



## ROTTWEILER CLUB OF VICTORIA INC. SALES AGREEMENT

REGISTERED NAME:..... DATE OF BIRTH:.....

SEX:..... REG NO:..... MICROCHIP NO:.....

1. The Breeder has endeavoured by good breeding practice to reduce the risk that the Rottweiler may suffer from the following defects; Hip and Elbow Dysplasia (meets the current requirements of the National Rottweiler Council of Australia Hip and Elbow Dysplasia Scheme), JLPP, Entropion, Ectropion, faulty bite (Undershot, Overshot or Wry), monorchidism, cryptorchidism or Osteochondritis (OCD) ("the Defects").

2. The purchasers are purchasing the Rottweiler as a BREEDING/SHOW PROSPECT or DOMESTIC PET. **(delete whichever is not applicable)**

3. Notwithstanding the provisions of Clause 1 above, if within thirty-six (36) months of the date of birth of the Rottweiler:

- a) if purchased as a BREEDING / SHOW PROSPECT, it suffers from any of the Defects; or any other condition that renders the dog unsuitable for breeding e.g., missing teeth, Spitz tail, white colouring;
- b) if purchased as a DOMESTIC PET, it suffers from Hip Dysplasia, JLPP, Entropion, Ectropion or Osteochondritis.

**It is agreed by the BREEDER and the PURCHASER that the liability of the Breeder to the Purchaser shall be limited to the following when the existence of a defect has been established.**

- (i) Where a dog is returned to the member within 3 days of sale, for any reason not supported by a statement from a veterinary practitioner, the member must take back the animal and refund 75% of the purchase price.
- (ii) Where a dog is returned to the member within 21 days of sale accompanied by a statement from a veterinary practitioner that the animal is unacceptable for health reasons, the member must take back the animal and refund 100% of the purchase price.
- (iii) If an animal is diagnosed with, suffering from, dies of, or is euthanised because of a physical defect or disease that is directly traceable to the point of sale within 3 years of purchase, the member must, subject to a second veterinary opinion, refund 100% of the purchase price where the owner of the animal provides supporting statements from a veterinary practitioner, including test results where a suitable test is available. Owners of the animal must make veterinary reports and test results available to the breeder for the breeder to obtain their own veterinary advice (second opinion), and for the purpose of informing future breeding management.

**OR**

- (iv) The provision of a DOMESTIC PET or BREEDING/SHOW PROSPECT replacement animal from the Breeder's stock on the delivery of the original animal to the Breeder or upon the death of the animal.

**OR**

- (v) A refund to the **purchaser** of such portion of the purchase price of a BREEDING / SHOW PROSPECT not exceeding 50% thereof, as the breeder in his absolute discretion may determine on return of the registration papers and proof of desexing, **if the purchaser wishes to keep the dog.**

4. **It is the responsibility of the PURCHASER to notify the breeder within 28 days when a defect is suspected and PRIOR TO ANY SURGERY, so that Clause 4 (a) can be implemented.**

- a) The Breeder shall have the right to have the animal examined by a Veterinary Surgeon of their choice to verify the existence of and the extent of any Defect complained of by the Purchaser.

**IN THE ABSENCE OF ANY SUCH NOTIFICATION THE PROVISIONS OF CLAUSE 3 DO NOT APPLY**

5. In the event of both parties failing to reach a satisfactory agreement the Rottweiler Club of Victoria Committee will act as an independent mediator to help resolve the dispute. All appeals to the RCV Committee are to be in writing.

6. It is a condition of this agreement that if at any time the Purchaser wishes to dispose of the animal, the Purchaser shall first offer the animal to the Breeder.

Signature ..... BREEDER

Signature .....PURCHASER

DATE:.....