

Vertrag über die Untersuchung eines Pferdes (English version)



**Universitätsklinik für Pferde
der Vetmed Uni Wien**

Österreichische Tierärztekammer

Vereinigung Österreichischer Pferdetierärzte

A G R E E M E N T

regarding the medical examination of a horse

1. Parties

The sole and exclusive parties to this agreement (hereinafter the “**Agreement**”) are the individuals / entities as set forth in this Section 1 (hereinafter the “**Parties**”, each and individually a “**Party**”):

Assigning / authorizing party (hereinafter the “Client”):

Name / Company _____
Address _____
Zip-code, Place _____
Date of birth / Company reg. no. _____
Occupation _____
Phone _____
Fax _____
E-mail _____

The Client shall provide any information and make any statement in this Agreement truthfully and to his best knowledge; the medical examination is carried out on behalf of the Client in his own name and on his own account as

- Purchaser Seller
 Private Dealer Breeder Professional Rider Trainer

The Client will not attend the medical examination in person but has rather authorized

Mr/Mrs _____
from _____

to represent the Client without limitation and to take any and all actions, including the right to decide whether additional medical examinations shall be carried out or not.

Assigned party / engaged veterinarian / clinic (hereinafter the “Vet”):

Name / Company _____
Address _____
Zip-code, Place _____
Phone _____
Fax _____
E-mail _____

2. Terms and Conditions:

Article 1 - Subject

The Client hereby assigns/engages the Vet to conduct the medical examination and to complete the medical examination report (page 10 to 16; hereinafter the "Report") according to the examination assignment (page 9) with respect to the horse specified in this Agreement (hereinafter the "Horse"). The Report constitutes an integrated part of this Agreement. The Report sets forth the current physical constitution of the Horse at the time of the medical examination, which has been conducted to the best knowledge of the Vet according to article 19 of the Austrian Veterinarian Act (Tierärztegesetz). Any and all medical examinations exceeding the scope of the Report shall be explicitly engaged / assigned in writing in order to be valid and legally binding.

Article 2 – Effective Date

The Agreement becomes effective upon the Parties' signature or upon express written confirmation by the Vet (e.g. via email, WhatsApp or any other form of electronic communication allowing identification of the sender) in case the Client has orally assigned the medical examination. At all events, any examination is conducted only under the assumption that the terms and conditions of this Agreement shall apply.

Article 3 – Consent

(1) The Client and/or his representatives have sole and unrestricted power of disposal (unbeschränkte Verfügungsberechtigung) and have good and valid title to the Horse and hereby explicitly agree to the medical examination of the Horse. The Client shall fully indemnify the Vet in case of any respective third-party claims.

(2) The Client and/or his representatives have fully read and understood this Agreement and have fully understood any and all risks associated with the medical examination as emphasized in more detail by the Vet in the course of the pre-examination discussion (mündliches Aufklärungsgespräch).

Article 4 – Cooperation Obligations

(1) The Client and/or his representatives shall answer any and all requests for information by the Vet truthfully and to their best knowledge and shall procure/provide any necessary information from third parties.

(2) In case the medical examination is not conducted on the premises of the Vet, the Client shall provide an adequate environment/facility for the medical examination. The Client shall cooperate with and support the Vet to the extent best possible.

(3) The Client shall immediately inform the Vet as to any specific characteristics of the Horse (e.g. aggressiveness, influence of medication). Otherwise the Client shall be liable for any damage to the detriment of the Vet or any third party.

Article 5 – Third Parties

The Client is not entitled to share the Report with any third party without prior written consent of the Vet. Third parties are neither entitled to bring claims against the Vet nor to derive any rights out of or in connection with the Report. The Report does not include any representations as to the Horse's physical constitution within the meaning of the Austrian statutory warranty law (Gewährleistungsrecht). The Client shall inform third parties as to the obligations under this Agreement and shall fully indemnify the Vet with respect to any third-party claims.

