Cattery "Fire Stone" Ukraine
catteryfirestone@gmail.com
www.my-cattery.com
Ph. +380990610301

Contract

Description of kitten/cat

Nickname:
Breed:
Color:
Sex:
Date of Birth:
Date of Sale:
Purchase Amount:
Quality of the kitten/cat: pet or breed (underline whatever applicable)
Chip:

Personal Information

Name of buyer/owner:
Address:
Phone: E-mail:

Name of seller/breeder:
Address:
Phone: E-mail:

Purchaser certifies that this information is true and accurate.

The purpose of this contract is to protect all parties: the buyer, the seller, and the kitten/cat. If there are any problems, questions, concerns, or issues that you need help with, catteryfirestone@gmail.com is always here. We want the adoptive parent(s) and/or family to be completely happy with the new kitten/cat and his or her transition to the new home. Transitioning is easy for some kitten/cat but more difficult for others, and kitten/cat handle stress in various ways. The contract consists of 9 pages.

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Terms of Contract

1. Deposit

A kitten/cat is considered reserved only after making a deposit — 50%.
The deposit is not refunded under any circumstances, it is considered compensation for the maintenance of a kitten/cat and missed opportunities to sell it.

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2. Payment

The buyer is obliged to make a deposit or full payment provided for in this Agreement, via Western Union, MoneyGram, Swift, PaySend, transfer to a card (Visa, MasterCard), Zelle, SendNomad, Contact or via PayPal. You must add an additional (approximately 10-20%) of the payment amount; this serves to cover the commission that PayPal charges the seller for transferring funds, and also serves to cover the difference in currency exchange, which is usually less than the official exchange rate of the National Bank (payment must be made with a note to friends or relatives). All payments related to the transfer of money, the buyer pays additionally. By making a deposit or full payment, the seller indicates that he understands and agrees to comply with the terms set out in this agreement.

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3. Health and related information

The seller will provide purchaser with documenting vaccinations and deworming.

3.1. The seller guarantees that the kitten will be healthy during the purchase for a certain period - 72 hours. The buyer must inspect the kitten at veterinarian within 72 hours. During this 72-hour period, if this kitten/cat is found to be serious sick with a congenital defect, the seller will pick up the kitten/cat and return the payment, minus the deposit and any transportation costs, under the following conditions: the seller provides with relevant documents from a licensed veterinarian, indicating a medical problem and that the cat has a serious medical defect. In case of confirmation of the diagnosis, the buyer, at his own expense, shipping the seller the animal back. All certificates must be scanned and sent to the seller by e-mail from the veterinarian on his letterhead (or clinic letterhead) with the license number of the veterinarian. All veterinarians who issue an official certificate of veterinary inspection must be licensed by the state and accredited by state institutions of the respective countries. After 72 hours, the seller can no longer guarantee the cats health, with the exception of birth defects.

3.2. The seller gives a guarantee for the replacement of the cat in case of a positive diagnosis of the cat for HCM m/m under the age of 1 year. But only BEFORE receiving the first kittens. The etiology of primary cardiomyopathy today is not fully understood. HCM disease in cats is a complex disease that can be caused by many factors. Hereditary pathology, viral diseases, autoimmune mechanisms, biochemical disorders and food deficiency (for example: taurine) may be involved in the development of cardiomyopathy. If HCM m/m is found in a kitten at the age of 1 year, the purchaser must notify the seller. Provide a repeat HCM test, ultrasound (are accepted only by licensed cardiologists from leading clinics that are officially recognized internationally, the choice of which is agreed with the seller). If the diagnosis is confirmed, the buyer carries out sterilization or castration at their own expense, providing the seller with photos, video and relevant documents, as a result, they receive another animal of the same sex in return (the exchange of a kitten may take up to 1 year from the date of notification). The seller will offer up to three replacements, and if none of them is accepted by the buyer, it should be assumed that the buyer is not open to replacement and thus loses the right to these replacements.

