



**SVENSKA
KENNELKLUBBEN**
HUNDÄGARNAS RIKSORGANISATION

PURCHASE AGREEMENT FOR DOG

The following agreement has been concluded between the seller and buyer below. This agreement does not grant the seller the right to retain breeding rights.

DOG

Breed	Date of Birth	Gender <input type="checkbox"/> Male <input type="checkbox"/> Bitch
Name	Registration number	
Sire	Registration number	
Dame	Registration number	
Vaccinated <input type="checkbox"/> No <input type="checkbox"/> Yes, certificate of vaccination is attached	Inspected by a veterinarian on (date)	The attached examination certificate must have been issued less than seven days prior to signing. The buyer certifies that he/she has read the attached examination certificate. Signature of buyer:
ID-marking <input type="checkbox"/> Chip <input type="checkbox"/> Tattoo	ID number	

SELLER

First name and surname	Corporate/personal ID number	
Address	Telephone number	
Postal code	City	E-mail

BUYER

First name and surname	Corporate/personal ID number	
Address	Telephone number	
Postal code	City	E-mail

CONSIDERATION AND DELIVERY (The Consumer Sales Act (2022:260) is applicable to this agreement, when the buyer is to be considered a consumer.)

Price including any deposit:	PLEASE NOTE. If a deposit (max 15 % of the purchase price) is paid, the purchase agreement shall be drawn up.	A puppy is delivered no earlier than at eight weeks of age. See also point 3 on the reverse of this agreement. The seller shall hand over the registration certificate or written certificate proving that the dog has been reported for registration to the buyer when the dog is collected. In accordance with SKK's code of ethics, the dog shall be ID marked and examined by a veterinarian prior to delivery.
Any price reduction, see appendix : -	Date	
Including any VAT:	Acknowledgement of deposit paid	
TOTAL:	The dog will be delivered on	

TERMS AND CONDITIONS (Amendments in the agreement text may constitute a breach of SKK's code of ethics.)

Information from the seller The seller certifies that the buyer has been provided with correct information on the uses for which the dog is suitable, as well as detailed information on the particular breed. The seller also certifies that the buyer has been provided with essential information on known illnesses/defects among the breeding stock as well as in the particular dog involved in the sale. Information on illnesses/defects in the dog or the breeding stock is reported in an appendix, along with any price reduction. The appendix shall contain the dog's registration number and be signed by both parties to the agreement. The appendix shall be drafted in two copies of which each party takes one copy. Special information/price reduction, appendix attached <input type="checkbox"/> Yes <input type="checkbox"/> No	Deposit <input type="checkbox"/> Yes <input type="checkbox"/> No If a deposit has been paid, max 15 % of the purchase price, it is forfeit in the event of cancellation by the buyer, provided that the examination certificate is satisfactory.
Obligation to examine The seller has invited the buyer to examine the dog before purchase. What the buyer should have noticed during the examination may not be cited as fault.	The seller's liability in the event of defects The seller is liable for defects that were present at the time of delivery and that appear within three (3) years of that date. The Presumption Rule on defects which become evident within six months of the date on which the dog was delivered does not apply to this purchase since the price is greater than one-tenth of the current price base amount. The seller has taken out insurance for latent defects <input type="checkbox"/> Yes <input type="checkbox"/> No If the yes box has been ticked, the following applies: The Seller has taken out insurance for latent defects providing cover until the dog reaches the age of 36-39 months, depending on insurance company. Whether or not insurance cover has been taken out, the seller is liable for latent defects for three years after delivery. Insurance company

SIGNATURES

The terms and conditions stated overleaf, which both parties have read and understood, shall apply. Both the seller and buyer declares themselves content with this agreement, of which each party received one copy.		Acknowledgement that the purchase price has been paid
Place, date	Place, date	Place, date
Signature seller	Signature buyer	Signature seller

Please turn



PURCHASE AGREEMENT FOR DOG

1. QUALITY AND CHARACTERISTICS

Unless otherwise has been especially stated in this agreement, the following applies. The purchase relates to a dog of stated breed, registered in SKK. The dog is sold for the primary purpose of being used for companionship. The seller is not liable for, unless otherwise agreed, the dog's exterior development or for exterior deviations, to the dog in the extent that the development or deviance does not affect the dog's health or function as a pet.

The parties are aware the the dog is a living animal, and, as such, may be subject to latent defects during its life, which it has not been possible to foresee or prevent. The parties are also aware that the dog is being transferred in its existing condition. If the sale is of an adult dog, the parties are aware that it constitutes a secondhand good.

The seller affirms that breeding took place in accordance with the Animal Welfare Act (2018:1192) and the Swedish Kennel Club's rules and guidelines for preventing the development of defects in dogs.

The buyer has been afforded the opportunity to investigate the dog and its breeding rigorously before purchase. The buyer has read the attached veterinary examination certificate. The parties have agreed the following on the condition in which the dog shall be transferred on the delivery date:

The dog is being transferred in its existing condition on the basis of what a careful buyer has reason to expect in the light of the dog's age, price, known veterinary certificate, the information and guarantees provided by the seller and the provisions for preventing defects and any disclaimers contained in the relevant appendix.

The Consumer Sales Act and the Sales Act contain exhaustive definitions of when a goods shall be deemed defective. The two most important definitions for the part of purchase is that the dog is considered defective

- if it is not consistent with what the parties have agreed on in relation to breed and quality
- if it otherwise deviates from what the buyer could reasonably have expected.