Article 6 – Samples, X-Ray-Images and Records

Any samples, x-ray-images and/or records shall become or remain the Vet's (intellectual) property if not explicitly dedicated for the Client's disposal. The Client shall not modify, copy, disseminate, disclose, forward and/or sell any information and other content, documents, x-ray-images and/or records in connection with the medical examination.

Article 7 – Fees

(1) The fees as set forth in this Agreement (hereinafter the "Fees") shall become due and payable immediately prior to the handover of the Report to the Client. The Vet is not obliged to provide any results and/or records until the Fees are fully settled and such results and/or records remain the Vet's property until complete payment.

(2) Default interest of 12% shall apply in case of late payment. The Client shall fully indemnify the Vet as to any actual cost and/or expenses caused by the delay and/or default in payment including any and all legal expenses, reasonable attorneys' fees (both judicial and extra-judicial), dunning charges and collection expenses (according to the respective regulation by the Austrian Ministry of Economics, BGBl 141/96).

Article 8 – Withdrawal

The Vet is entitled to withdraw from the Agreement in case the Client does not comply with his cooperation obligations according to article 4 or is in breach of a substantial provision of this Agreement and does not – upon first request by the Vet or his representatives – cure such breach immediately. Such withdrawal does not affect any claims for outstanding fees and/or compensation.

Article 9 – Liability

(1) Any medical reports and statements provided by the Client (and/or his representatives) are reviewed by the Vet as to their conclusiveness only (Schlüssigkeitsprüfung). The Vet shall be liable for any damage caused by any inaccuracy of such medical reports or statements only in case the inaccuracy was obvious.

(2) In the event of the Vet's liability under the Austrian statutory warranty law (Gewährleistungsrecht) (e.g. due to poor quality of x-ray-images) the Client shall give a written notice to the Vet describing the defect (Mangel) in reasonable detail. The Vet shall remedy the defect within 30 days to the effect that the status prevails which would have applied hadn't the defect occurred (Verbesserung). In case the Vet is not able to remedy the defect within 30 days or in case a defect is incurable (at least during such time period) the Client is entitled to claim for any other remedies under Austrian statutory warranty law (sonstige Gewährleistungsbehelfe) and/or to claim for compensation (Schadenersatz).

(3) Except in cases of personal damage, any claims for compensation of the Client and/or of any third party shall be excluded in cases of slight negligence by the Vet and provided that the respective damage is due to poor examination conditions, insufficient energy supply (which may adversely influence the quality of x-ray-images and medical results), inadequate hygiene and/or stable equipment.

(4) To the extent permitted by law the Vet's liability shall be capped at a total amount equivalent to the value of the Horse as stated in this Agreement. Insurance coverage may only be provided by the Vet corresponding to such value of the Horse. Any liability in excess of this threshold – on whatever legal ground – shall be expressly excluded.

(5) Any liability to third parties is expressly excluded. Third parties may not derive any rights and/or claims from the Report.

(6) The Client shall remain the owner of the Horse (Pferdehalter) at all times even during the medical examination. Any damages caused by the Horse shall be fully compensated by the Client. In particular the Client shall fully indemnify the Vet.

(7) Any demonstration and/or riding of the Horse prior to or during the course of the medical examination are at the Client's own request and risk. The Client shall be responsible for appropriate equipment (regarding himself and the Horse) during such ride. Any damages out of or in connection with such ride shall be borne by the Client who shall fully indemnify the Vet in this context.

(8) Any assistance during the medical examination of the Horse by the Client is provided at the Client's own request and risk. The Vet shall not become liable for any damage occurred in the course of such assistance.

(9) Special provisions applicable for entrepreneurs (Unternehmer):

(9.1) The Client shall notify the Vet of any defect (Mangel) and any consequential damage (Schaden) immediately upon knowledge and without undue delay, otherwise the Vet shall not become liable for such defect or damage.

(9.2) Claims for remedy and compensation of the Client and/or third parties being entrepreneurs shall become time barred and forfeited in case the Client and/or the third party does not file for legal action within 6 months upon knowledge of the respective defect and/or damage.

(9.3) Any liability of the Vet for lost profits, consequential damages and/or third-party claims shall be excluded except in the event of severe gross negligence or willful misconduct.

