

Suwanee Goldendoodles Health Warranty & Congenital Defects Warranty

A. Health Warranty: Company warrants that the Dog is in good health, is up-to-date on immunizations appropriate for its age, and has had appropriate wormings at the time the Buyer takes possession. In order to take advantage of this Health Warranty, the Buyer must

1) enroll in the no-cost 30-day pet insurance plan provided by Company; and ii) take the Dog to a licensed veterinarian for an examination within one week of Buyer's possession. If either action is not taken, this Health Warranty is void. If the Dog is found to be in poor health by a veterinarian within 1 week's time of Buyer's taking possession, the Buyer may: return the Dog to Company at Buyer's expense for a full refund; or keep the Dog. Company will reimburse Buyer for all veterinary costs, up to the purchase price, related to treatment of pre-existing condition(s) listed in this Section 4(a), minus any amount(s) covered by pet insurance.

2) If Buyer fails to enroll in pet insurance and the Dog is injured or sick, Buyer is responsible for whatever portion of the care costs that would otherwise be covered by pet insurance.

B. Congenital Defects.

1) Pursuant to provisions listed in this Section 4(b), Company warrants that the Dog has no congenital defects.

2) Length of Warranty. This warranty against Congenital Defects is in effect for two years from the date Buyer first takes possession of the Dog providing spay and neuter completion is done by 8 months of age.

3) Evidence of Defect. In order to avail itself of this warranty, Buyer must provide Company with all veterinary reports, testing, or other evaluations performed on the Dog. Company further reserves the right, at Company's expense, to have the Dog evaluated by a veterinarian of Company's choice. If the Dog should die from a suspected congenital defect during the warranty period, an autopsy must be performed at the Buyer's expense by a veterinary teaching hospital or state licensed DVM acceptable to Company's own veterinarian. If the written statement from the veterinarian blames a congenital defect as the reason for the death, the Company will provide a remedy as detailed in the following section. This warranty is void if the veterinarian's report is indeterminable or has an inconclusive diagnosis.

4) Remedy for Buyer. If it is determined during the Warranty period that the Dog does have a Congenital Defect, Company may, in its sole and absolute discretion, choose to:

a) Accept return of the Dog and replace with another puppy;

b) Accept return of the Dog and refund Buyer up to Buyer's purchase price; or

c) Company may offer to pay veterinarian costs up to the original purchase price of the Dog if Buyer wishes to keep the Dog.

C. Exclusions & Limitations.

- 1) No warranties expressed in this Agreement apply to viral illnesses, infections, bites, hernias, hypoglycemia, worms, Giardia, Coccidiosis, physical injury or any illness due to the ingestion of foreign objects, foods, or chemicals.
- 2) No warranty is made as to temperament. Buyer understands and accepts that Dog's temperament is largely dependent upon Buyer's treatment of the Dog.
- 3) No warranty is made as to eventual size, weight, or color of the Dog.
- 4) No warranties or guarantees, expressed or implied, are made under this Agreement except as stated.
- 5) No warranty under this Agreement is transferable from Buyer to any third party.