



Rep. Michael J. Zalewski

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1 AMENDMENT TO SENATE BILL 1639

2 AMENDMENT NO. _____. Amend Senate Bill 1639 on page 2, by
3 replacing lines 13 through 17 with the following:

4 "(8) ~~The following written statement:~~ "A copy of the
5 pet shop's ~~our~~ policy regarding warranties, refunds, or
6 returns ~~is available upon request.~~ and an explanation of
7 the remedy under subsections (f) through (m) of this
8 Section in addition to any other remedies available at
9 law."; and

10 on page 4, by replacing lines 8 through 11 with the following:

11 "veterinarian states in writing that at the time of sale
12 (A) the dog or cat was unfit for purchase due to illness or
13 disease, the presence of symptoms of a contagious or
14 infectious disease, or obvious signs of severe parasitism
15 that are extreme enough to influence the general health of
16 the animal, excluding fleas or ticks, or"; and

1 on page 5, line 19, by deleting "2 times"; and

2 on page 8, immediately below line 20, by inserting the
3 following:

4 "(m) Customers shall have the right to return a dog or cat
5 for congenital or hereditary disorders in accordance with this
6 subsection (m). The customer has 48 normal business hours,
7 excluding weekends and holidays, in which to have the animal
8 examined by a licensed veterinarian of the customer's choosing.
9 If the veterinarian certifies that, at the time of sale, the
10 dog or cat was unfit for purchase due to a congenital or
11 hereditary disorder, the pet shop shall afford the customer the
12 right to choose one of the following options:

13 (1) the right to return the animal and receive a refund
14 of the purchase price, including sales tax, but excluding
15 the veterinary costs related to the certification that the
16 dog or cat is unfit; or

17 (2) the right to return the animal and receive an
18 exchange dog or cat of the customer's choice of equivalent
19 value, but not a refund of the veterinary costs related to
20 the certification that the dog or cat is unfit.

21 (n) If a pet shop offers its own warranty on a pet, a
22 customer may choose to waive the remedies provided under
23 subsection (m) of this Section in favor of choosing the
24 warranty provided by the pet shop. If a customer waives the
25 rights provided by subsection (m), the only remedies available

1 to the customer are those provided by the pet shop's warranty.
2 For the statement to be an effective waiver of the customer's
3 right to refund or exchange the animal under subsection (m),
4 the pet shop must provide, in writing, a statement of the
5 remedy under subsection (m) that the customer is waiving as
6 well as a written copy of the pet shop's warranty. For the
7 statement to be an effective waiver of the customer's right to
8 refund or exchange the animal under subsection (m), it shall be
9 substantially similar to the following language:

10 "I have agreed to accept the warranty provided by the
11 pet shop in lieu of the remedies under subsection (m) of
12 Section 3.15 of the Animal Welfare Act. I have received a
13 copy of the pet shop's warranty and a statement of the
14 remedies provided under subsection (m) of Section 3.15 of
15 the Animal Welfare Act. This is a waiver pursuant to
16 subsection (n) of Section 3.15 of the Animal Welfare Act
17 whereby I, the customer, relinquish any and all right to
18 return the animal for congenital and hereditary disorders
19 provided by subsection (m) of Section 3.15 of the Animal
20 Welfare Act. I agree that my exclusive remedy is the
21 warranty provided by the pet shop at the time of sale."."