

STAFFORDSHIRE BULL TERRIER PURCHASE AGREEMENT

This Agreement is entered into on this _____ day of _____, 20____, in the city of Bloemfontein, South Africa, by and between the following contracting parties:

1. THE PARTIES

THE BREEDER: De Sa Business Trust t/a Perotorey Kennels

(Registration No: IT 473/2010), herein represented by its Nominated Trustee, Mr. Nelio Andrade de Sa (ID No: 7412115471088), holding KUSA Membership No: 153250.

- Contact Mobile: +27 82 777 6770
- Email: info@perotorey.co.za / admin@perotorey.co.za

THE BUYER: _____ (Full Names)

- Identity / Passport Number: _____

2. BUYER CONTACT & DELIVERY INFORMATION:

- Full Name: _____
- Mobile Number: _____
- Email Address: _____
- Physical Street Address: _____
- Suburb: _____
- City: _____
- Postal Code: _____
- Province: _____
- Country: _____

3. PUPPY PREFERENCES & SPECIFICATIONS:

3.1. Puppy Gender: ☐ Male (Dog) ☐ Female (Bitch)

3.2. Coat Colour: ☐ Blue ☐ Black ☐ Black-Brindle ☐ Red

3.3. KUSA Registered Names (In Order of Preference):

Please provide three unique names for Kennel Union of Southern Africa (KUSA) registration purposes:

- 1st Choice: _____

- 2nd Choice: _____
- 3rd Choice: _____

3.4. Registration Status: ☐ KUSA Registered ☐ Unregistered

3.5. Delivery Method: ☐ Air Freight ☐ Collection from Breeder's Premises

3.6. Shipping and Transport Disclaimers:

- Variable Rates: Final shipping costs are subject to change based on actual live airline rates, flight availability, and the weight of the puppy at the time of travel.
 - Travel Carrier Crate: Approved transit crates are mandatory for air travel. The crate cost varies by size selection and is at the Buyer's sole expense.
 - Logistics Contact: All transport queries and booking documents must be sent to: admin@perotorey.co.za.
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4. BANK DETAILS:

Payments made to: **De Sa Business Trust t/a Perotorey Kennel**

Bank: First National Bank

Acc: 62854182856

Branch: Preller Square

Branch Code: 230234 (Swift Code: FIRNZAJJ)

5. TERMS AND PAYMENTS

5.1. The Buyer agrees to obtain from the breeder a Staffordshire Bull Terrier puppy.

5.2. Subject of Sale. The Breeder agrees to sell, and the Buyer agrees to purchase, the specific puppy identified by the gender, color, and purchase price specified in the schedule of this Contract.

5.3. Deposit upon Selection. Upon the birth of the litter and the Buyer's selection of their puppy via photograph or video call, the Buyer shall pay either a 75% deposit or the full invoiced amount, as specified by the Breeder. This payment must be received in full within 24 hours of selection to officially secure the puppy. If the payment is not received within this timeframe, the selection will be canceled, and the puppy will be made available to the next buyer on the waiting list.

5.4. Final Balance and KUSA Registration. The remaining balance of the purchase price is due and payable strictly when the puppy reaches six (6) weeks of age. Upon receipt of full payment, the Breeder shall submit the litter registration to the Kennel Union of Southern

Africa (KUSA). Once KUSA issues the registration certificate to the Breeder, the Breeder will submit the transfer of ownership details to KUSA. Upon receipt of the official KUSA Pedigree Certificate, the Breeder will provide a digital copy to the Buyer via email or WhatsApp. All costs associated with the courier, postage, or physical delivery of the original hardcopy registration documentation shall be borne solely by the Buyer.

5.5. Microchipping and Registration. The Breeder shall ensure the puppy is microchipped and registered with GetMeKnown (www.getmeknown.co.za), or an equivalent recognized microchip database, when the puppy reaches six (6) weeks of age. The Breeder will upload the Buyer's information to the registry database to facilitate the transfer of ownership details upon the puppy's release.

5.6. Deposit, Reservation and Refund Policy.

- Refund Policy. The Buyer agrees that all payments and deposits are non-refundable, except in the sole event that another buyer assumes the commitment to purchase the same puppy. If the puppy is subsequently sold to another buyer for a lower price (e.g., due to the puppy's increased age), the original Buyer shall be liable for the price difference. Any costs arising from a cancellation, regardless of the reason, shall be borne solely by the Buyer.
- Transfer of Ownership and Final Payment. Ownership rights shall transfer to the Buyer only upon payment in full. Final payment must be received no later than one week prior to the puppy reaching eight (8) weeks of age (the expected release date), unless alternative written arrangements are executed with the Breeder. If the Buyer fails to make full payment by this deadline, the Breeder reserves the right to terminate this Agreement and sell the puppy to another buyer.
- Reservation Fee. The Buyer shall pay a non-refundable Reservation Fee of R1,500.00 as evidence of their unconditional commitment to a future litter. This fee is an independent administrative charge and shall not be deducted from the final purchase price of the puppy.

