

Dear Ladies and Gentlemen,

You would like to buy/sell a horse and want our clinic to perform the prepurchase exam. We are more than happy to do this for you. Because of some changes in the law and the insurance companies some changes have been made. You can even choose the extent of this exam, which can increase or decrease the price.

The prepurchase exam

For the prepurchase exam we differentiate the clinical part and the additional options, like X-ray, ultrasound, endoscopy, lab etc... These methods are used to detect any health problems at the time of the exam. We would like to point out, that some problems are hidden and not detectable, even if the vet takes as much care as possible. By choosing a concentrated exam the risk of hidden problems decreases, but please keep in mind, that a horse is a creature, which can become sick or can change by time passing by.

Education by the salesman

Some informations about the horse, especially incidents in the past, can only be recognized by the vet with the help of the salesman. Missing or wrong information can lead to wrong interpretation of findings. Because of this we have a questionnaire in our investigation records, which the salesman has to fill out and sign.

Expenses of the horse / Liability

For the prepurchase exam it is necessary to write down the price / value of the horse in the investigation records and to sign it. According to the price and the therefor resultant risk for the equine clinic, the price for the clinical part of prepurchase exam is calculated. Up to the price / value of 5.000 Euros we charge 295 Euros. Above this amount we add 0,60% of the declared price. (exclusive of VAT). If the applicant stops the exam during the clinical exam, only 295 Euros (exclusive of VAT) will be charged. Any additional exams made at this point will be charged extra.

Absorption of the costs

Whoever (salesman or buyer) is going to pay for the prepurchase exam is a private agreement. But before we start the exam, we have to know who the ordering party is. Only this person can be charged for the upcoming expenses.

Attendance at the exam

We recommend, that the ordering party is attendend during the exam. Beside of that we would like to inform you, that the exam can only take place, if all required informations are filled out (who is the ordering party? Signature of this person, declaration and affirmation of the price / value, etc.).

If you, as ordering party, are not attendend, please fill out the below-mentioned authorisation and make sure, that the original is in our clinic by the time of the prepurchase exam. In case of any further questions please do not hesitate to contact our clinic.

Application form

Invoice recipient:.....
Company name:..... VAT-number:
street:.....
Postcode/Place: Country:.....
Phone:
e-mail:

Payment:

- ☐ **Cash (3% discount)** ☐ **Cash Card (3% discount)** *only direct in Lüsche*
☐ **Credit Card** cardnumber:..... Exp: / Code:.....

Payment via invoice only **with** prior consultation! (date of birth), after testing at SCHUFA Holding AG.

Declaration of consent for data use

With my signature, I agree that Tierklinik Lüsche GmbH collects my personal data on the registration form for the purpose of carrying out a veterinary treatment contract on the basis of statutory authorizations.

I was referred to the privacy policy on the website of the veterinary clinic Lüsche GmbH (<http://www.tierklinik-luesche.de/datenschutz/>) and have read this privacy policy thoroughly. In addition, I was informed that I may revoke this consent at any time without giving any reason and my data will be destroyed in that case. For any further use of personal data and the collection of additional information, as well as for forwarding to third parties, your consent is required. You may grant such consent voluntarily also in at a later date.

Consent to the use of data for other purposes

I agree that the collected data may also be used for future treatment contracts, that this data, if necessary and necessary in the context of veterinary transfers or remittances to other veterinary practices, clinics and in the context of further diagnostics to investigation laboratories and institutes are transmitted and that the collected data may be transmitted to the farrier if necessary and necessary in the case of the farrier's use. Furthermore, I agree that the Animal Hospital Lüsche GmbH may inform me by mail, fax, SMS, WhatsApp or e-mail about laboratory results and scheduling and other and that the data collected, if necessary and necessary in the context of statements of assignment to insurance companies (eg: Uelzener, Allianz, RV etc.) may be transmitted. In addition, I agree that the data collected may also be used in the context of a continuation of the veterinary clinic Lüsche by a successor's further intended use.

