

BEVERLY HILLS PUPPIES, INC.

STATEMENT OF SALE AND LIMITED WARRANTY

PLEASE READ COMPLETELY AND THOROUGHLY

Statement of Sale

Beverly Hills Puppies, Inc. or assignee is dedicated to raising and selling cute, healthy puppies that you will be proud to own as adults. We love our puppies and want the best for all of them. We, at Beverly Hills Puppies, Inc., take pride in making every effort to keep our puppies happy and in good health. However, a puppy is a living animal and in spite of our best efforts, occasionally a puppy may develop an unpleasant health condition. All of our puppies are in good health at the time of sale and have had a comprehensive health examination by a licensed veterinarian (Doctor of Veterinary Medicine). All of our puppies have been vaccinated and de-wormed on a preventive schedule. All puppies have been administered with the best vaccine to prevent PARVO.

All of our puppies are sold and shipped with a current health certificate signed by a licensed veterinarian (Doctor of Veterinary Medicine). As required by all airlines, we ship all puppies with a current health certificate. Through the comprehensive health examination of the puppy and the signing of the health certificate, he is attesting to the puppy being in excellent condition to be sold and shipped. Practically all of our puppies are sold with purebred registered or registerable pedigree documents. This is on a case by case basis as noted in our advertising. The terms and conditions to this agreement are identified as follows:

Limited Warranty

1. The seller guarantees against congenital or hereditary defects such as heart, lungs, kidneys, and other life-threatening congenital defects for one year from the date of sale provided it was discovered in the initial veterinarian examination. Such defects must detrimentally affect the health of the animal and make the puppy unsuitable to be a pet. This guarantee does not cover any of the following conditions: intestinal parasites (Coccidiosis, Giardia, Tapeworms, Hookworms, Roundworms or Ringworms), Kennel Cough, Pneumonia, Ear Mites, Fleas, Ticks, Skin Mites, Mange (Sarcoptic, Demodectic or Cheyletiella), Cherry Eye, Allergies, Herniations (Inguinal, Perineal, or Diaphragmatic), Heart Murmur grades I, II or III, Patella Luxation grades I, II or III. This guarantee does not cover any Veterinarian costs associated with spaying or neutering, including undescended testes. Seller does not guarantee against low-blood sugar (Hypoglycemia), or any other non-life threatening illnesses common to puppies. Buyer is responsible for all expenses resulting from these conditions.
2. Buyer must be very selective in obtaining a veterinarian. Most veterinarians are not trained to look at the larger bulldog health picture. Bulldogs are different than other breeds of dogs. Please consider the veterinarian recommendations of the Bulldog Club of America. Their website is <http://www.thebca.org/>, and then go to the Veterinarian List. Our guarantee does not cover what in Bulldog breeds we consider normal and common: Cherry Eye, Entropion, "loose hips", skin allergies, elongated soft palate, and small trachea. No replacement will be given for breeds that are known to be prone to hip dysplasia and if the puppy is overweight or over exercised. Buyer should become prepared to deal with the complex health issues and food matters of bulldogs; we suggest that you obtain the publications of www.bulldoghealth.com. These publications provide excellent information on bulldog health issue and food matters.
3. Buyer is responsible to have the puppy examined by a licensed veterinarian (Doctor of Veterinary Medicine) within 72 hours of receiving the puppy (Initial Veterinarian Examination) or this Health Guarantee is canceled. In the event that the newly purchased puppy is found unfit for sale or has a congenital or hereditary problem, you are required within 72 hours of the initial veterinarian examination and 24 hours after the second opinion by a licensed veterinarian (Doctor of Veterinary Medicine) to notify us via telephone and in writing via email, fax, overnight courier envelope or certified special delivery mail or this Health Guarantee is canceled. The written notification must contain a signed and dated written letter from the licensed veterinarian's (Doctor of Veterinary Medicine) letterhead stipulating in detail the medical condition of the unfit for sale/purchase of the puppy under the terms and conditions of this warranty. Buyer is responsible for all the veterinarian and medical expenses.
4. In the event of death of the puppy, Buyer must take the deceased puppy to a licensed veterinarian (Doctor of Veterinary Medicine) of the Buyer's choice and at Buyer expense for the purpose of determining the cause of death. If the puppy died, the Buyer's only recourse will be to receive a replacement puppy from Beverly Hills Puppies, Inc.. If neglect or trauma is found in any way to have played a role in the demise of the puppy the warranty will become null and void. Buyer is required to submit to Seller a signed and dated written letter from a licensed veterinarian's (Doctor of Veterinary Medicine) letterhead stipulating in detail the warrantable cause of death along with the initial exam report performed within the 72 hours of receiving the puppy. This written letter must be addressed to the Seller and MUST be submitted to the seller within 48 hours of the death of the puppy.
5. The Buyer is responsible for the daily health care and maintenance of the pet, including all immunizations, de-wormings and examinations recommended after purchase, as well as providing necessary medication and follow-up treatments from veterinarian visits. In order for the guarantee to remain in effect you must keep receipts and records to verify that you have taken your pet to a duly licensed veterinarian for checkups and the administration of all required immunizations. Failure of the Buyer to provide puppy with timely inoculations or regular veterinary care will void this guarantee. This guarantee does not cover any Veterinarian costs. The Buyer is aware that owning a puppy means frequent visits to a licensed veterinarian and understands that he/she will be responsible for all payments. All expenses are the Buyer's responsibility.
6. Buyer understands that Pursuant to Florida Statutes Annotated, Title XLVL Chapter 828.29 hereditary conditions or other conditions such as, but not limited to, over-bite, under-bite, stenotic nares (partially closed nostrils), elongated soft palate, entropion, loose hips, skin allergies, cherry eye, testicles not descended, hernias, patellar luxation, skin disorders, adult size, color, hair texture, accidental death or injury, hypoglycemia, coccidiosis, parasites, viral/bacterial infections, neglect, mishandling, or the suitability of breeding, etc. that do not affect the general good health of the puppy are not covered under this warranty.
7. If Buyer wishes to make a claim, a copy of this warranty must be present when the puppy is returned. Buyer is not to change the type of food that the Seller was giving to the puppy. By changing the food it will cause diarrhea. If you decide to change the food, you must change the food on a gradual basis (wean) over a ten (10) day period. Buyer is not to give the puppy a wet bath until after four months of age or unless directed by a licensed veterinarian.
8. Buyer understands that our puppies are sold as companion pets and are not warranted for breeding or for show purposes. All puppies are sold as pets; no guarantee is made as to disposition, conformation, size, weight, color, markings or breeding ability. We do not guarantee any Tea Cup Breeds after three (3) days. We do not sell puppies on a trial basis. Seller is not responsible for any veterinarian fees, shipping costs or any other associated costs. This contract is not valid outside the United States. Buyer understands that this warranty is not transferable. Except as noted in the provisions above, all sales are final; there are no refunds or exchanges. All deposits are final and not refundable. Commercial buyers are not covered by the PAWS warranty.
9. Buyer is responsible to return the puppy with congenital or hereditary defects within 72 hours after the second opinion from a licensed veterinarian (Doctor of Veterinary Medicine). Buyer understands that upon return of a puppy because of congenital or hereditary defects, Seller will replace the puppy. Buyer is responsible for all costs in returning the puppy. The congenital or hereditary defect must detrimentally affect the health of the animal and make the puppy unsuitable to be a pet.

