



Pet Health Warranty and Guarantee - Terms and Conditions

Clifton Ranch, LLC, d/b/a Clifton Ranch Doodles ("Breeder") hereby sets forth the terms and conditions of the pet health warranty and guarantee for the Puppy as defined in the Puppy Purchase Receipt and Acknowledgment received by the Purchaser on the Purchase Date, as defined therein.

Section 1. Health Warranty and Guarantee

A. 72-Hour Health Warranty. As of the Purchase Date, the Puppy is at least eight (8) weeks old and is in good health to the best of Breeder's knowledge based on observation and the use of an experienced, licensed veterinarian as evidenced by Breeder's delivery to Purchaser of a Florida Official Certificate of Veterinary Inspection (the "Health Certificate"). Within seventy-two (72) hours of Purchaser taking possession of the Puppy (the "Initial Health Period"), the Puppy must be examined by a licensed veterinarian. If Puppy is not examined by a licensed veterinarian within seventy-two (72) hours of Purchaser taking possession of the Puppy, then the health warranty and all guarantees described within this Agreement are void. Breeder guarantees against death from fatal viruses during the Initial Health Period, including, but not limited to PARVO, DISTEMPER and CORONA. Breeder does not provide any guarantee or warranty that the Puppy will not contract any fatal viruses after the Initial Health Period. Breeder reserves the right to have the Puppy re-examined by its licensed veterinarian to validate any diagnosis. Any veterinarian expenses incurred by Purchaser will not be refunded.

B. Worms. Breeder has followed standard veterinary practices as directed by its licensed veterinarian to protect and treat the Puppy for worms prior to Purchaser taking possession of the Puppy. However, Breeder does not guarantee or warrant that the Puppy is or will be free from worms and parasites. Purchaser's licensed veterinarian should perform routine stool sample testing and administer worming treatments at each veterinarian examination/visit to ensure that Purchaser has effectively treated the Puppy long enough to eradicate the presence of worms and/or parasites. Purchaser acknowledges that even though the Puppy's stool may be negative for worms and/or parasites at the last visit with the Breeder's licensed veterinarian, it is possible for the Puppy to become re-infected due to the stress of transfer from Breeder to Purchaser.

C. Health Guarantee. Breeder guarantees the Puppy from hip dysplasia, elbow dysplasia, eye conditions what are genetic in origin, Von Willebrand Disease, and genetic heart disorders that are serious enough to require chronic treatment, until twenty-four (24) months of age (the "Guarantee Period"). If the Puppy is diagnosed by the Orthopaedic Foundation for Animals ("OFA"), or another accredited certifier, as being severely dysplastic on or before the end of the Guarantee Period, Purchaser must submit a copy of the OFA report to Breeder; an opinion or diagnosis by a licensed veterinarian alone is not sufficient. For clarity, such diagnosis must be made by OFA, PennHip, or another accredited hip specialist certifiers, and the Puppy

must have been sedated for any radiograph taken to provide evidence of the diagnosis.

D. Life-Threatening Defects. If Purchaser's licensed veterinarian determines that the Puppy has a life-threatening hereditary defect as stated above, Purchaser must notify Breeder of the defect in writing within twenty-four (24) hours of such diagnosis. In addition, a written statement setting forth such defect/diagnosis from Purchaser's licensed veterinarian, on such licensed veterinarian's letterhead must be provided to Breeder within seventy-two (72) hours of such diagnosis. Breeder reserves the right to have the Puppy re-examined by a licensed veterinarian of Breeder's choice to validate any diagnosis of life-threatening hereditary diseases at Breeder's expense; all other veterinary and transportation expenses are Purchaser's obligation. If Breeder's licensed veterinarian confirms the life-threatening defect/diagnosis in accordance with the above provisions, Breeder will reimburse Purchaser for veterinary expenses actually incurred by Purchaser related to such defect/diagnosis up to the Purchase Price of the Puppy; transportation costs will not be refunded.

