



CLIENT DECLARATION I PURCHASE EXAMINATION OF A HORSE

The client must be determined preceding the appointment. The outcome of the investigation can not be a basis for be the determination of the client.

PLEASE WRITE CLEARLY AND IN CAPITAL LETTERS!

PERSONAL DATA | CLIENT

First name and surname:	
Street and house number:	
Postal code and city:	
Date of birth:	
Phone number:	
E-Mail:	
Private customer:	<input type="checkbox"/>
Business customer company:	<input type="checkbox"/> EU <input type="checkbox"/> Tax-Id.:

SALESPERSON

First name and surname:	
Phone number:	

HORSE

Data:	Name:	
	Age:	
	Llife number:	
	Gender:	<input type="checkbox"/> Mare <input type="checkbox"/> Stallion <input type="checkbox"/> Gelding
	Colour:	Race:
	Discipline level of education:	
	Value Purchase price of the horse in €:	

INVESTIGATION ORDER

The examination has the usual scope according to points I-IV of the standard protocol of the „Society for Horse Medicine“ (GPM). A base fee plus a percentage of the value | purchase price of the horse to account for the risk of liability for the veterinarian. A limitation of liability for the veterinarian can be requested under the item „Limitations“. Further examinations, preparatory measures as well as increased time expenditure will be charged additionally (if necessary, cutting out the hooves, removing shoes, etc.).

INVESTIGATION ORDER

<p>The investigation order extends next to the clinical examination (GPM I-IV) on the:</p>	<p> <input type="checkbox"/> Endoscopy of the upper respiratory tract <input type="checkbox"/> X-ray of the cervical spine <input type="checkbox"/> X-ray examination according to RÖLF 2018 <input type="checkbox"/> X-ray of the spinous processes <input type="checkbox"/> following and I or additional investigations </p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>Limitations of the investigation order:</p>	<p> <input type="checkbox"/> Blood sample <input type="checkbox"/> Storage for 6 months <input type="checkbox"/> Examination for painkillers anti-inflammatory doping <input type="checkbox"/> Further additional investigations: </p> <p>_____</p> <p>_____</p>
<p>Purpose of investigation:</p>	<p> <input type="checkbox"/> Exclusively the information of the client about the data collected during the investigation and Findings described only for this point in time. <input type="checkbox"/> The information of the persons specifically designated in the protocol as clients and third parties about the Findings collected as part of the investigation and only described for this point in time. </p> <p>Disclosure of the log to unnamed third parties is not permitted without the prior consent of the veterinarian.</p>

SIGNATURE

<p>Place date:</p>	<p> <input type="checkbox"/> The customer is not resident in the Federal Republic of Germany. The order can only be accepted if you provide your valid data for a VISA or MasterCard. 50% of the assumed order amount is booked in advance for the service to be provided. </p> <p>_____</p> <p>Card number Validity (month year)</p> <p>_____</p> <p>Bank card holder Security code (back of card)</p>
<p>Signature of client:</p>	<p>_____</p>

