

KCattery Purchase Contract

Terms & Conditions / Privacy Policy / Return Policy / on the website
www.KCattery.com

Buyer Acknowledgement

The Buyer agrees to provide a safe and suitable home for the Kitten and understands that all sales are final, kittens are sold as-is, and there are no returns. Buyer acknowledges that purchasing a kitten is a responsibility that entails maintaining the health of the Kitten, providing proper Veterinary care, and vet bills are the Buyer's responsibility as a pet owner.

Primary Warranty of Health

Kittens are in good health at the time of sale as far as can be determined by the Seller / Veterinarian. The Buyer agrees to have the Kitten examined by a licensed Veterinarian for a general exam and fecal exam within 24 hours of receiving the Kitten, excluding weekends and holidays.

Buyer is responsible for all Veterinary fees once the Kitten has left Seller possession. Kittens have been dewormed before leaving Sellers possession. All necessary dewormings have been given to the Kitten, and the Seller / Veterinarian has detected no symptoms or signs of parasites.

If the Kitten is found to have a parasite, the Buyer understands that parasites are common in kittens. Parasites are relatively inexpensive to treat, and simple oral deworming treatments are usually once a day for 3 to 7 days. It is estimated that roughly 80% of all kittens get giardia or coccidia. This can be contracted anywhere in the environment.

After the Kitten has left the possession of the Seller, Seller cannot be held accountable for any bacterial or viral infectious diseases, parasites, fungus, or future diagnosis of FeLV/FIV due to the fact that these can be contracted anywhere in the environment after leaving KCattery and are not a result of genetics or breeding.

The Kitten should not contact any other pets or animals before being Vet checked within the 24 hours or refund voids. Please do not vaccinate for FIP feline infectious peritonitis or FIV feline immunodeficiency virus aka "feline AIDS" If you decide to vaccinate for FIV, keep in mind that your cat will test 'positive' for FIV since the test cannot tell the difference between a positive cat and a vaccinated cat! All health will be void if the Kitten is vaccinated for FIV or FIP! Your Kitten is up to date with vaccines, and therefore, you should not over-vaccinate your new Kitten.

Research suggests that over 90% of all cats are carriers of the herpes virus. This virus is airborne, can live on surfaces and is generally thought by veterinarians to cause the vast majority of cat and kitten common colds. This is very similar to human adults that have shingles expressions of chickenpox as evidence of chickenpox exposure.

Suppose upon examination the Veterinarian diagnoses the Kitten to be medically deficient with an untreatable or life-threatening congenital defect. In that case, the Buyer must notify the Seller immediately by phone, email, text along with a written letter and a scheduled phone consult from the diagnosing Veterinarian.

The Seller has the right to obtain a second opinion. The Kitten must be returned to the Seller within two days of the Veterinarian diagnosis that the Kitten has an untreatable or life-threatening congenital defect or the the Buyer loses the right to return the Kitten.

The Buyer has the choice to return the Kitten. The Seller will replace the Kitten with one of equal value if available. The Seller will refund the purchase price, excluding any veterinary costs related to the certification of the Veterinarian diagnosis.

The Kitten may not be returned due to an untreatable or life-threatening defect after 48 hours from receiving the Kitten has lapsed. No exceptions!

Please get in touch with us immediately if you feel something is wrong with your Kitten. All vet/emergency bills are the responsibility of the Buyer. We may be able to provide you with solutions that can save you significantly in vet bills! Early detection is critical in avoiding worse situations. We strongly discourage revenue-driven corporations such as Banfield, VCA and other emergency vet hospitals.

Secondary Warranty of Health

If the Kitten should die within one year of age as a result of a congenital defect including HCM, said Kitten would be replaced if an appropriate complete necropsy is performed with a licensed veterinarian explaining the cause of death was from a congenital defect accompanied with at least two pictures of the deceased Kitten, death certificate along with vet records must be provided to Seller directly from the licensed Veterinarian at Buyers expense.

The Seller must receive this within seven days of the Kitten's original death.

Once this is done, the Seller will replace a kitten of comparable quality and value when one is available and can take up to 12 months to replace the provided Seller. No monetary refunds will be given, No exceptions. Suppose the Buyer denies a replacement kitten within 30 days of the replacement kitten offering. In that case, the Seller will be under no further obligation, and the Buyer releases the Seller from any other claims.

Deposit and Pickup Terms

All deposits and money paid towards the sale of a Kitten are nonrefundable.