3.3. This contract does not apply to any diseases/injuries that are treatable or otherwise that the specified kitten / cat may become infected with later in life or after the expiration of the warranty period, such as, but not limited to, eye infections, respiratory infections, ear infections, as well as parasitic or fungal infections, although the seller does everything possible to limit such cases. Detection of hidden genetic defects, such as: diseases of the endocrine system, diseases of the circulatory and lymphatic systems, diseases of the cardiovascular system, diseases of the immune system, diseases of the skin and mucous membranes, diseases of the nervous system, eye diseases, diseases of the reproductive system, diseases of the respiratory system, diseases of the skeleton (including anomalies in the tail spine, in the jaw and dental systems), etc., after the purchase of a kitten is not a reason for the return of the kitten and the amount of money paid for it, since it is not possible to determine their presence before a certain age of the cat or conducting complex medical research. There is no guarantee of exhibition qualities, personality, sexual development or success of kittens/cats sold for breeding. These are factors that the seller cannot always predict or control and, therefore, will not guarantee.

3.4. Seller gives a guarantee of reproduction: - if upon reaching the animal of childbearing age, it turns out that it is not capable of reproduction due to genetically determined or intrauterine-acquired anomalies, when the buyer provides relevant veterinary documents (only certificates of competent specialists from leading clinics and laboratories that are officially recognized internationally, the choice approved by the seller). In case of confirmation of the diagnosis, the buyer, at his own expense, shipping the seller the animal back and receives another animal of the same sex for replacement (exchanging a kitten may take up to 1 year from the date ofnotification). The costs associated with the replacement of the animal are paid by the purchaser. The seller will offer up to three replacements, and if none of them is accepted by the buyer, it should be assumed that the buyer is not open for replacement and thereby loses the right to these replacements. The inability of an animal to reproduce is established by a reproductive physician at the Center for Reproduction (only certificates from competent specialists from leading clinics and laboratories that are officially recognized internationally are accepted, the choice is agreed with the seller). Reproduction screening includes: Inspection and Conclusion of a Reproductive Physician; Cytological analysis of vaginal secretions; Ultrasound of the genitourinary system; Tests for the presence of chronic viral infections (viral immunodeficiency, viral leukemia, infectious peritonitis, ureaplasmosis, chlamydia, mycoplasmosis, toxoplasmosis, campylobacteriosis); Spermogram for males.

3.5. If a kitten/cat dies or is euthanized due to a genetic or birth defect within 6 months from the date of sale, the seller will replace the kitten/cat (replacement of the kitten may take up to 1 year from the date of notification). The buyer provides the seller with the results of the autopsy a kitten/cat by a licensed specialist. An impartial veterinary pathologist at the buyer's expense, stating that the cause of death is undoubtedly a genetic or birth defect; a second examination by a veterinarian of the seller's choice confirms these claims. The results must be communicated to the seller in writing by the veterinarian/pathologist who performed the autopsy within 7 days after the autopsy. These results will confirm the state of health. All certificates must be scanned and sent to the seller by e-mail from the veterinarian/pathologist on his letterhead (or the letterhead of the clinic) indicating the license number of the

veterinarian/pathologist. All veterinarians/pathologists who issue an official certificate of veterinary examination/autopsy must have a state license and are accredited by state in stitutions of the respective countries.

3.6. The buyer is obliged to test his kittens /cats with which the kitten of the kennel will come into contact for the disease FCoV/FIPV 10-20 days before the kitten / cat arrives from the seller's kennel to the buyer's house. If this testing is not carried out and the results are presented to the seller before the arrival of the kitten/cat at the buyer's house, the buyer loses the right toa replacement in accordance with paragraph 4.3.

3.7. Seller assumes no liability or responsibility for any veterinary care for this cat after the purchaser takes possession of said cat. Under no circumstances will the seller be responsible for any veterinary bills incurred by the purchaser.

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4. Duties of the parties

4.1. The seller undertakes: at the request and at the expense of the buyer, before sending the kitten/cat to the buyer's house, to send to the laboratory tests for infections that interest the buyer. In case of receiving positive tests for fatal diseases, the seller is obliged to change the kitten/cat. After the kitten/cat has been delivered to the buyer's house, applications for positive tests for viruses, including coronavirus, are not considered if there is no clinical picture of the disease. The animals of the cattery «Fire Stone» are vaccinated with an attenuated vaccine Nobivac Tricat Trio or Felocell 4. Vaccine NTT produce average antibody titers that remain at this level for at least 4 years. (R.M. Gaskell, M. Bennett «Directory on infectious diseases of dogs and cats»). All cats ofthe cattery pass tests for FIV, FeLV, FPV. Tests must be prepared 10-20 working days before the date of departure of the kitten/cat from the cattery. If the buyer has not exercised this right (clause 4.1. the kitten's claims for health reasons will not be considered in the future.

