NKK PUPPY/DOG CONTRACT: GUIDANCE NOTES

The parties' obligations
If the dog/litter is registered in advance, the dog's registration number can be included in the contract. It is therefore important to ask the Seller if the dog/litter is registered. If the puppy/dog does not have a registration number, it is important to ask the Seller why it does not, and to contact the NKK if necessary.

Entering into a contract – general points
A basic principle of Norwegian law is that there is freedom of contract, which means that everyone is free to enter into an agreement with whoever they want. Agreements must also be kept. This means that the parties to the agreement have an obligation to execute the contract in accordance with its terms. The contract should also be consulted if a conflict arises regarding the dog.

When the parties to an agreement enter into a contract for the sale and purchase of a puppy/dog, it is of utmost importance that both parties agree to the terms of the agreement. It is therefore important that they read the contract before signing it. It is recommended that the Buyer be given the opportunity to read through the contract in advance in order to be able to comment on the proposed agreement.

In the legal sense of the term, a living animal is considered a "thing" when it is purchased. With regard to the law on the sale of goods, dog breeding is essentially regarded as a business activity. If the Seller is an active breeder, has their own kennel name and markets their activity externally, the Seller will be considered to be running a business. The activity does not need to be registered in the Register of Business Enterprises. The crucial point is whether this breeding activity is of a prolonged nature and of such volume that it would be natural to describe it as a business activity. This also applies in cases where breeding is regarded as a hobby according to tax rules. In all other circumstances, the law on the sale of goods will apply.

The application of the Consumer Purchases Act is absolute. This means that it is not possible to enter into an agreement that puts the Buyer in a weaker position than the law allows.

Thus the general rule is that it is the agreement between the parties which regulates the relationship between them under the law of contract, and which shall resolve any disputes that arise. If the agreement does not regulate the relationship, it will be necessary to consult the provisions in the law on the sale of goods.

The NKK recommends that a puppy/dog should not be sold "as is" since this somewhat restricts the Buyer's ability to make a complaint. By agreeing to such a clause, the Buyer limits their right to make a complaint over concealed faults and defects. When entering into such an agreement, the Buyer is encouraged to conduct an especially thorough examination of the dog. For the clause to be protected under the law of contract, the Seller must have acted in good faith and provided correct information about the dog.

Legal ownership is regulated as the basis of the contract. The NKK therefore recommends that the registered owner in NKK's systems and the Buyer should be one and the same person. If there are several owners (co-owners), the legal relationship between these owners should appear in a separate agreement. The NKK only recognises one owner as the authorised signatory.

Collecting the dog
In cases where the puppy/dog remains with the breeder for some time after it is due to be delivered, it is practical to agree when the Buyer is to assume responsibility for it. If the puppy/dog is hurt while in the breeder's care, the Buyer will be liable if an earlier collection has been agreed.

Defects
It is not recommended to sell a dog for a specific purpose unless a solution is proposed in case of the dog failing to fulfil this purpose.

A dog is a living creature. It develops and changes its whole life. A puppy/dog has a number of hereditary traits that develop depending on the environment it lives in. The dog's function, its mentality and various health characteristics evolve in relation to the dog's environment and hereditary disposition. Many diseases/disorders/defects are not congenital but, given the right combination of unfortunate circumstances, they may appear as the puppy/dog grows older. Several of these cannot be diagnosed until the dog has reached a certain age and stage of development.

The puppy/dog is considered to have a defect if the Seller has provided incorrect information about it, or if the Seller has failed to provide information that the Buyer is entitled to have about the dog.

If the puppy/dog develops (disabling) conditions that severely affect the dog's health, and provided it can be proved that these are congenital or appeared while the puppy/dog was still with the breeder, the Buyer may demand a refund of part or all of the purchase price (for concealed defects).

If the Buyer demands that the purchase be terminated due to a serious defect, the dog must be returned to the Seller at the Seller's request, with a reimbursement of the purchase price. This may only be waived if a veterinary certificate confirms that the dog had to be immediately destroyed.

If the dog is insured and the Buyer is paid the insurance sum, this must be taken into consideration in the final settlement between Buyer and Seller.

A defect is not deemed to exist if the Buyer was made aware of it before entering into the contract.

Making a complaint
Any complaint must be made within a reasonable amount of time. For consumer purchases, this deadline is never less than two months. The Buyer will still have to respect the conditions regarding complaints, which stipulate that a complaint must be made when the defect is discovered or should have been discovered.

As soon as the Buyer is aware of the situation, it is best that the Buyer informs the Seller that the dog has a defect and that the Seller can expect to receive a claim.

Deposit
If the parties enter into a contract concerning a deposit, it is deemed that a contract has been made. The NKK recommends that the deposit should not exceed 15% of the purchase price.

Supplementary agreements/special conditions
If the parties so wish, they may agree to other terms under this point. An example of this could be that the puppy/dog is being sold as a sporting dog. It is worth noting that if such a thing is agreed, it should also be agreed with the Buyer what will happen if the dog fails to function in accordance with the agreement.

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