Article 10 – Non Disclosure and Data Privacy

(1) The Vet is sworn to secrecy according to article 23 of the Austrian Veterinarian Act (Tierärztegesetz). Only the Client may release the Vet from such secrecy.

(2) The Client explicitly consents that the Vet may process his personal data provided under this Agreement. Any personal data is merely processed in order to fulfill the obligations under the Client’s assignment and to record any medical results. No personal data is disclosed or shared with third parties. The Vet hereby guarantees that the European principles for processing personal data are complied with. The Client has the right to revoke his consent at any time. Furthermore, the Client has the right to request information as to what personal data is processed. In case the processed data is incomplete and/or incorrect the Client has the right to request correction and/or completion of his personal data.

Article 11 – Formal Requirements

Oral subsidiary agreements do not exist. This Agreement may not be amended or modified, except in writing duly and validly executed by both Parties. The compliance with this provision may only be waived in writing.

Article 12 – Applicable Law, Place of Jurisdiction

(1) This Agreement shall be governed by and construed in accordance with the laws of Austria except for any conflict of law provisions referring to foreign law.

(2) To the extent permitted by law any and all disputes arising out of or in connection with this Agreement shall be exclusively settled in front of the competent courts at the Vet’s place of residence (allgemeiner Gerichtsstand des Tierarztes, Sitz bzw Wohnort). With regard to any legal action against consumers (Verbraucher) article 14 of the Austrian Consumer Act (Konsumentenschutzgesetz) shall apply. In such case any legal action shall be brought before the competent courts at the residence of the consumer.

3. Purpose of the Medical Examination

1. purchase

2. sale

2a general assessment of the Horse’s physical constitution according to the Report

2b medical results may be shared with the prospective purchaser, Mr/Mrs: _____

4. Declaration of the Client

(If necessary relevant information must be procured from third parties according to section 2 article 4 of this Agreement!)

Horse

according to the FEI/Equid -Passport with number: _____

Name _____

Sex _____

Breed _____

Brand _____

Age _____

Colour _____

UELN _____

Transponder-Nbr. _____

Declared as food-animal: Yes No

Signs

Duration of ownership of seller:

_____ days _____ weeks _____ months _____ years

Discipline/education:

- Leisure Sport
 Dressage Showjumping 3-day-event
 other _____

Level/class:

- raw broken in educated/trained
 A L M S

Current state of use:

- Competition Training Rest
 Pasture Breeding

Has the horse been stabled during the last week before the examination?

unknown no yes _____

Medication within the last 6 weeks?

unknown no yes _____

Previous lameness?

unknown no yes _____

Are x-rays or other previous findings (e.g. ultrasound,...) existing?

unknown no yes _____

Previous diseases?

unknown no yes _____

Previous surgeries?

unknown no yes _____

Vices (Crib biting, wind sucking, etc.):

unknown no yes _____

Seasonal diseases (e.g. summer itch):

unknown no yes _____

Husbandry Stable Stable + Pasture Open stable Pasture

Food unknown Hay dry dampened

Silage Oats Pellets horse muesli

other _____

Bedding unknown Straw Shavings Turf

other _____

Vaccinations unknown Influenza Herpes Tetanus

Rabies other _____

Last shoeing unknown on _____

Last deworming unknown on _____

Purchase price / value of the horse _____

Intended use of horse _____

The purchaser, Mr./Mrs.: _____ - hereby guarantees that the details and information regarding the Horse (article 4) stated in this section are correct and complete.

The owner, Mr./Mrs.: _____ - hereby guarantees that the details and information regarding the Horse (article 4) stated in this section are correct and complete.

....., on

Signature

5. Informed Consent, Risks of the Medical Examination

The medical examination serves the purpose of determining the current physical constitution of the Horse and to identify any potential disease or illness that may be derived from the examined parameters. The medical examination is only a diagnostic snapshot and does not represent a certain status of health. A horse is a living organism and its physical constitution may change at any time and from day to day. The development of particular medical results cannot be predicted. The results of the examination do not label the Horse as “healthy” or “ill” and do not grade the Horse’s state of health.

