



PURCHASE AGREEMENT

For domestic pet (Dog)
Between

CLIENT NAME
AND
Peppa Pups

This purchase and sale agreement is entered into this ___ day of _____, 2021, by and between Client Name (hereinafter “Buyer”), of Location, and **Peppa Pups** (hereinafter “Seller”), of Toronto, ON, Canada:

1. PARTICULARS OF THE DOG

Name:	
Breed:	
Sex:	
DOB:	
Current Weight:	
Colour/Markings:	

2. CONSIDERATION

The above-noted dog (the “**Purchased Dog**”) is being sold as a domestic Pet for the agreed total purchase price of **\$XXX.00 CAD** (the “**Purchase Price**”), payable by way of a deposit (equivalent to 50% of the purchase price) **\$XXX.00 CAD** via e-transfer (within Canada) or via PayPal (must be paid at the time of reservation), and the remaining balance of **\$XXX.00 CAD** shall be paid in full via e-transfer or PayPal within two (2) days upon Seller’s delivery to the Buyer of the **Dog’s Airway Bill**, and no later than 48 hours prior to the dog’s shipping from the country of origin. **Payments may be made via e-transfer or PayPal to: info@peppapups.com.**

In the event Purchase Price is not paid in full not later than two (2) days upon Seller’s delivery to the Buyer of the Purchased Dog’s Airway Bill, this Agreement shall be considered null and void and of no force or effect and the deposit shall be forfeited to the Seller as liquidated damages.

Upon the Buyer’s payment of the Purchase Price in full, the Seller shall deliver to the Buyer an electronic **Vaccination & Veterinary Inspection Certificate** (*written in English or French only*) of the Purchased Dog issued by a licensed veterinarian in the Country of Origin, not more than 48 hours prior to the Purchased Dog boarding the plane to be transported to the recipient country, containing the following information:

- identify the animal (age, breed, sex, colour/markings, weight, and microchip/tattoo number if applicable);
- specify the date of the examination, signed by the licensed veterinarian who performed the examination;
- that the puppy/dog not less than 8 weeks of age at the time of the examination;
- is free of any clinical evidence of disease;
- was vaccinated, not younger than 6 weeks of age, for distemper, hepatitis, parvovirus, and parainfluenza virus;
- was vaccinated against rabies, date of vaccine, trade name and the serial number of the licensed vaccine;
- specify the duration of immunity (otherwise, it will be considered valid for 1 year from the date of vaccination); and
- can be transported to Canada (or to the recipient country, if other than Canada) without undue suffering due to infirmity, illness, injury, fatigue, or any other causes.

The Buyer acknowledges and agrees that the delivery of the **Vaccination & Veterinary Inspection Certificate** in no way or manner guarantees that the Purchased Dog is free of any undetected congenital disabilities or health issues. The Buyer further acknowledges and agrees that the Vaccination & Veterinary Inspection Certificate is provided for the sole purpose of complying with the regulations and requirements of Canada Border Services Agency and Canadian Food Inspection Agency for importation of live animals into Canada (or similar governmental agencies of the receiving country). The Buyer further acknowledges and agrees that the Seller is acting as a retail import broker between the Buyer and the Purchased Dog's Country of Origin (the "Wholesaler") and is relying solely on the representations made to it by the Wholesaler that the Purchase Dog does not have any congenital disabilities or contagious diseases and the Seller has not and will not conduct an independent inspection on the health of the Purchased Dog. The Buyer hereby waives and releases the Seller from any claims, actions, or liabilities arising from the health condition of the Purchased Dog.

3. BUYER'S COVENANTS

The Buyer acknowledges and agrees that the recipient country's customs clearance fees including customs brokerage fees; import duties/taxes; airport, terminal, warehouse fees; recipient country's border services agency inspection fee; recipient country's food inspection agency fee, or veterinary inspection fee, if applicable, shall be the responsibility of the Buyer.

4. SELLER'S COVENANTS

The Seller acknowledges and agrees that Purchased Dog obtained at the Country of Origin:

- Basic vaccinations (i.e., DHPPi; Kennel Cough; Rabies; Coronavirus) as legally mandated by the recipient country (regulations for vaccinations for imported dogs may vary from country to country);
- Deworming;
- Health examinations by a licensed veterinarian in the Country of Origin;
- Microchipping *.

*Microchipping is included in the purchase price in limited circumstance when it is a requirement when entering the recipient country. The country of microchipping and the serial number is linked to the Wholesaler

in the Country of Origin and not to the Seller. Any removal/change of microchip in the new country (recipient's country) shall be at the expense of the Buyer.

