

AMERICAN BULLY PUPPY PURCHASE AND SALE AGREEMENT

In Espartinas, Seville, on this ____ day of _____, 20____

PARTIES:

OF THE FIRST PART, as THE PROVIDER:

- **Business Name:** Bullrock Kennels (Sevilla Falcons SL)
- **Legal Form:** Limited Liability Company (Sociedad Limitada)
- **Tax Identification Number (NIF):** ESB90217530
- **Registered Office:** Roalcao 8, 41807, Espartinas, Seville, SPAIN
- **Represented by:** Mr. Marco Antonio Castilho Caetano, in his capacity as Sole Administrator.
- **Zoological Nucleus / Canine Breeding Center Number:** B90217530.

AND OF THE SECOND PART, as THE BUYER:

- **Full Name:** _____
- **ID/Passport:** _____
- **Address:** _____
- **Legal Capacity:** The Buyer declares to be of legal age (18 years or older) and to have full legal capacity to enter into this Agreement.

WHEREAS:

I. That THE PROVIDER is a professional breeder of American Bully dogs, duly registered and licensed for the breeding and sale of animals, complying with current legislation in Spain, including Law 7/2023, of March 28, on the Protection of Animal Rights and Welfare, and the applicable regional regulations in Andalusia (Law 11/2003, of November 24, on Animal Protection).

II. That THE BUYER is interested in acquiring an American Bully puppy with ABKC pedigree for pet, breeding, or show purposes, and has been duly informed by THE PROVIDER regarding the characteristics, care, needs, and responsibilities associated with owning an animal of this breed.

III. That both parties recognize and accept the application of Royal Legislative Decree 1/2007, which approves the revised text of the General Law for the Defense of Consumers and Users (LGDCU), and Law 7/2023, of March 28, on the Protection of Animal Rights and Welfare, as well as the regional regulations of Andalusia, Law 11/2003, of

November 24, on Animal Protection.

IV. That, by virtue of the above, both parties, in their own name and right, and mutually recognizing the necessary legal capacity to bind themselves, freely and voluntarily,

AGREE:

To formalize this American Bully puppy purchase and sale agreement, subject to the following:

CLAUSES

FIRST - OBJECT OF THE CONTRACT: DESCRIPTION OF THE PUPPY

The object of this contract is the purchase and sale of an American Bully puppy, hereinafter **THE PUPPY**, whose characteristics are described below:

- **Breed:** American Bully
- **Sex:** _____
- **Color:** _____
- **Date of Birth:** _____
- **Name:** Bullrock _____
- **Sire:** _____
- **Dam:** _____
- **Photograph of the Puppy:** A recent photograph of the puppy subject to this sale is attached to this contract as Annex I.
- **Purpose of the Sale:** This puppy is sold for the purpose of pet, breeding, or show.

SECOND - PRICE, PAYMENT METHOD, AND DELIVERY

1. **Total Price:** The total sale price is stipulated at _____ € (_____ EUROS), taxes not included, plus the consideration in kind indicated below and described in the THIRD clause.
2. **Monetary Payment:** The payment of the _____ € shall be made as follows: _____ € at the time of reservation and the remaining total upon collection of THE PUPPY.
3. **Delivery of the puppy:** The puppy will be delivered to THE BUYER after having settled the monetary payment amounts.
4. **Payment Method:** Payments will be made by bank transfer to the account:
 - **Beneficiary:** Sevilla Falcons Sociedad Limitada
 - **IBAN:** BE85 9051 7103 0306

THIRD - OBLIGATIONS OF THE PROVIDER (SELLER)

THE PROVIDER commits to:

