

# Dansk Kennel Klub

# PURCHASE COMMITMENT

Parkvej 1 · DK-2680 Solrød Strand · Tel. +45 5618 8155  
Member of the FCI · Giro No. 100-1787 · Fax +45 5618 8191  
www.dansk-kennel-klub.dk

DKK registration No.:

Identification No.:

<b>Seller:</b>	<b>Purchaser:</b>
Name:	Name:
Affix:	
Address:	Address:
Postcode:      Town:	Postcode:      Town:
Tel.:	Tel.:
E-mail address:	E-mail address:
<b>has today entered into the agreement mentioned below regarding purchase of dog/puppy:</b>	
Name of the dog:	Date of birth:
Breed:	Sex: Male <input type="checkbox"/> Female <input type="checkbox"/>
Identification of the dog other than DKK registration No. / Identification No.:	
<b>on the following conditions:</b>	
The purchase price has been agreed to DKK:	which will be paid by the following mode of payment:
Potential deposit of DKK:	has been paid on
The dog has been purchased as: <input type="checkbox"/> Family dog <input type="checkbox"/> Breeding dog <input type="checkbox"/> Working dog <input type="checkbox"/> Show dog	
The handing over will take place on      at the following address:	
<b>The pedigree certificate must follow the dog and transfer of ownership must be made by the seller.</b>	
The seller declares that to his/her knowledge the dog is in good health. Health certificate is enclosed: <input type="checkbox"/> yes <input type="checkbox"/> no	
The purchaser has been informed about the following faults/defects about the dog:	
With his/her signature, the purchaser accepts the above faults/defects and that these faults/defects cannot be invoked at a later time.	
Has there been give a price reduction for these faults/defects? <input type="checkbox"/> yes <input type="checkbox"/> no      Price reduction DKK:	
Has the purchaser received guidance about feeding and care/tending of the dog? <input type="checkbox"/> yes <input type="checkbox"/> no	
<b>The seller and the purchaser declare themselves familiar with the overleaf instructions to the purchase commitment.</b>	
Disputes can be decided by the complaints commission of the Dansk Kennel Klub, the Consumer Complaints Board or by Danish court of justice (of the seller's jurisdiction).	
The complaints commission of the Dansk Kennel Klub decides only on disputes regarding dogs registered in the Dansk Kennel Klub stud book.	
<b>Special agreements:</b>	
Show obligation for purchaser: <input type="checkbox"/> yes <input type="checkbox"/> no	To which extend:
Pre-emption for the seller, if the dog is resold: <input type="checkbox"/> yes <input type="checkbox"/> no	Agreed repurchase price, if the pre-emption is used: DKK:
Has a right for the purchaser to annul the contract been agreed? <input type="checkbox"/> yes <input type="checkbox"/> no	
Conditions for the potential right to annul the contract:	
Other agreements:	
_____ on _____	_____ on _____
_____ Seller	_____ Purchaser

## **INSTRUCTIONS FOR THE PURCHASE COMMITMENT**

Generally, breeding of dogs is considered a commercial activity according to the Danish Sale of Goods Act. This means that the overleaf agreement falls under the Danish Sale of Goods Act's special regulations regarding consumer purchases. The Danish Sale of Goods Act for consumer purchases cannot be deviated to the detriment of the purchaser.

### **According to the Danish Sale of Goods Act there is a defect**

- if the dog does not correspond to the designation under which it has been sold, or if the seller has given incorrect or misleading information, unless this information cannot be regarded to have had influence on the purchaser's assessment of the dog,
- if the seller has given incorrect or misleading information in advertisements or in other pieces of information intended to reach the knowledge of the public or the purchaser,
- if the seller has neglected to give the purchaser information which has been significant for the purchaser's assessment of the dog and which was known or should be known to the seller,
- if the dog is moreover of another or of a poorer condition or usability than it should be according to the agreement and the existing circumstances.

Conditions laid down in the agreement stating that the purchaser cannot invoke defects in the dog and other ordinary reservations such as that the dog has been sold as it is and is found, cannot be maintained towards the purchaser.

The decision whether the dog is defective is made on the basis of its condition at the time of the transfer of risk. If the dog was defective at that time, the seller is responsible, even if the defect does not show until later.

Defects that show before 6 months after the delivery are presumed present at the time of the transfer of risk, unless this presumption is incompatible with the nature of the sales object or the defect, or if the defect is due to the fact that the purchaser did not fulfil his/her obligations according to the purchase commitment.

The purchaser cannot invoke a defect, which was known or should be known to the purchaser at the time when the agreement was entered, unless there are grounds for it in the agreement or the seller has acted in defiance of general honesty.

If the purchaser wishes to invoke a defect, the purchaser must inform the seller within reasonable time after the discovery of the defect. Otherwise the purchaser forfeits his/her right to invoke the defect. Information given before 2 months after the purchaser discovered the defect is always in due time.

The absolute claims deadline, i.e. the deadline for complaints about defects about the dog, is 2 years.

### **About notification of defects**

The purchaser's notification of defects should state the nature of the defect and whether proportional reduction in the purchase price, relief of the defect or cancellation of the purchase is demanded.

The notification of defects should be made in writing and preferably by registered letter. The claims deadline must be observed.

### **About the agreement**

A verbal agreement is as just as binding as a written agreement, but out of consideration for the question of evidence it is recommended that all agreements be entered in writing.

### **About the right to annul the contract**

General right to annul the contract does not exist in Denmark. Therefore, it must appear from the contact, if an agreement about right to annul the contract has been made.

### **Other information about defects**

The breeder is liable for defects of hereditary nature, congenital or conditioned by circumstances at the breeder's. The seller cannot be held responsible for defects caused by the purchaser's own conditions, including neglect, insufficient or wrong care, cf. also a potential user instruction delivered by the seller.