



Sales agreement for dog

Approved by the Board of the Finnish Kennel Club (Suomen Kennelliitto – Finska Kennelklubben ry) on 15th January 2021.

Subject of agreement

| | | |
|-------------------------------|---|--|
| Breed | Colour | Sex <input type="checkbox"/> Dog <input type="checkbox"/> Bitch |
| Name of the dog | Date of birth | |
| Identification | Registration number, or the seller has filed for litter registration on (date) _____ . _____ . 20____ | |
| Veterinary certificate issued | <input type="checkbox"/> Yes <input type="checkbox"/> No | |
| Sire | Registration number | |
| Dam | Registration number | |

Intended purpose: The dog is sold as a pet. At the time of delivery, the dog is healthy and represents its breed. Of a male dog is also required that it has two testicles that have fully descended into the scrotum by the age of one (1) year.

If the intended purpose of use is something else, the parties agree on this in writing in a separate annex. ANNEX ____.

Parties to the agreement

Seller/Sellers

Buyer/Buyers

| | |
|--|--|
| Name | Name |
| <input type="checkbox"/> Identity verified | <input type="checkbox"/> Identity verified |
| Address | Address |
| Postal code and office | Postal code and office |
| E-mail Telephone | E-mail Telephone |
| Name | Name |
| <input type="checkbox"/> Identity verified | <input type="checkbox"/> Identity verified |
| Address | Address |
| Postal code and office | Postal code and office |
| E-mail Telephone | E-mail Telephone |
| Name | Name |
| <input type="checkbox"/> Identity verified | <input type="checkbox"/> Identity verified |
| Address | Address |
| Postal code and office | Postal code and office |
| E-mail Telephone | E-mail Telephone |

Purchase price

| | |
|--|--|
| The purchase price for the dog is EUR _____ | On ____ . ____ 20____ the buyer has paid EUR _____, as a reservation fee, which is included in the purchase price. |
| The Seller has reduced the purchase price by EUR _____, making the reduced purchase price EUR _____. | |
| Cause of price reduction specified – annex if necessary: | |

Terms of payment

| |
|---|
| The Buyer has paid the purchase price EUR _____ in full and the right of ownership transfers to the Buyer at the time of the sale. |
| The Buyer pays the purchase price in installments as follows: 1st installment ____ . ____ 20____ 2nd installment ____ . ____ 20____ 3rd installment ____ . ____ 20____ and the ownership of the dog transfers to the Buyer at the time of the sale. At the time of signing the agreement, EUR _____ has been paid of the purchase price that is to be paid in installments. |

The Seller's obligation to disclose information

The Seller confirms to have informed the Buyer about all known typical characteristics of the dog and of the breed, hereditary defects and diseases that occur in the breed as well as the significance of these factors. AFFIX 1

Instructions provided by the Seller

The Seller confirms to have given the Buyer breed-specific instructions for care and feeding. AFFIX 2

The Buyer's obligation to request information

The Buyer has informed himself/herself about the breed and established its suitability for the intended purpose of the Buyer. The Buyer has diligently acquainted himself/herself with the information about the dog and the breed provided by the Seller.

Delivery to the Buyer

The Seller delivers the dog to the Buyer upon signature of this contract, unless a separate, written agreement stating otherwise is made. Liability for risk transfers to the Buyer at the time of delivery.

Additional terms

Parties can agree on additional terms that are reasonable and do not undermine the consumer's position. Additional terms are agreed and justified in writing and attached to this agreement. AFFIX 3

Signatures

| | |
|-------|------|
| Place | Date |
|-------|------|

| Seller/Sellers | Buyer/Buyers |
|-----------------------|-----------------------|
| Signature | Signature |
| Name in block letters | Name in block letters |
| Signature | Signature |
| Name in block letters | Name in block letters |
| Signature | Signature |
| Name in block letters | Name in block letters |

The position of the Finnish Kennel Club (Suomen Kennelliitto – Finska Kennelklubben ry) and its guidelines that oblige the Seller

This agreement form has been drawn up by the Finnish Kennel Club to be used for sale of dog.

