m of the housing, high 1.8m. This is a legal requirement too) Under no circumstances may a Breeder be housed in a cage, or in any area under these dimensions as a primary living quarters.  3) Breeding kittens will not sold back to the Netherlands.  4) In case of a stud, he can only be used by the Buyer. No stud services are allowed.  HOUSING, CARE AND TRANSFER TO THIRD PARTY  Buyer agrees that this cat/kitten will be kept indoors and not allowed to roam freely outside. Seller agrees that this cat/kitten will not be declawed. Under no circumstances will this cat/kitten be sent to a shelter or otherwise disposed of, nor shall this cat/kitten be sold, leased or given away to any pet shop, research laboratory or similar facility. If Buyer becomes unable, or no longer desires to care for this cat/kitten, the Seller reserves the first right to take back the cat/kitten and in this case the Seller will pay shipping expenses. Buyer agrees that Seller has the right to retrieve said cat/kitten if Seller does not adhere to all provisions of this contract or if cat/kitten is being neglected or abused.  If Buyer wishes to resell this cat/kitten, the Seller will have the first option to buy the cat/kitten at 1/2 of the original price.  **The kitten can not be resold as a breeder cat.**  If the buyer sell the cat as a breeder, an amount of 5000 euro is due to the Seller. THE BUYER becomes the owner of said cat/kitten upon Seller’s receipt of ‘Payment in Full’.  In case of any problems, new and additional requirements will not be honored added to the contract.    The purchasers endorsement certifies full agreement with the terms of this contract.      Signature of Buyer  ………………….  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date:  ………………..  Signature of Seller Nikoletta Nemeth  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |