

Purchase Contract

between

_____ (hereinafter „the Vendor“)
and

_____ (hereinafter „the Purchaser“)

concerning

a Siberian Husky

born on _____ Father () / Mother ()
Fur colour _____ Eye colour _____
Reference Number: _____ Chip Number: _____
Sale price EURO _____

According to the following terms and conditions:

1. Payment of the Purchase Price

- 1.1 The Purchase Price is due and payable in full, less the amount of any deposit paid, at the time of collection of the Husky being the subject matter of this Agreement. Receipt if the Purchase Price will be evidenced by written receipt.
- 1.2 Other than as stated in Clause 1.1, the Purchase Price may be paid within seven days by way of electronic funds transfer, such payment being made to the bank account of the Vendor held at (Bank Name) _____, Account Name _____, Sort Code(BLZ) _____ Account Number _____
- 1.3 In cases where the entry into this Agreement and collection of the relevant Husky are not contemporaneous, the validity of this Agreement shall depend upon a deposit payment being part of the total Purchase Price, such deposit payment in the amount of EURO _____ being received by the Vendor.
- 1.4 In the event that the agreed deposit payment has not been received by the Vendor, either in cash, or within seven days by way of electronic bank transfer to the bank account at (Bank Name) _____, Account Name _____, Sort Code (BLZ) _____, Account Number _____, this contractual agreement shall be deemed not to have been entered into with the consequence that no party to this Agreement shall be entitled to rely upon, nor to enforce any purported rights arising from this Agreement.

2. Genealogical Table, Proof of Immunisation

- 2.1 The abovementioned Husky shall be sold and delivered with a genealogical table and proof of immunisation.
- 2.2 In the event that it is not possible to provide a genealogical table at the time that the relevant Husky is delivered to the Purchaser, the Vendor shall provide the same to the Purchaser at the cost of the Vendor as soon as possible thereafter.

3. Warranties and Assurances relating to both parties to this Agreement

- 3.1 The Vendor warrants to have the necessary knowledge, capacity and possibility to ensure the correct breeding and care of the relevant Husky. This relates in particular to cage measurements, exercise and social contacts.
- 3.2 The Vendor warrants to breed and to have bred the Husky in an FCI accredited organisation and accordance with applicable rules. In the event of non-compliance, the Vendor shall pay to the Purchaser a penalty amount of EURO 500.00.
- 3.3 The Vendor is liable in accordance with the legal regulations contained in Clause 434 and following BGB (German Civil Code), that the Vendor delivered the Husky with no health and or other deficiencies other than those specifically listed in Clause 3.5 of this Agreement.
- 3.4 In the event of a sale of a young animal, no guarantee in relation to the future performance, external appearance and or character of the animal is given. Liability for any health problems that are the result of inadequate care on the part of the Purchaser is specifically excluded.
- 3.5 The Vendor specifically notifies the Purchaser of the following particulars relating to the Husky:

- 3.6 The Vendor warrants to have completed the necessary immunisation. Details are contained in the EU Animal Registration Document / Immunisation Certificate. The Purchaser declares that it is informed as to the due date for the next immunisation and shall be responsible for the same.

4. Repurchase Right

- 4.1 The Vendor expressly retains its rights pursuant to Clause 456 and following BGB with the qualification that this repurchase right can only be exercised when:
 - 4.1.1 there are one or more grounds showing that it not in the interest of the Husky for it to remain with the Purchaser, including but not limited to, a breach of Clause 3.1 of this Agreement;
 - 4.1.2 the Purchaser breaches Clause 3.2 of this Agreement;
 - 4.1.3 the Purchaser wishes to sell the Husky to a third party.
- 4.2 In order to secure the repurchase rights of the Vendor, the Purchaser shall expressly inform the Vendor of any planned sale of the Husky to a third party, with a minimum of four weeks advance notice. The Vendor shall decide within a period of two weeks thereafter, whether or not the repurchase right shall be exercised and shall advise the Purchaser as to the same in writing. In the event that the Purchaser does not comply with this Clause, or is late in doing so, the Purchaser shall pay an amount of EURO 1 000.00 as damages to the Vendor, however, if the sale price of the Husky to the third party was more than this amount, the amount of damages payable shall be increased so as to equal this amount.
- 4.3 The price payable by the Vendor upon the exercise of its repurchase right shall be determined having regard to the age, health and training of the Husky however, shall not be more than two thirds of the present purchase price within a period of three years following the date of this Agreement. The price payable by the Vendor shall be reduced by an amount of EURO 300.00 in relation to each additional year. In the event that the parties to this Agreement are unable to agree as to the price payable, an independent assessment of the Husky and price determination shall be conducted by a suitable person appointed by the SHC, or by a suitably qualified person determined by that organisation at the cost of the Purchaser and the possible price payable by a third party shall also be taken into account as part of this process. Both parties hereto agree to accept the price determination as binding.
- 4.4 The repurchase right shall be entered in the genealogical table.