5.7. Communication Policy and Timeline: The Breeder communicates on a strict schedule to ensure the well-being of the litters.

- Pre-Birth Queries: Prior to whelping, the Breeder will not initiate contact. However, Buyers are welcome to check in via WhatsApp or email regarding the status of upcoming matings and pregnancy confirmations, which will also be updated regularly on the website should any matings timelines change.
- Initial Breeder Contact: The Breeder will officially initiate contact with pre-booked Buyers only after the puppies are born and the Buyer's turn on the waiting list is reached. At this stage, the Buyer will be invited to view and approve their selected puppy via a WhatsApp video call.
- Post-Birth Updates: Following this initial selection call, the Breeder will provide regular, ongoing updates regarding the puppy's growth and progress as the breeder feels fit to do until the release date.

5.8. Proxy and Third-Party Breeder Agreements. In the event that the puppy is sourced from a third-party breeder, the Breeder acts as an authorized proxy and agent on behalf of said third-party breeder. The Buyer acknowledges and agrees that this Contract constitutes a legally binding agreement directly between the Buyer and the third-party breeder, subject to all terms and conditions herein.

6. About Blue Staffordshires.

6.1. Quality Standards: Please note that Blue Staffordshires are identical in health, temperament, and conformation to Black, Red, Brindle, or White Staffordshires. The blue coat variation does not imply superior quality or value over standard breed colours.

6.2. Pricing Structure: The premium pricing for our Blue puppies reflects the significant capital investment required to import premium international bloodlines. This importation was necessary to establish our exclusive, high-quality local breeding program.

7. Health Guarantee and Veterinary Examination.

7.1. Breeder Certification: The Breeder certifies that, upon delivery, the puppy is in good health and has been microchipped, immunised, and dewormed in accordance with the accompanying official veterinary health record.

7.2. Mandatory Veterinary Examination: The Buyer agrees to have the puppy examined by a qualified veterinarian at the Buyer's sole expense within forty-eight (48) hours from the date of taking possession. If the veterinarian does not issue a clean bill of health, the Buyer must notify the Breeder immediately in writing. The Breeder reserves the right to have the puppy re-examined by a veterinarian of the Breeder's choice at the Breeder's expense.

7.3. Excluded Conditions: This guarantee explicitly excludes minor, correctable, or breed-specific conditions. Any health issues that are temporary, self-limiting, or which a puppy is reasonably expected to outgrow, are not covered under this agreement.

7.4. Remedy and Disease Limitation: If the puppy is verified by both parties' veterinarians to have a serious health condition, the Breeder will reclaim possession of the puppy and provide a remedy as agreed upon in writing by both parties. The Breeder accepts no liability or responsibility for contagious or infectious diseases diagnosed more than forty-eight (48) hours after the Buyer takes possession.

8. Breeding Restrictions and Co-Breeding Agreements.

8.1. Limited Registration: All Blue, Black, and Black Brindle puppies are sold strictly as companion pets and are subject to a Limited KUSA Registration. Breeding is strictly

prohibited unless an explicit, separate co-breeding agreement is executed in writing between the Breeder and the Buyer. No offspring from this dog may be registered with KUSA.

8.2. Sterilisation Policy: The purpose of the limited registration is to protect the Perotorey Kennels bloodlines from irresponsible breeding and to promote animal welfare. To support the long-term joint and bone health of the dog, the Breeder grants permission for sterilisation only after the female (Dam) completes her first heat cycle, or after the male (Dog) reaches twelve (12) months of age.

8.3. Approved Co-Breeding Compensation: If the Breeder explicitly approves a specific, planned mating utilizing the Buyer's dog to temporarily lift restrictions for that litter only, compensation shall be structured as follows:

- Buyer's Sire (Male): Perotorey Kennels shall pay the Buyer R1,000.00 per healthy puppy born and subsequently sold from that litter.
 - Buyer's Dam (Female): The Buyer shall receive 50% of the net sale proceeds for all puppies sold by Perotorey Kennels from that litter. This excludes the Sire fee of R1,000.00 per puppy. This 50% payout to the BUYER excludes and will be calculated after deducting the Sire fee of R1,000.00 per puppy.
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9. Transport and Delivery of the Puppy/Puppies.

9.1. Buyer Responsibility: The Buyer shall be solely responsible for all transportation, shipping, and delivery arrangements and costs if they are unable to collect the puppy directly from the Breeder's premises.

9.2. Advance Payment: If the Breeder agrees to facilitate or coordinate any transport arrangements on behalf of the Buyer, all associated costs (including flight tickets, carrier boxes, and handling fees) must be paid in full into the Breeder's nominated bank account before the puppy is booked or transported.

