

Peyton Goldens Pet Puppy Warranty

Each Dog shipped or delivered to a buyer by Peyton Goldens (hereinafter referred to as "Seller"), has been examined by a licensed veterinarian. Seller warrants this Dog has not been diagnosed as suffering from and has exhibited no recognizable symptoms of any medical condition of any kind except as specifically disclosed to the Buyer in writing.

Serious or Fatal Illness. If, within fourteen days following purchase, the Dog is diagnosed by a licensed veterinarian as suffering from a serious medical condition, the Seller may choose to either replace the Dog by an animal of equal value or refund the full purchase price, provided the examining veterinarian concludes to a substantial degree of medical certainty that the condition arose while the animal was under the care of Seller. The cost of any such examination shall be borne by the Buyer. Puppies eligible for replacement pursuant to the terms of this warranty must be returned to Seller along with a duly executed American Kennel Club document transferring entirely Buyer's ownership in the dog to Seller. Injured dogs or those suffering from any medical condition other than that making them eligible for replacement pursuant to this warranty will not be accepted by Seller and are not subject to replacement. Buyer shall bear all costs associated with delivery of the replacement animal and with return of the defective animal. This replacement shall be from a comparable breeding, acceptable to both Buyer and Seller, as soon as such a breeding can be practicably arranged.

If the Dog covered by this warranty dies within fourteen days following purchase, the Seller may choose to either replace the Dog by an animal of equal value or refund the full purchase price, if it is established that the cause of death was the direct and proximate result of a condition that arose while the Dog was still under the care of Seller. In order for a right of replacement or refund to vest in Seller under this warranty, Buyer must, as soon as practicable and in consultation with Seller, but in no event later than 48 hours after death, deliver the Dog's remains to a licensed veterinarian known within the local veterinary community to be skilled in and capable of performing necropsies on dogs and shall request such veterinarian determine the cause of death. If the veterinarian determines to a substantial degree of medical certainty that the cause of death is attributable to a condition that arose while the Dog was under the care of the Seller, the Dog shall be replaced or a refund made pursuant to this warranty. If the veterinarian cannot make such a conclusion, Seller shall have no obligation pursuant to this warranty and Buyer shall be liable for the cost of the necropsy.

Canine Hip Dysplasia (CHD). Seller represents this Dog's parents have been certified by the Orthopedic Foundation for Animals (OFA) as having acceptable hip conformation. However, because of the nature of this disease, CHD can occur in dogs whose known ancestors were not dysplastic. Seller accordingly makes no warranty, expressed or implied, that this Dog will not develop CHD or that it will be certifiable as having excellent, good, or fair hip conformation. At the Buyer's request, the Seller will choose to either replace the Dog or refund half of the purchase price if the OFA determines the Dog suffers from mild, moderate, or severe hip dysplasia at any time during its lifetime. If the OFA certifies this animal as having hip dysplasia, the Buyer will have the animal x-rayed a second time by a veterinarian known in the medical community as being skilled at hip x-rays within 18 months. Buyer will forward this second set of x-rays to the breeder for ultimate submission to the OFA. If the second set of x-rays is certified as dysplastic and the Buyer requests, Seller will either refund or replace the animal as specified below.

In order for a replacement or refund right to vest in Seller, Buyer must have this animal's hip x-rays certified by the OFA between the ages of 24 and 30 months. Buyer is also responsible for exhibiting reasonable care, including proper feeding, conditioning, and weight management, during this Dog's lifetime but particularly up until 18 months of age. This warranty is void if the Dog was bred prior to receiving a final hip clearance of fair, good or excellent or was neutered prior to 24 months of age without Seller's written permission. Under no circumstances will Seller be responsible for payment for any medical treatment for a dog demonstrating CHD at any time.

Elbow Dysplasia (ED). Seller represents this Dog's sire and dam have been certified by the Orthopedic Foundation for Animals (OFA) as having normal elbow conformation. However, because of the nature of this disease, ED can occur in dogs whose known ancestors were not dysplastic. Seller accordingly makes no warranty, expressed or implied, that this Dog will not develop ED. At the Buyer's request, the Seller will choose to either replace the Dog or refund half of the purchase price if the Dog is diagnosed with elbow dysplasia at any time during its lifetime via CT scan. If on initial submission, the OFA certifies this animal as having ED, the Buyer will have the animal evaluated via CT scan by a veterinarian known in the medical community as being knowledgeable about ED. Buyer will forward the radiographic report to Seller and if the

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report certifies the dogs as dysplastic and the Buyer requests, Seller will either refund or replace the animal as specified below.

In order for a replacement or refund right to vest in Seller, Buyer must have this animal certified by the OFA between the ages of 24 and 30 months. Buyer is also responsible for exhibiting reasonable care, including proper feeding, conditioning, and weight management, during this Dog's lifetime but particularly up until 18 months of age. This warranty is void if the Dog was bred prior to receiving a normal elbow certification from the OFA or if the Dog was neutered prior to 24 months of age without Seller's written permission. Under no circumstances will Seller be responsible for payment for any medical treatment for a dog demonstrating ED at any time.

