

LuxeBrits Cattery

KITTEN PURCHASE AGREEMENT AND HEALTH GUARANTEE

Ontario, Canada

IMPORTANT: This Agreement allocates financial responsibility between Seller and Buyer. Except for the specific remedies expressly stated in this Agreement and rights required by applicable law, Buyer is responsible for all veterinary expenses after the kitten leaves Seller's care, including examination/consultation fees, emergency fees, taxes, deductibles, coinsurance, non-covered items, and amounts denied or excluded by any insurer. Any Seller payment made outside this Agreement is voluntary and does not create an ongoing obligation or admission of liability.

1 Parties

Seller	LuxeBrits Cattery —
Seller Contact	luxebrits@outlook.com
Buyer	
Buyer Contact	

2 Kitten Information

Registered/Call Name	LuxeBrits
Breed	British Shorthair
Colour/Pattern	
Sex	
Date of Birth	
Microchip Number	
Registration Number	

2A Parentage Information

Parent	Registered Name	Call Name	Colour/Pattern	Registration Number
Dam (Mother)				
Sire (Father)				

Seller represents that the sire and dam listed above are the biological parents of the kitten identified in this Agreement, based on Seller's breeding and registration records.

Parent health screening information and supporting records may be provided or made available to Buyer upon request, where applicable.

3 Purchase Price and Payment

Payment	Amount / Terms
Total Purchase Price	Amount:
Waitlist Fee Received	Amount:
Reservation Fee	Amount: \$1,500.00 — Due upon signing and acceptance
Remaining Balance	Amount:
Final Payment Received	Amount: _____ Date: _____

All deposits and payments are non-refundable except where this Agreement expressly provides otherwise or where required by applicable law. Seller may, at Seller's sole discretion, allow a deposit to be transferred to another kitten; such permission does not convert the deposit into a refundable payment.

Final payment deadline. The full remaining balance must be received by Seller no later than forty-eight (48) hours before the kitten's scheduled pickup, delivery, transportation, or go-home date. This requirement allows sufficient time for payment to be received, processed, and cleared before the kitten leaves Seller's care.

No kitten will be released, delivered, transported, or permitted to leave Seller's possession until all amounts owing under this Agreement have been paid in full and successfully cleared.

Seller does not accept cheques or direct credit-card payments. Accepted payment methods may include e-transfer, cash received before the deadline, bank transfer, PayPal, or another payment method expressly approved by Seller. Use of PayPal or another electronic platform requires Seller's prior approval.

Payment fees. Buyer is responsible for fees charged directly to Buyer by Buyer's bank or payment provider, including applicable transfer and currency-conversion fees. Any additional processing fee charged by Seller must be disclosed and agreed before payment and must be permitted by applicable law and the payment provider's terms. Seller will not impose a surcharge or pass Seller's PayPal acceptance fees to Buyer for using PayPal.

Any payment delay, processing hold, failed transfer, reversal, dispute, chargeback, or other payment issue may result in the kitten's scheduled go-home, pickup, delivery, or transportation being postponed until payment has fully cleared.

4 Go Home Package and Veterinary Care

At the time of go-home, and subject to the kitten's age, veterinary judgment, availability, and any written amendment between the parties, the kitten is intended to receive the following:

- Veterinary health examination prior to placement;
- Two (2) age-appropriate FVRCP vaccinations;
- One (1) rabies vaccination, when age-appropriate;
- Deworming on three (3) occasions with Strongid-T (pyrantel pamoate), unless otherwise directed by Seller's veterinarian;
- Microchip implantation;
- Spay/neuter when applicable and when the attending veterinarian determines the kitten is medically fit for surgery;
- Copies of available veterinary records relating to the kitten's vaccinations, deworming, microchip and veterinary examinations;
- Registration documentation when applicable; and
- An offer of complimentary Trupanion coverage, which must be activated by Buyer in accordance with Section 7.

Seller represents that the kitten's breeding parents have tested negative for FIV and FeLV. Seller does not routinely perform FIV/FeLV screening on healthy kittens from negative-tested breeding parents unless medically indicated or recommended by a veterinarian. Maternal antibodies may affect FIV antibody-test results in young kittens; they do not interfere with routine FeLV antigen testing. Negative parental test results do not establish the kitten's individual infection status. Buyer should discuss the kitten's individual testing needs with Buyer's veterinarian.

Go-home supplies. The kitten will also be sent home with one soft-sided carrier, a supply of the kitten's current food to assist with transition, toys, and treats, subject to reasonable availability. The exact brand, quantity, style, colour or type of complimentary supplies is not guaranteed, and substitution does not constitute a breach of this Agreement.

5 Buyer Veterinary Examination Requirement

Buyer must have the kitten examined by a licensed veterinarian within 72 hours after physical receipt of the kitten. This examination is at Buyer's sole cost. Failure to complete the examination and retain written records may void any health-guarantee claim relating to a condition that reasonably could have been identified during that examination, to the fullest extent permitted by law.

