

Contract for the Inspection of a Horse

I (name, date of birth, address and telephone number/fax/email of the client),

hereby commission the Equine Clinic Wolfesing (Wolfesing 12, D-85604 Zorneding, Germany) to perform the following examinations on the horse described here:

Name: _____ **Life no:** _____

Chip-no: _____ **Birth date:** _____

Sex: _____ **Race:** _____ **Colour:** _____

Value of the horse: _____ Euro /USD

Adress of the stable: _____

General Examination:

- 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: € 290,-

Radiographic Examination for 10 or more images: € 34,- per image

- standard (18 images: hoof 90°, oxspring view of navicular bones, lateromedial view of the front and hind toe (90°), tarsal joint 0°, 45°, 135°, stifle 90°, 180°)
 Extended standard (standard + anterioposterior view of the four fetlocks, back)
 Other (carpus, elbow, shoulder): please underline the joint requested and specify which views should be taken

Special Examinations:

- Bronchoscopy € 106,-
 Bronchoscopy with video endoscopy € 165,-
 Laryngoscopy € 98,-
 Sonography (ultrasound) tendon € 64,- per limb
 Sonography (ultrasound) knee - basic € 69,- per limb
 Sonography (ultrasound) knee - including small dorsal ligaments € 98,- per limb
 Gastrosocopy € 235,-
 Scintigraphy, Computed Tomography ca. € 750,- to 1.100,-
 Others

Blood Tests:

- Frozen blood, including storage (6 months) € 36,-
 General blood profile, screening € 59,-
 General blood profile, large screening € 95,-
 Infectious diseases (EHV, EVA, Borreliosis, Leptospirosis) ca. € 40,- ea.
 Anti-doping test (NSAID-Screening, Cortisol, Sedatives) ca. € 300,-
 Others, as requested

All prices plus legal value added tax (19%) and travel costs incurred (€ 1 per kilometer driven). 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 Contractual 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.
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.
6. The liability of the veterinarian is according to legal regulations. It applies to the relationship with the client and, when applicable, to a third party or parties specified by the contract. 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. 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. Any claims of the client, or third party included in the protective scope of this contract, arising from the contractual relationship shall expire by limitation one year after the commencement of the contract, and at the latest upon expiry of five years after the commencement of examination. The liability of the veterinarian is limited in scope to the amount equal to the value of the horse, with a maximum value of € 50.000,00. The actual value of the horse is _____ Euro/USD. 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.
7. 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).
8. 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 he is authorized by the client to provide all information necessary for the examination and 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