

# RECHERCHE KENNEL'S WARRANTY

## BREEDER (Hamka Enterprises, Inc DBA "Recherche Kennels") AGREES:

- Breeder guarantees that puppy has had proper care to date and has been checked by a veterinarian. Shot records will be furnished at time of purchase. If puppy is being shipped a copy of the shots & deworm records will be shipped to the buyer. If within 72 hours 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 worms, fleas, mites, coccidiosis, giardia, 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 72 hours leaving breeder's possession.
- Breeder guarantees puppy against any congenital defect causing death of or making necessary euthanasia until 1 year of age. If TLC Whole Life Pet food along with NuVet & NuJoint is purchased **with autoshipping** so that breeder can track usage then an additional 3 year warranty will be given (**4 Years total**). If this occurs then breeder will replace the puppy or refund the FULL price of the puppy (minus shipping and training fees). Breeder will not assume any veterinarian bills.
- Breeder offers 1-year hip and elbow guarantee on any puppy found to have moderate or severely affected hip or elbow dysplasia (again, an additional 3 year warranty given with NuVet/NuJoint/TLC autoshipping- 4 year total). The following applies: The puppy must have an x-ray by your veterinarian to confirm the diagnosis and it must be documented by an official OFA consultation. If this occurs then buyer can choose to return puppy for a full refund (minus shipping, training & veterinarian fees) or keep the puppy and get a 75% refund of purchase price (minus shipping & training fees).
- Breeder offers 1-year heart (extended to 4 years with NuVet/NuJoint/TLC autoshipping) 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. If this occurs then buyer can choose to return puppy for a full refund (minus shipping, training & veterinarian fees) or keep the puppy and get a 75% refund of purchase price (minus shipping & training fees).
- We reserve the right to have a second opinion from our veterinarian. We also reserve the right to acquire DNA to determine the dog or puppy as one of our lineages.
- Breeder does not guarantee color, size, championship, training or temperament of any puppy.
- Recherche Kennels promise to train extensively your pup and to provide tools needed to continue training including videos. On the other hand, much of the continued training success is based on owner following advice. 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.

**BUYER AGREES:**

1. \_\_\_\_\_ (Initial) To have puppy examined within 72 hours of purchase by a licensed veterinarian to validate puppy is healthy.
2. \_\_\_\_\_ (Initial) The puppy is not being purchased for resale and will never be sold to a person, pet shop, puppy mill or agent of same.
3. \_\_\_\_\_ (Initial) Buyer is not to register the puppy under any other Pet Registry, besides American Kennel Club (AKC).
4. \_\_\_\_\_ (Initial) To provide all annual vet exams, to continue all required vaccine shots as recommended by their vet and proper vet care. It is important the puppy has all puppy shots, and their yearly boosters.
5. \_\_\_\_\_ (Initial) 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).
6. \_\_\_\_\_ (Initial) To provide adequate housing away from the elements. Buyer will have a fenced yard or kennel if the dog will be housed outside. Dog will NEVER be left on a chain. The Buyer will groom, train, and care for this dog in the manner consistent with high quality animal husbandry.
7. \_\_\_\_\_ (Initial) The value of the pet for the purpose of this guarantee is solely the original purchase price of the pet, and does not include any additional prices declared by the buyer, such as value of show dog, shipping or training fees.
8. \_\_\_\_\_ (Initial) 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. No refund is given for a return.
9. \_\_\_\_\_ (Initial) To feed dog high-quality food for the life of the puppy. Warranty extends from 1 year to 4 years when you feed TLC Whole Life Puppy Food, NuVet & NuJoint with autoshipping. (order TLC by clicking here so we can track usage: <http://www.tlcpetfood.com/61935-1025>.)
10. \_\_\_\_\_ (Initial) Any refund given will only be given after a Non-Disparagement Agreement is signed. Any disparagement done beforehand (either written online or on paper) must be removed before any refund is granted.
11. \_\_\_\_\_ (Initial) Default. 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.
12. \_\_\_\_\_ (Initial) Remedies. If a Party is in default, the non-defaulting Party may:
  - a. Cancel this Agreement; or

- b. 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.
13. \_\_\_\_\_ (Initial) 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.
14. \_\_\_\_\_ (Initial) Jurisdiction and Venue.
- a. 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.
- b. 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.
15. \_\_\_\_\_ (Initial) Indemnification. 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.
16. \_\_\_\_\_ (Initial) 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)

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

1. \_\_\_\_\_ (Initial) Puppy must be owned by original owner named in this agreement.

2. \_\_\_\_\_ (Initial) 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.
3. \_\_\_\_\_ (Initial) We strongly recommended buyer to continue to give puppy 1 NuVet Plus wafer and NuJoint (regular or DS) each day which is a powerful antioxidant that gives a tremendous boost to the immune system to prevent skin and coat problems, and creates a defense against over fifty major diseases, including hip and elbow dysplasia, and extending the life span of your dog. This can only be ordered by calling 1-800-474-7044, order code #85927 or on our website, FAQ page, by clicking on the NuVet Logo. If you reference the number we have provided so that we can track your use for 4 years, we will extend our warranty on hips, elbows, eyes, and heart for an additional 3 years. Autoshipping is required. **(combined total of 4 year warranty)**
4. \_\_\_\_\_ (Initial) We also strongly recommend buyer to continue to give puppy TLC Whole Life Puppy food, NuJoint & NuVet. Puppy food is given until around 1 year of age and then can be switched to their adult formula. We have tried dozens of dog foods and TLC blows away the competition and if you use autoshipping then your warranty will be extended from 1 year to 4 years (<http://www.tlcpetfood.com/61935-1025>)

#### LIMITATIONS OF GUARANTEE:

\_\_\_\_\_ (Initial) 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 1-9 WILL VOID ALL GUARANTEES:

1. \_\_\_\_\_ (Initial) Allowing your dog to become obese or severely underfed at any time.
2. \_\_\_\_\_ (Initial) Evidence of neglect or abuse.
3. \_\_\_\_\_ (Initial) Previous related trauma (broken bones, related injuries, etc.)
4. \_\_\_\_\_ (Initial) Dog has been bred.
5. \_\_\_\_\_ (Initial) Evidence of Strenuous Exercise – for example: No treadmill, no excessive jogging in 1<sup>st</sup> year, no extensive standing on back of legs or **excessive** tennis ball chasing and retrieving should be done – especially on slippery floors.
6. \_\_\_\_\_ (Initial) 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.
7. \_\_\_\_\_ (Initial) 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.

- 8. \_\_\_\_\_ (Initial) Not feeding this dog TLC Whole Life food with autoshipping (only applicable for final 3 years of warranty).
- 9. \_\_\_\_\_ (Initial) Not following our program of supplements NuVet/NuJoint Vitamins with autoshipping (only applicable for final 3 years of warranty).

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

(Signature)

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

ADDRESS: \_\_\_\_\_ CITY \_\_\_\_\_ ST \_\_\_\_\_ ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ EMAIL ADDRESS \_\_\_\_\_

Can we use you as a reference\*      Yes \_\_\_\_\_      No \_\_\_\_\_

\* When a buyer requests a reference, we will simply give them your first name, email address and phone number.



SELLER:

(Signature)

NAME(S): Jamel Hamka, Owner

ADDRESS: PO Box 6411

CITY: Statesville ST: NC

ZIP: 28687

PHONE NUMBER: 704-990-8030

EMAIL ADDRESS: pups@rgoldens.com