The medical examination is comprised of sections I to III of the Report. This approach strikes a balance between a reasonable diagnostic and financial effort. Additional examinations may increase the diagnostic options but are linked with additional costs and efforts. The Client and/or his representatives shall decide after prior consultation of the Vet in each individual case whether additional and particular examinations shall be carried out or not.

The x-ray-examination as described in Section IV of the Report is of general nature with limited validity only. Additional x-ray-images may allow a more specific diagnostic analysis of the individual joints. Such additional x-ray-examinations will incur additional costs. For “Oxspring” shots usually the horseshoes have to be removed. The Vet has informed the Client as to the consequences if the horseshoes are not removed, in particular with respect to a poor quality of the x-ray-images due to scattered radiation and/or conditions covered by the horseshoes. Any x-ray-examination is an ancillary examination and must be understood in connection with the clinical findings. X-ray-images are a diagnostic snapshot only and do not allow any assumptions as to future developments.

The Vet hereby informs the Client about typical risks of the medical examination:

These are risks that might occur even if the medical examination is carried out professionally and that usually do not come into a layman’s mind. The Vet does not inform about risks that are commonly known (e.g. x-rays are not healthy; every anesthesia carries a certain risk).

Typical risks in the course of the medical examination are: panic reactions of the Horse and any damage caused thereby; toppling and falling of the Horse; injuries during lunging and riding the Horse on soft and/or hard ground; allergies and circulatory shock including infections and thrombosis of any kind due to injections and blood drawings. An endoscopy according to section IV of the Report (“Special Examinations”) may lead to injuries of the respiratory tract.

The following diseases or behavioral disorders typically require special examinations or acute symptoms in order to be diagnosed: allergies, summer itch, DDSP, crib biting, weaving, etc.

The Client hereby explicitly confirms that he has been informed by the Vet as to the risks of the medical examination and that he has read, understood and accepted the terms and conditions (article 1 to 12) and the information sheet.

....., on

Client's Signature

Assignment and Fees

clinical examination (sections I to III)

standard x-ray-examination

additional x- ray examination:

stifle (lat. med.)

other _____

stifle a.p.

back (Sattellage)

endoscopy of the upper airways

Additional examinations:

blood laboratory analysis

requested

not requested

drug testing (blood)

requested

not requested

other _____

This medical examination according to the Client's assignment is a diagnostic snapshot at the time of the examination only and does not constitute a "health guarantee". Specific information as to future developments of individual examination results cannot be provided. The recognizability of any seasonal diseases and/or behavioral disorders depends on the respective season of the year and on the horse's behavior during the examination. Therefore, it might not be possible to diagnose such seasonal diseases and/or behavioral disorders in the course of the examination.

Cap on the Vet's liability: EUR _____

Fee (net) € _____

+ 20% VAT € _____

Total Fee € _____

I have read and understood this Agreement, in particular the information on risks associated with the examination and I expressly agree herewith. I have made any statement herein to my best knowledge. I hereby expressly agree to all examination interventions and procedures, including blood drawing, sedation and the removal of the horseshoes for the x-ray-examination. I have been duly informed of the typical risks of the examination.

Place and Date

Client's signature

Place and Date

Vet's signature

Examination Report

Date and place of examination: _____

Persons participating: _____

Conditions of examination according to article 4: sufficient not sufficient:

I. Clinical examination

(hereafter: w.s.f. = without significant finding)

Grooming condition w.s.f. _____

Nutritional condition w.s.f. _____

Skin and hair coat w.s.f. _____

Noticeable scars no yes _____

Skin tumors no yes _____

Body temperature _____ °C _____

Pulse Quality w.s.f. _____

Rate _____ / min _____

Respiration Quality w.s.f. Inspiratory deficiency Expiratory deficiency

Rate _____ / min _____

Conjunctivae w.s.f. _____

Mandibular lymph nodes w.s.f. _____

Upper neck area w.s.f. _____

Jugular veins w.s.f. _____

Nasal discharge no yes _____

Nasal mucous membrane w.s.f. _____

Pinna (adspection) w.s.f. _____

Seasonal diseases detectable no yes _____

Oral cavity, Teeth (as far as possible without speculum and sedation)