6 Post Go Home Veterinary Costs

Unless Seller expressly agrees otherwise in a separate signed writing, Seller is not responsible for veterinary charges incurred after the kitten leaves Seller's physical care, subject to applicable law. Buyer accepts full responsibility for all such charges, whether or not the condition is later claimed to have existed before go-home. This includes, without limitation:

- Routine, urgent-care and emergency examination/consultation fees;
- Hospitalization, diagnostics, imaging, laboratory testing, cultures, PCR testing, medications, procedures and treatments;
- Sales tax, HST/GST, dispensing charges, administrative charges and other fees;
- Pet-insurance deductibles, coinsurance/copays, policy exclusions, waiting-period charges, denied claims and non-covered services;
- Transportation, travel, boarding, lost wages and other incidental or consequential expenses; and
- Any amount exceeding insurance reimbursement or any amount the insurer requires Buyer to pay.

For clarity: Seller is not responsible for veterinary examination fees or taxes, and Seller does not reimburse an insurance deductible or Buyer's coinsurance/copay. A diagnosis, recommendation, invoice, estimate, or insurer decision does not by itself create a duty for Seller to pay, subject to rights required by applicable law.

7 Trupanion and Required Insurance Coverage

Buyer must activate the complimentary Trupanion offer within 24 hours of receiving the kitten. Activation is Buyer's responsibility. Seller cannot activate, maintain, administer, guarantee, or modify Buyer's insurance policy or claim.

- The complimentary offer is intended to provide up to the first 30 days of coverage, subject entirely to Trupanion's current policy terms, eligibility rules, exclusions, waiting periods, deductibles, coinsurance and claim decisions.
- Any deductible, coinsurance/copay, taxes, examination fees, non-covered items or denied charges remain solely Buyer's responsibility.
- If Buyer fails to activate the offer within 24 hours, allows coverage to lapse, cancels coverage, or fails to submit a claim properly, Seller will not assume costs that insurance might otherwise have covered.
- Buyer must maintain continuous pet-insurance coverage throughout the three (3) year health-guarantee period from the date of purchase. Failure to maintain required coverage may void the contractual health guarantee to the fullest extent permitted by law.

8 Insurance Reimbursement and Documentation

Any request that Seller consider contributing toward a veterinary expense must include complete, unaltered documentation reasonably requested by Seller, including the itemized veterinary invoice, proof of payment, medical record/visit summary, diagnostic results, and the insurer's explanation of benefits/claim decision showing amounts paid, denied, non-covered, deductible, coinsurance and Buyer responsibility. Seller may communicate directly with the treating veterinarian or insurer where permitted and authorized.

No double recovery. Buyer may not seek or retain payment from Seller for an amount that has been reimbursed, credited, refunded, waived, or paid by an insurer, veterinarian, third party, chargeback, or other source. If Seller voluntarily advances money before an insurance claim is finalized, Buyer must promptly repay any portion that results in Buyer receiving more than the verified net out-of-pocket expense for the same charge.

9 Health Guarantee for Congenital and Hereditary Conditions

Seller represents that the kitten is believed to be in good health at the time of sale based on Seller's records and veterinary care. Seller guarantees the kitten against qualifying serious congenital or hereditary disease diagnosed within three (3) years of the date of purchase.

This guarantee specifically includes Hypertrophic Cardiomyopathy (HCM) and Polycystic Kidney Disease (PKD) where the condition is confirmed by appropriate veterinary diagnostic testing and is determined by a licensed veterinarian, veterinary cardiologist, internal-medicine specialist, or other appropriate veterinary specialist to be life-threatening or materially life-altering to the kitten's health and quality of life.

If the kitten dies from a qualifying condition within the three-year guarantee period, or is diagnosed within that period with a qualifying condition covered by this Section, Seller's contractual remedy shall be a replacement kitten of comparable value, subject to availability and verification of the diagnosis and, where applicable, cause of death. Seller does not guarantee a specific litter, colour, sex or time frame for the replacement kitten.

Buyer must provide all supporting veterinary documents to Seller and Seller's veterinarian for review. Seller may require complete veterinary records, diagnostic reports, laboratory results, imaging, pathology and/or a second veterinary opinion before approving a claim.

The health guarantee does not constitute veterinary-expense insurance and does not require Seller to reimburse examination fees, emergency fees, hospitalization, diagnostics, treatment, medications, surgery, taxes, insurance premiums, deductibles, coinsurance/copays or other veterinary expenses unless Seller expressly agrees otherwise in a separate signed writing or applicable law requires otherwise.

