

# RECHERCHE KENNEL'S LIFETIME WARRANTY AGREEMENT

This Lifetime Warranty Agreement (the "Warranty Agreement") is between the Buyer who signs below and Hamka Enterprises, Inc. d/b/a Recherche Kennels ("Breeder") regarding Buyer's purchase of a puppy (the "Puppy") from Breeder. As a condition of purchasing a Puppy from Breeder, Buyer is required to enter into this Warranty Agreement, the terms of which are material.

## 30 Day DDD Guarantee

**Below is only applicable in pups in our DDD (Doggy Double Doctorate) program that begins at 7 months of age. Below are policies:**

1. Return your pup for a replacement pup (see point 3) or a 50% refund of price of dog and training (not transportation, neuter, etc..) within 30 days. Price of returning pup and puppy packet is responsibility of Buyer. New pup comes with Lifetime Warranty but not another 30 DDD Guarantee.
2. You must keep your pup for 3 weeks minimum. Be willing to work with outside trainer selected by Recherche Kennels. Payment for outside trainer responsibility of buyer.
3. Replacement pup is same breed at same training level if available. Only additional cost for replacement pup is returning your initial pup and puppy packet, \$3500 deposit and expense to get new pup. If you want an older pup than initially received than you only pay price difference.
  - a. Recherche has right to choose for refund instead of replacement.
  - b. Settlement Agreement and Release of Claims must be signed

### 1. BREEDER AGREES:

- a. Breeder guarantees that the Puppy has had adequate care to date according to industry standards and has been checked by a veterinarian. Shot records will be furnished when Puppy is received. If Puppy is being shipped, a copy of the shots & deworm records will be shipped to the Buyer. If within 1 week of receiving the Puppy, he/she is examined by a reputable veterinarian and the health of the Puppy is found to be at serious risk of euthanasia or death due to a congenital defect<sup>1</sup> (existing at birth), Buyer must notify Breeder within three (3) days of the examination. Buyer must provide Breeder with a written statement from a licensed vet describing Puppy's condition and the diagnosis. Upon receiving this information, Breeder will replace Puppy or refund the full price of the Puppy (minus shipping fees). Breeder assumes no responsibility for veterinarian or shipping fees.
- b. Breeder is not responsible if Puppy contracts a communicable disease such as parvo, distemper, rabies, canine influenza, leptospirosis or Lyme disease after leaving Breeder's possession.

<sup>1</sup> This does not include worms, fleas, mites, coccidiosis, giardia, ichthyosis or any other parasites as they are common in dogs and puppies.

- c. **Only Buyers who strictly adhere to the Feeding Guidelines set forth herein are eligible for the Lifetime Warranty described herein.**
- d. Breeder offers a “Lifetime” Warranty on the Puppy, provided Buyer complies with the Feeding Guidelines set forth in Section 2(c).
- e. **Congenital Defects** - Breeder guarantees Puppy against any congenital defect causing death of or necessitating euthanasia. Breeder will not assume any veterinarian bills.
  - i. If such congenital defect is detected on or before the Puppy is one (1) year of age, Breeder will replace the Puppy or refund the FULL price of the Puppy ONLY (this does not include shipping, training, or veterinarian fees, the price of the Puppy only).
  - ii. If such congenital defect is detected on or before the Puppy is four (4) years of age, Breeder will offer a \$10,500 discount (or full price of Puppy ONLY, whichever is lower) on any future Pup from Recherche.
  - iii. If such congenital defect is detected on or before the Puppy is seven (7) years of age, Breeder will offer a \$8,500 discount (or full price of Puppy ONLY, whichever is lower) on any future Pup from Recherche.
  - iv. If such congenital defect is detected on or before the Puppy is ten (10) years of age, Breeder will offer a \$6,500 discount (or full price of Puppy ONLY, whichever is lower) on any future Pup from Recherche.
  - v. If such congenital defect is detected when the Puppy is older than ten (10) years, Breeder will offer a \$4,500 discount (or full price of Puppy ONLY, whichever is lower) on any future Pup from Recherche.
- f. **Hip Dysplasia, Elbow Dysplasia & Heart Murmurs** - Breeder offers a “Lifetime” hip and elbow guarantee on any Puppy found to have “Moderate” or “Severe” hip dysplasia or “Grade 2” or “Grade 3” elbow dysplasia as set forth herein. **The following applies:** The Puppy must have an X-Ray by your veterinarian to confirm the diagnosis. The X-Ray must be submitted to the Orthopedic Foundation of America (OFA) and given an official score by them. No other assessments are valid, including but not limited to those by a regular veterinarian or orthopedic surgeon. The only authorized assessment Breeder will accept is from the OFA. Breeder offers a heart guarantee on any Puppy found to have a severe heart murmur (Grade 5/6 or 6/6). **The following applies:** The Puppy must have a canine cardiologist perform an echocardiogram to confirm the diagnosis and the murmur must be scored officially. If such a hip dysplasia, elbow dysplasia or heart murmur is discovered then the following applies:
  - i. On or before when the Puppy reaches one (1) year of age, Breeder will replace the Puppy or refund 75% of the price of the Puppy ONLY (this does not include shipping, training, or veterinarian fees). Breeder will not assume any veterinarian bills.
  - ii. On or before when the Puppy reaches four (4) years of age, Breeder will offer a \$8,500 discount (or full price of Puppy ONLY, whichever is lower) on any future Pup from Recherche.
  - iii. On or before when the Puppy reaches seven (7) years of age, Breeder will offer a \$6,500 discount (or full price of Puppy ONLY, whichever is lower) on any future Pup from Recherche.
  - iv. On or before when the Puppy reaches ten (10) years of age, Breeder will offer a \$5,500 discount (or full price of Puppy ONLY, whichever is lower) on any future Pup

