

5 YEAR GUARANTEE

- POMSKIES.COM shall hereinafter be referred to as the "Seller". The original purchasing party, and solely the original purchasing party, shall hereinafter be referred to as the "Buyer".
- The Buyer must have the puppy examined by a licensed veterinarian within two (2) days of receipt of the puppy excluding Sunday and holidays. A copy of the examination (medical record) must be sent to the Seller by e-mail within five (5) days of receipt of the puppy. The Buyer shall not vaccinate the puppy within the first ten (10) days upon receipt. Failure to comply will render this guarantee void.
- The Buyer is responsible for the daily health care and maintenance of the pet, including all immunizations and examinations recommended after purchase, as well as providing necessary medication and follow-up treatments from veterinarian visits. The Seller will have properly dewormed the puppy up to the departure date. It is the buyer's responsibility to continue proper deworming after receipt. The Buyer understands that intestinal parasites (including hookworms, roundworms, whipworms, coccidia, and giardia) are considered a normal occurrence and all puppies need regular fecal exams and deworming up to 16 weeks of age or more. In order for the guarantee to remain in effect you must keep receipts and records to verify that you have taken your pet to a duly licensed veterinarian for checkups and all required immunizations.
- In the unlikely event of the death of the puppy within one (1) year from its birth due to genetics, the Seller shall replace the pet with another of equivalent value at no cost to the Buyer within 120 days. All conditions set forth in paragraph 20 shall apply.
- In the event of the death of the puppy, due to genetics, after the first year of birth, the Seller shall issue a credit in the amount of 50% of the original cost towards the purchase of a replacement puppy of equivalent value to the Buyer within the 120 day respective period. The conditions set forth in paragraph 20 shall apply.
- If the Buyer declines the replacement puppy, then the Seller shall be under no further obligation and it will be deemed that the Buyer has released the Seller from any and all further claims.
- In case of severe knee, elbow or hip dysplasia, the radiograph should be permanently identified in the film emulsion with: registered name and/or number, name of the veterinarian or hospital making the film, date of radiograph taken. Furthermore, the radiograph and report must meet OFA's standard submission requirements.
- The value of the puppy for the purpose of this guarantee is solely the original purchase price of the puppy, and does not include shipping costs, health certificate, shipping crate or any additional prices declared by the Buyer.
- This guarantee is non-transferable. In the event this guarantee is exercised, the registration papers must be returned to the Seller.
- All puppies are sold as pets and shall be spayed or neutered when age appropriate by your veterinarian or 1 year from date of birth. Verification of spay/neuter needs to be emailed to Seller within 5 business days of being done. No guarantee is made as to disposition, conformation, size, weight, color, markings or breeding ability of your Pomsy. All puppies come micro chipped. It is the responsibility of the Buyer to register their puppy's chip within 5 business days of taking the puppy

home. Verification of registration need to be emailed to the owner within 5 business of the registration.

- The Seller is solely responsible for supplying the registration papers from the Continental Kennel Club. Registration papers for all registered puppies will be sent by regular mail typically within 2-4 weeks and could take up to 6 months. Any costs to obtain new or renewal registration papers are the sole responsibility of the Buyer. If the papers are lost, the Seller will assist the Buyer in obtaining new papers at the Buyer's expense.
- The Seller makes every effort to provide accurate and up-to-date information on the website regarding the puppies they sell. This information includes, but is not limited to, breed, gender, color, date of birth, weight, parent's weight and registration. The Seller is not responsible for typographical or photo-graphical errors.
- Usually the puppy will ship within 7 to 14 days after full payment has been received, but occasionally a puppy may need additional time with the Seller before shipping. The final determination of the shipping date for the puppy is made by the Seller and the Seller's veterinarian, with the health of the puppy being the overriding factor.
- In the event of any litigation in connection with this contract, both the Seller and the Buyer shall each be responsible for their own attorney's fees and costs. THE PARTIES HEREBY WAIVE TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM BROUGHT BY EITHER PARTY AGAINST THE OTHER ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT. The venue and jurisdiction for litigation arising out of or related to this contract shall lie exclusively in Middlesex County, Virginia. In the event the Buyer prevails in litigation, the total awarded value shall not exceed the value of the original purchase price.
- An administrative fee of \$495.00 shall be retained by the Seller should the Buyer decide to cancel anytime prior to shipping. This fee is to reimburse the Seller for out-of-pocket expenses and overhead costs associated with the transaction.
- Transportation of the puppy is arranged through third-party carriers. Occasionally there may be delays for numerous reasons including, but not limited to, weather, temperature restrictions, logistics, mechanical failure, or other unforeseen events. The Seller shall not be liable directly or indirectly for any delays that may cause the Buyer inconvenience or financial loss, nor shall any delay be a valid cause for cancellation.
- The Seller disclaims any and all implied warranties of merchantability and fitness.
- The Seller will not accept any returns of said puppy for any monetary refund, including but not limited to allergy, Landlord/Tenant, marital, or adjustment problems, etc. If the Buyer must return the puppy for any reason, it will be on a surrender basis only with no refund or store credit, and the Buyer will be responsible for all shipping costs.
- Seller will not accept any returns other than pursuant to the Guarantee. All verification paperwork needs to be emailed to Seller at pomskies.com@aol.com. We will not accept any paperwork via text, instant messaging on any social media site, or otherwise. Only through the email listed.

