CRAFFENHEIM ROTTWEILERS

Comprehensive Puppy Purchase, Health and Welfare Contract

(Governed by South African Law, the Consumer Protection Act No. 68 of 2008 & the Electronic Communications and Transactions Act No. 25 of 2002)

Parties to the Agreement

1. THE BREEDER / SELLER

Registered Kennel: Craffenheim Rottweilers (represented by Retha Crafford)
Postal Address: P.O. Box 8586, Newcastle, 2940, KwaZulu-Natal, South Africa
KUSA Registered Breeder Number: 159886 (Accredited Breeder Scheme)
ADRK (Germany) Membership Number: 2003014
Contact Numbers: Cell: 082 782 7280 / Satellite Phone: 087 232 6878
Email: retha@craffenheimrottweilers.co.za
Website: www.craffenheimrottweilers.co.za

(Hereinafter referred to as the **"Seller"**)

2. THE PURCHASER / BUYER

Full Name & Surname: _____
Identity Number / Passport: _____
Physical Residential Address: _____
Postal Address: _____
Cell Number: _____ **Landline:** _____
Email Address: _____

(Hereinafter referred to as the **"Buyer"**)

Particulars of the Canine

The Buyer agrees to purchase and the Seller agrees to sell the specific purebred Rottweiler puppy described below:

Registered Pedigree Name / Kennel Name: _____
Sex: Male / Female
Microchip Number: _____
Date of Birth: _____
Sire (Father): _____
KUSA Reg. No.: _____ · Microchip No.: _____
Dam (Mother): _____
KUSA Reg. No.: _____ · Microchip No.: _____

Description & Markings: Black and Tan – breed-typical markings with tail intact (undocked).

Purchase Price: R _____

Section 1: Breeding Ethics, KUSA & ADRK Accreditation

1.1. Pedigree Lineage & Registration:

- The Seller certifies that the puppy has been bred strictly from lineage and pedigrees registered with the Kennel Union of Southern Africa (KUSA) and conforms to the official KUSA Rottweiler breed standard.
- Official KUSA registration certificates will be furnished to the Buyer once processed and issued by KUSA.
- Copies of pedigree certificates and registrations for both Sire and Dam will be provided upon collection/delivery or via email.

1.2. Mandatory Health Clearances of Sire and Dam:

The Seller confirms that all mandatory ADRK and KUSA health and ethical breeding restrictions have been strictly observed:

- Both Sire and Dam were microchipped prior to radiographic evaluation.
- Official hip and elbow dysplasia screenings were conducted at or after eighteen (18) months of age.
- The Sire was at least eighteen (18) months of age at mating; the Dam was at least twenty-two (22) months of age at whelping.
- Radiographic hip scores comply with KUSA requirements (mating only A1, A2, B1, and B2 to C1 or C2, or to A/B grades).
- Elbow X-ray scores have been formally submitted to KUSA for record purposes.
- **Carrier × Clear policy:** for DNA-tested hereditary conditions (such as JLPP), a parent may be a carrier only if it is mated to a DNA-clear partner. A carrier dog is healthy and is not affected by the condition. Puppies from a Carrier × Clear pairing cannot be affected; each puppy is individually DNA-tested and its result is supplied to the Buyer.

1.3. Pet-Quality Family Companion:

- The puppy is sold as a pet-quality family companion. The Seller gives no guarantee that the puppy will reach show, working, sport or title standard.
- The Seller provides sound, health-tested genetics and the best possible start in life, but breeding is not an exact science. A dog that does not reach show or working standard is not defective, and this is not a defect under the warranty in Section 3.

1.4. Breeding Restriction:

- Every Craffenheim puppy is registered with KUSA with a breeding restriction.
- From eighteen (18) months of age, once the dog's official hip and elbow results are available, the Buyer may contact Retha Crafford with those results. The Seller may, at her discretion, lift the restriction for a suitable dog of good quality that meets KUSA and ADRK breeding requirements.
- A dog that is a DNA carrier of a hereditary condition may only ever be bred to a DNA-clear partner.

