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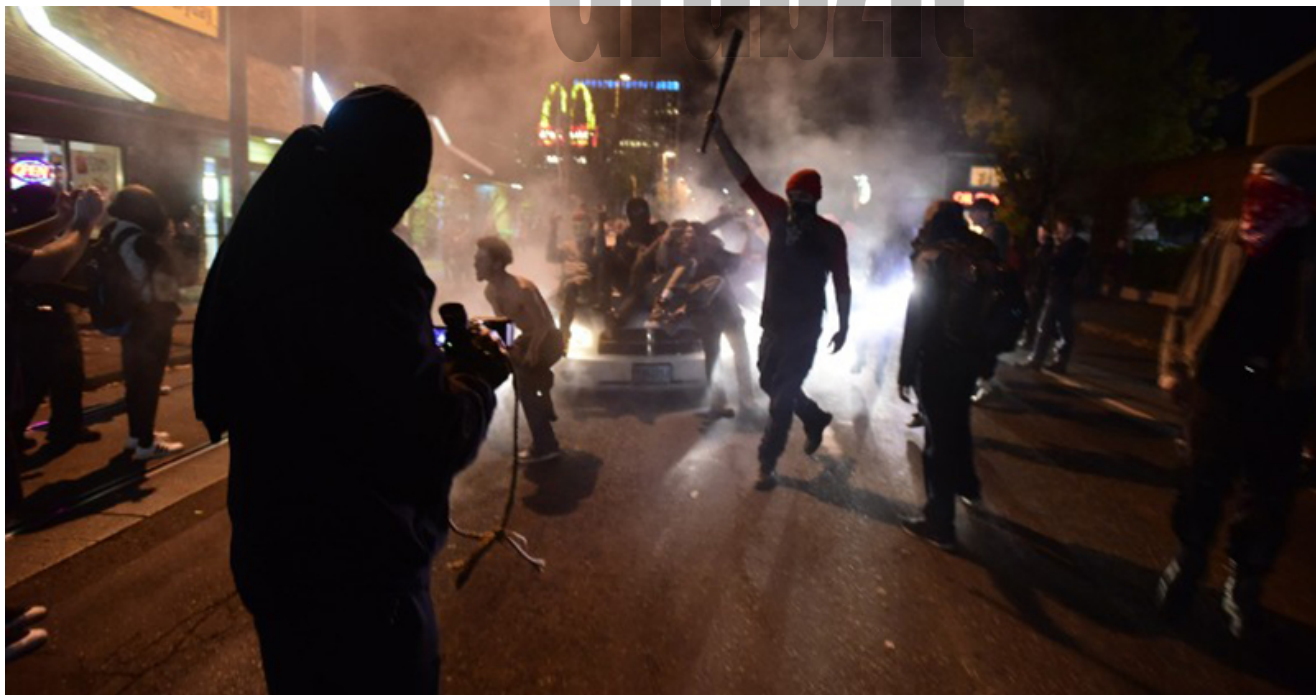
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**2015 ORS § 646A.077<sup>1</sup>**  
**Qualification for full refund**

- • **replacement dog**
- • **reimbursement for cost of veterinary care**

## • • exceptions

(1) As used in this section:

(a) Litter means one or more dogs, sold individually or together, that are all or part of a group of dogs born to the same mother at the same time.

(b) Pet dealer means, except as provided in paragraph (c) of this subsection, a person that sells five or more litters of dogs during a one-year period.

(c) Pet dealer does not mean an animal control agency, humane society or animal shelter.

(2) Except as otherwise provided in this section, a pet dealer shall provide the purchaser of a dog that complies with subsection (3) of this section with a full refund of the purchase price for the dog if:

(a) No later than 15 days after purchasing the dog from the pet dealer the purchaser has the dog examined by a veterinarian and the examination reveals that the dog is diseased; or

(b) No later than one year after purchasing the dog from the pet dealer the purchaser has the dog examined by a veterinarian and the examination reveals that the dog has a congenital disorder that significantly limits the dogs quality of life.

(3) To qualify for a refund under this section, the purchaser, no later than four business days after the veterinary examination that revealed the disease or disorder, must:

(a) Return the dog to the pet dealer;

(b) Provide the pet dealer with a dated written statement by the examining veterinarian that the dog has a disease or has a congenital defect; and

(c) Provide the pet dealer with proof of the sale, including but not limited to, the date of sale.

(4) Upon mutual agreement of the purchaser and pet dealer, the purchaser may accept a replacement dog instead of a refund.

(5) A purchaser that complies with subsection (2) of this section may, instead of obtaining a refund, require that the pet dealer reimburse the purchaser for the cost of veterinary care provided in connection with the disease or congenital disorder described in subsection (2) of this section. The duty of the pet dealer to reimburse the purchaser for the cost of veterinary care shall be limited to the purchase price of the dog. A purchaser that agrees to accept reimbursement under this subsection waives any other claim against the pet dealer for reimbursement of the cost of veterinary care for the dog.

(6) Notwithstanding subsections (1) to (5) of this section, a pet dealer is not required to refund the purchase price for a dog, provide a replacement dog or reimburse the purchaser for veterinary care if the pet dealer:

(a) At the time of sale made a clear and conspicuous disclosure in writing, initialed or signed by the purchaser, that disclosed the disease or disorder; or

(b) Had the dog examined by a veterinarian not more than 14 days prior to the date of sale and the examination did not disclose the disease or congenital disorder. [2009 c.297 §4]

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### [Annotations Related](#)

(No annotations for this section.)

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<sup>1</sup> Legislative Counsel Committee, *CHAPTER 646A—Trade Regulation*, [https://www.oregonlegislature.gov/bills\\_laws/ors/ors646A.html](https://www.oregonlegislature.gov/bills_laws/ors/ors646A.html) (2015) (last accessed Jul. 16, 2016).

<sup>2</sup> OregonLaws.org contains the contents of Volume 21 of the ORS, inserted alongside the pertinent statutes. See the [preface to the ORS Annotations](#) for more information.

<sup>3</sup> OregonLaws.org assembles these lists by analyzing references between Sections. Each listed item refers back to the current Section in its own text. The result reveals relationships in the code that may not have otherwise been apparent.

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