If the Buyer decides under any circumstance they no longer want to purchase the said Kitten or do not pick up the Kitten within the date scheduled, the deposit and money paid towards the sale of the Kitten will not be refunded.

No exceptions! Kitten will then be available to other Buyers. Only in the unforeseen event that a kitten may die before leaving the Seller's possession will the deposit or any money paid towards the Kitten be refunded to the Buyer.

Balance due plus any other cost must be paid by the Buyer. If shipping is required, the balance and shipping cost must be paid in full and received one week before shipping.

Pickup Terms

If you pick up your Kitten in person (local pick up), your remaining balance is due in CASH ONLY. Any other form of payment will not be accepted! No checks of any kind. Pickup arrangements must be made or agreed upon when the Kitten is at least 8 weeks of age or otherwise stated by us.

You are given a pickup date, time frame or day for your Kitten. If the Buyer fails to pick up the Kitten on the scheduled date, the Seller will charge a \$20 per day maintenance fee from the Buyer. Pick-up will need to be rescheduled within two weeks before the Kitten sale becomes void to the Buyer.

The Buyer will not receive any compensation or refund. If the Seller changes the pickup date due to kitten growth, health etc., the maintenance fee does not apply only in this circumstance.

Should the Buyer be unable or unwilling under any circumstances to keep the Kitten, the Seller shall have the first right of refusal to the Kitten free of charge. This notification obligation and first right of refusal remain in effect the entire life of the Kitten. The Seller will not ask why you can no longer provide care for the Kitten if you do not disclose the information. If the Buyer has to return the Kitten for any reason, it will be on a surrender basis with no refund or credit.

If Seller's reputation, community standing, integrity or good name is damaged, negatively affected by any miscommunication, argument, intentionally or otherwise, shared and or posted on any social media, person to person, website or complaint board. The Seller has the right to disclose all information and prosecute to the fullest extent of slander/libel laws. A facsimile signature shall be enforceable as an original if the original contract is lost, destroyed or otherwise unavailable.

RETURN POLICY

According to the Terms & Conditions contract, you can return the Kitten only if a licensed veterinarian diagnoses an untreatable or life-threatening congenital defect within 48 hours from receiving the Kitten.

Allergy to the cat is not a cause for return.

- If a kitten stops using a litter box, it is not a cause for return. (But you can ask us for advice that may help.)

For more information, please check our Terms & Conditions.

Agreement to mandatory Individual Arbitration

Please read this carefully as it affects your rights. Instead of suing in court, Buyer and Seller agree that any dispute, controversy or claim arising out of or relating to this Agreement shall be resolved by final and binding arbitration on an individual basis. There is no judge or jury in arbitration, and court review of an arbitration award is limited. Purchaser agrees that, by entering into this Agreement, Buyer and Seller are each waiving the right to a trial by jury and the right to participate in any class or representative action.

The Buyer and Seller further agree as follows:

The agreement to arbitrate is intended to be broadly interpreted and includes, but is not limited to:

1. disputes and claims arising out of or relating to any aspect of the relationship between Buyer and Seller, where based on breach of contract, breach of any guarantees or warranties, tort, statute, fraud, misrepresentation or any other legal theory;
2. claims that arose before this Agreement or any prior agreement (including, but not limited to claims relating to advertising);
3. claims that may arise after the termination of Purchaser's relationship with Seller; and
4. Claims that are currently the subject of purported class action litigation in which Buyer is not a member of a certified class.

Buyer and Seller hereby agree that the applies to any arbitration and governs all questions of whether a Dispute is subject to arbitration.

- This Agreement DOES NOT allow class arbitrations even if the procedures or rules of the individual basis. Further, and unless Buyer and Seller agree otherwise in writing, the arbitrator may not consolidate more than one particular party's claims with any other party's claims and may not otherwise preside over any form of a representative or collective proceeding.
- Buyer and Seller each are responsible for their respective costs relating to counsel, experts, and witnesses.
- This arbitration agreement does not preclude the Buyer or the Seller from bringing issues to the attention of local agencies. Such agencies can, if the law allows, seek relief on a party's behalf. In addition, and notwithstanding the other provisions of this arbitration agreement, either party may bring an individual action in small claims court.
- If the Buyer or Seller fails to comply with this arbitration provision, said the breaching party should be liable for the costs and attorneys' fees incurred by the other party in enforcing compliance with the arbitration agreement.
- Unless the arbitrator rules otherwise, all claims or counter-claims shall be resolved by submitting documents only / desk arbitration. Any party, however, may ask for a hearing. The

arbitrator also may decide that a face-to-face hearing is necessary. Any hearing, however that is not held by telephone shall take place.