- v. Past 10 years of age, Breeder will offer a \$4,500 discount (or full price of Puppy ONLY, whichever is lower) on any future Pup from Recherche.
- g. We (the Breeder) reserve the right to have a second opinion from our veterinarian on any diagnosis.
- h. Breeder does not guarantee color, size, championship, training or temperament of any Puppy.
- i. Recherche Kennels promises to extensively train your Pup and provide the tools needed for continued training including videos. Be advised, much of the continued training success will be based on owner following and implementing the information provided. We will provide you with a "Report Card" detailing where your Puppy is, a training video and an individual final training update for your Pup showing you exactly where they are. **Training is not a part of this warranty.**

**There is no warranty or guarantee on training or temperament of the Puppy.**

## 2. BUYER AGREES:

- a. To have Puppy examined within 1 week of getting the Puppy by a licensed veterinarian to verify that the Puppy is healthy.
- b. To spay or neuter their dog within 30 months of age (2 ½ years old). No litters can be produced by the Puppy. Puppy is only registered with AKC Limited Registration (if applicable). **Failure to spay or neuter Puppy within 30 months of age voids this Warranty.**
- c. To feed the dog high-quality food for the life of the Puppy, specifically TLC Whole Life Food, NuVet & NuJoint with auto-shipping. If buyer does not follow these guidelines than warranty stops when pup turns 1 year of age. Below are the warranty only for those not following our feeding regimens:
  - a. **Congenital Defects** - If such congenital defect is detected on or before the Puppy is one (1) year of age, Breeder will replace the Puppy or refund the FULL price of the Puppy ONLY (this does not include shipping, training, or veterinarian fees, the price of the Puppy only).
  - b. **Hip or Elbow Dysplasia** - On or before when the Puppy reaches one (1) year of age, Breeder will replace the Puppy or refund 75% of the price of the Puppy ONLY (this does not include shipping, training, or veterinarian fees). Breeder will not assume any veterinarian bills.
  - c. **Heart Murmur** - On or before when the Puppy reaches one (1) year of age, Breeder will replace the Puppy or refund the 75% price of the Puppy (this does not include shipping, training, or veterinarian fees). Breeder will not assume any veterinarian bills.
- d. The value of the Puppy for the purpose of this Warranty is solely the original purchase price of the Puppy, and does not include training, boarding, shipping fees, or the actual value of a show dog. Typical cost of the puppy is \$7,000 on average.
- e. That the Buyer will return their Puppy to Recherche Kennels if the Buyer is unable or unwilling for any reason to care for their Puppy. In the alternative, if Buyer is unable or unwilling to care for the Puppy, Buyer must get written permission from Breeder to give Puppy away to any friend, family or stranger. Recherche will allow you to give your Puppy away, but the new family must fill out Recherche's application and sign a similar contract to protect the Puppy. No refund is given for a return or re-homing under any circumstances.