Section 2: Physical Handover & 48-Hour Veterinary Window

2.1. Handover at Nine (9) Weeks:

- Handover shall take place when the puppy is **nine (9) weeks of age**.
- The Seller warrants that the puppy is handed over in sound health, having received Nobivac Puppy DP Plus at four (4) weeks and Nobivac DHPPi at six (6) and nine (9) weeks, regular deworming including at nine (9) weeks, and a pre-delivery clinical examination by a registered veterinarian at nine (9) weeks.
- The Buyer undertakes to continue the puppy's vaccinations with their own veterinarian until at least sixteen (16) weeks of age; a further booster at eighteen to twenty (18–20) weeks is recommended.
- The Buyer confirms having examined the puppy at handover (or, if the puppy is flown or sent by pet courier, on arrival) and noted no visible signs of injury, lameness, illness, or distress.

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2.2. 48-Hour Independent Veterinary Examination:

- The Buyer has the right and obligation to present the puppy to an independent registered veterinarian of their choice, at their own expense, within **forty-eight (48) hours** of physical possession.
- The Buyer undertakes to observe the strict veterinary biosecurity protocols detailed in Section 4.3 when attending this examination.
- If the veterinarian diagnoses a life-threatening, acute pre-existing infectious disease or critical congenital defect (excluding transient travel stress, benign low-grade innocent heart murmurs, or viral exposure resulting from a breach of transit biosecurity), the Buyer must notify the Seller immediately in writing with a comprehensive veterinary report.
- Upon independent veterinary verification:
  - The Buyer may elect to receive a replacement puppy of equal value from the next available litter; or
  - Receive a refund of the purchase price upon return of the puppy in terms of Section 56 of the CPA.

Section 3: 24-Month Congenital & Inherited Defect Warranty

3.1. Warranty Scope & Duration:

- The Seller provides a health warranty covering severe, debilitating congenital or hereditary defects (specifically severe, crippling hip/elbow dysplasia or hereditary organ failure) up to the age of **twenty-four (24) months**.

3.2. Educational Guidance Materials & Buyer Compliance:

- The Buyer acknowledges receipt of comprehensive guidance materials provided by Craffenheim Rottweilers, comprising **twenty-one (21) educational booklets and one (1) master manual, *Raising your Craffenheim Rottweiler***, each downloaded and acknowledged individually in the Client Zone, in addition to access to **continuous, 24/7 advisory support directly from Retha Crafford**.
- **Feeding:** The Buyer agrees to feed the puppy a good-quality large-breed puppy food with a correct calcium-to-phosphorus ratio, such as the Royal Canin Maxi Starter Mother & Babydog food the puppy is weaned onto at Craffenheim. Raw food may be added as a supplement, but must not replace the large-breed puppy food during the growth phase. Over-feeding, excess calcium or calcium supplements, and sudden changes of diet void the hip and elbow warranty.
- This warranty is strictly conditional upon the Buyer adhering to reasonable management, dietary, exercise, and healthcare directives set out in these manuals. Any claim under this warranty is void if the condition is caused or exacerbated by Buyer negligence, including but not limited to:
  - Failure to feed a large-breed puppy food as set out above;
  - Permitting the puppy to become overweight or obese during skeletal development;
  - Subjecting the puppy to forced running, endurance roadwork, or repetitive high-impact exercise before growth plates close;
  - Permitting jumping on/off elevated furniture, vehicles, or navigating steep stairs unsupervised;
  - Traumatic physical injury, impact trauma, or neglected clinical symptoms.

3.3. Breeder's Right of Independent Specialist Evaluation:

- In the event of an alleged congenital, hereditary, or developmental defect, the Seller may appoint one or more veterinary specialists of her choice (such as a registered veterinary orthopaedic surgeon, radiologist, or geneticist) to:
  1. Review all medical records, clinical notes, treatment plans, original digital (DICOM) radiograph files, and the findings of the Buyer's veterinarian; and/or
  2. Perform an independent clinical examination and evaluation of the dog.
- The Buyer agrees to supply these records and to make the dog reasonably available for examination. The Seller will assess the claim on the strength of the specialists' findings as to whether the condition is genuinely congenital/inherited or environmental/traumatic in origin.
- Should a severe congenital defect be confirmed without contributory negligence by the Buyer, the Seller will replace the canine with a puppy of equal value from the next available litter or provide an equitable remedy agreed upon by both parties.

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- Nothing in this clause limits the Buyer's rights under the Consumer Protection Act.