10. Buyer understands that transportation of the puppy is arranged through third-party carriers. Occasionally there may be delays for numerous reasons including, but not limited to, weather, temperature restrictions, logistics, mechanical failure, or other unforeseen events. The Seller shall not be liable directly or indirectly for any delays that may cause the Buyer inconvenience or financial loss.

11. By purchasing from Beverly Hills Puppies, Inc. or assignee or other related organization, it is hereby agreed by the seller and the buyer that any disputes or differences with respect to the terms, conditions or clause of the sale and or warranty shall be governed by, construed, and enforced in accordance with the laws of the State of Florida. It is further agreed by the seller and the buyer that any legal action, claims or lawsuits or litigation shall only be filed only in the appropriate court in the County of Miami-Dade of the State of Florida. The buyer understands and waives all their rights of the laws of the State of Florida or their respective state laws pertaining the sale and purchase of dogs and puppies. This agreement supersedes any and all local, state and federal laws.

12. By purchasing from Beverly Hills Puppies, Inc. or assignee or other related organization, it is hereby agreed by the seller and the buyer in the event of any litigation arising from or related to the sale and or warranty, or the services provided Beverly Hills Puppies, Inc., or assignee or other related organization, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs incurred including staff time, court costs, attorneys fees, and all other related expenses incurred in such litigation. In the event of a no-adjudicative settlement of litigation between the parties or a resolution of a dispute by arbitration, the term "prevailing party" shall be determined by that process.

13. If the buyer is in South Florida and a medical issue arises, the buyer agrees to take the puppy for medical attention to the Doctor of Veterinary Medicine (DVM) that prepared and signed the Official Certificate of Veterinary Inspection (health certificate).

By purchasing a puppy from Beverly Hills Puppies, Inc. or assignee or other related organization, both BUYER and SELLER understand and agree to all terms and conditions contained herein and hereby accept this agreement. Failure to comply with all the above terms and conditions will result in the SELLER having no recourse on the limited warranty stated in this agreement. The Buyer agrees that no other guarantees or warranties including those of merchantability have been either made expressly or implied by the SELLER.

The purchaser of a puppy from BEVERLY HILLS PUPPIES, INC. or assignee or other related organization, hereby acknowledges that I have read all two (2) pages of this warranty, understand, and agree to all the terms of this document. There are no guarantees or warranties which extend beyond the description of this written warranty. By purchasing a puppy from Beverly Hills Puppies, Inc. or assignee or other related organization, Buyer agrees to hold Seller harmless for all items and conditions not stipulated in this agreement. Further, the seller accepts the terms and conditions of the guarantee for congenital or hereditary disorders printed in this document, and waives and relinquishes all other rights. This agreement represents the total agreement between BEVERLY HILLS PUPPIES, INC. and the buyer and no other terms or conditions shall be valid to this sale.

Signed this _____ day of _____, _____.

Buyers signature

Sellers signature

Print Buyers name

P. O. Box 347232

Buyers address

Coral Gables, Florida 33234-7232

Buyers City, State and zip code

Email: toppuppies@gmail.com

Witness signature

Telephone: (954) 297-8882

Print name of witness

Address of witness

Witness City, State and Zip Code

POINTS OF INFORMATION:

- Be aware, some Veterinarians have a tendency to take advantage of medical problems by charging excessively for their services. Be very selective in choosing a veterinarian.
- Should there be a medical emergency and you live in South Florida, please notify us immediately so that we can have our veterinarian handle the matter.
- Please keep us informed as to how your new puppy is doing and adapting to his or her new home.