4.2. The seller undertakes: on request and at the expense of the purchaser, before sending the kitten/cat to the house, check the male (spermogram) or female (reproductive analyzes). Analyzes must be prepared 10-20 working days before the date of departure of the kitten/cat from the cattery.

4.3. In the case of obtaining positive tests for fatal diseases - FIPV of the kitten/cat within 1 (one) months from the date of shipping of the kitten/cat in the purchaser's house the seller gives a guarantee for the replacement. Replacing a kitten can take up to 1 year from the date of notification. The seller will offer up to three replacements, and ifnone of them is accepted by the purchaser, it should be assumed that the purchaser is not open for replacement and thereby loses the right to these replacements. At the expense of the purchaser, an autopsy is required to prove the cause of death. The results must be communicated to the seller in writing by the veterinarian/pathologist who performed the autopsy within 7 days after the autopsy. All certificates must be scanned and sent to the seller by e-mail from the veterinarian/pathologist on his letterhead (or the letterhead of the clinic) indicating the license number of the veterinarian/pathologist. All veterinarians/pathologists who issue an

official certificate of veterinary examination/autopsy must have a state license and are accredited by state institutions of the respective countries.

4.4. The seller, at the request of the buyer, helps in organizing the shipping of the animal to the buyer's country (if necessary).

4.5. The buyer undertakes to: - keep the animal in quarantine for 21 days.

4.6. The buyer understands and agrees that cats can be carriers of viruses of calicivirosis, rhinotracheitis (herpes), coronavirus, chlamydia, mycoplasmosis, etc. The animal may experience stress from shipping, changes in habitat, which leads to a drop in immunity. The buyer agrees not to make a claim to the seller for the reduced immunity of the kitten/cat during shipping.

4.7. The buyer understands and agrees that at the time of the transfer the animal is clinically healthy, as evidenced by the international veterinary certificate or Euro certificate issued by a specialist of the state veterinary service. The buyer understands and agrees that the seller is interested in the participation of the animal in the breeding work in the purchaser's cattery. The buyer during the inspection of the animal, as well as on the basis of the data of the veterinary certificates, was convinced and agrees that the seller has taken all the necessary actions to preserve the health of the animal in the cattery «Fire Stone».

4.8. The buyer must understand that the kitten/cat may require additional boosters to achieve immunity, other than those provided by the seller, as well as annual vaccinations. The buyer must understand that vaccinations do not guarantee immunity. The buyer promises to maintain a preventative vaccination schedule as necessary, and to keep the cat in good health. Seller strongly advises that prior to bringing home this kitten/cat, all other cats in the home should be tested negative for FELV and FIV, examined by a veterinarian, and vaccinated against common cat viruses, even if they appear healthy.

4.9. The buyer has the right to return the healthy animal to the seller at any time from the date of receipt with prior approval of the fact and date of return, but without receiving the money previously paid for the kitten/cat, breeding rights, and without compensation for its maintenance. Shipping is at the expense of the buyer.

4.10. The buyer is aware that cruel treatment of an animal (hunger, refusal to drink, beating, use of other violence), contrary to the principles of humanity, entails criminal liability. If the seller becomes aware of the poor physical condition of the kitten/cat or of the facts of ill-treatment, the animal is subject to immediate return to the seller without returning the money previously paid by the buyer.

4.11. The buyer undertakes to provide the purchased kitten/cat with proper care and maintenance, timely veterinary care and vaccination. The animal must not: - be kept in a cage; - have free access to the street /garden and to an unglazed balcony (unattended).