The parties acknowledge and agree that the Seller has discretion to replace the Purchased Dog with another of same or similar age, colour, weight and sex if the Purchased Dog is deemed unfit to fly on an aircraft in the opinion of the veterinarian(s) in the Country of Origin.

5. IDENTIFICATION

The identification of the Purchased Dog shall be conclusively determined by the microchip information contained in the purchased dog i.e., the serial number of the microchip.

6. RISK OF LOSS

The risk of loss from any casualty to the Purchased Dog, regardless of the cause, shall be on the Seller until the Purchased Dog has arrived at the port of entry in the recipient country, irrespective of whether the Purchased Dog been accepted and received by the Buyer either directly or through their custom brokerage.

The Buyer agrees to pick up the Purchased Dog immediately upon receipt of notification of arrival at the designated pick up location/spot at the recipient country.

The Buyer further acknowledges and agrees that in the event the Purchased Dog is not picked up as agreed upon, all monies paid to the Seller shall be forfeited to the Seller as liquidated damages and the Seller shall not be under an obligation to replace the dog.

7. LIABILITY WAIVER

The Seller and Buyer expressly acknowledge agree that there are no conditions or warranties (either legal or conventional or contractual, including any legal warranty for latent or congenital defects), save and except the warranty printed on the agreement hereof, which is being hereby expressly accepted in lieu of other warranties, conditions or representations express or implied, statutory or otherwise made by the Seller, its officers, agents or employees or the Country of Origin, the Wholesaler and their veterinarian(s), on the Purchased Dog furnished hereunder nor shall any agreement collateral hereto be binding upon the Seller unless such condition, warranty, representation or collateral agreement shall be endorsed hereon in writing. The obligation of the Seller under any condition, warranty, representation or collateral agreement which may be endorsed hereon in writing shall be limited to those expressly stated herein this agreement and shall in no event extend to liability for consequential damages or losses, whatever the cause or nature.

8. FORCE MAJEURE

The Seller shall not be responsible for any claims or damages resulting from any delays in performance or for non-performance due to unforeseen circumstances or causes beyond the Seller's reasonable control.

9. GOVERNING LAW

The terms of this Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

10. DISPUTES

Any disputes arising from this Agreement shall be resolved in the courts of the Province of Ontario.

11. PICK UP/DELIVERY:

The puppy will be flying into Airport from Incheon International Airport (ICN) via TBD airline . Full details (i.e. flight number, date of departure, date of arrival, airwaybill number to be provided once confirmed).

12. REFUND POLICY

The Buyer acknowledges and agrees that no refund shall be issued for any reasons whatsoever, including but not limited to, *force majeure* (all events outside of human control), a change of heart; personal known/unknown health conditions; Buyer’s financial hardship, unforeseen delays in receiving the Purchased Dog into the recipient country due to circumstances beyond the control of the Seller.

I, the undersigned, have read the above contract thoroughly, understand and agree with the terms set forth in this document. I also understand that this is a binding agreement and will abide by the terms we have agreed upon above.

I acknowledge my acceptance of this contract with my signature below.

Dated: _____

(Signature of the Buyer)

Name:	
Address:	
City:	
Province:	
Postal Code:	
Phone:	
Email:	

Dated: _____

(Signature of the Seller)

REFERENCES:

1. Canadian Border Services Agency

The Canada Border Services Agency (CBSA) is responsible for inspecting certain commodities at the border on behalf of the CFIA. If an animal is found to be non-compliant with the CFIA's humane transport and/or import requirements, CBSA may refuse the animal entry or refer it to the CFIA for further inspection.

The CBSA requires dogs to be vaccinated for rabies at least 28 days before export to Canada.

The current legislation does not require dogs to quarantine when entering Canada.

2. Canadian Food Inspection Agency

The Canadian Food Inspection Agency (CFIA) is responsible for regulating the importation of animals, including dogs, into Canada to prevent the introduction and spread of diseases that could negatively impact the health of both animals and humans. CFIA veterinarians administer and enforce the humane transport and import requirements at the border. CFIA veterinarians inspect all import shipments that require a permit. They are available to provide inspection services when requested by the Canadian Border Services Agency.

3. Country of Origin

Country of Origin for purchased dogs is the Republic of Korea.

4. Wholesaler

The Wholesaler is a team of breeders of domesticated pets and dogs, carrying out their business activities in the Republic of Korea.