The question of whether the dog shall be considered defective shall be assessed while taking into consideration its character when it is delivered. The seller is responsible for defects existing at that point in time even if the defect does not become evident until later ("latent defect"). A defect which becomes evident within 6 months after the delivery of the dog shall be considered to have existed at the time of delivery, unless otherwise evident or this is incompatible with the nature of the dog or the defect, unless the dog has been sold to a consumer at a price lower than one-tenth of a price base amount. For dogs sold at a price which exceeds one-tenth of a price base amount in accordance with Chap. 2 §§ 6-7 of the Swedish Social Insurance Code, the Parties have agreed on exceptions to this condition.

2. CANCELLATION, CONSUMER PURCHASE

Under the provisions of Section 7 of the Consumer Sales Act, a buyer has the right to cancel the purchase of the goods (the dog) before it has been delivered. In that event, the seller has the right to damages. The seller has the right to compensation for specific costs incurred by the seller in entering into and fulfilling the agreement to the extent that the seller cannot absorb these any other way. The seller also has the right to compensation for specific costs arising as a result of the cancellation and loss in general at an amount which is reasonable with respect to the price of the good, the date of cancellation and the circumstances in general. In the event of cancellation, the seller may retain a reasonable amount of compensation, determined in advance. This does not, however, apply if the cancellation is due to problems identified during the examination. In that case, the deposit shall be repaid within 2 weeks.

3. DELIVERY/FULLFILLMENT

Delivery will take place, once the dog has received a satisfactory examination report, by the buyer collecting the dog from the seller. If the dog shall be transported by the seller to the buyer, the buyer will be liable for the transportation costs.

If serious medical problems are identified during the inspection, the seller is not obliged to complete the purchase.

4. RECOMMENDATION IN THE EVENT OF REPURCHASE OF THE DOG

In the first instance, the seller and buyer will try to reach agreement on the terms and conditions. If the parties have differing opinions on the amount of the repayment, the Swedish Kennel Club's recommendations below should provide guidance.

If the repurchase takes place within 14 days, counting from the day of delivery, 80 % of the purchase price will be repaid.

If the repurchase takes place later, but within three months, counting from the day of delivery, 60 % of the purchase price will be repaid.

If the repurchase takes place later, but within 12 months, counting from the day of delivery, 40 % of the purchase price will be repaid.

If the repurchase takes place later, but within 24 months, counting from the day of delivery, 10 % of the purchase price will be repaid.

If the repurchase takes place later than what has been stated, no part of the purchase price will be repaid.

In accordance with the Act on the Calculation of Statutory Time Limits the final day when calculating deadlines is the day which, by its name in the week or number in the month, corresponds to the one from which the time count began.

5. THE PARTIES' LIABILITY IN THE EVENT OF DEFECTS IN THE DOG

The dog shall be healthy and without defects at delivery unless otherwise has been expressly stated in the agreement. Questions regarding whether the dog has been healthy and without defects shall be assessed with consideration to its condition (character) at the time of delivery. The seller is liable for defects which existed at this time, even if such a defect only becomes evident later ("latent defect"). The consumer has the right to require the seller to rectify a defect in the goods or to supply substitute goods. The seller is obliged to rectify the defect or supply substitute goods only if these actions are possible and can be taken without unreasonable expense to the seller, Chap. 4 of the Consumer Sales Act. The consumer must make the goods available to the seller in the event of rectification and the supply of substitute goods. If the consumer has rectified the defect and, taking account of the circumstances, it could not have reasonably been required that the consumer await rectification or the supply of substitute goods on the part of the seller, the consumer may take account of the requirements stipulating that the seller must rectify the defect or supply substitute goods, provided that this can be done without unreasonable expense to the seller. The injured party must take reasonable measures to limit the loss/damage. If the injured party does not do so, that party must bear a corresponding proportion of the loss.

6. COMPLAINT

Complaint means that the buyer notifies the seller that the buyer does not accept the dog, and states in what way the dog, according to the buyer's perception, is defected. A prerequisite for the buyer to be entitled to compensation for a defect is that the buyer submits a complaint about the dog.

A complaint shall be made within reasonable time after the buyer notices, or should have noticed, the defect. Notification which is submitted within two months after the buyer has noticed the defect shall always be considered as submitted in time.

7. LIMITATION OF LIABILITY

The seller's liability for defects in the dog is limited with regard to the buyer's demand for remedial action, delivery of a substitute, price reduction, revocation and damages. Compensation shall not be paid for the part of the insurance reimbursement which has been paid on the dog's life insurance and a veterinary care insurance if such exists. The sellers liability for damages due to defects cannot exceed the purchase sum, unless deceit in the seller can be proven, or if it regards such consequential damages as referred to in Chapter 5, Section 7, point 2 of the Tort Liability Act (1972:207).

8. DISPUTE RESOLUTION

The parties shall try to resolve disputes, which regards the interpretation or implementation of the agreement, through negotiations. If the parties cannot agree, the dispute can be adjudicated by the Swedish Kennel Club, a general court or the National Board for Consumer Disputes.

REPURCHASE CANCELLATION

The dog's name	Registration number	Date	Repaid purchase price
Signature of original seller	Signature of original buyer		



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