



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 4

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 5

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 6

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 7
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 8

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. 9

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

1 The Buyer and the Seller must know with whom they are doing business with. Confirm the identity from a photo identification card.

By investigating the contracting party, the dog's best interests are ensured – the dog is from a trustworthy breeder and delivered to a trustworthy home.

The General Data Protection Regulation (EU GDPR) / Tietosuojalaki 1050/2018 (Data Protection Act) shall be complied with when processing and saving personal data. For instance, collection of personal identity codes should be avoided unless there are specific grounds to do so. Also pay attention to how personal data is stored and destroyed.

2 Price reduction in this context refers to a discount given in connection with the sale and not to a possible price reduction caused by liability for defects.

Only factors that have been stated already at the time of sale can be taken into account when giving a price reduction.

The Buyer is not entitled to later seek compensation for a factor that has been taken account in this price reduction.

Possible future defects that are latent in the dog at the time of delivery cannot be compensated in advance by means of a price reduction.

3 Installment payment means that the Buyer pays the purchase price in installments, in amounts and on dates agreed in the contract.

Paying the purchase price in installments does not entitle the Seller to retain the ownership rights of the dog until the installments have been paid nor to get the dog back in case of failure to make the payments.

Ownership rights of the dog are transferred, despite installment payments and according to law, directly to the Buyer at the time of sale.

Installment payment is not the same thing as hire purchase. Hire purchase is formal, strictly regulated by law, and is very poorly suited for sale of dogs. In hire purchase, payment default of the Buyer does not directly lead up to the Seller getting the dog back but always requires authority proceedings.

In case of payment default, the Seller is entitled to seek payment of his/her claims by issuing a payment collection order or by bringing an action before the district court.

4 According to law, the Seller primarily has an obligation to prove that he/she has fulfilled the obligation to disclose information.

It is recommended that a sufficiently extensive review regarding the breed, about characteristics typical for the dog and the breed, hereditary defects and diseases that occur in the breed, and the relevance of these issues, is attached to this agreement.

Fulfillment of the obligation to disclose information does not, according to the law, exclude from liability.

Fulfillment of the obligation to disclose information has significance for assessment of the Seller's liability for defects.

5 Breed-specific instructions regarding care and feeding ought to be provided so that these are available to the Buyer even after delivery and which can be proven by the Seller, if necessary.

It is worthwhile to provide the Buyer with care and feeding instructions beforehand for the Buyer to read and get acquainted with, so that he/she can ask further questions, if necessary.

6 If, for instance, a part of the purchase price remains unpaid and the dog dies or is injured after the time of delivery stated in the agreement (even though the dog was in possession of the Seller), the Buyer is liable for risks and is obliged to pay the remaining amount of the purchase price.

If, for instance, the Seller has the dog and it dies or is injured before the Buyer has, according to the contract, been required to call for it, the Seller is liable for risks.

7 If the Seller retains partial ownership to the dog he/she has sold, co-ownership arises between the Seller and the Buyer.

Each owner has equal decision-making power over the dog; competition and training activities, where the dog lives, care and health costs, and breeding use. Owners must make all decisions unanimously.

Experience shows that co-ownership may cause problems for dogs and their well-being.

An unresolved dispute between the co-owners and annulment of co-ownership resulted therefrom shall be processed by the district court.

8 Should the sale not go through due to fault of the Buyer, the Seller may keep the reservation fee (= the Buyer forfeits the amount concerned).

Faults of the Buyer include, for instance, allergy in the family or that the Buyer backs out; he/she cannot or will not accept the dog.

Should the sale not take place due to fault of the Seller, the Seller shall refund the reservation fee paid by the Buyer and pays a compensation of the same amount (= Seller forfeits the amount concerned).

Faults of the Seller can for instance be that the Seller changes his/her mind about selling the dog to the Buyer, or the Seller has promised the dog to multiple people. The Seller is not required to refund the reservation fee nor to pay a compensation of the same amount if, after payment of the reservation fee, it for example turns out that the Buyer has been issued a prohibition to keep animals or has committed an animal welfare infringement/offence (=faults of the Buyer).

Should the sale not take place (upon initiative of the Seller or the Buyer) due to fault of the dog, the reservation fee is reimbursed but a compensation of the same amount as the reservation fee is not paid.

Faults of the dog include, for instance, the death of the dog or a disease or a defect that manifests after payment of the reservation fee.

9 Cancellation of sale means that the Buyer returns the dog, and the Seller refunds the purchase price.

The Buyer and the Seller can choose to agree in writing that the Buyer keeps the dog and that the Seller, after such an agreement of cancellation has been made, is no longer in any way liable for the dog or defects manifesting in the dog.

Parties can, whenever they wish to do so, agree to cancel the sales agreement by voluntary agreements and, at the same time, agree on the refund of purchase price and compensation of other costs. The agreement of cancellation must be reasonable for both parties.