GENERAL TERMS AND CONDITIONS	
1	If the relevant information and signatures of the client are not available upon arrival at the examination site or cannot be carried out immediately, no examination will take place. In this case, the supposed client will be billed for the journey in accordance with the valid GOT plus an expense allowance of €100 plus statutory VAT.
2	The customer commissions the veterinarian to examine a horse. The client should coordinate the scope of the examination with the veterinarian. Unless otherwise expressly agreed between the contracting parties, the examination order is based on sections I-IV of the examination protocol of the Gesellschaft für Pferdemedizin GPM. The aim of this examination is not to diagnose or treat an illness.
3	The General Terms and Conditions contain the test order and must be signed by the client before the start of the test. If the customer cannot be present at the examination, he must authorize a person who approves and signs the contractual conditions on his behalf, or the examination order must be signed by the customer in advance. During the examination, the vet creates a provisional one and one after the final completion of the examination order final protocol. Client or his representative are obliged to sign the protocols. The client receives a copy of the final protocol.
4	This examination serves to collect veterinary findings and not to determine defects in the legal sense. The Findings and evaluation represent a medical snapshot for the time of the examination. Information on the horse's history is absolutely necessary, which is the subject of the protocol as an „owner's declaration“. Information about the development of findings can not be made. Within the scope of the study, no definitive statement can be made about environment-dependent and seasonal diseases (e.g. chronic bronchitis, summer eczema, allergies). This also applies to special diseases of the upper respiratory tract, which only occur under heavy exertion. An examination of behavioral peculiarities such as e.g. biting, head shaking and weaving as well as findings that only occur during use (riding, driving, etc.) are not included in the order.
5	The following recommendations apply to the location of the examination: Quiet and undisturbed surroundings, well-lit examination area, largely darkened room for the eye examination, evenly level and hard demonstration track at least 30 m long, even circle with a non-slip floor and 10-15 m in diameter, lunging area or Riding arena with soft ground.
6	The examination corresponds to the established examination standard. More and/or additional examinations are possible. This means that any findings that are unclear and/or that go beyond what can be recorded by default can be collected. This involves additional work and the customer decides on a case-by-case basis whether and with which tests he would like to supplement the order. He can ask the vet for advice on this. The examination for (undesirable) pregnancy of mares who are examined as riding horses are not included in the order.
7	This examination is not part of a curative treatment; necessary measures may involve risks for the horse (e.g. injuries or risks with sedation, pupil dilation, blood sampling, removal of horseshoes). Waiting times must be observed if medication is used during the examination.
8	A full examination of the hooves can only be done after removing the horseshoes. In some cases there are reasons for leaving the fitting. In this case, the client refrains from removing the horseshoes, knowing that the information is limited.
9	The findings are interpreted to the best of the veterinarian's knowledge and reflect his personal opinion. Statements on the future development of individual findings, the state of health, the fitness and usability of the horse are not possible. After a serious finding has been made, the pre-purchase examination is usually terminated by the veterinarian. The client can decide to commission the veterinarian to carry out special diagnostic steps outside of this examination contract for further clarification or, if necessary, to commission a new examination at a later date.
10	The assessment can only lead to a correct result if the horse is not under the influence of medication. It is therefore recommended to have a sample taken for laboratory evidence of a possible medication. The client decides how the sample is to be taken and examined and should obtain information about this from the veterinarian.
11	The X-ray examination includes 18 exposures as part of this examination. These are overview projections, which have only limited validity in the area of the navicular bone and fetlock. Next and/or additional X-rays allow a more detailed assessment. It is also true that statements about the possible development and the future significance of X-ray findings cannot be made. It is recommended to remove the horseshoes for X-rays of the forelimbs. The X-ray assessment is a supplementary examination. Its result should be seen in connection with the result of the clinical examination in the final assessment of the horse. The x-rays taken are the property of the veterinarian and are subject to copyright protection. He is not obliged to hand it over, unless something else has been expressly agreed.
12	The veterinarian undertakes to maintain secrecy towards third parties about the knowledge gained in connection with the examination. If the client expressly allows it, he is entitled to third parties (e.g. owners, trainers, riders, agents, buyer and/or seller of the horse) to provide information. Otherwise, the protocol serves exclusively to inform the client and, if applicable, other persons named in the investigation protocol. The submission of the protocol and the picture documents to other people is only permitted with the consent of the veterinarian. In this respect, as a precautionary measure, it is pointed out that this also Protocol is subject to the copyright of the veterinarian and the right of use remains solely with the veterinarian. Use without the consent of the vet triggers claims for damages.
13	The liability of the veterinarian and/or his vicarious agents exists only towards the customer and, if applicable, in the contract named third parties and is based on grossly negligent or intentional breaches of duty by the veterinarian and/or a vicarious agent. This does not apply to personal injury and the violation of any essential obligations of the inspection contract.

GENERAL TERMS AND CONDITIONS

14	The veterinarian can refuse an examination of horses above an amount to be determined separately. The contracting parties can negotiate a limitation of liability and document it in the client's declaration if the declared value of the horse is above the liability limit specified by the veterinarian.
15	Claims by the client or a third party included in the scope of protection of the investigation contract and recorded in the protocol become statute-barred one year after the end of the year in which the claim arose and the claimant became aware of the circumstances giving rise to the claim and the person of the opponent or would have known without gross negligence must obtain, at the latest after 5 years. The exemption from the statute of limitations does not apply to damages resulting from breaches of duty that the veterinarian and / or his vicarious agent through gross negligence or willful misconduct, as well as for personal injury and breaches of any essential obligations of the inspection contract.
16	The remuneration of the veterinarian for the clinical examination is based on the examination effort and the value of the examined horse. The veterinarian points out to the client that the remuneration may deviate from the statutory GOT fees. The GOT does not know the facts of this investigation, but points out individual allowances. As far as more and / or additional examinations have been commissioned, the remuneration of the veterinarian is based on the applicable fee schedule for veterinarians (GOT).
17	Should a passage of this contract be wholly or partially ineffective, the rest of the contract shall remain in effect.

SIGNATURE

Place date:	
Signature of client:	