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5. Shipping

We prefer that purchasers or their representatives come personally for the kitten/cat, so the seller is not responsible for the quality of the cargo or the shipping of animals by courier and the consequences associated with transportation. Responsibility ends at the time of transfer of the animal to the cargo or courier. All payments associated with the shipping of animals from the cattery to the buyer's house (including replacement), the purchase of a container for transportation, paperwork and other necessary things, pays the buyer. Currently we can shipping worldwide. Most of the time, we like to use Lufthansa, KLM, Aeroflot and others, because they have provided us with quality service. International airports are often the best choice. We also use the services of couriers/agent. At the moment we are working with several couriers/agent. Each courier has its own special shipping. Please note that some of our couriers/agent for their services in dollars or euros, it is important for them that they receive this currency from the purchasers. We send kitten/cat when they are at least 3.5 months old. Note! Some countries allow the import of animals from 4-10 months. As a rule, shipping is carried out within a month from the date of purchase (unless otherwise agreed in advance or on the day ofthe reserve/purchase). The seller does not guarantee the exact cost of shipping, as airlines may increase the cost of the courier/animal ticket at any time. The seller only voices the approximate cost of shipping.

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6. Breach of Contract

6.1. In the event the buyer is found to have violated any of the terms and conditions of this contract, the kitten/cat is to be surrendered unconditionally to the seller. Seller may reclaim physical and legal ownership of kitten/cat with or without due process of law for any breach of contract with no refund of purchase price.

6.2. In the event the buyer is found to have violated any of the terms of this contract, the buyer shall be liable to the seller for damages in the amount of two times the purchase price of said kitten/cat, plus expenses for veterinarian care upon return of kitten/cat to seller and all attorney, legal and lelated miscellaneous fees that result in litigating this contract. Any legal action, which may arise under the tenns of this contract, will be brought in the county/city of seller's residence.

6.3. Attorneys Fees and out-of-pocket costs should the buyer breach this contract. The buyer is responsible for any and all costs resulting from the litigation of this contract, the amount of purchase of kitten, shipping expenses, associated veterinary expenses, and any damages caused to the reputation of seller.

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7. Modification

Except as otherwise provided in this contract, this agreement may be modified, superseded, or voided only upon the written and signed new agreement of the buyer and seller. Further,

the physical destruction or loss of this document shall not be construed as a modification or termination of the agreement contained herein.

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8. Conditions for the transfer of rights of tribal use to animals

These provisions are due to the high breeding value of the above animal. The agreement on the transfer of breeding rights to an animal from the cattery «Fire Stone» is mixed and contains the terms of the contract for the sale and purchase of an animal, governed by Chapter 54 of the Civil Code of Ukraine, and the terms of the agreement on the transfer of the exclusive right to use a breeding animal, which in accordance with Anicle 8 of the Civil Code of Ukraine (the application of civil law by analogy), article 199 of the Civil Code of Ukraine «Results of intellectual and creative activity» and the Law of Ukraine «On breeding in animal husbandry» according to which the use of breeding products (material) as an object of exclusive rights (intellectual property) is allowed in the manner prescribed by law.
The animal will bear the name of the cattery «Fire Stone» throughout life, which should be reflected in any documents and registrations. When using a photo of an animal as any advertisement, the full name ofthe animal with the prefix ofthe cattery «Fire Stone» is indicated. If a kitten/cat dies at any age, no matter for what reason, the buyer must return the pedigree to the seller (by post offlce, registered post).

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9. Other information

9.1. A kitten/cat that can travel must leave the seller's house within 2 weeks (14 days), unless other options are agreed between the buyer and the seller in advance or on the day of payment. On the 15th day after paying for the purchase or reservation, the seller begins to charge a fee for keeping a kitten/cat in his house in the amount of $/€ 10 per day. A kitten that is less than 3.5 months old is kept in the seller's house for free. When the kitten turns 3.5 months old, it must leave the house within 2 weeks (14 days), unless other options are agreed between the buyer and seller in advance or on the day of payment.

9.2. At the request of the seller, the buyer is obliged to provide a video / photo of the animal at any time. Also a video (to identify a kitten / cat) in clinics for research or a regular trip to the veterinarian if the seller cannot personally attend the examination.

9.3. In the event of a confrontation, public scandal or defamatory reputation employees and the «Fire Stone» catery itself, including with the transfer of information to third parties, the seller/breeder is released from all obligations, including replacement and any kind compensation. The buyer undertakes to immediately pay the breeder ten times the cost kitten/cat.

9.4. If you have questions, contact the seller for explanations and follow his recommendations; - in case of any problems with the animals, which could later lead to a disputable situation between the parties, first of all inform the seller. - never use unverified

information from incompetent sources (the Internet, other breed breeders, or people who consider themselves as such, etc.) to provide veterinary care or to choose a program for keeping and/or feeding a particular animal.

