

## **Contract for the Inspection of a Horse**

please fill out every available information (the fields designated with \* are mandatory fields)

Hereby I assign the company *Tierärztliche Klinik für Pferde, Wolfesing 12, D-85604 Zorneding* to perform the inspection of a horse, described below:

(The order is placed in the name of the client. The signature confirms that the signing person is authorized.)

| *Name             | 2:   | *Vornam             | ne:      |                    | *Geburtsdatum:   |  |
|-------------------|--|---------------------|----------|--------------------|--|--|
| *Adres            | s (Steet, Postal Zip Code,   | City):              |          |                    |  |  |
| *Telephonenumber: |  |                     | *E-mail: |                    |  |  |
| Horse:            | :  |                     |          |                    |  |  |
| *Name             | :  |                     |          | Lifenr:            |  |  |
| Chipnr.           | hipnr.:  |                     |          | _Date of Birth:    |  |  |
| Gender            | r:   | Colour:             | Bre      | eding association: |  |  |
| Value o           | of the horse in euro:  |                     | _        |                    |  |  |
| *Locati           | ion of the horse (adress):   |                     |          |                    |  |  |
|                   |  |                     |          |                    |  |  |
|                   |  |                     |          |                    |  |  |
| 0                 | Examination of the heart, respiratory system, and musculoskeletal system at rest (including inspection and palpation of the limbs) and eyes.  Examination of the heart, respiratory system and usculoskeletal system during exercise.  Total charge for the complete clinical examination: |                     |          |                    |  |  |
| Radiog            | raphic Examination for 3   | or more images:     |          |                    | per image € 36,-   |  |
| 0                 | standard (18 images: hoof 90°, oxspring view of navicular bones 0°,<br>lateromedial view of the front and fetlock joint, tarsal joint 0°, 45°, 135°, stifle joint 90°,180°)  |                     |          |                    |  |  |
| 0                 | Extended standard: O anterioposterior view of the four   |                     |          |                    | O saddle area - back (front, middle, hind)   |  |
| 0                 | Other:<br>O carpus<br>O cervical ve  | O elbow<br>ertebrae | 1        | O shoulder         |  |  |
| Special           | l Examinations:  |                     |          |                    |  |  |
| 0 0 0 0 0 0 0 0   | Bronchoscopy with video endoscopy Laryngoscopy Sonography (ultrasound) tendon, 1 leg Sonography (ultrasound) tendon, 2 legs Sonography (ultrasound) stifle - basic, 1 leg Gastroscopy Scintigraphy (choice of three programms front limbs, back lin Others                                 |                     |          | s, spine)          | € 182,-<br>€ 98,-<br>€ 69,-<br>€ 109,-<br>€ 110,-<br>€ 248,-<br>approx. € 805,- to 1.500,-                             |  |
| Blood 1           | Гests:   |                     |          |                    |  |  |
| 0<br>0<br>0<br>0  |  | screening           |          | - 1                | approx. $€$ 32,-<br>approx. $€$ 98,-<br>approx. $€$ 123,-<br>orice per disease - approx. $€$ 50,-<br>approx. $€$ 320,- |  |

All prices plus legal value added tax (19%) and travel costs incurred. Please also note the additional home visit fee amounting € 34,50 plus legal tax (19%). If the inspection of the horse is carried out at the clinic *Tierärztliche Klinik für Pferde Wolfesing 12, 85604 Zorneding* you don't have to pay the home visit fee.

The above prices for the examination apply to a value of the horse of up to € 20,000.00. If the purchase price is high-er, the costs of the purchase examination will increase by 0.5% of the purchase price, which will be charged in addi-

tion to the inspection costs.



The results of the examinations will be given in writing. The inspection only provides a picture of the horse's state of health on the day of inspection. It can determine neither the horse's ability nor its development and state of health in the future.

## **General Terms and Conditions:**

- 1. The client requests the inspection of the horse described above. The extent of the examination is determined by this contract, and described in the following report. Findings shall be evaluated only for those examinations requested by the client.
- 2. The examination determines the horse's state of health at the moment of inspection. It does not include other faults or an evaluation of the exterior unless expressly mentioned in the examination protocol.
- 3. The veterinarian is not obliged to clarify the risks of the individual steps of the examination, provided, it does not extend beyond the scope agreed upon the standard of normal inspection of a horse. The client consents to the procedures required for the inspection, and certifies that the owner of the horse also consents.
- 4. The veterinarian agrees to maintain confidentiality and not share findings of the inspection with any third party.
- 5. The evaluation of the findings is according to the best of the veterinarian's knowledge and reflects her/his personal opinion. There will be a written form of the findings. A prognosis regarding the future development of the horse's state of health, useability and capability in sport is not possible.
- The liability of the veterinarian is according to legal regulations. It only concerns the relationship with the client and, if applicable, a third party listed in the contract, insofar as the latter is in need of protection due to the absence of legal claims against the client. Surname, first name: Liability to any other third party is excluded. Excluded is the liability of the veterinarian for simple negligence, excepting those obligations of the veterinarian, which are essential for the proper completion of the contract, and in whose compliance the client may regularly trust - i.e. in the event of a breach of particularly important contractual obligations, the so-called cardinal obligations. In those cases, the liability of the veterinarian for damages is limited in extent and amount to compensation for foreseeable damages typical to the contract. The client is entitled to neither reimbursement for maintenance expenses (costs of board, feed, grooming, training, veterinarian, farrier), nor a deduction for benefits obtained. All claims of the client or the third party included in the scope of protection arising from the entire contractual relationship shall lapse at the end of the year in which the claimant became aware of a possible breach of duty by the examining veterinarian, at the latest five years after the end of the year in which the examination was carried out. The liability of the veterinarian is limited in scope to the amount equal to the value of the horse, with a maximum value of  $\epsilon$  50.000,00. The actual value of the horse is EURO. If the purchase price of the horse will not be published, a value less than € 10.000,00 shall be taken as a basis, and the liability shall be limited to this purchase price. Excluded from the liability limitations is the liability for personal injuries, as well as other damages, which are based upon the willful intent or gross negligence of the veterinarian or his vicarious agent(s). Special arrangements: The client confirms that the general contractual terms and conditions are an integral part of the contract for inspection, and accepts these terms and conditions without restriction. The undersigned declares that the order is placed in the name of the client and that the client is authorized to make all declarations required in connection with the investigation. The undersigned certifies that the information provided regarding the previous history of the horse in the examination report is both complete and accurate. Place / Date Signature of the client/his representative