9.3. Transfer of Risk and Liability: While the Breeder will exercise all reasonable care when preparing the puppy for transit, the Buyer explicitly agrees that all risk of loss, injury, illness, or death transfers entirely to the Buyer the moment the puppy leaves the Breeder's custody (e.g., upon handover to a courier, airline, or third-party transporter). The Breeder shall not be held liable for any accidents or incidents occurring during transit.

10. The Buyer's Responsibility and Standard of Care.

10.1. General Welfare and Maintenance: The Buyer agrees to maintain a high standard of care for the dog. This includes providing high-quality nutrition, proper shelter, up-to-date

veterinary vaccinations, and ensuring the dog is securely controlled on a harness or leash at all times when in public or outside its designated enclosure.

10.2. Enclosure and Security: The Buyer warrants that the dog's outdoor environment is securely fenced and structurally sound, or that equivalent, acceptable provisions are in place to guarantee the dog's safety whenever it is outdoors.

10.3. Environmental Safety Hazards: To mitigate known risks of accidental injury or death, the Buyer explicitly agrees to:

- Remove all collars when multiple dogs are left unattended to prevent strangulation.
- Remove all blankets from the dog's unattended enclosure to prevent entanglement and suffocation.
- Supervise the puppy around swimming pools and secure the pool area when unattended. The Buyer assumes full responsibility for training the puppy to safely exit a pool immediately upon its arrival at its new home.

10.4. Exclusion of Breeder Liability: The death, injury, illness, or loss of the dog due to theft, carelessness, negligence, abuse, environmental exposure (such as heat stroke), or any accident shall not entitle the Buyer to any compensation, refund, or replacement from the Breeder.

10.5. Purpose of Animal: The dog is sold strictly as a companion animal. The Breeder provides no warranties, express or implied, regarding the dog's suitability for any specific purpose, function, show standard, or performance capability.

10.6. Legal Enforcement and Care Instructions: This Contract is a legally binding agreement. In the event of a breach, the Breeder reserves the right to enforce this agreement by legal means, with all associated legal fees and costs borne solely by the Buyer. Standard dietary and vaccination records will be provided upon delivery, and additional resources remain accessible via www.perotorey.co.za.

11. Special Breeding Rules & Puppy Protection.

11.1. Temporary Breeding Approvals: Every puppy starts with strict breeding restrictions. If we formally agree in writing to a specific, planned litter using your dog, these rules apply:

- Using Your Male (Sire): Perotorey Kennels will pay you R1,000.00 for each healthy puppy born and collected by its new owner. Puppies that die before they are fetched by buyers do not count toward this fee.
- Using Your Female (Dam): You will receive 50% of the profit from the puppy sales. Please note that you must pay for all vet bills, vaccinations, and KUSA litter

registration fees yourself—these costs are not split or deducted from the Breeder's share.

- Breeder's Choice: The Breeder will choose the mating match and handle all sales. The Breeder also gets first pick of the litter. If the Breeder keeps a puppy, you will be paid 50% of that puppy's value.
- Paperwork & Handover: You are responsible for handling the KUSA paperwork, paying for postage, and organizing puppy collection days.
- Future Puppies: All puppies born from this litter will also have strict breeding restrictions, unless the Breeder keeps a puppy for Perotorey Kennels.

11.2. Keeping the Dog Safe (Right to Reclaim & Shelter Rules):

- Taking the Dog Back: If the Breeder discovers the dog is neglected, abused, or used as a guard/security dog instead of a family pet, we have the right to take the dog back immediately. You will be responsible for any costs involved in finding them a new home.
 - No Private Reselling: You may not sell or give this dog away to anyone else. If you can no longer care for the dog, you must return it to us so we can find them a loving home.
 - Shelter Fines: Our dogs must never end up in an animal shelter. If you abandon or drop this dog off at a rescue shelter, you will be legally required to pay a fine of R2,000.00 directly to that shelter to help care for their rescue animals.
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12. Entire Agreement and Jurisdiction.

12.1. Integration: This Contract constitutes the entire agreement between the parties regarding the subject matter hereof, and supersedes all prior discussions, negotiations, promises, or verbal representations. No amendment, variation, or consensual cancellation of this Contract shall be valid unless reduced to writing and signed by both the Buyer and the Breeder.

12.2. Severability: If any provision of this Contract is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.

12.3. Execution and Counterparts: This Agreement is executed and deemed fully effective upon signature by the Buyer in Bloemfontein and subsequent formal counter-signature and acceptance by the Breeder. Both parties shall retain a fully executed digital or physical copy of this Agreement.

Buyer's Signature: _____ Date: _____

Breeder's Signature: _____ Date: _____