Canine Genetic Eye Disease. Seller represents this Dog's parents have been examined by a Diplomate of the American College of Veterinary Ophthalmology (ACVO) and determined to be free from major inheritable eye diseases. However, because of the nature of genetic eye disease, they can occur in dogs whose known ancestors were not affected. Seller accordingly makes no warranty, expressed or implied, that this Dog will not develop inherited eye disease. At Buyer's request, Seller will choose to either replace this Dog or refund half the purchase price if the dog is not eligible for an OFA or CERF Eye Certification Number due to a major inheritable eye disease in this Dog. In order for such a refund to vest in Seller, the Buyer must have an eye examination done by an ACVO Diplomate and registered either with CERF or OFA annually from 24 months of age until its death. If examination reveals this Dog as suffering from a major inheritable eye disease, the Buyer will have the animal examined a second time by another ACVO Diplomate. If the second examination supports the initial finding, Seller will either refund or replace the animal as specified below if requested by Buyer. This warranty is void if the Dog was bred prior to its first ACVO eye examination or if it was neutered prior to 24 months of age without Seller's written permission. Under no circumstances will Seller be responsible for payment for any medical treatment necessary as a result of such a disorder.

Heart Disease. Seller represents this Dog's parents have been examined by a Diplomate of the American College of Internal Veterinary Medicine, Cardiology Specialty (ACVIM-CS), and certified to be free of genetic heart disease, including but not limited to sub-arterial aortic stenosis. However, because of the nature of these diseases, they can occur in dogs whose known ancestors were not affected. Seller accordingly makes no warranty, expressed or implied, that this Dog will not develop inherited heart disease. At the Buyer's request, Seller will choose to either replace this Dog or refund half the purchase price if the Buyer produces an examination report from an ACVIM-CS Diplomate disclosing inherited heart disease in this animal based on echocardiographic examination of the heart. In order for such replacement or refund to vest in Seller, the Buyer must have a heart examination done by an ACVIM-CS Diplomate and registered with the OFA when Dog is between 24 and 30 months of age. If initial examination reveals this animal as suffering from a major inheritable heart disease but did not include echocardiographic examination (two-dimensional, pulsed-wave Doppler, and continuous wave Doppler), the Buyer will have the animal evaluated using echocardiography by another ACVIM-CS Diplomate. This warranty is void if the Dog was bred prior to receiving an OFA cardiac clearance or if it was neutered prior to 18 months of age. Under no circumstances will Seller be responsible for payment for any medical treatment necessary as a result of such a disorder.

Epilepsy. Seller represents this Dog's parents have never had a seizure of any type. However, because of the nature of canine epilepsy, it can occur in dogs whose known ancestors were not affected. Seller accordingly makes no warranty, expressed or implied, that this Dog will not develop inherited epilepsy. At the Buyer's request, Seller will choose to either replace this Dog or refund half the purchase price if the Buyer produces verification from a veterinarian that this dog has experienced more than six seizures of no identified origin prior to its sixth birthday. In order for such replacement or refund to vest in Seller, the Buyer must have informed the breeder within a week of the first seizure and have completed recommended medical testing to rule out other causes. This warranty is void if the Dog was bred prior to two years of age or if it was neutered prior to 18 months of age without Seller's written permission. Under no circumstances will Seller be responsible for payment for any medical treatment necessary as a result of such a disorder.

Cancer. Seller represents this Dog's sire and dam have never had cancer of any type. However, because of the nature of this disease, it can occur in dogs whose known ancestors were not affected. Seller accordingly makes no warranty, expressed or implied, that this Dog will not develop cancer. At the Buyer's request, Seller will choose to either replace this Dog or refund half the purchase price if the Buyer produces documentation from a veterinarian, verified by appropriate laboratory results, that this dog died of cancer before its sixth birthday. In order for such

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replacement or refund to vest in Seller, the Buyer must have informed the breeder within a week of diagnosis. This warranty is void if the Dog was bred prior to two years of age or if it was neutered prior to 24 months of age without Seller's written permission. Under no circumstances will Seller be responsible for payment for any medical treatment necessary as a result of such a disorder.

Refund. If Buyer requests a refund under the terms of this warranty, Buyer must provide a certificate from a licensed veterinarian verifying either that the Dog has been neutered or spayed or that it died from one of the diseases in this warranty, as well as the documentation requesting and establishing the reason for the refund. The refund will be one-half the initial purchase price of the Dog and will be reimbursed only once during the dog's lifetime, which will cover all included conditions.

Replacement. The Seller may choose to offer a replacement puppy to the Buyer at half the purchase price for the replacement puppy's litter. If the Seller chooses this, the Buyer must either return the Dog to Seller along with a duly executed American Kennel Club document transferring entirely Buyer's ownership interest in the Dog to Seller or provide a certificate from a licensed veterinarian verifying the Dog has been neutered or spayed. If the Puppy is to be returned, Buyer will bear all costs associated with delivery of the replacement dog and with return of the defective Dog. The replacement Dog shall be from a comparable breeding, acceptable to both Buyer and Seller.

SELLER DISCLAIMS AND EXCLUDES THE IMPLIED WARRANTY OF MERCHANTABILITY. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.