E. Limitations. Breeder does not guarantee that the Puppy will never develop any health problems. Breeder will not replace or refund the Purchase Price of the Puppy for any personal reasons, including but not limited to allergies, mortality, landlord's disapproval, family disagreement or any other problems not related to the Puppy's health. Breeder will not replace or refund the Purchase Price of the Puppy for illness caused by neglect, exposure to weather, injury, choking, poisoning, or any illness or injury caused by Purchaser's negligence or intentional harm to the Puppy. This warranty does not apply to viral illnesses, infections, improper bites, hernias, patella luxation, cancer, retained testicles, food allergies, minor heart murmurs (level 1 or 2), thyroid issues, Giardia or Coccidiosis. Further, this warranty does not extend to any illness due to the ingestion of foreign objects, food, chemicals, physical injury or issues whose cause is unknown or may have a link to environmental issues; such issues are not considered to be life-threatening diseases. Breeder does not guarantee against unknown defective genes that do not produce an illness within the Guarantee Period.

F. No Guarantee. This guarantee excludes conditions that arise from obesity or senior ailments, including but not limited to blindness, deafness or diabetes. Once Purchaser has taken possession of the Puppy, Purchaser assumes all responsibility for the Puppy. Breeder does not guarantee against commonly known puppy issues, including but not limited to Coccidia, worms, Giardia, ear mites or kennel cough. Breeder does not provide any guarantee for hypoglycemia (a.k.a. low-blood sugar), training difficulties or behavior problems. Breeder cannot guarantee the size or temperament of the Puppy, nor its fitness for any specific use or purpose; Purchaser acknowledges that Puppy is PET QUALITY ONLY. Breeder can only estimate the mature size of the Puppy based on the weight and size of its parents; Purchaser acknowledges that the Puppy may grow larger or remain smaller than the projected size estimated by Breeder.

Breeder does not guarantee color, markings, coat quality or texture, amount of shedding, reproductive capability, or lifespan of Puppy.

Section 2. Conditions of Health Warranty and Guarantee

A. Non-Transferable. This health warranty and guarantee are non-transferable. If the Puppy has been sold, or the possession of the Puppy has otherwise been transferred by the Purchaser, the health warranty and guarantee become void. All veterinary costs are at the Purchaser's expense. If the Puppy has been physically injured or abused in any manner, whether by accident, negligence or intentionally, either by the Purchaser or another party, this health warranty and guarantee is void.

B. Vaccinations. The Puppy must be kept current on all vaccinations. Vaccines must be no less than three (3) weeks apart and no more than four (4) weeks apart for a series of three (3), and should not begin until the Puppy is at least ten (10) weeks old. All vaccines must be administered by a licensed veterinarian; administration of vaccines by someone other than a licensed veterinarian shall void the health warranty and guarantee. Rabies vaccine cannot be administered before sixteen (16) weeks of age and should be delayed as long as allowable by law, subject to the advice and treatment plan recommended by a licensed veterinarian.

C. Public Exposure. Upon taking possession of the Puppy, Purchaser may desire to take the Puppy to a variety of public areas, including but not limited to pet stores, other retail stores, restaurants, parks, boarding facilities, or other public areas to introduce the Puppy to others. Notwithstanding, Purchaser must seek to avoid exposure of Puppy to unnecessary risks, including allowing people or other animals who may be unknown, or whom are otherwise not adequately vaccinated, or potentially could be carriers of unknown disease or bacteria, to make contact with the Puppy.

D. Responsibility to Maintain Good Health. Purchaser agrees to maintain the Puppy in good health through certified traditional and/or alternative methods, and to provide all routine preventative health care as recommended by a licensed veterinarian. Routine preventative health care includes inoculation, safe parasitic control, and necessary medication or holistic modalities. Internal flea preventative treatments (excluding *Simparica Trio*[®]) should not be used and will void the health warranty and guarantee. Monthly heartworm preventative is required; failure to use monthly heartworm preventative treatments automatically voids the health warranty and guarantee. Purchaser agrees to keep records of vaccinations, heartworm treatments and other treatments required to maintain the good health of the Puppy, and Breeder will require copies of such records in the event that Purchaser requests a refund of the Purchase Price.

