

# Spice Bengals

Switzerland ([www.spicebengals.com](http://www.spicebengals.com))

## Contract of sale (This contract has 4 pages)

Between the breeder

Boris Ehret, Kneubühl3, 6208 Oberkirch (LU), Switzerland - +41 79 293 86 75

Name, Address, Telephone

called "**breeder**" in the following and

\_\_\_\_\_  
Name, Address,  
Telephone

called "**buyer**" in the following.

### §1: Object of sale:

The buyer purchases the following cat, female

Name: \_\_\_\_\_, Dob.: \_\_\_\_\_

Breed: \_\_\_\_\_, Color: \_\_\_\_\_

Sire: \_\_\_\_\_

Dam: \_\_\_\_\_

Microchip: \_\_\_\_\_

as breeder (unspayed)

### §2: Purchase price, passing of ownership

The purchase price amounts to Euro: \_\_\_\_\_, i.w. \_\_\_\_\_

- 1<sup>st</sup> rate: **1000,-€** (non-refundable Deposit)
- 2<sup>nd</sup> rate: (to pay before delivery, \_\_\_\_\_ -€)

The ownership of the kitten will only go into the ownership of the buyer when the complete price is in the breeder's hand. The buyer needs to surrender the kitten to the breeder, if it is not paid in full right in time.

All shipping related costs at the expenses of the buyer!

a. The breeder has the right to cancel this contract, if the buyer knowingly gave wrong information, or if the health or life of said kitten would be endangered. If this cat or kitten is found to be neglected or mistreated, purchaser will surrender said cat or kitten to seller, unconditionally.

b. Place of delivery is \_\_\_\_\_ .

c. The **weight** of the kitten at time of delivery is: \_\_\_\_\_ g.

### §3:Warranty a.o.:

The breeder insures that the kitten is healthy, free from diseases, shows no parasites and is potty-trained. It is several **times prophylactical dewormed** and vaccinated **two times against Respiratory viral disease and panleukopenia** and tested **negativ for FIV & FeLV**. The **written health-certificate** (from the vet) and the **Swiss vaccination passport** are part of this contract. As the kitten will leave Switzerland it will also get a **rabies vaccination**.

The breeder has no knowledge of either any hidden or genetical defects and is not liable for this.

\* Seller gives a **1 year genetic health guarantee**. If this cat dies till the age of 1 year due to a genetic defect, it will be replaced with a new kitten/cat.

The replacement will only be valid, if the seller receives a necropsy report from a licensed Veterinarian. All official informations about the cat must be written in this necropsy report (full pedigree name, sex, birthdate, pattern, pedigree/registration number, microchipnumber...)

\* This kitten is **PK-Deficiency**:    N/N                      
                                         or N/k                      
                                         by parentage             
                                         or DNA test.          

\* This kitten is **PRA-b**:                N/N                      
                                         or N/pr-a-b               
                                         by parentage             
                                         or DNA test.          

\* Both **parents of this cat are currently HCM screened negative**.

Seller gives a 5 years **HCM guarantee for this cat**. If a board certified cardiologist diagnoses the cat HCM positive or equivocal before the age of 5 years, seller will replace the cat with a new kitten/cat. In order to receive a replacement cat/kitten, the buyer has to send to the seller the HCM report from a board certified cardiologist (preferably working with Pawped regulations). The report must contain full pedigree name, sex, birthdate, pattern, pedigree/registration number, microchipnumber of the cat.

**The cat has to be HCM screened BEFORE breeding and afterwards on a yearly basis**. The warranty is void if the cat is not HCM screened once a year. If the cat/kitten or any offspring should screen equivocal or positive for HCM, the buyer is bounded to directly inform the breeder!

The Buyer has to follow the TIBCS HCM recommendations for testing and breeding.

**With delivery of the animal all risks for health matters of the kitten/cat will go over to the buyer; this includes changes in development and colour of the breed.**

\* Seller guarantees the fertility of this queen. If by age 3 years old, the buyer has not gotten any babies out of this queen after trying her with at least 3 proven studs, she will be replaced with a female of equal value when available at Spice Bengals. Seller may require fertility testing to be done by the expense of the buyer. The female will be spayed if replaced, or sent back to seller if he chooses to have her.

\* Seller cannot guarantee the size of litters or the quality of kittens produced by this cat.

\* There are no guarantees on show wins with this cat.