10 Feline Infectious Peritonitis

If the kitten dies from confirmed Feline Infectious Peritonitis (FIP) within three (3) years of purchase, Seller will provide a replacement kitten of comparable value, subject to availability and receipt of adequate veterinary documentation supporting the diagnosis and cause of death. The FIP guarantee does not create a cash-refund right or a duty to reimburse treatment expenses unless Seller expressly agrees otherwise in writing or applicable law requires otherwise. Buyer authorizes Seller to request and review relevant veterinary records when a claim is made.

11 Conditions Outside Seller Control

Seller cannot guarantee that a kitten will never develop or test positive for infectious, parasitic, environmental, or stress-associated conditions after leaving the cattery. To the fullest extent permitted by law, such conditions are not covered as veterinary-expense reimbursement claims under this Agreement. Examples include, without limitation, upper respiratory infections, feline herpesvirus, Mycoplasma, Tritrichomonas, Clostridium, calicivirus, Chlamydia felis, feline coronavirus, Giardia, coccidia, intestinal worms, fleas, ear mites, ticks, and stress-related gastrointestinal or respiratory signs. The specific FIP replacement provision in Section 10 remains applicable.

12 Transition and Adjustment

Relocation, travel, diet change, new animals, a new household, and other stressors may cause temporary sneezing, watery eyes, soft stool, reduced appetite or other mild adjustment signs. Mild or transient adjustment signs do not by themselves entitle Buyer to a refund, veterinary reimbursement or replacement, subject to applicable law. Buyer remains responsible for obtaining veterinary care whenever Buyer or Buyer's veterinarian considers it appropriate.

13 Seller Right to a Second Veterinary Opinion

For any disputed medical claim, Seller may require complete written records and may obtain a second veterinary opinion, pathology review, or specialist review before determining whether a contractual remedy applies. Buyer agrees to reasonably cooperate with record requests and authorizations. Emergency care should not be delayed for this purpose.

14 No Unauthorized Treatment Commitment on Seller Behalf

Buyer may not authorize veterinary services, hospitalization, diagnostics, treatment, surgery, or other expenses on Seller's account or represent that Seller has agreed to pay them unless Seller has provided prior written authorization identifying the specific expense or maximum contribution. Seller's participation in discussions with a veterinary provider does not constitute financial authorization.

15 Voluntary Payments

Any refund, contribution, goodwill payment, credit, reimbursement, or other assistance voluntarily provided by Seller that is not expressly required by this Agreement is a one-time accommodation only. It is not an admission of fault, liability, breach or responsibility and does not amend this Agreement, waive future rights, or establish a continuing practice or obligation.

16 Return and Rehoming

If Buyer can no longer keep the cat, Buyer must contact Seller before surrendering, selling, gifting, transferring, or rehoming the cat. Seller has the first opportunity to take the cat back or assist with rehoming. Unless required by law or expressly agreed in writing, return of the cat does not automatically entitle Buyer to a refund of purchase price or veterinary expenses.

17 Transportation and Travel

Unless otherwise agreed in writing, Buyer is responsible for transportation and travel costs, including airfare, flight-nanny/courier services, certificates, carrier fees, import/export charges, delays, cancellations and related costs after the kitten leaves Seller's care.

18 Entire Agreement and Written Changes

This document and any written addendum signed by both parties constitute the entire agreement concerning the sale and health guarantee. Text messages, social-media messages, verbal discussions, estimates, veterinary opinions, or informal statements do not modify the Agreement. Any amendment or assumption of a specific veterinary expense by Seller must be in a written document or message clearly identifying the obligation and expressly agreed to by Seller.

19 Severability and Applicable Law

If any provision is found unenforceable, the remaining provisions remain in effect to the fullest extent permitted by law. Nothing in this Agreement waives rights or obligations that cannot legally be waived. This Agreement is governed by the laws of Ontario and the applicable laws of Canada.

20 Acknowledgement

By signing, Buyer confirms that Buyer has read and understood this Agreement and specifically understands that:

- The remaining balance must be received no later than 48 hours before the kitten's scheduled go-home date and must clear before the kitten is released;
- The complimentary Trupanion offer must be activated within 24 hours of receiving the kitten, and continuous pet-insurance coverage must be maintained for the three-year health-guarantee period;
- Pet insurance is a contract between Buyer and the insurer, not between Buyer and Seller;
- Buyer is responsible for examination fees, emergency fees, taxes, deductibles, coinsurance/copays, non-covered charges, denied claims and all other post-go-home veterinary expenses except where Seller expressly agrees otherwise in writing or applicable law requires otherwise;
- The health guarantee primarily provides the specific replacement/remedy stated in the Agreement and is not an open-ended veterinary-expense reimbursement policy; and
- Any voluntary payment by Seller does not create an admission or future obligation.

Seller Signature	Date
LuxeBrits Cattery	
Buyer Signature	Date
Buyer Printed Name:	