E. Housing. Puppy must be housed indoors. Housing the Puppy in an outdoor kennel will immediately void the health warranty and guarantee.

F. Congenital Defect. If the Puppy should die from a congenital defect before reaching the age of twenty-four (24) months, a necropsy must be performed, at Purchaser's expense, by an accredited institution established to provide such services, and a copy of the report and all relevant medical records must be provided to the Breeder along with the request for a refund. Necropsies performed by a local veterinarian will not be accepted. Purchaser shall pay for the necropsy and all other associated expenses, including shipping and veterinarian expenses; such expenses shall not be refunded by Breeder. All registration documents provided to Purchaser must be returned, if applicable. If the necropsy determines

that a congenital defect was the cause of death, Breeder will provide another Puppy of equal value from Breeder's next available litter, or if another Puppy is not available within six (6) months, Breeder shall refund the purchase price of the Puppy in U.S. Dollars.

G. Transfer of Possession. If at any time subsequent to the Purchase Date the Purchaser is no longer able or otherwise determines to no longer maintain possession of the Puppy, Purchaser shall contact the Breeder and Breeder shall have a right of first refusal to resume possession of the Puppy at Breeder's sole discretion. In such case, the Puppy must be returned to Breeder with a complete copy of the Puppy's veterinarian records and all paperwork for the Puppy, including any registration documents. In the event that the Breeder does not exercise its right of first refusal, Breeder must approve in writing the placement of the Puppy in any new home prior to such placement and/or transfer of possession, such approval not to be unreasonably withheld. Further, Purchaser shall provide Breeder with the complete contact information for the new owner of the Puppy within a minimum of seven (7) days prior to the transfer of possession. Breeder is always willing to resume possession of the Puppy at no cost to Breeder throughout the duration of the Puppy's life. Breeder strongly desires that none of its Puppies are ever placed in a shelter or rescue operation.

Section 3. Spay and Neuter Requirements

A. Spay/Neuter Requirement. Purchaser agrees to spay/neuter the Puppy after five (5) months but not later than fifteen (15) months of age, such procedure to be performed by a licensed veterinarian. If Purchaser breeds the Puppy without a fully executed breeding contract in place with Breeder, Purchaser agrees to pay Breeder \$10,000 in liquidated damages.

B. Spay/Neuter Costs. Purchaser is responsible for any and all veterinarian costs associated with the spay/neuter procedure, and further, Purchaser agrees to provide Breeder with a certificate of alteration signed by a licensed veterinarian within thirty (30) following completion of the procedure.

C. Failure to Comply. If Purchaser, for any reason, fails to spay/neuter the Puppy on or before fifteen (15) months of age, and/or fails to provide Breeder a certificate of alteration prior to sixteen (16) months of age, Purchaser agrees to pay for any and all fees, including but not limited to, legal fees, court costs, veterinary expenses, transportation expenses, administrative fees and all other associated expenses incurred by Breeder and/or its agents to enforce this Agreement. Further, such failure shall void the health warranty and guarantee.

D. No Transfer of Responsibility. Transfer of ownership of the Puppy, or otherwise any change in possession or housing of the Puppy, does not limit, reduce or otherwise change the responsibility of the Purchaser named herein to spay/neuter the Puppy and to provide a certificate of alteration to the Breeder within the required timeframe.

Section 4. Miscellaneous

A. Governing Law. Terms and Conditions of this Pet Health Warranty and Guarantee shall be governed by the laws of the State of Florida, including all questions pertaining to construction and validity. Any actions or proceedings related to the Puppy or this Agreement shall be brought only in the appropriate court located in Lake County, Florida.

B. No Warranties. Breeder makes no warranties or guarantees, expressed or implied, except as expressly stated herein.