### **3. REMEDIES**

- a. Mediation - The Parties agree that any dispute, claim, or controversy arising out of or relating to Buyer's reservation and/or purchase of the Puppy, this Warranty, or the breach, termination, enforcement, interpretation, or validity thereof, including the determination of the scope or applicability of the arbitration clause (a "Dispute"), Parties must first participate in mediation with a neutral certified third-party mediator. Only if the Parties participate in such mediation and fail to resolve the Dispute may either Party proceed to arbitration. Good faith participation in mediation is a condition precedent for the instigation of arbitration by either Party.
- b. Arbitration – If the Parties are unable to resolve the Dispute through mandatory mediation, the Parties irrevocably consent to the exclusive remedy of arbitration in Iredell County, North Carolina before one arbitrator. The arbitration shall be administered by JAMS pursuant to JAMS' Streamlined Arbitration Rules and Procedures. Judgment on any resulting award may be entered in any court of proper jurisdiction. This clause shall not preclude Parties from seeking provisional equitable remedies such as injunctive relief, but the Parties agree that the state or federal courts located in Iredell County shall be the exclusive venue for any such remedies.
- c. Governing Law – The Parties agree that regardless of where Buyer is located, this Agreement is considered a contract entered into in the State of North Carolina and the counties of either Iredell or Mecklenburg, and the laws of North Carolina shall apply, without regards to the conflict of laws provisions of any other state which would otherwise cause that state's laws to govern.
- d. Limitation on Damages - Neither Party shall be liable for, nor shall any measure of damages include, any indirect, incidental, special, exemplary, punitive or consequential damages or penalties for loss of income, value, profits, savings, or any other loss arising out of or relating to its performance or failure to perform under this Agreement, even if the Party against whom liability is sought to be imposed has been advised of the possibility of such damages. In no case will Breeder be liable for more than the price of the puppy (not training, transportation or veterinarian costs...typically \$7000).

### **4. NON-DISPARAGEMENT**

The Parties agree that neither will publicly assert, declare, avow, lay claim to, or in any other manner represent that the other Party engaged in wrongful conduct relating to its business and/or the Parties' dealings with each other. Further, the Parties agree not to engage in any activity or conduct intended to defame or denigrate the other Party, or their personal and/or professional reputations, and/or community standing. In addition, no Party will make any public statements, to include posts on social media platforms and/or written or digital statements concerning the fault or liability of the other Party related to the Parties' interaction. As used here "public statements" shall include statements that are not public when made but as to which there is a reasonable likelihood that such statement will become public. The Parties shall further keep confidential the terms of this Agreement. The terms of this paragraph shall not be interpreted to prohibit accurate and full responses to any question or inquiry for information when required by legal process or in connection with insurance claims.

### **5. INDEMNIFICATION**

Each Party (the "Indemnifying Party") will defend, indemnify and hold harmless the other Party (the "Indemnitee"), its affiliates and their respective shareholders, officers, directors, employees, agents, successors and permitted assigns from and against all losses, damages, liabilities, deficiencies, actions, judgments, interest,

awards, penalties, fines, costs or expenses of whatever kind, including reasonable attorneys' fees and/or costs of collection, in connection with any third party claim, suit, action or proceeding arising out of or resulting from a material breach of any representation, warranty or obligation set forth in this Agreement by the Indemnifying Party or any of its Representatives.

**By purchasing a Puppy from Breeder and signing this Warranty Agreement, Buyer acknowledges and agrees that this Warranty is subject to the terms and conditions set forth herein, and that certain actions or failures to act on the Buyer's part will void the Warranty. In the case of sudden demise of Puppy, Breeder must receive a written notice of Puppy's death from Buyer's veterinarian, along with a necropsy report indicating cause of death.**

**In particular, this Warranty is null and void if Buyer does any of the following:**

1. Allows the Puppy to become obese or severely underfed at any time as determined in Breeder's sole discretion.
2. Breeds the Puppy or fails to have the Puppy neutered/ spayed as set forth herein.
3. Gives the Puppy any flea or tick medicine orally. Medicines such as Trifexis, Comfortis, and Bravecto have caused serious and even fatal side effects to Puppies. The only flea/tick medicine you give must be topical unless permission is granted otherwise from Breeder.
4. Feeds the Puppy "grain-free" dog food without taurine supplements. Canine Cardiomyopathy has killed several Puppies over the last several years and each time it was caused by not feeding TLC and low taurine.
5. Transfers the Puppy to another owner other than the original purchaser (Buyer).

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Buyer Signature

\_\_\_\_\_  
Breeder Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date  
174 Carodell Lane  
Statesville, NC 28677

\_\_\_\_\_  
Date