Section 4: Buyer's Duty of Care, Environmental Safeguards & Critical Biosecurity

4.1. Informed Genetic Disclosure (Section 55(6) of the CPA):

- In terms of Section 55(6) of the CPA, the Buyer acknowledges that the Rottweiler is a rapid-growth working breed with known biological predispositions across global bloodlines (including dysplasia, cruciate rupture, OCD, panosteitis, allergies, and osteosarcoma).
- While the Seller adheres to strict ADRK/KUSA health testing, polygenic and environmental conditions cannot be prevented with absolute certainty.

4.2. Environmental Protocols:

- **Nutrition:** Feed a good-quality large-breed puppy food as set out in clause 3.2; keep the puppy lean throughout growth.
- **Exercise & Neck Care:** Prohibit forced roadwork, bike running, and aggressive jerk-leash training.

4.3. Canine Parvovirus (CPV) Transit, Travel & Environmental Biosecurity:

The Buyer acknowledges that Rottweilers possess an acute biological susceptibility to Canine Parvovirus, a resilient pathogen capable of surviving on environmental surfaces for years. Because maternal antibodies wane between six (6) and twelve (12) weeks of age, the puppy is **NOT fully immunised until fourteen (14) days after completion of its final puppy booster vaccination**. The Buyer expressly undertakes to enforce the following mandatory biosecurity rules:

- **Collection & Road Transit Protocol:**
  - When collecting the puppy from the kennel and travelling long distances by vehicle, the Buyer **MUST NEVER** allow the puppy to touch the ground or grass at public transit areas, including petrol stations, highway rest stops, convenience stores, restaurants, truck stops, or road verges. These public rest areas are major reservoirs of Parvovirus shed by passing unvaccinated dogs.
  - The puppy must be held securely in arms at all times whenever taken outside the vehicle.
  - For toilet breaks during transit, the puppy must relieve itself solely on sanitary training pads laid inside the vehicle or inside an enclosed travel crate.
- **Direct Transit to a Sanitised Home Safety Zone:**
  - Upon collection, the Buyer must transport the puppy directly to the Buyer's primary residence. The puppy must not be taken to visit friends, relatives, third-party homes, pet stores, or recreational areas.
  - The Buyer's home must be pre-sanitised as a "safety zone" using a veterinary-grade, Parvovirus-effective disinfectant (such as F10 SC Veterinary Disinfectant diluted at the virucidal ratio).
- **Veterinary Clinic Precautions:**
  - When taking the puppy to a veterinary clinic for the 48-hour examination or subsequent booster vaccinations, the Buyer must telephone the clinic prior to arrival to verify whether any suspected Parvovirus or infectious viral cases are on the premises.
  - The puppy must never be placed on the clinic floor, waiting room seating, or public grass patches outside the practice. The Buyer must keep the puppy in an enclosed carrier or request that the veterinarian conduct examinations and administer vaccinations directly in the vehicle or safely held by the owner off the ground.
- **Household Biosecurity & Fomite Control (F10 Protocols):**
  - The Buyer acknowledges that Parvovirus is easily carried home on human footwear, car tyres, shopping bags, keys, clothing, and pet food sacks following visits to public places, pet supply shops, or veterinary facilities.
  - Until the complete juvenile vaccination series is completed and certified, the Buyer agrees to maintain strict biosecurity: spray shoes, car tyres, incoming bags, keys, and animal feed sacks with F10 disinfectant; disinfect outdoor entry points and doormats; and mop floors regularly with F10 disinfectant solution.
- **Breach of Biosecurity:**

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- Any failure to follow these transit and environmental biosecurity safeguards that results in post-collection Parvovirus infection shall be deemed Buyer negligence, relieving the Seller of replacement liability for post-handover viral contraction.

Section 5: Welfare, Sterilisation Discretion & Medical Care

5.1. Neutering / Spaying Recommendation & Owner Discretion:

- Craffenheim Rottweilers **strongly recommends against** neutering or spaying the canine prior to reaching skeletal, hormonal, and physical maturity at **twenty (20) months of age**, citing veterinary medical research indicating increased risks of orthopaedic disorders (such as cruciate tears and hip dysplasia) associated with early paediatric gonadectomy in large working breeds.
- The Seller explicitly clarifies that while this delayed protocol is heavily recommended for the dog's long-term health, **it is not legally enforceable, and the Buyer is fully entitled to use their own personal and veterinary discretion** regarding the timing of sterilisation.
- The Buyer acknowledges that electing early gonadectomy prior to twenty (20) months of age may adversely affect bone elongation, physeal plate closure, and joint stability. Consequently, any subsequent joint, ligament, or developmental skeletal disorders shall not qualify as actionable hereditary defects under the 24-Month Warranty (Section 3), **unless conclusive and overwhelming clinical evidence from independent, certified veterinary specialist surgeons** confirms that the condition is unequivocally congenital or hereditary in origin and in no way attributable to or exacerbated by premature desexing. In such an event, the Buyer may only be entitled to recourse once the Seller has had the opportunity to review the matter with the reports of her own appointed veterinary specialist surgeons, in accordance with the evaluation procedure set out in Section 3.3.

