

DISCLAIMER

Craigieburn Dog Obedience Group Inc, its Executive, Committee and Members are NOT affiliated or associated in any way, nor do they support, recommend or encourage persons to deal with anyone who holds themselves out to be a Breeder, Groomer or Trainer of dogs. We are sometimes able to give advice of a very general nature, but any person relying on that advice should undertake their own independent investigations, conduct due diligence enquiries into the bona-fides of the person(s) with whom they propose to conduct business, and satisfy themselves as to the veracity of statements made or implied in relation to a prospective purchase or provision of service.

CAVEAT EMPTOR

[Latin, Let the buyer beware.] A warning that notifies a buyer that the goods he or she is buying are "as is," or subject to all defects.

When a sale is subject to this warning the purchaser assumes the risk that the product might be either defective or unsuitable to his or her needs.

This rule is not designed to shield sellers who engage in Fraud or bad faith dealing by making false or misleading representations about the quality or condition of a particular product. It merely summarizes the concept that a purchaser must examine, judge, and test a product considered for purchase himself or herself.

The modern trend in laws protecting consumers, however, has minimized the importance of this rule. Although the buyer is still required to make a reasonable inspection of goods upon purchase, increased responsibilities have been placed upon the seller, and the doctrine of *caveat venditor* (Latin for "let the seller beware") has become more prevalent. Generally, there is a legal presumption that a seller makes certain warranties unless the buyer and the seller agree otherwise. One such Warranty is the Implied Warranty of merchantability. If a person buys soap, for example, there is an implied warranty that it will clean; if a person buys skis, there is an implied warranty that they will be safe to use on the slopes.

A seller who is in the business of regularly selling a particular type of goods has still greater responsibilities in dealing with an average customer. A person purchasing antiques from an antique dealer, or jewellery from a jeweller, is justified in his or her reliance on the expertise of the seller. [or a person buying a particular dog from a person who sets themselves up to be a knowledgeable Breeder/Trainer of those dogs – is justified in placing his or her reliance on the expertise of the seller. An animal that is not what it is purported to be could be classed as unmerchantable, or not suitable for purpose....giving remedies under the Trade Practises Act]

If both the buyer and the seller are negotiating from equal bargaining positions, however, the doctrine of *caveat emptor* would apply.