



◆ DAINTY DAWLZ ◆

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PUPPY PURCHASE AGREEMENT

& 12-MONTH LIMITED HEALTH GUARANTEE

Teddy Bear & Doll Face Yorkshire Terriers • DaintyDawlz.com • (469) 444-0324

IMPORTANT: The 12-month limited health guarantee begins on the puppy's DATE OF BIRTH. The required veterinary examination must occur within 48 hours after the Buyer TAKES POSSESSION.

Buyer, Seller & Puppy Information

Agreement Date	___ / ___ / ____
Buyer Full Legal Name	_____
Buyer Address	_____
Buyer Phone / Email	_____
Puppy's Name	_____
Breed	Yorkshire Terrier
Sex ☐	☐ Male ☐ Female
Date of Birth	___ / ___ / ____
Color / Markings	_____
Sire / Dam	_____
Microchip / Registration	_____

Purchase & Payment Information

Total Purchase Price	\$ _____
Holding Fee	\$ _____ (non-refundable except as stated below or required by law)
Balance Due	\$ _____
Balance Due Date	___ / ___ / ____

Pickup / Delivery Date

____ / ____ / ____

Delivery / Transport Terms

1. Agreement to Purchase

Buyer agrees to purchase the puppy identified above from Dainty Dawlz ("Seller") under the terms of this Agreement. The puppy will not be released until all amounts then due are paid in cleared funds unless Seller agrees otherwise in writing.

2. Holding Fee and Reservation

The holding fee reserves the identified puppy for Buyer and removes the puppy from public availability. The holding fee is non-refundable if Buyer cancels, changes their mind, cannot complete payment, encounters housing or travel issues, fails to timely pick up the puppy, or otherwise does not complete the purchase, except where a refund is required by law. If Seller cancels the placement for reasons unrelated to Buyer breach or Seller is unable to provide the identified puppy, the holding fee will be refunded.

3. Final Payment, Pickup and Delayed Possession

Buyer must pay the remaining balance by the stated due date. Buyer is responsible for timely pickup or approved delivery arrangements. Any extension, boarding arrangement, payment modification, or change in transfer date must be approved by Seller in writing. Failure to pay or take possession as agreed may be treated as Buyer cancellation, subject to applicable law.

4. Transfer of Possession and Risk

Risk of accidental loss, injury, escape, exposure, or illness arising after transfer passes to Buyer when Buyer, Buyer's authorized representative, or a transport provider acting for Buyer takes possession, except to the extent otherwise required by law. Buyer is responsible for safe transport, temperature control, nutrition, hydration, and prompt veterinary care.

Veterinary Examination & Health Guarantee

5. Mandatory 48-Hour Veterinary Examination

Buyer must have the puppy examined by a licensed veterinarian within forty-eight (48) hours after Buyer takes possession. Buyer should provide the veterinarian with any vaccination, deworming, or medical records supplied by Seller. If Buyer fails to complete the examination within 48 hours, the limited health guarantee is void to the fullest extent permitted by law, except for rights that cannot legally be waived.

6. 12-Month Limited Health Guarantee - Begins at Birth

The limited health guarantee begins on the puppy's DATE OF BIRTH and expires exactly twelve (12) months after that date. It does not begin on the pickup, delivery, transfer, or possession date. The guarantee applies only to a qualifying hereditary or congenital condition that is diagnosed by a licensed veterinarian during the guarantee period, substantially impairs the puppy's health, and is life-threatening, terminal, or not reasonably curable or correctable through customary veterinary treatment. Non-life-threatening, temporary, treatable, correctable, or curable conditions do not qualify under this 12-month limited health guarantee, even if veterinary care is required. Buyer must provide complete veterinary records, diagnostic testing, and a written diagnosis identifying the condition and its hereditary or congenital basis. Nothing in this Agreement limits rights that cannot lawfully be waived.

7. Notice and Documentation of a Claim

Buyer must notify Seller promptly after receiving a diagnosis that may qualify under this guarantee and must provide supporting records reasonably requested by Seller. Seller may request a second veterinary opinion, consultation, or additional diagnostic documentation at Buyer's expense unless otherwise required by law. Failure to timely provide records or reasonably cooperate with verification may result in denial of a claim to the fullest extent permitted by law.