It may happen that photos and videos are taken. These are posted as part of the marketing activities of the animal clinic Lüsche on various social media channels. Please put a cross here below if you agree that the photos of your horse may be used for marketing purposes.

Yes, I agree that the veterinary clinic Lüsche GmbH creates in the context of the treatment and the hospital stay image material of my animal and uses this for public advertising purposes in the print and online area (publication of personal data is expressly excluded).

With my signature I acknowledge having understood this privacy statement and I hereby expressly agree.

.....
Date / Signature

Contract Conditions

§ 1 (customer) commissions the veterinarians of the
Equine Clinic Lüsche (contractor) with the examination of the horse:
.....

The extent of the examination is determined by the customer and specified in §10 chapter 1, chapter 2, and § 12 of this document. No examinations that have not been specified and initialed within this protocol will be included in this pre-purchase examination. The content of the examination can only be amended by written agreement.

§ 2 The examination serves as evaluation of the horse's health status at the time of examination. The examination does not constitute a declaration of defects in the legal sense. Stereotypies like weaving or crib biting, management dependent recurring airway disease, allergies, and certain diseases of the upper airway tract that can only be diagnosed after intense exercise cannot be as-sessed. The pre-purchase examination does not include assessment of these disorders. The exam-ination will also not give an estimation of breeding values or a prognosis on the breeding or athletic career of the horse.

§ 3 The veterinarian is not obliged to explain the risks of all individual steps of the examination, as long as the extent of the examination does not differ from the description in this document. The cus-tomer agrees to all procedures that need to be performed during the examination. The customer guarantees that the owner of the horse also agrees to these.

§ 4 It is understood and agreed that the results of the examination may be discussed with the ven-dor/owner and purchaser of the horse but not with any third party. However, the customer may at his or her discretion not allow disclosure to any other party including the vendor/owner. The information included in this examination protocol is solely intended for the customer. The veterinarian needs to give his or her consent if this document is to be distributed to any third party.

§ 5 The evaluation of the obtained findings (Part C of the examination) is done with the greatest possible care of the veterinarian and reflects his or her opinion. A prediction about the future devel-opment of the health status, performance and use cannot be given, because the horse is a living an-imal that is subject to constant changes in constitution and condition. Only the customer can make a decision on the purchase.

§ 6 Costs for the standard clinical examination (excluding imaging etc.) are based on the pur-chase price of the horse, obtained from the customer personally. If the horse's price is less than € 5.000,- the cost is € 295,- excl. VAT. If the horse's price is more than € 5.000,-, the price of the clinical exam increases by 0,6 % of the purchase price. The customer understands that in-creased liability coverage is possible and will result in increased fees depending on the coverage selected. It is not possible to change the purchase price of the horse, once the examination has be-gun.

The customer or authorized person hereby personally confirms and is bound to the purchase price of the horse mentioned above and presented for examination.

€read and accepted, signature

§ 7 The contractor is liable for an amount that is not higher than that of the purchase price of the horse. The same liability cover applies to any persons authorized in the contract. Third party liability is excluded.

§ 8 Unless there are individually negotiated terms about the limitation period, the statute of limitation is one year. This means that legal proceedings can only be initiated by the customer or other authorized person who is mentioned within the contract, within the period of one year, which starts with the initiation of the statute of limitations.

§ 9 The location of examination is independent of the agreed conditions and process of examination in this contract. Even for examinations outside Germany, the German legal court is the only court that is authorized to assess the conditions of this contract. This also applies to third party claims.