Limitations of the 5 year Guarantee:

- The Seller defines “5 year” referred herein as a period of five (5) years from the puppy’s date of birth. The dog must be in good physical condition. In the unlikely event said puppy is found to have a congenital or genetic defect that is life-threatening, a statement from 2 different licensed DVM’s (Doctor of Veterinary Medicine) of Buyer’s choosing confirming such an event and cause is required before any action will be taken by the Seller. Seller reserves the right to a third opinion of Seller’s choosing to determine the Congenital defect. If this guarantee is exercised and a replacement puppy is given then the original puppy must be returned to the Seller. All shipping costs are paid by the Buyer. No replacement will be given if the female has been bred. All laboratory verification must be done by a licensed, DVM, Doctor of Veterinarian Medicine. No replacement will be given if breeds that are known to be prone to hip dysplasia are over weight or over exercised. No replacement will be given if the registration application form has expired. Failure of the Buyer to provide puppy with timely inoculations or regular veterinary care will void this guarantee. This guarantee does not cover any Veterinarian costs. The Buyer is aware that owning a puppy means frequent visits to a Licensed Veterinarian and understands that he/she will be responsible for all payments. This guarantee does not cover any of the following conditions: intestinal parasites (Coccidiosis, Giardia, Tapeworms, Hookworms, or Roundworms), Ringworm, Kennel Cough, Pneumonia, Ear Mites, Skin Mites, Mange (Sarcoptic, Demodectic or Cheyletiella), Cherry Eye, Allergies, Herniations (Umbilical, Inguinal, Perineal, or Diaphragmatic), deciduous teeth removal, dew claws, Intervertebral Disc Disease (IVDD), Heart Murmur grades I, II or III, Patella Luxation grades I, II or III. This guarantee does not cover any Veterinarian costs associated with spaying or neutering, including undescended testes. You must follow POMSKIES.COM recommended nutritional program, including feeding only premium dog foods and vitamin supplement listed in the paperwork that we give you at the time of purchase. You must retain all receipts for food and vitamins to show you are abiding by this guarantee. All dogs must not be over exercised during their growth period. Over exercising is as follows: running with the dog or jumping the dog. All the above mentioned conditions must be met or all guarantees above mentioned will be void. Temperament issues are not covered under this guarantee as they can be caused by a lack of training, discipline or proper dog socialization. The owner is responsible for all transportation costs to and from the Seller. If within one (1) year from the date of purchase from Seller, a dog is found and certified by two (2) duly licensed Veterinarian doctors to have congenital or hereditary disorders which adversely affect the health of the animal, and if Seller is notified within two (2) business days of the veterinarian’s determination, the Seller will provide a replacement puppy of equivalent value. The seller is not responsible for any veterinarian fees, shipping costs or any other associated costs. Seller sells pets for companion purposes only. Seller does not guarantee against low -blood sugar (Hypoglycemia), or any other non-life threatening illnesses common to puppies. This contract is not valid outside the United States and Canada.

LOST OR STOLEN

- In the event that the pet is lost or stolen, within the first 5 years of life, Seller will issue a credit in the amount of 50% of the original price towards the purchase price of a replacement pet of equal or greater value. Such credit must be used within 90 days of the pet’s disappearance or if no puppy of the same breed & sex is available, time is extended until a puppy becomes available.