8. Limited Remedy

For an approved claim under the 12-month limited health guarantee, the primary remedy is a replacement puppy, not a cash refund. No refund is guaranteed or owed. A cash refund or other monetary remedy may be offered only if Dainty Dawlz elects to offer it in writing, except where applicable law requires otherwise. Subject to the declining-value provision below, Dainty Dawlz may offer one replacement puppy of equal replacement value if a suitable puppy is available. The timing, litter, sex, color, size estimate, and specific puppy offered remain subject to breeder availability and Dainty Dawlz's reasonable placement discretion. Veterinary bills, emergency expenses, travel, shipping, boarding, lost wages, emotional distress, consequential damages, and third-party expenses are not reimbursed unless Dainty Dawlz expressly agrees in writing or reimbursement is required by law.

8A. One Replacement Offer; Declining the Offer Settles the Claim

If a claim is approved and a qualifying replacement puppy is available, Dainty Dawlz will make one replacement offer. Buyer may accept or decline that offer. If Buyer declines the offered replacement puppy, the replacement obligation is considered fully satisfied and settled, no additional replacement offer is required, and no further notice or action regarding replacement will be due from Dainty Dawlz, except where applicable law requires otherwise.

8B. Replacement Availability

If a suitable replacement puppy is not available when an approved claim is resolved, Dainty Dawlz may offer a suitable replacement at a later time when one becomes available. Availability is not guaranteed by a particular date. The Buyer understands that a later replacement may come from a future litter. Once Dainty Dawlz makes the one replacement offer and Buyer declines it, the matter is considered settled and no additional replacement offer will be made, except where applicable law requires otherwise.

8C. Monthly Reduction in Replacement / Refund Value - Begins at Possession

The maximum remedy value begins to decrease only after the Buyer takes possession of the puppy. For each completed month after the possession date, the maximum remedy value is reduced by one-twelfth (1/12), or approximately 8.33 percentage points, of the original puppy purchase price. The intended schedule is: 91.67% remaining after 1 completed month; 83.33% after 2 months; 75% after 3 months; 66.67% after 4 months; 58.33% after 5 months; 50% after 6 months; 41.67% after 7 months; 33.33% after 8 months; 25% after 9 months; 16.67% after 10 months; 8.33% after 11 months; and 0% after 12 completed months following possession. This schedule applies to the maximum value of any replacement puppy, replacement credit, and any refund only if a refund is voluntarily offered by Dainty Dawlz. No cash refund is guaranteed or owed unless required by applicable law. This monthly value schedule does not extend the 12-month limited health guarantee, which continues to begin on the puppy's date of birth and expires twelve (12) months after the date of birth. A claim must otherwise qualify and be made within the applicable health-guarantee period.

Health Guarantee Exclusions

Unless otherwise required by law or expressly stated in writing by Seller, the limited health guarantee does NOT cover the following:

- Internal/external parasites: Giardia, Coccidia, fleas, ticks, mites, and intestinal worms;

- Hernias, including umbilical and inguinal hernias; retained or undescended testicles; underbite, overbite, bite/alignment issues, retained baby teeth, missing teeth, and dental extractions or bite correction;
- Luxating patellas, collapsing trachea, Legg-Calve-Perthes disease, or orthopedic conditions listed here;
- Floppy or non-standing ears, delayed ear standing, uneven ears, ear set/carriage; tear staining; coat texture, thickness or color changes; size, adult weight, facial type, other cosmetic traits, allergies or sensitivities; ear taping, cosmetic grooming, and appearance-related procedures;
- Hypoglycemia after transfer; heat exhaustion, dehydration, broken bones, torn ligaments, injury, trauma, accidents, poisoning, foreign-object ingestion, or environmental exposure occurring after possession;
- Illness or injury caused or worsened by improper nutrition, missed meals, neglect, unsafe exercise, rough play, falls, delayed veterinary care, or failure to follow veterinary instructions. This includes failure to provide supplements specifically prescribed by the treating veterinarian and identified in written care instructions supplied to Buyer;
- Environmental or stress-related illness arising after transfer, including upper respiratory infections, kennel cough, and stress-related digestive upset; this exclusion does not waive mandatory rights concerning illness present at sale or transfer;
- Behavioral or psychological issues, including anxiety, separation anxiety, biting, aggression, destructive habits, and house-training difficulties;
- Conditions arising from breeding, pregnancy, whelping, fertility, or reproductive use unless Seller expressly provides a written breeding guarantee;
- Non-life-threatening, temporary, treatable, correctable, or curable conditions as described in Section 6; any condition first diagnosed after the guarantee expires;
- Veterinary bills, treatment costs, and cash refunds, except where Seller expressly agrees in writing or applicable law requires otherwise. Any approved health claim is governed by Sections 8-8C;
- Personal/non-health reasons, including landlord disapproval, buyer or household allergies, family disagreements, housing or relationship changes, financial/travel issues, change of heart, or inability to care for the puppy; see Section 11.