§10 Definition of Examination	Confirmation Signature
Clinical examination following the attached protocol The examination price consists of a basic fee of € 295,00 plus 0,6% of the purchase price/value, if the value of the horse is more than € 5.000	<input type="checkbox"/>
Radiographs	
Standardized German protocol of the radiological examination (18 Radiographs) lateromedial views of all four distal limbs, upright pedal view (dorso 45° proximal-palmarodistal oblique) of each front foot, three views of each hock (0°, 45° & 135°) and 2 views of each stifle (90° and 0°)	<input type="checkbox"/>
Further Radiographs	
Skyline-Image of the navicular bone	<input type="checkbox"/> right front <input type="checkbox"/> left front
Fetlocks/sesamoid bones in oblique Visualization	<input type="checkbox"/> right front <input type="checkbox"/> left front <input type="checkbox"/> right hind <input type="checkbox"/> left hind
Fetlocks/sesamoid front-to-back Visualization	<input type="checkbox"/> right front <input type="checkbox"/> left front <input type="checkbox"/> right hind <input type="checkbox"/> left hind
Back: Thoracic Spine/Lumbar region/Dorsal spinal processes	<input type="checkbox"/>
Neck	<input type="checkbox"/>
Additional radiographics:	<input type="checkbox"/>
Evaluation of referral radiographics in written form	<input type="checkbox"/>

Laboratory Examination	
Complete blood count, serum chemistry	<input type="checkbox"/>
Fecal-examination for parasites (Mc Master-method)	<input type="checkbox"/>
Further examinations:	<input type="checkbox"/>
Doping (<i>Collect blood sample and store for a six-month period (in house)</i>)	
Testing for NSAIDs, corticosteroids and sedatives	<input type="checkbox"/>
FEI testing kit for shipping	<input type="checkbox"/>
Express service	<input type="checkbox"/>
Storage by an external laboratory	<input type="checkbox"/>
Examination for anabolics on special request (Urine or hair sample)	<input type="checkbox"/>
Exportscreening (Laboratory Dr. Böse)	<input type="checkbox"/>
Country of destination:	
Ultrasound examination	
Tendons	<input type="checkbox"/> right front <input type="checkbox"/> left front <input type="checkbox"/> right hind <input type="checkbox"/> left hind
Cervical spine	<input type="checkbox"/>
Back	<input type="checkbox"/>
Cardiac ultrasound with "Sonodoppler" (+ time fee)	<input type="checkbox"/>
Endoscopic examination of the larynx and the upper airways	<input type="checkbox"/>
Additional – Blood gas analysis	<input type="checkbox"/>
Additonal eye examination	
Ultrasound	<input type="checkbox"/>
Slit lamp	<input type="checkbox"/>
Tonometry (measurement of intraocular pressure)	<input type="checkbox"/>
Fluorescent dye test (per Auge)	<input type="checkbox"/>
Rectal examination	<input type="checkbox"/>
Andrological examination (incl. semen collection and evaluation)	<input type="checkbox"/>
Reproductive examination of mares incl. ultrasound examination	<input type="checkbox"/>
Examination under Tack	<input type="checkbox"/>
Chiropractic/Biomechanical evaluation	<input type="checkbox"/>
Qualisys „Q-Horse“ Objektive gait monitoring	<input type="checkbox"/>
Videorecording in the house	<input type="checkbox"/>

§ 10 The customer or the authorized person herewith confirms the requested services described above. The payment, in cash or EC cash, is due directly after performing the examination. Additional examinations will be charged according to the GOT (charging settlement by german law).

§ 11 The customer is obliged to pay for the radiographs and the assessment of the radiographs he or she has requested and signed for on this form. These radiographs are the property of the contractor. The customer is not obliged to release them. Copies can be obtained on request, additional costs will incur. Evaluation of other, previously taken images (radiographs, ultrasound images etc.) is only possible when the veterinarian who was responsible for these has assessed and reported them in written form.

§ 12 Special agreements/ requests for the pre-purchase examination:

.....
.....
.....

§ 13 Should any clause in this contract be partially or entirely ineffective, the contract as a whole will not be affected. The examination report and its contents are subject to the laws of the Federal Republic of Germany with the exception of any conflicting standards where applicable. The German and the English texts of the examination report shall be equal. In the event of any inconsistency between the German and the English text, the German text shall prevail and is legally binding.

Authorisation

I..... (first and last name) award as the ordering party
for the prepurchase exam of the horse
(gender:, age:) through the equine clinic in Luesche the authorisation to
the following person: (first and last
name), to act as a substitute for me, to announce the extend of the prepurchase exam, to
accept the limitation of liability and to get the results explained and verifice them. I also
accept the upcoming expenses for the exam.

