

SALES AGREEMENT AND DEPOSIT RECEIPT

(1) The parties to this agreement are:

SELLER: Piedmont Parrots Aviary of Virginia

BUYER: (Name) _____ BUYER TELEPHONE _____

BUYER ADDRESS _____ BUYER EMAIL _____

(2) This sales agreement and deposit receipt is acknowledged and affirmed as being a complete description of all of the terms and conditions of sale concerning the following bird(s) and price:

(3) DEPOSIT AND PAYMENT

(A). SELLER hereby acknowledges receipt off from BUYER towards the purchase price of said bird(s) of \$ _____

(B). Balance owed in the amount of: \$ _____ is due in full at the time of delivery or pick up.

(C). Deposit is non-refundable unless otherwise stated herein.

(4) DELIVERY / PICK-UP - SELLER will notify BUYER when bird(s) is/are ready for delivery/pick-up.

(A). BUYER agrees that he/she is solely responsible for all costs associated with delivery, including: air, cargo, and all other transportation related charges incurred by SELLER.

(B). If BUYER is unable to take delivery of the bird(s) within 7 days of notice when the bird(s) is held by deposit, then SELLER, in its sole discretion, may consider the BUYER's contract and order canceled, retain all deposit monies as liquidated damages, and sell the bird(s) elsewhere.

(C). If the BUYER does not arrange pick-up or make arrangements to have "paid in full bird(s)" shipped to him/her within 30 days of being informed that the bird(s) is ready for delivery/pick-up, the bird(s) will be forfeited by BUYER without refund of any money or compensation received by SELLER.

(D). In the event SELLER is unable or unwilling to deliver the bird(s) to BUYER for any reason, including but not limited to the SELLER's own decision to keep the birds for itself, then SELLER agrees to refund all monies, including deposit monies, to BUYER as BUYER's sole remedy. SELLER retains the right to refuse to sell a bird to any BUYER.

(E). Age either written or implied for an adult bird is an estimate. An adult bird is sold as an adult without guarantee of age. While the SELLER will make every effort to accurately convey the age of an adult bird to the BUYER, it is not guaranteed, and Seller shall have no liability for any inaccuracies.

(F). BUYER must have a suitable means to transport any bird when transferred from the SELLER to BUYER. The means of transport must be secure, safe, and weather appropriate.

(5) HEALTH GUARANTEE

All WEANED birds purchased from Piedmont Parrots Aviary of Virginia come with a 3-day health guarantee from the time of delivery as to the health status of said bird(s). Due to conditions that will be beyond SELLER's control, the bird(s) are not guaranteed beyond this 3-day (72-hours) period, without exception. The original band must be intact (if present) and on the bird sold to BUYER. Removal of the band revokes any expressed or implied guarantee. Piedmont Parrots Aviary of Virginia are not responsible, for any veterinary fees, if incurred. Other than the foregoing guarantee, all birds are sold "AS-IS," and there are no other warranties, express or implied.

(A) BUYER is encouraged to have the bird(s) examined by a licensed Avian Veterinarian of his/her choice at BUYER's expense within seventy-two (72) hours from the time of delivery to verify the health of the bird(s) and to uphold the health guarantee as stated in this contract. If, during testing performed within this 72-hour period, the bird(s) are diagnosed with a pre-existing condition that is non-treatable and seriously affects their health or well-being as determined by the examining Avian Veterinarian, then upon verification of this condition to SELLER and upon timely return of the bird(s) by BUYER, SELLER agrees, at its sole option, to either replace the bird or give a full refund on the purchase price of the bird. (B) BUYER expressly acknowledges that a mild growth of gram-negative bacteria post shipping is normal and expected due to stress.

(C) In the event that the purchased bird(s) should die within the 72-hour period, BUYER must immediately refrigerate (not freeze) the bird(s) body in a sealed plastic bag and deliver the body within 12-24 hours to a qualified lab or avian veterinarian for necropsy to determine the cause of death. The body must be returned to Piedmont Parrots Aviary of Virginia post-necropsy. Refund or replacement, if any, will be based on the cause of death.

(D) Under no circumstances is SELLER responsible for airfreight charges or for any veterinary charges after bird's delivery, all of which costs shall be borne exclusively by BUYER.

(E) BUYER ACKNOWLEDGES THAT BIRDS CAN QUICKLY DEVELOP DISEASES, INFECTIONS, AND OTHER POTENTIALLY DEADLY CONDITIONS. THEREFORE, UNDER NO CIRCUMSTANCES CAN SELLER BE HELD RESPONSIBLE FOR ANY DISEASE, INFECTION, OR OTHER DEADLY CONDITION OF ANY BIRD(S) IF THE INITIAL EXAMINATION DOES NOT REVEAL SAID DISEASE, INFECTION, OR DEADLY CONDITION.

(F) BUYER acknowledges that SELLER makes no warranty as to the age, health, condition, or lifespan of the bird(s). BUYER expressly accepts the bird(s) "as-is."

(6) BUYER has been offered food that the bird has been weaned or accustomed to. BUYER understands that failure to provide a food familiar to a bird can result in the bird not eating which can result in death not covered by the Health Guarantee.

(7) **All sales are final.** No returns or refunds; except as expressly stated in this contract. While SELLER makes every effort to ensure said bird(s) are sweet, lovable, and well socialized, there is no guarantee on personality, pet, or breeding potential. BUYER is solely responsible for the training and behavior of said bird(s).

(8) **Rescue Service.** If BUYER for whatever reason requires SELLER to take possession or repossession of a sold bird, regardless of where or when purchased, the bird will be considered "rescued;" not requiring SELLER to reimburse BUYER.

(9) Any other terms and conditions not included above, either verbal or in writing, are void and superseded by this agreement. BUYER and SELLER agree that this contract and any and all claims, whether in tort, contract, or any other legal claim, will be governed by Virginia law, without regard to its conflict of law provisions. Further, the BUYER and SELLER agree that the exclusive venue for any claim under this agreement will be a state court located in Prince William County, Virginia, where SELLER shall be entitled to recover its attorney's fees in addition to any other remedy.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN THIS AGREEMENT, IN NO EVENT WILL SELLER BE LIABLE TO BUYER IN CONTRACT, TORT OR OTHERWISE WITH RESPECT TO ANY CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING FROM OR RELATING TO THIS AGREEMENT. IN NO EVENT WILL SELLER'S LIABILITY TO BUYER EXCEED THE CONTRACT PRICE.

(10) **This agreement has been read and understood by both parties hereto, and by executing the Agreement, the parties, expressly intending to be legally bound, agree that all terms and conditions contained herein are acceptable and binding.**
Sales Agreement and Deposit Receipt

DATE. BUYER SIGNATURE ON DEPOSIT

DATE BUYER SIGNATURE ON PICKUP

(Signature not required on valid tracking of delivery to SELLER or their representatives)

DATE. SELLER SIGNATURE

Written, Electronic, Scanned, or a Photographed signature will be considered by BUYER/SELLER as a binding agreement between all parties as the best evidence of a contract