

CONCEPT SALES AGREEMENT

SABBS strongly advises members and prospective owners to enter into written contractual agreements in their capacity as Sellers or Buyers of Boerboels. The Concept Sales Agreement below is a guideline for members who do not have such agreement in place, and should be adapted according to specific transactions. The Code of Ethics for SABBS breeders and members (refer Bylaw G.1.) to which all members must subscribe, serves as reference for acceptable conduct in respect of all transactions.

Should a dispute arise between the Buyer and the Seller, SABBS will take it for granted that the parties have entered into a written Sales Agreement (based on these guidelines).

SALES AGREEMENT

This agreement is settled on this		day of		20	
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between

THE BUYER

Name					
Stud (kennel/prefix) name					
Address					
Tel		E-mail			

and

THE SELLER

Name					
Stud (kennel/prefix) name					
Address					
Tel		E-mail			

Upon receipt of full payment of the selling price of

ZAR		USD		GBP		EURO	
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plus transport and other costs of

ZAR		USD		GBP		EURO	
TOTAL (total amount in words)							

from the Buyer by the Seller (receipt of which is hereby acknowledged), the Seller grants, sells, conveys and transfers ownership and the transport and delivery of the Dog mentioned below to the Buyer.

Stud (kennel/prefix) name of dog							
Name of dog							
Date of birth (yyyymmdd)							
Breed		Colour		Sex			
SABBS Reg. No.		Microchip No.					
DNA profile available?		Y	N	Certificate attached		Y	N
Bred by Seller		Y	N				
If No, name of Breeder							
SABBS Member No. of Breeder							

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Date acquired (yyyymmdd)		
State of health at the time of taking ownership		
Sire	Stud (kennel/prefix) name	
	Name	
	SABBS Registration No.	
Dam	Stud (kennel/prefix) name	
	Name	
	SABBS Registration No.	

The parties accept and agree to be bound by the following Terms and Conditions governing the purchase and sale of the abovementioned dog.

TERMS AND CONDITIONS

1. PAYMENT AND DELIVERY

- 1.1 The Buyer acknowledges and agrees that he will forfeit the deposit (if by prior agreement), any money paid, and any rights to the aforementioned Dog if:
- a) he fails to complete the purchase agreement concerning the Dog for any reason, or
 - b) fails to pay the balance of the purchase price before, or on delivery date.
 - c) in either of the abovementioned events, the Seller will be free to sell the Dog to another party.
- 1.2 The Buyer and Seller agree that in the event that the Dog is not available for transfer from the Seller to the Buyer due to sickness, death, or any other proven circumstances on the part of the Seller, the Buyer's deposit (if by prior agreement) and any money paid will, at his option, be either
- a) refunded, or
 - b) transferred to the next litter, or
 - c) transferred to the next available dog of the same quality as originally requested by the Buyer.

2. WARRANTIES

- 2.1 Upon full payment of the purchase price (including transport and export costs from point of departure (where applicable), the Seller will:
- a) promptly take all actions required to officially transfer ownership and delivery of the Dog to the Buyer at no further cost to the Buyer;
 - b) ensure that all documentation for the registration, transportation, exportation and prescribed health certification of the Dog is submitted to the Buyer immediately.
- 2.2 The Seller confirms and warrants to the Buyer that in respect of SABBS' requirements
- a) he is the legal and true owner of the Dog and has full right and authority to sell the Dog;
 - b) all documentation concerning the Dog's origin, pedigree and registration has been verified and processed by SABBS.
- 2.3 The Seller confirms that upon leaving his premises, the Dog
- a) is in good general health and has been immunised and de-wormed according to the accompanying health record;
 - b) has the following conditions that are excluded from the warranty and not valid for rejection.

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- 2.4 The Buyer agrees to have the Dog examined by his veterinarian at his expense within three days from date of arrival. If the veterinarian does not give the Dog a clean bill of health, the Buyer must notify the Seller immediately on the pre-conditions that:
- a) the Seller reserves the right to have the Dog re-examined by his veterinarian at his cost.
 - b) The Buyer has no recourse in respect of any condition that is minor, correctable or of a breed-related condition that a puppy is likely to outgrow. This includes any contagious diseases, diagnosed after 7 (seven) days from date of delivery.

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- 2.5 If found not to be in good health due to a pre-existing condition at the time of despatch, the Dog will be returned to the Seller - if agreed to by both parties - at the cost of the Seller. All payments made by the Buyer will, at his option, be either (i) refunded, or (ii) transferred to the next litter, or (iii) transferred to the next available dog of the same quality as originally requested by the Buyer.
- 2.6 The Buyer agrees to take good care of this Dog, feed and house it properly and maintain a regular prescribed inoculation schedule. (*Refer to Appendix G.1: Code of Conduct for SABBS members and breeders*).

3. SPECIFIED HEALTH CONDITIONS (*Tick and initial next to paragraphs applicable to this agreement*)

3.1 **Hip and elbow dysplasia:** The Seller warrants that the parents of this Dog have been tested and examined by a certified veterinary institution for HD and ED with results FCI D2 or better. If the Dog is diagnosed/certified by authorised veterinary institutions of both parties with hip and elbow dysplasia worse than 3:3 or worse than FCI D2 within 1 (one) year from date of purchase, the Dog will be returned to the Seller - if agreed to by both parties - at the cost of the Seller. The purchase price paid by the Buyer will, at his/her option, and in prior agreement with the Seller, be either (i) refunded, or (ii) transferred to the next litter, or (iii) the next available dog of the same quality as originally requested by the Buyer.

3.2 **Vaginal hyperplasia:** The Seller warrants that the mother of this Dog has been examined by an authorised veterinarian and showed no sign of VH. The Seller guarantees that the Dog will not develop VH.

3.3 **Other conditions:** The Seller declares that to the best of his knowledge and experience, there are no other hereditary conditions in the lineage of this Dog that may impair its functionality and longevity.

4. REGISTRATION PROSPECTS

The Seller guarantees that the Dog, if bought for breeding purposes, when appraised by a qualified senior appraiser of SABBS at the minimum age of 18 (eighteen) months, will attain a minimum score of (*Tick and initial next to appropriate box*).

75%

80%

85%

OR

This dog is sold as Pet quality

Signed by Buyer		Place		Date	
Signed by Seller		Place		Date	