There will be no money refunds issued even if buyer goes out of business.

#### **§4: Engagement of the buyer and breeder's right of pre-emption**

Until the breeder gets complete payment of the kitten, the registration of the animal will stay with the breeder. The buyer declares to keep the purchased animal under correct circumstances and to care for it, giving it love and lots of attention, to provide a proper sufficient medical care; especially in case of illness. Furthermore the buyer assures to have the animal vaccinated with all necessary vaccinations in the future. This cat or kitten will be kept indoors and not be allowed to roam freely outside.

Buyer is not allowed to keep this kitten in a cage or very small room!

- By change of residence, the buyer is bound to inform the breeder about the new residence as soon as possible.
- With death of the animal the buyer is bound to inform the breeder as soon as possible.
- A mating with another breed than Bengals is forbidden!
- Under no circumstances will this cat or kitten be sold, leased or given away, or sold to any pet shop, research laboratory or similar facility.
- Breeder is allowed to visit said cat/kitten at the buyers residence.

The buyer assures that he/she is purchasing the animal for his-/herself but not for any third party.

The buyer assures not to sell/give away the animal without former agreement of the breeder to any third party. The breeder is to be contacted in time when it is clear to sell/give away the animal by forwarding all important info of a potential sale or gift contract.

When buyer is finished using this cat as a breeder, she is to be offered back to the seller.

The breeder has a right of pre-emption; the resale price for the animal is:

\* Age up to 8 months : ½ of purchase price

\* Age exceeding 8 months: ¼ of purchase price

\* If the breeder refuses to buy the kitten back, the **kitten must be spayed before leaving the residence of the buyer!** This Kitten is not to be sold again as whole/breeder.

\* If the breeder refuses to buy the kitten back – the kitten **must be sold with a contract from the seller/same conditions like in this contract here!**

#### **§5: Breeding restrictions:**

\***Offspring** of this kitten can **only be sold for breeding and/or breeder/show with the written agreement of the breeder.** The right to keep offspring for the own breeding program/only at the residence of the buyer exists without restrictions.

\* The buyer has **always** to inform the breeder about planned breedings and litters of said cat/kitten. The breeder has the right to buy a kitten back.

\* This female is **not allowed to have her first litter before 12 months** old. Only exception would be a written declaration from a licensed veterinary that she has to be bred (f.e. because she had a Pyometra before).

\* This female is only allowed to have **3 litters in a period of 24 months! She should get a appropriate recovery time after her litters. After having had a litter she should only be bred again when she is in a real good**

**condition. After her kittens have leaved the cattery she should have about 6 months rest before she will be bred again.**

\* Buyer cannot switch ownership of this female to place her at another home. This will be considered a breach of contract.

\* Every **offspring** has to be **microchipped**.

\* Buyer understands that some adult females have a tendency to spray and mark their territory while they're in heat. For this time period this cat will be provided with an adequate living area to live in.

\* Buyer agrees to give this cat a good and loving home. She will be kept up on all vaccinations and buyer will make sure that all medical attention and treatment is given if necessary.

\* Buyer agrees to take special care in placing kittens out of this cat. Buyer cannot sell or give or donate this cat or his offspring to a pet store, laboratory or any other similar facility.

**§6: Contractual penalty clause**

If it is found that the buyer is not abiding by these conditions above, he will be surrendered to the seller at the buyers expense without a refund or the sum of 2500,- Euro has to be payed to the seller, over and above the original price for breach of contract each and every time the contract is breached.

**§7: Final conditions**

All agreements that contain an alteration, addition or a specific form of these conditions of the contract as well as specific guarantees and agreements do need to be put in writing. The same applies for any change of this clause.

The inoperativeness of one or several provisions of said General Conditions does not affect the validity of the remaining provisions. In such case a provision is applicable which meets best the legal and economic aim of the inoperative provision. This does not apply in case complying with the terms of the Contract would constitute unreasonable hardship for one or both of the Parties.

This contract is legally binding to all parties involved. It applies only to the buyer and seller in this transaction and is non-transferable to other parties.

**§8: Place of jurisdiction**

I have read and agree with all terms above. I also agree that if any legal action is to be taken, it will be done in the state of Luzern, Switzerland (sellers residence at this time) and at the buyer's expense.

**§9: Special notes**

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Location, Date

\_\_\_\_\_  
Breeder

\_\_\_\_\_  
Buyer