- **Choice of Law:** The Agreement, and any claim, controversy or dispute arising under or related to the Agreement, the relationship of the parties, and the interpretation and enforcement of the rights and duties of the parties, shall be governed by and construed under the laws of the Ontario, without giving effect to its conflict of law provisions that would cause the application of the laws of any other jurisdiction.

- **Severability:** If any provision or provisions of this Agreement is held to be illegal, invalid or unenforceable under applicable law by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall continue in full force and effect and shall not in any way be affected or impaired thereby

- **Acceptance of Terms:** Use of this website and information distributed in conjunction with this website is offered to you on your acceptance of these Terms of Use, our Privacy Policy and other notices posted on this website.

Your use of this website or any content presented in any areas of the website indicates your acknowledgment and agreement to these Terms of Use, our Privacy Policy and other notices posted on this website.

If you disagree to be bound by and comply with all of the preceding, you may not access or use our kitten information, services, or website.

- The deposit that is paid to reserve the Kitten is nonrefundable for any reason. It will be returned if the Kitten has medical problems that don't fit the purchase.

- **Entire Agreement:** This Agreement represents the entire Agreement between the parties, and no other terms or conditions shall apply to this sale.

Online terms

By agreeing to these Terms of Service, you represent that you are at least the age of maturity in your province of residence or that you are the age of maturity in your state or province of residence, and you have given us your consent to allow any of your minor dependents to use this site. You may not use our products for any illegal or unauthorized purpose, nor may you, in the use of the Service, violate any laws in your jurisdiction (including but not limited to copyright laws).

You must not transmit any worms or viruses or any code of a destructive nature.

A breach or violation of any of the Terms will result in an immediate termination of your Services.

General Conditions

We reserve the right to refuse service to anyone for any reason at any time. You understand that your content (not including credit card information) may be transferred unencrypted and involve (a) transmissions over various networks and (b) changes to conform and adapt to the technical requirements of connecting networks or devices.

You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the Service is provided, without express wrote permission us. The headings used in this Agreement are included for convenience only and will not limit or otherwise affect these Terms.

ACCURACY, COMPLETENESS AND TIMELINESS OF INFORMATION

We are not responsible if information made available on this site is not accurate, complete or current. The material on this site is provided for general information only. It should not be relied upon or used as the sole basis for making decisions without consulting primary, more accurate, more complete or more timely sources of information. Any reliance on the material on this site is at your own risk.

This site may contain certain historical information. Historical information, necessarily, is not current and is provided for your reference only. We reserve the right to modify the contents of this site at any time, but we have no obligation to update any information on our site. You agree that it is your responsibility to monitor changes to our site.

MODIFICATIONS TO THE SERVICE AND PRICES

Prices for our Kittens / Cats /products are subject to change without notice. We reserve the right to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or any third party for any modification, price change, suspension or discontinuance of the Service.

Products or Services

(if applicable)We have made every effort to display as accurately as possible the colours and images of our Kittens / Cats /products that appear on your monitor. We cannot guarantee that your computer monitor's display of any colour will be accurate.

We reserve the right but are not obligated to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis. We reserve the right to limit the quantities of any products or services that we offer.

All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

We do not warrant that the quality of any products, services, information, or other material purchased or obtained by you will meet your expectations or that any errors in the Service will be corrected.

ACCURACY OF BILLING AND ACCOUNT INFORMATION

We reserve the right to refuse any order you place with us. We may limit or cancel quantities purchased per person, per household or order at our sole discretion. These restrictions may include orders placed by or under the same customer account and orders that use the same billing and shipping address. If we change or cancel an order, we may attempt to notify you by contacting the email and billing address/phone number provided when the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to provide current, complete and accurate purchase and account information for all purchases made at our business. You agree to promptly update your account and other information, including your email address, so that we can complete your transactions and contact you as needed.

For more detail, please review our Returns Policy.

User comments, feedback and other submissions

If at our request, you send certain specific submissions (for example, contest entries) or without a recommendation from us, you send creative ideas, suggestions, proposals, plans, or other materials, whether online, by email, by postal mail, or otherwise (collectively, 'comments'), you agree that we may, at any time, without restriction, edit, copy, publish, distribute, translate and otherwise use in any medium any comments that you forward to us.