5.2. Lifelong Medical Care & Insurance:

- The Buyer agrees to provide prompt veterinary care at all times. Immediate veterinary diagnosis is non-negotiable whenever lameness, injury, or illness occurs.
- Comprehensive veterinary medical insurance (e.g., Oneplan, Rogz, Medipets, Petsure) is strongly recommended by the Seller.

5.3. Prohibition of Tail Docking:

- In terms of the Animal Protection Act No. 71 of 1962 and KUSA/ADRK standards, tail docking is prohibited. The puppy's tail must remain natural and undocked.

Section 6: Ethics, Training, First Right of Refusal & Export

6.1. Living Conditions & Socialisation:

- The dog shall reside as an integrated family member with access to the home, and will never be tied up or confined permanently in an exterior run or yard 24/7.
- Socialisation and formal training are compulsory, commencing at home and continuing with formal classes from six (6) months of age.

6.2. Right of First Refusal:

- If the Buyer is ever unable to keep, house, or care for the dog at any stage of its life, the Buyer must immediately notify Craffenheim Rottweilers.
- The Seller retains the unconditional **Right of First Refusal** to take back the dog or manage its rehoming. The dog may not be sold to a third party, given away, or surrendered to an animal shelter without prior written consent from the Seller.

6.3. Agency & Export Controls:

- The Buyer confirms they are purchasing the dog directly for themselves and not acting as an agent or broker for a third party.

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- The dog may not be exported outside South Africa without prior written consent from the Seller, which consent will not be unreasonably withheld in the event of a genuine family relocation.

6.4. Transport & Logistics:

- All costs relating to crates, transport, airfare, or pet courier delivery are for the sole account of the Buyer.

Section 7: Dispute Resolution & Jurisdiction

7.1. Amicable & Friendly Resolution Policy:

- Craffenheim Rottweilers prides itself on transparency, ethics, and a lifelong commitment to its dogs and owners. It is a fundamental condition of this Agreement that both parties undertake to first resolve any misunderstanding, grievance, health question, or dispute through informal, fair, and friendly consultation directly with Retha Crafford.
- Both parties agree to communicate respectfully, act in good faith, and place the canine's physical health and welfare at the forefront of any resolution.

7.2. Formal Legal Recourse & Consent to Jurisdiction:

Should an amicable resolution not be reached through direct engagement, and should either party insist on pursuing formal legal proceedings, the parties agree that:

1. **Small Claims Court:** If the disputed claim, debt, or relief sought falls within the statutory monetary threshold of the Small Claims Court Act No. 61 of 1984, the matter shall be instituted in the Small Claims Court having territorial jurisdiction over the Seller's registered location (Newcastle, KwaZulu-Natal).
2. **Magistrate's Court Jurisdiction:** In terms of Section 45 of the Magistrates' Courts Act No. 32 of 1944 (as amended), the Buyer and Seller hereby consent to the jurisdiction of the Magistrate's Court having territorial jurisdiction over the Seller, in respect of any proceedings arising out of this Agreement, notwithstanding that the amount of the claim may exceed the standard ordinary jurisdiction of such court.
3. **Discretionary High Court Reservation:** Nothing in this clause shall restrict either party from seeking urgent interdictory relief in a High Court having competent jurisdiction should the urgent welfare, protection, or custody of the canine be at imminent risk.

Section 8: Statutory Compliance, POPIA, Repossession & Legal Costs

8.1. POPIA Compliance & Consent to Data Processing (Act No. 4 of 2013):

- Craffenheim Rottweilers is fully compliant with the Protection of Personal Information Act No. 4 of 2013 (POPIA). The Seller's formal POPIA and Privacy Policy PDF documents are available for download directly from the official website (www.craffenheimrottweilers.co.za).
- The Buyer hereby provides voluntary, explicit, and informed consent to Craffenheim Rottweilers to collect, process, store, and transmit their personal information solely for purposes directly connected with this transaction, including KUSA registration, official microchip database registration, veterinary specialist reviews, pet transport/courier services, and statutory legal record-keeping.