9. No Guarantee of Adult Size, Color, Temperament, Breeding or Show Outcome

Any estimate regarding adult weight, mature size, coat, color, facial type, ear set, temperament, breeding ability, show quality, or other future characteristic is an estimate only and is not guaranteed unless expressly stated in a separate signed writing.

10. Registration and DNA

Breed identity is represented based on Seller's breeding records and registration documentation or eligibility when applicable. Registration status does not create a separate health guarantee. No DNA-based breed-purity guarantee is made unless Seller expressly states one in a separate signed writing.

Buyer Care Responsibilities

- Provide age-appropriate nutrition, clean water, safe housing, grooming, socialization, and routine veterinary care;
- Follow recommended vaccination and parasite-control guidance from a licensed veterinarian;
- Protect the puppy from hypoglycemia by providing regular meals and responding promptly to weakness, lethargy, tremors, disorientation, collapse, or other concerning signs;
- Use a harness rather than neck pressure when appropriate for a toy-breed puppy and avoid unsafe pulling or restraint around the trachea;
- Avoid rough play, jumping from furniture, unsafe stairs, excessive exercise, heat exposure, and interactions that could injure a small toy-breed puppy;
- Comply with all applicable licensing, identification, animal-control, and veterinary requirements.

11. No Refunds for Non-Health Reasons

Except where applicable law requires otherwise, all sales are final and no cash refund is guaranteed. No refund, return, cancellation, chargeback, credit, or replacement is provided for buyer's remorse, change in household circumstances, allergies within the household, landlord or housing restrictions, relationship changes, financial issues, travel problems, or inability to care for the puppy. For a claim that qualifies under the 12-month limited health guarantee, the remedy is governed exclusively by Sections 8, 8A, 8B, and 8C. A cash refund will be issued only if Dainty Dawlz chooses to offer one in writing or if required by applicable law.

12. Veterinary Decisions After Transfer

After transfer, Buyer is responsible for veterinary decisions and expenses. Seller does not diagnose or treat medical conditions and communications from Seller are not a substitute for veterinary care. Buyer agrees to seek

prompt professional veterinary attention for illness, injury, refusal to eat, lethargy, hypoglycemia signs, breathing difficulty, vomiting, diarrhea, collapse, or any other urgent concern.

13. No Unauthorized Transfer of Contract Rights

This Agreement and any health-guarantee rights apply only to the original Buyer named above and may not be assigned or transferred with the puppy unless Seller agrees in writing or applicable law provides otherwise.

14. Entire Agreement; Written Changes Only

This Agreement contains the entire understanding between Buyer and Seller concerning this puppy and supersedes prior oral discussions, messages, advertisements, or representations concerning the matters addressed here. Any modification must be in writing and accepted by both parties.

15. Severability and Non-Waiver

If any provision is determined to be invalid or unenforceable, the remaining provisions will remain effective to the fullest extent permitted by law. A party's decision not to enforce a provision on one occasion does not waive future enforcement.

16. Governing Law and Venue

This Agreement will be governed by the law of the State of _____, without waiving any mandatory consumer protection or animal-sale rights that apply. Any permitted legal action concerning this Agreement will be brought in a court of competent jurisdiction as allowed by applicable law.

17. Electronic Signatures and Counterparts

Electronic signatures, typed signatures used through an electronic-signature service, and signatures on separate counterparts may be treated as originals to the extent permitted by law. A complete electronic or scanned copy of this Agreement may be retained by each party.

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Buyer Acknowledgments

☐ I have read the entire Agreement before signing.

☐ I understand the 12-month limited health guarantee begins on the puppy's DATE OF BIRTH.

☐ I understand I must obtain a licensed veterinary examination within 48 hours after taking possession.

☐ I understand the health guarantee contains exclusions and is not an unlimited veterinary warranty.

☐ I understand the holding fee is non-refundable except as stated in this Agreement or required by law.

☐ I received or had access to the puppy's available health, vaccination, deworming, and care information provided by Seller.

☐ I understand that non-life-threatening, temporary, treatable, correctable, or curable conditions do not qualify under the 12-month limited health guarantee.

☐ I understand that an approved claim is subject to one replacement offer, breeder availability/discretion, and the monthly remedy-value schedule beginning on my possession date described in Sections 8A-8C, with approximately 75% remaining after 3 completed months, 50% after 6 months, 25% after 9 months, and 0% after 12 months.

Buyer Printed Name

Buyer Signature

Seller / Dainty Dawlz Representative

Seller Signature

Date / Time

Date / Time