Place, **date**

.....
Customer

.....
Contractor

CONDITIONS OF CONTRACT

1. The contract governing veterinary treatment is a contract of service, in which the vet only owes knowledge instead of works - apart from advisory opinion operation. Therefore the veterinary medical fee is a none contingency fee. There is no guarantee for success of surgery or treatment in any case. There will be no accountability for claims due to misadventures, infections or slightly negligent behavior of clinic staff, neither claim to amendment, revision of surgery, diminution of veterinary medical fee or compensation.
2. The extent of time and effort of provision of veterinary services to fulfill the contract of service varies depending on severity of affection and unpredictable complications.
3. TK is authorized to perform essential attendance (including surgery) or inevitable immediate euthanasia of the animal without explicit owner's approval.
4. The owner / the attorney is compelled to inform TK staff about vices of the animal.
5. The owner / the attorney is informed, that any surgery or intensive care constitutes increased stress and therefore increased risk of infections. The owner / the attorney has been informed about the risks induced by surgery and required anesthesia.
6. The owner / the attorney complies to the patient's treatment with medication that are not allowed for human consumption animals. Therefore the owner / the attorney is informed that the affected horse can not be used for human consumption and contravention is a violation against law ('Lebensmittel- und Bedarfsst ndegesetz) and a punishable act. The owner / the attorney has to take care, that the concerned horse is immediately registered as non-consumptional animal in the equine passport.
7. TK L sche is authorized to perform right of detention, if honor depts are not completely cleared for the concerned horse or other depts.
8. The owner / the atteneey will gather information about the course of disease by himself. Information will only be provided by the treating vet or vet in charge; any other member of staff is strictly prohibited to give information about patients.
9. Our memebbers of staff are bound to professional duty of confidentiality due to law §203 Strafgesetzbuch (StGB, Verletzung von Privatgeheimnissen), §17 Gesetz gegen unlauteren Wettbewerb (UWG, Verrat von Gesch fts- und Betriebsgeheimnissen) and due to limits of discretion of TK L sche.
10. As a matter of course information will not be given to third party. Exceptional case will be veterinary referral cases, in which the referring vet will be informed by phone as well as for record about our examinations and treatments, to enable a thorough patient-centered care.
11. All members of staff are familiar with Data Protection Act (DPA). Information about particulars, individual patient's data, findings from examinations including imaging data will be recorded, as well as data of invoice processing and payment transactions.
12. Place of jurisdiction for both parties is Vechta, if the contracting party is merchant. If the contracting party is consumer and is based abroad, the place of jurisdiction will be Vechta as place of business of TK L sche.
13. If one subject matter of this contract is invalid, the other subject matters of this contract will not be affected in virtue. The invalid or unfeasible subject matter of contract has to be replaced by another, which will be as close to the original subject matter of contract as possible. Same is true for void in contract.
14. Tierklinik L sche is allowed to send you your invoices by electronic means. Electronic invoices will be sent in PDF format via mail. You are obligated to inform us about any e-mail adress changes as soon as possible.
15. Changes to invoices will only be acceptet in submitted in writing within ten days of receiving the invoice; we reserve the right to charge a fee for later changes to invoices.
16. The visiting time on worktime is from 9.00-13.00 and 14.00-17.00, on the weekend it is from 9.00-12.00. There must be an appointment for visiting the horse. The Time for bringing or picking up the horse on weekends is only from 8.00-14.00.

☐ Yes, I hereby declare and confirm that Tierklinik L sche GmbH is allowed to take pictures of my pet as a part of the treatment and to use them for public marketing purposes.

With my signature I do confirm the rightness of personal data and split a contract for the examination of my horse as described above to the equine clinic TK L sche. If necessary, I authorize the Tierklinik L sche to make demands to performances of thirds (laboratory, blacksmith, a.o.). I did read and accept the subject manners of contract.

date signature

Signature of invoice recipient