8.2. Honest Reviews & Public Communication:

- The Buyer is free to share honest opinions and reviews of their experience with Craffenheim Rottweilers.
- The Buyer agrees not to publish false statements of fact or defamatory allegations about Craffenheim Rottweilers, its breeding programme, its dogs, or Retha Crafford.
- Both parties are encouraged to raise any concern first through the friendly resolution procedure set out in Section 7.

8.3. Transfer of Risk vs. Passing of Ownership:

- Legal ownership (title) of the canine passes to the Buyer only upon full payment of the total purchase price and physical delivery/handover, subject to the Seller's lifelong Right of First Refusal (clause 6.2) and the breeding restriction (clause 1.4).

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- Risk of loss, illness, injury, or mortality passes to the Buyer upon physical handover at the kennel premises, or upon safe handover of the canine into the care and custody of an accredited third-party pet transport or airline courier company engaged for delivery.

8.4. Repossession in Event of Gross Neglect, Abuse, or Cruelty:

- Should the Buyer commit a material breach of the animal welfare directives set out in this Agreement (including tail docking, continuous yard isolation/chaining, abandonment, or unapproved transfer to a third party), the Seller reserves the right to cancel this Agreement forthwith and demand the immediate surrender and repossession of the canine, with the assistance of animal welfare authorities or a court of competent jurisdiction. All reasonable kennelling, veterinary, and legal expenses incurred by the Seller in such an event shall be recoverable from the Buyer.

8.5. Microchip Maintenance & Contact Details:

- The canine's microchip shall remain registered with Craffenheim Rottweilers listed as the primary breeder / secondary emergency contact for the life of the dog. The Buyer agrees to keep their personal details updated with the relevant microchip database registry and to notify Craffenheim Rottweilers in writing of any change of physical residential address within fourteen (14) calendar days.

8.6. Domicilium Citandi et Executandi & Legal Costs:

- The parties elect their physical and email addresses recorded under "Parties to the Agreement" at the start of this Agreement as their chosen *domicilium citandi et executandi* for all purposes arising out of or in connection with this Agreement, including the service of notices and legal processes.
- Should either party be compelled to instruct attorneys to enforce any provision of this Agreement or defend proceedings instituted against them, the defaulting or unsuccessful party shall be liable for all legal costs incurred by the other party on an attorney-and-own-client scale.

Section 9: Online Submission & Legal Validity (ECTA Compliance)

9.1. In accordance with Sections 13 and 22 of the **Electronic Communications and Transactions Act No. 25 of 2002 (ECTA)**, the parties acknowledge and agree that this Agreement may be concluded electronically.

9.2. By checking the confirmation boxes below and clicking the **"Submit"** button within the Craffenheim Rottweilers Client Zone, the Buyer:

- Intends to enter into a legally binding contract and affixes their electronic signature thereto;
- Warrants that they have read, understood, and agreed to all environmental, dietary, and biosecurity protocols (including Parvovirus travel rules and F10 sanitisation);
- Acknowledges that clicking "Submit" carries the same legal weight, effect, and consequences as executing a physical handwritten contract; and
- Confirms that they will immediately be provided with a system-generated downloadable PDF copy containing this contract and their submission timestamp.

Digital Acknowledgement & Execution (Client Zone)

☐ **I confirm that I have inspected the puppy (or received certified photos/video/handover records) and accept the puppy in good health.**

☐ **I have read and agree to comply strictly with the Section 4 Parvovirus Transit, Travel, and F10 Biosecurity Rules.**

☐ **I confirm that I have downloaded and read the 21 Craffenheim booklets and the master manual, and that I have access to Retha Crafford's 24/7 advisory support.**

☐ **I accept all provisions regarding the 24-month congenital warranty, feeding, specialist evaluations, the breeding restriction, delayed sterilisation discretion, and dispute resolution.**

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☐ **I provide consent under POPIA for data processing as outlined in Section 8.1.**

FOR THE SELLER

Retha Crafford, for Craffenheim Rottweilers

Signed by the Seller before the Buyer receives their private Client Zone link

THE BUYER

Signed electronically by the Buyer in their private Client Zone

SAMPLE for information only. Buyers sign their own copy online in their private Craffenheim Client Zone.

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