A Seller, who has signed the Finnish Kennel Club's Breeder's Commitment Declaration or is otherwise obliged to comply with the Finnish Kennel Club's rules and guidelines adopted on the basis thereof,

1. undertakes to make a written agreement about the sale of dog
2. can deliver the Buyer a dog that is at least seven (7) weeks of age
3. cannot retain the breeding rights of the dog through a sales agreement
4. cannot retain a partial ownership to the dog
5. has filed a litter registration application and registers the dog
6. sends the registration certificate to the Buyer no later than two (2) months after the ownership right of ownership has transferred to the Buyer

Breeding rights

By this contract, an agreement of sale of dog is made. An agreement concerning breeding rights of the dog can be made later, on the Finnish Kennel Club's separate agreement form for transfer of breeding rights.

The Finnish Kennel Club's registration certificate

A registration certificate is given to the Buyer and proves that the purchased dog is registered in compliance with the Finnish Kennel Club's Dog Registry Guideline.

The Seller gives the registration certificate to the Buyer at the time of sale, or no later than two (2) months after the ownership has transferred.

If the Seller does not send the registration certificate to the Buyer within six (6) months after transfer of ownership, the Seller pays the Buyer 50 % of the full purchase price paid by the Buyer.

If the Seller does not send the registration certificate to the Buyer within 12 months after the ownership has transferred, the Seller must refund the purchase price in full amount to the Buyer.

Recommendations for parties issued by the Finnish Kennel Club (Suomen Kennelliitto – Finska Kennelklubben ry)

Reservation fee

10–15 % of the full purchase price can be considered as a reasonable reservation fee.

Should the sale not take place

- due to fault of the Seller, the Seller refunds the reservation fee and pays a contractual penalty of the same amount to the Buyer
- due to fault of the Buyer, the Seller keeps the reservation fee
- due to fault of the dog (disease, defect), the Seller refunds the reservation fee to the Buyer

Settlement of disputes

Disputes regarding this agreement ought to be resolved through negotiations between the parties.

If no settlement is reached, the parties can contact the Consumer Advisory Service. The consumer party can then refer the dispute to the Consumer Disputes Board (www.kuluttajariita.fi) in order to receive a recommended decision. A final decision to the dispute is obtained by bringing an action before the district court (www.oikeus.fi)

By signing this agreement, the Seller and the Buyer declare the following:

- The Seller is legally entitled to sell the dog
- the information provided by the Seller and the Buyer in this agreement and its annexes are truthful
- the Seller and the Buyer have examined this agreement and its annexes together
- the Seller and the Buyer have verified the identity of each other

Terms of payment and installment payment

The purchase price can be paid at the time of sale and receipted as fully paid by signatures of the sales agreement.

The Buyer and the Seller can agree that the purchase price or a part of it is paid in installments after the dog's delivery.

Cryptorchidism

Once a veterinarian or the Seller has stated that the male dog, which is at least one year of age, is cryptorchid, 20 % of the agreed purchase price can be considered a reasonable compensation.

Defect

If a disease or some other defect, which has been latent already at the time of delivery, manifests in the dog after delivery, the Buyer may be entitled to price reduction and possible compensation for damage caused by the defect.

The Buyer shall inform the Seller about the defect as soon as possible. The Seller has the right to rectify/have the defect rectified (examine/have the defect treated) at his/her own expense. A Buyer invoking a defect shall contact the Seller before taking measures and shall reliably prove the existence of the defect.

Should it be impossible to rectify the defect/have it rectified, the Buyer is entitled to a price reduction, or the Seller and Buyer can agree on a replacement dog. Cancellation of sale is possible if the defect is other than minor.

The parties ought to reach settlement in the matter with the outcome that the Seller's liability for damages equals no more than the amount of purchase price paid by the Buyer.

Compensation

Any compensation for damage is subject to Kuluttajansuojalaki 38/1978 (Consumer Protection Act) and the parties are not entitled to compensation for instance for resentment.

Annexes
