Health Warranty regarding sales of cats/kittens from Borealis and Shenji Cattery

- Limited Warranty

This warranty pertains to the purchase of a cat or kitten by a buyer from the breeder. It is based on the buyer's agreement to purchase the cat/kitten at the nominated price, and indicates that the buyer is satisfied with the condition and general health of the animal at the time of final payment, and has collected from pet from the breeder's premises or has received the pet via transport interstate.

The warranty is conditional upon the buyer accepting the cat/kitten *as is* at the time of final payment, and also the conditions of sale and the warranty attached to the sale. This warranty is void if the buyer fails to comply with the breeder's stipulations regarding feeding, caring and health checks on the cat/kitten post-sale, or if the buyer on-sells the cat/kitten at any stage.

It is agreed by accepting a cat/kitten that the buyer will have the cat/kitten health checked by their local veterinarian, or a veterinarian recommended by the breeder, within a period of **three (3) days** after final payment for and receiving into their possession the said cat/kitten. The cost of this health check is **not** the responsibility of the breeder, and any untoward findings at the health check must be forwarded to the breeder via email, fax or by conversation with the attending veterinarian in order that the problem can be addressed. If there is a health issue deemed urgently requiring medical treatment by the attending vet at the time of the health check, the breeder **must be notified before** instigating any such veterinary treatment or health intervention. Should the buyer begin treatment without notifying the breeder, the warranty is void. The breeder undertakes to receive the cat/kitten for treatment at the breeder's preferred veterinarian and will not accept responsibility for any expenses incurred by the buyer's veterinarian unless **agreed to in writing** by the breeder. Any such expenses will be limited to the cost of the cat/kitten (less deposit) and not related to any other animal in the buyer's ownership.

If there are other health issues at the time of the health check (within 3 days of sale), the buyer has a further 4 days to notify the breeder. The breeder has the option to either fully refund all monies (except initial deposit which will have been used for desexing and vaccination), or to replace the cat/kitten with a suitable replacement at the earliest possible opportunity. If in the first week, the cat/kitten dies or is euthanized as a consequence of a life-threatening preventable illness, the breeder agrees to fully refund all monies (less the deposit) or exchange the cat/kitten for another suitable cat/kitten, providing veterinary information is forwarded to the breeder to establish the exact cause of death or reason for euthanasia. A buyer's word is no substitute for veterinary evidence in this case. Full histories of veterinary treatment must be forwarded to the breeder in order for the refund or exchange to occur.

Diseases which are covered within the three (3) day warranty agreement:

- 1. Cat flu (Feline herpes virus, feline calicivirus, feline chlamydia)
- 2. Ringworm (*microsporum canis* fungal infection)

Diseases which are covered within a three (3) month warranty agreement:

PKD (Polycystic kidney disease), FIP (feline infectious peritonitis), Corneal sequestrum, Familial amyloidosis, gingivitis, PRA (progressive retinal atrophy), Pyruvate kinase deficiency, Retinal dystrophy or Thromboembolism.

Diseases which are NOT covered within the three (3) day warranty:

Neglect, maltreatment, starvation, inappropriate diet, giardiasis, tritrichomoniasis, cat-fight wounds, infectious diseases such as bacterial septicaemias, FIV/FeIV or any similar disease attributable to the cat/kitten being allowed outdoors or in contact with another domestic pet, e.g. cat/kitten/dog/puppy.

Return or surrendering of cat/kitten:

If, within the period of three (3) days, the owner believes the cat/kitten unsuitable to the household (e.g. a family member's severe allergic reaction), they have the right to request that the cat/kitten be returned to the breeder. The breeder agrees to accept as returned the said cat/kitten, and all monies (less deposit) will be refunded. Once the said cat/kitten is surrendered to the breeder, the buyer relinquishes all further responsibility of the cat/kitten and the animal is deemed the possession of the said breeder and the buyer has no further recourse to complaint.

Sale of Undesexed Cat or Kitten for breeding:

If a Queen or Stud is sold for breeding, it is the requirement of the buyer to accept any health problems incurred during the stay at the buyer's residence, or for any health problems with kittens during this period.

- Retrieved and adapted from "http://www.felipedia.org/~felipedi/wiki/index.php/Warranty of sale"