We are and shall be under no obligation (1) to maintain any comments in confidence; (2) to pay compensation for any comments; or (3) to respond to any comments.

We may, but have no obligation to, monitor, edit or remove content that we determine in our sole discretion are unlawful, offensive, threatening, libellous, defamatory, pornographic, obscene or otherwise objectionable or violates any party's intellectual property or these Terms of Service.

You agree that your comments will not violate any right of any third party, including copyright, trademark, privacy, personality or another personal or proprietary right. You further agree that your comments will not contain libellous or otherwise unlawful, abusive or obscene material or contain any computer virus or other malware that could in any way affect the operation of the Service or any related website. You may not use a false email address, pretend to be someone other than yourself, or otherwise mislead third-parties as to the origin of any comments or us.

You are solely responsible for any comments you make and their accuracy. We take no responsibility and assume no liability for any comments posted by you or any third party.

Personal Information

Our Privacy Policy governs your submission of personal information through the business.

Errors, Inaccuracies and Omissions

Occasionally, there may be information on our site or in the Service that contains typographical errors, inaccuracies, or omissions related to product descriptions, pricing, promotions, offers, product shipping charges, transit times, and availability.

We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

We undertake no obligation to update, amend or clarify information in the Service or on any related website, including, without limitation, pricing information, except as required by law. No specified update or refresh date applied in the Service or on any related website should be taken to indicate that all information in the Service or on any related website has been modified or updated.

Prohibited Uses

In addition to other prohibitions as set forth in terms of Service, you are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

Disclaimer of warranties, limitation of liability

We do not guarantee, represent or warrant that your use of our Service will be uninterrupted, timely, secure or error-free. We do not warrant that the results that may be obtained from the use of the Service will be accurate or reliable.

You agree that from time to time, we may remove the Service for indefinite periods or cancel the Service at any time, without notice to you.

You expressly agree that your use of the Service is at your sole risk. The Service and all products and services delivered to you through the Service are (except as expressly stated by us) provided 'as is' and 'as available for your use, without any representation, warranties or conditions of any kind, express or implied, including all implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title, and non-infringement.

In no case shall KCattery, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including negligence), strict liability or otherwise, arising from your use of any of the Service or any products procured using the Service, or for any other claim related in any way to your use of the Service or any product, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Service or any content (or product) posted, transmitted, or otherwise made available via the Service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

Indemnification

You agree to indemnify, defend and hold harmless KCattery and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of your breach of these Terms of Service or the documents they incorporate by reference or your violation of any law or the rights of a third party.

Severability

In the event that any provision of these Terms of Service is determined to be unlawful, void or unenforceable, such provision shall nonetheless be enforceable to the fullest extent permitted by applicable law and the unenforceable portion shall be deemed to be severed from these Terms of Service, such determination shall not affect the validity and enforceability of any other remaining provisions.

Termination

The obligations and liabilities of the parties incurred prior to the termination date shall survive the termination of this Agreement for all purposes.

These Terms of Service are practical unless and until terminated by either you or us. You may terminate these Terms of Service at any time by notifying us that you no longer wish to use our Services or when you cease using our site.

If in our sole judgment you fail, or we suspect that you have been unable, to comply with any term or provision of these Terms of Service, we also may terminate this Agreement at any time without notice and you will remain liable for all amounts due up to and including the date of termination; and accordingly may deny you access to our Services (or any part thereof).

Entire Agreement

The failure of us to exercise or enforce any right or provision of these Terms of Service shall not constitute a waiver of such right or provision.

These Terms of Service and any policies or operating rules posted by us on this site or in respect to The Service constitutes the entire Agreement and understanding between you and us and govern your use of the Service, superseding any prior or contemporaneous agreements, communications and proposals, whether oral or written, between you and us (including, but not limited to, any prior versions of the Terms of Service).

Any ambiguities in the interpretation of these Terms of Service shall not be construed against the drafting party.

Governing Law

These Terms of Service and any separate agreements whereby we provide you Services shall be governed by and construed following the laws of Ontario, Canada.

Changes to terms of Service

You can review the most current version of the Terms of Service at any time on this page. At our sole discretion, we reserve the right to update, change, or replace any part of these Terms of Service by posting updates and changes to our website. It is your responsibility to check our website

periodically for changes. Your continued use of or access to our website or the Service following the posting of any changes to these Terms of Service constitutes acceptance of those changes.