- In the event that the pet is lost or stolen, the Buyer must advertise the lost pet in a major local newspaper for a period of one week starting twenty four (24) hours after the loss. In addition, the Buyer must notify the police, Humane Society and Animal Control of the loss.
- The Buyer must present the Seller with copies of the police report, the advertisement and paid advertisement bill in order to exercise this Guarantee. **APPLIED CONDITIONS: PLEASE READ CAREFULLY. FAILURE TO EXECUTE THE FOLLOWING WILL VOID YOUR 5 YEAR GUARANTEE.** The only exclusion is for the death of the pet due to negligence. 20c. In the event of the death of the pet due to accident, within the first 5 years of life, Seller will issue a credit in the amount of 40% of the original price for the first 3 years & 20% for years 4 & 5 toward the purchase price of a replacement pet of equal or greater value. Credit must be used within 90 days of the pet's death or if no puppy of the same breed & sex is available, time is extended until a puppy becomes available. This does NOT include accident due to negligence of any kind. For example: letting your pet outside, unleashed, without a fence, and it runs in the road & gets hit by a car...this is negligence.
- In the event of the death of the pet due to accident, a death certificate from a licensed veterinarian must be presented to Seller within five days of the accident, showing cause and circumstance of death. The Guarantees herein are non-transferable Replacement pets have NO Guarantee; Seller cannot & does not replace replacement pets The Buyer agrees that a refund will not be given by PomsKies.com due to any airline/airport delays or cancellations of the puppy's flight, which includes both national or international travel. The Buyer is solely responsible for any required documentation, health reports, or vaccinations that may be necessary to transport the puppy into another country.
- The Seller reserves the right to offer third party services and products to you as the Buyer based on the preferences that you the Buyer identify in your registration and at any time thereafter; such offers may be made by the Seller or by third parties. Federal law gives you the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share and protect your personal information. Some of the personal information we collect and share depends on the product or service you have with us. This shared information can include: your name, address, phone number and email address. We may share your personal information with third parties for our everyday business purposes, for our marketing purposes.
- This agreement represents the total agreement between the Seller and the Buyer and no other terms or conditions shall be valid to this sale.

REFUND/RETURN POLICY

- No refunds under any circumstances. Any funds paid as a deposit, partial payments, or full payments made to PomsKies.com, before or after delivery of animal are non-refundable. Purchaser agrees not to initiate a charge back on funds paid with a credit or bank card for any reason. This includes payments made for you by other parties. Funds not used on chosen animal for any reason will be placed as an in-house credit under the name of the purchaser to be used by said at a future date on a puppy of their choosing. Some transactions will incur expenses to the Seller that will be deducted from the credit to the purchaser, including but not limited to advertising to resell and care for puppy held for purchaser.

I have read and understand the Important Information for New Puppy Parents *

DEPOSIT POLICY

- We require a \$500.00 Deposit to secure any puppy. Deposits are NOT refundable. If you change your mind, decide that you do not want the puppy, or find out that you cannot have a puppy, you will forfeit your deposit. By placing a deposit, you agree and understand these terms. By placing a deposit on any puppy, you are making a legal agreement to purchase that puppy. (Deposits not used are issued as credit if needed for unusual circumstances)

I have read and understand the Deposit Policy *

VIRGINIA PET LEMON LAW ...only applies to Virginia Residents

- Buyer acknowledges receipt of Virginia Statute 828.29 known as The Virginia Pet Lemon Law, from the seller (printed below) and buyer agrees to waive all rights under such law. Buyer acknowledges receipt of a written health and replacement guarantee from seller in place of the Lemon Law, which protects him in connection with the purchase of this puppy, as so disclosed in the guarantee. 3.2-6514. Consumer remedies for receipt of diseased animal upon certification by veterinarian If, at any time within 10 days following receipt of an animal described as being registered or capable of being registered with any animal pedigree organization and subject to this chapter, a licensed veterinarian certifies such animal to be unfit for purchase due to illness, a congenital defect deleterious to the health of the animal, or the presence of symptoms of a contagious or infectious disease, the pet dealer shall afford the consumer the right to choose one of the following options:
- The right to return the animal and receive a refund of the purchase price including sales tax; or
- The right to return the animal and to receive an exchange animal of equivalent value from the dealer, subject to the choice of the consumer. The refund or reimbursement required by this section shall be made by the pet dealer not later than 10 business days following receipt of a signed veterinary certification as provided in 3.2-6515. Acts 2008, c. 860, eff. Oct. 1, 2008.

HISTORICAL AND STATUTORY NOTES

Derivation:

- Acts 1984, c. 492, 29-213.50; Acts 1987, c. 488; 3.1- 796.80. I have read and understand the virginia pet lemmon law * Puppy Transportation
- Information Puppy flights are scheduled by POMSKIES.COM. Every effort will be made to accommodate your preferences regarding days and times of flights.
- Your puppy will be flown to the nearest international airport or the international airport of your choosing. Please provide us with, and be prepared to travel to, an alternate airport if necessary.
- Please allow approximately 7 to 14 days from receipt of your paperwork and full payment for your puppy to arrive.