9.5. As a rule, shipping is carried out within 1 month from the date of purchase (clause 5 of this agreement). This rule does not apply to force majeure (seller illness, natural disasters, technogenic accident, epidemics, etc.) that occur on the territory ofthe seller or courier's territory. The seller is not responsible for any consequences that cannot be affected (buyer/courier illness, technogenic accident. epidemics, flight delay or postponement by the airline etc.). The borders of countries are closed and opened at the request of governments, which the seller cannot influence. If the buyer is waiting for shipping and cannot accept the kitten for a long time, exceeding one month, and wants to change the kitten to a kitten younger than the age they purchased, the buyer must pay for a replacement in the amount of 50% of the cost specified in this agreement on page 1 (but not less than 300 €/$) + and if necessaly, the price difference. Only in this case, the seller will be able to exchange the kitten. If the price of a new kitten that the buyer wants to exchange for an already purchased kitten is less, the difference is not refunded to the buyer. The seller has the right to refuse such replacement without explanation. Each case is negotiated individually and in advance.

9.6. If the buyer refuses to purchase, the reserve in the amount of 50% of the purchase amount is not refundable (from the first day of booking). In the event that 100% payment is made and the buyer refuses to purchase until the kitten is delivered to the buyer's house, the seller deducts all expenses for keeping the kitten in his house (10 €/$ per day). The buyer pays all commission fees of transfer systems, banks or intermediaries and the difference in the purchase and sale (buyer's currency to the seller's currency at the exchange rate of the seller's country). The exchange rate is calculated on the day of purchase, but in the amount/currency that the seller received in his bank. Only in this case the seller can refund the difference.

9.7. All funds are transfeued by the buyer to the seller voluntarily and are intended for the development and needs of the cattery owned by the seller.

9.8. In case of unforeseen circumstances (injury/illness/developmental delay/detection of defects) arising in the process of growing a kitten/cat in the seller's cattery), the seller informs the buyer about this and, if there is a choice in the cattery, makes a replacement (replacement is possible up to 1 year). The seller will offer up to three replacements, if none of the replacements is acceptable to the buyer, he loses the right to a replacement.

9.9. If a kitten/cat is purchased as a pet and then used for breeding, the buyer is obliged to pay the difference strictly before kittens appear from the female/male. The cost of breeding rights must be requested from the seller (purchase price + breeding rights = initial purchase price). If the buyer buys a male as a pet, the seller castrates him before shipping. If the buyer buys a female as a pet under the age of 6 months, he undertakes to sterilize her within 3 months after sending, starting from the age of 6 months. After that, the buyer must provide veterinary documents on sterilization within 3 days after the procedure. All documents confirming the sterilization of the female must be scanned and sent to the seller by e-mail by the veterinarian or the buyer on the veterinarian's letterhead (or on the letterhead clinics)

with the indication of the veterinarian's license number. Video identification is also necessary in the clinic premises in preparation for sterilization, during and after the procedure. If the documents and video identification are not provided to the seller, he has the right to use the services described in clause 6 of this agreement. Also, the seller renounces all obligations prescribed in this contract and stops further consultations of the buyer. Other sales options are considered by the seller on an individual basis until a deposit or payment is made.

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10. Acknowledgement of Deposit paid and Acceptance of Contract

Buyer and seller signatures that appear immediately below indicate that the seller has received the deposit and the buyer has agreed to the terms of this contract. This portion serves as the buyer's receipt for the deposit. This document is a legally binding contract. In signing this document the purchaser acknowledges that he or she has read, fully understands, and agrees to ALL of the terms and conditions stated above. Buyer's pelsonal identification number, scanned copy or photo (front and back). Must be provided to the seller at the time of signing this agreement by email. The agreement comes into force from the moment it is signed. Notarization is not required.

Amount reserve (deposit) of the kitten/cat:

Name of Buyer:
Buyer signature: Date:

Name of Seller:
Seller signature: Date:

11. Transfer of ownership of kitten/cat and contract of sale

Buyer and seller signatures that appear immediately below indicate that the kitten/cat has been sold and is now the property of the buyer.

Name of Buyer:
Buyer signature: Date:

Name of Seller:
Seller signature: Date: