

WARRANTIES AND TERMS OF PURCHASE

1) 48 hour warranty: Purchaser must take the puppy to a licensed veterinarian of his/her choice within 48 hours of purchase for evaluation. A clean bill of health must be received by Wolf Creek from the veterinarian within 5 business days of the evaluation. If not received then it is assumed the dog is in good health and this section of the contract is no longer applies. No recourse is available to the purchaser.

1a) Unhealthy Puppy: Should it be determined that the puppy is suffering from a serious hereditary or communicable disease clearly attributable to the breeder, or not in sound health, the puppy must be returned together with any provided AKC/UKC papers to the breeder within 48 hours, at the breeder's expense, for (A) a full refund, or (B) a replacement puppy of equal value, the timing of which shall be subject to availability. The breeder reserves the right to a confirming diagnosis, by a veterinarian of their choice, prior to the return of the puppy. The purchaser is responsible for the proper care of the puppy until it is returned to the breeder.

2) 3 month warranty: At anytime within 3 months from the date of purchase should the puppy develop a genetic heart disease such as subaortic stenosis, the breeder will, at its option, either (A) replace the puppy with another of equal value (i.e. an equal exchange), or (B) provide an additional puppy without warranty, the timing of which shall be subject to availability in either case. Veterinary documentation from a licensed veterinarian shall be required of any heart condition. The breeder reserves the right to a confirming diagnosis, by a veterinarian of their choice.

3) 12 month warranty: The breeder warrants the puppy against "crippling" hip dysplasia (defined as changes in the joint that are manifest by chronic lameness and an inability to function as a pet) until one (1) year of age. As dysplasia is caused by a combination of genetic, nutritional and environmental factors, it is not possible to guarantee that the dog will not have any dysplasia. If the dog develops "crippling" dysplasia, the purchaser must notify the breeder in writing and provide a statement of diagnosis from two (2) veterinarians, one of whom may be chosen by the breeder. The breeder will at its option either (A) replace the puppy with another of equal value (i.e. an equal exchange not to exceed original purchase price), or (B) provide an additional puppy without warranty, the timing of which shall be subject to availability in either case. If the Purchaser keeps the affected pup, documentation of spay or neuter of affected pup will be required. However, should the care of the puppy by the purchaser/owner differ from the attached "Care Guidelines" of the breeder, resulting in damage to the puppy, the warranty will be null and void (i.e. constant caging of puppy, abuse or cruelty to puppy, and /or improper nutrition, or early spaying/neutering). Veterinary documentation from a licensed veterinarian shall be required of Hip Dysplasia. All shipping costs on

the replacement puppy are borne by the purchaser. Shipping costs may include, but are not limited to, health certificates and vaccinations required for interstate travel, crate rental or purchase and actual shipping costs. The final decision to replace a puppy is at the sole discretion of Wolf Creek Newfoundlands and the timing of such a replacement shall be subject to availability from a subsequent breeding.

4) To insure the puppy's health, the puppy will be de-wormed and/or fecal tested and receive its first vaccines at 8 weeks of age by Wolf Creek Newfoundlands. It is the purchaser's responsibility to follow up on the vaccinations until the series have been completed. Proper and frequent parasitic testing and treatment as suggested by the veterinarian is imperative. Heartworm testing and administration of heartworm medication is also vital for the puppy's health and well-being.

Purchaser must follow the attached "Care Guidelines" in order for the breeder to stand behind his warranty.

5) Warranty of fitness for a particular purpose: It is expressly agreed between the parties that the puppy being purchased will be used for pet purposes. Breeder makes no warranty that the dog is fit for any other purpose such as a show dog. It is absolutely prohibited to use the puppy purchased for breeding purposes. The purchaser agrees that if they violate this section by mistake or with intent, they, the purchaser agrees to pay Wolf Creek Newfoundland a \$10,000.00 fee payable to Teen Rescue, Inc.

6) "Wolf Creek's" must be used as the prefix to the registered name of this puppy. Failure to use our kennel name in registering this purchased puppy will result in a breach of this contract and will nullify any warranties (The AKC or UKC registration for the litter is initially registered under the name of Wolf Creek Newfoundlands, a program of Teen Rescue, Inc.).

7) All disputes over this contract/sale shall be through binding arbitration in Riverside County, California.

8) Purchaser hereby agrees that the terms stated herein constitute the full remedy of any/all disputes and that they may not pursue any consequential damages.

9) Purchaser hereby agrees to pay breeder's attorney fees and costs in the event that it pursues any claims that are not resolved in purchaser's favor and that is in violation of this contract sections #7 & #8.

10) Purchaser acknowledges that, at the time of receipt, puppy was of sound body and in good

health, exception being internal issues that will be verified by the purchaser's veterinarian.

11) This warranty is non-transferable.

12) Breeder is released of all liability of damages or injury caused by or suspected to be caused by the puppy/dog to the puppy, and/or any person or child in proximity which is the sole responsibility of the purchaser.

13) Purchaser acknowledges that this was not a "sight unseen" purchase. The purchaser (or someone appointed by the purchaser) has approved of the purchase and fully represents the completed sale of such puppy. Signature of this contract confirms that the purchaser or their agent has seen and interacted with the puppy in person or commits to this activity prior to final purchase being complete.

14) All registration, whether AKC or UKC, is considered "Limited" and does not permit the breeding of any dog purchased from Wolf Creek Newfoundlands/Teen Rescue, Inc. A copy of the spay/neuter certificates must be given and/or received by Wolf Creek/Teen Rescue, Inc. by the time the dog turns 2 years old.