- We will make every attempt to deliver your new puppy as quickly as possible, but events beyond our control (such as those described below) may delay your puppy's arrival. Your puppy's flight information will be emailed, typically 24 to 48 hours prior to the flight, to the email address provided at the time of purchase.
- We will also call you to verbally review the pick-up process. All scheduled flights are tentative as the airlines occasionally implement heat or cold embargoes due to weather extremes. Embargoes at any airport along the flight route including the origin, destination, and any connections may delay the flight. Temperature embargoes were created for the health and safety of every pet and are beyond our control. If a prolonged embargo affects the delivery of your new puppy, we will make alternate delivery arrangements. Additional fees may apply for alternate delivery options.
- We strongly recommend that you call the airline before picking up your puppy to confirm that the flight is on schedule. Please understand that our first priority will always be the health and well-being of your puppy.
- We will not ship a puppy against the recommendations of the airline, the Seller, or the veterinarian of record.

Important Information for New Puppy Parents

- **Vaccinations and Vet Visits** Your puppy comes to you up to date on all vaccinations. No vaccinations should be given within the first 2 weeks of the puppy's arrival at your home. The initial visit is for a Wellness Exam only and any vaccinations administered at that time will void your 5 Year Guarantee. Our veterinarians highly recommend that puppies relocated from the Seller's home and transported to a new environment should be given at least 2 weeks to acclimate to their new environment before they are given any additional vaccinations. Your puppy will be seen by a licensed veterinarian 24 to 48 hours before traveling to you. Prior to transporting your puppy, we will be provided with an extensive examination report from the veterinarian indicating your puppy is healthy and able to travel. At the time of your wellness exam, if your veterinarian has any concerns or differences in exam results from the Seller's veterinarian, he/she should call our Customer Care department at **757-810-3461** for further assistance. If a vaccination sheet did not accompany your puppy, please call or email Customer Care at **757-810-3461** or **pomskies.com@aol.com** for a copy. Please note that we do not cover veterinarian bills. Any treatments, vaccinations, x-rays, or testing performed by your veterinarian will not be covered. Please note that if your puppy was ever vaccinated with Bordetella, he/she should not be re-vaccinated with it until his/her annual visit. This is because Bordetella is a live virus, and re-vaccinating can cause pneumonia, kennel cough, or even death.

Guidelines for New Puppy Parents

- There are several issues that may occur with your new puppy due to the change in environment and climate. You do not need to panic; just follow these instructions. If you still feel your puppy may have a more serious problem, please call your veterinarian. **Colds** On a rare occasion, your puppy may exhibit a slight cough after travel. The majority of our veterinarians have found that administering Clavamox will usually clear up this problem within the first week. **Not Eating** If your puppy is being finicky about eating, try adding a bit of water to his/her food. Please remember not to give your puppy milk or any table scraps, as they could be dangerous. Food Pomskies.com recommends feeding your puppy premium dog foods such as Merrick, Taste Of The Wild, Orijen, Victor, or other high quality grain free

foods. We do not recommend that you feed your puppy any brands such as Purina or other lower quality food brands. You will receive a small bag of food with your puppy, if you choose to feed your puppy a different brand than what we have been feeding him/her, you will need to change it over slowly by gradually mixing in the new food. NutriCal or other high calorie puppy pastes are recommended for very small puppies to help prevent hypoglycemia.

- **Points to Remember** Schedule an appointment with your veterinarian for your puppy to be checked within the first 48 hours of your puppy's arrival. Until a puppy receives all of their vaccinations (at approximately 16 weeks of age), their immune system is not capable of fighting off all diseases, therefore, it is important that you do not socialize your puppy with any outside animals. Places that should be avoided include dog parks, pet stores, and pet supply stores. This does not mean that you should not take your puppy to the veterinarian's office, as routine checkups are important. Puppies should sleep approximately 18 hours a day, so do not be surprised if your puppy is not awake and playing all of the time. Be sure to purchase several size-appropriate toys for your puppy to chew on, we highly recommend Kong toys. Avoid rawhide's as these can cause choking and are hazardous to puppies, plus they do not digest well. Remember, the more safe toys you provide for your puppy to chew on, the less likely he/she will chew on other things like shoes, furniture, and electrical cords.