1. **Delivery of the Puppy:** Deliver the puppy described in the First Clause in apparent good health at the time of delivery, with the corresponding vaccinations and microchip, once the total price payment has been received.
2. **Health Guarantees:**
 - **Viral Guarantee:** THE PROVIDER guarantees the health of the puppy against common viral diseases (such as Distemper, Parvovirus, and Hepatitis) for a period of 8 (EIGHT) calendar days from the date of delivery of the puppy. To make this guarantee effective, THE BUYER must immediately notify THE PROVIDER of any symptoms or diagnosis of viral disease and present a written veterinary diagnosis certifying that the disease was acquired at THE PROVIDER's facilities. This guarantee does not cover diseases related to parasites, hypoglycemia, or any other non-viral condition, nor treatments without prior approval from THE PROVIDER. It is recalled that this commercial guarantee is complementary and in no way limits the unwaivable consumer rights derived from the LGDCU, which establishes the seller's liability for lack of conformity for two years from delivery and a presumption of origin in the first six months for any lack of conformity.
 - **Genetic and Congenital Guarantee:** THE PROVIDER guarantees the health of the puppy against serious genetic diseases or congenital malformations that significantly affect the animal's quality of life and that are detected before the puppy reaches one and a half years of age. To make this guarantee effective, THE BUYER must present a written diagnosis from a qualified veterinarian, and THE PROVIDER may request a second veterinary opinion. This guarantee excludes non-genetic conditions.
 - **Options in case of lack of conformity (LGDCU):** In case of lack of conformity of the puppy with what is stipulated in this contract, and in compliance with the LGDCU, THE BUYER shall have the right to the replacement of the puppy, a reduction in price, or the termination of the contract. THE PROVIDER commits to offering these options, respecting the legal hierarchical order. It is stated that any clause stating that "money will not be returned under any circumstances" is null and void, as the LGDCU grants the consumer the right to a price reduction or contract termination (which implies a refund) if repair or replacement is not possible or is disproportionate.

3. **Pre-contractual Information and Advertising:** THE PROVIDER guarantees that all information provided to THE BUYER pre-contractually, whether verbal, written, or through advertising, is truthful and conforms to the real characteristics and conditions of the puppy. The content of public statements made by THE PROVIDER is enforceable by THE BUYER, even if not expressly stated in this contract.
4. Facilitate the official documentation and perform the necessary procedures for the definitive registration of THE PUPPY in the American Bully Kennel Club (ABKC) in the name of THE BUYER, once the total liquidation of the price has occurred under the terms defined in the Second Clause.

FOURTH - OBLIGATIONS OF THE BUYER

THE BUYER commits to:

1. **Monetary Price Payment:** Make the monetary payments within the terms and in the manner established in the Second Clause of this contract.
2. **Microchip Identification and Registration:** Once the puppy is received, THE BUYER commits to registering the ownership of the microchip in their name in the corresponding Registry in their area of residence.
3. **Care and Welfare of the Puppy:** THE BUYER commits to providing the puppy with adequate food, necessary veterinary assistance (including annual check-ups), and keeping the vaccination and deworming schedule up to date. THE BUYER commits to ensuring the physical and emotional welfare of the puppy. Failure to comply with these obligations by THE BUYER could affect the validity of the health guarantees offered by THE PROVIDER if it is demonstrated that the health problems derive from such non-compliance.

FIFTH - DISPUTE RESOLUTION AND JURISDICTION

1. **Amicable Resolution:** The parties commit to attempting to resolve any dispute or disagreement that may arise in relation to the interpretation or execution of this contract in an amicable and good faith manner.
2. **Applicable Jurisdiction:** For any controversy that cannot be resolved amicably, the parties, expressly waiving any other jurisdiction that might correspond to them, submit to the jurisdiction and competence of the Courts of Seville, Spain.

SIXTH - APPLICABLE LAW

This contract is governed by current Spanish legislation, in particular by the Civil Code, Royal Legislative Decree 1/2007, of November 16, approving the revised text of the General Law for the Defense of Consumers and Users and other complementary laws, Law 7/2023, of March 28, on the Protection of Animal Rights and Welfare, and the applicable regional regulations in Andalusia.

And in proof of agreement, the parties sign this contract in duplicate, at the place and date indicated in the heading.

THE PROVIDER (SELLER) Bullrock Kennels (Sevilla Falcons SL)

Signature: Mr. Marco Antonio Castilho Caetano Sole Administrator

THE BUYER Signature: _____

ANNEX

Photograph of Bullrock _____