Adspection and external palpation w.s.f. _____

Mucous membranes, incisivi, bars, tongue w.s.f. _____

Jaw position w.s.f. _____

Respiratory system

Coughing(spontaneous) no yes _____

Coughing (inducible) w.s.f. _____

Lung auscultation w.s.f. _____

Forced inspiration w.s.f. _____

Heart (Auscultation) w.s.f. _____

General behavior w.s.f. _____

Vices no yes _____

during the examination _____

Nervous system

Signs of neurological disorders during examination no yes _____

Eyes w.s.f. Mydriasis: no yes

Signs of disease of conjunctiva, cornea, anterior chamber, iris, lens, vitreous body, ocular fundus and adnexa _____

Externally visible reproductive organs (adspection and – if suspicious - palpation)

w.s.f. _____

Faeces (consistency) w.s.f. _____

Blood sample (drug testing) immediate examination client does not wish drug testing

Laboratory: _____

II. Examination of the musculoskeletal system

Inspection and palpation of neck and back

w.s.f. _____

Picking up legs

w.s.f. _____

Shoeing: _____

Inspection and palpation of the limbs

Conformation, hoof (shape, horn condition, examination with hoof tester), coronet, fetlock (including examination of suspicious scars in the pastern area), fetlock joint, tendons, cannon bone, splint bones, carpus, forearm, elbow, upper arm, shoulder; tarsus, lower leg, stifle, thigh, hip joint, pelvis.

Left front _____

Right front _____

Left hind _____

Right hind _____

Examination in walk and trot by the hand - on straight line - on hard and even ground

w.s.f. _____

Provokationsproben

Turning pain no yes _____

Flexion tests (negative; positive: slightly(+), moderate (++), severe (+++))

Left front <input type="checkbox"/> neg <input type="checkbox"/> pos _____	Left hind <input type="checkbox"/> neg <input type="checkbox"/> pos _____
Right front <input type="checkbox"/> neg <input type="checkbox"/> pos _____	Right hind <input type="checkbox"/> neg <input type="checkbox"/> pos _____

III. Examination of heart, respiratory system and musculoskeletal system during and after exercise (until onset of enforced breathing)

longing ridden others
 Gait abnormalities, lameness no yes increasing decreasing consistent
 (during load) _____

Abnormal respiratory sounds no inspiratory expiratory

Difficulties of breathing no yes _____

Coughing no yes _____

Nasal discharge no yes left right both sides

Auscultation of heart w.s.f. _____

Auscultation of lung w.s.f. _____

Pulse and respiratory rate after exercise

trot gallop longe ridden others

	Rest	Immediately after exercise	after min	after min
Pulse rate				
Resp. rate				

IV. Special examinations

Radiographic examination

Standard

Toe Left front w.s.f.

(0°, Oxspring)

Right front w.s.f.

Toe Left front w.s.f.

(90°, Overview)

Right front w.s.f.

Left hind w.s.f.

Right hind w.s.f.

Tarsus Left hind w.s.f.
(0-70°), (90-115°)

Tarsus Right hind w.s.f.
(0-70°), (90-115°)

Additional radiographs

Stifle left lat.med. w.s.f.

Stifle left p.-a. w.s.f.

Stifle right lat.med. w.s.f.

Stifle right p.-a. w.s.f.

Back w.s.f.
(Dorsal spinous processes)

Others:

w.s.f.

w.s.f.

w.s.f.

V. Special examinations beyond the standard protocol

Endoscopy of the upper respiratory system

w.s.f. _____

Laboratory tests

Rectal examination

w.s.f. _____

Other examinations

_____ w.s.f. _____

_____ w.s.f. _____

Examination on the longe: soft ground hard ground not tied up tied up

no yes _____

Examination under tack

no yes _____

On the base of the reported findings, the client (after consultation with the examining veterinarian) requests further examinations or referral for further examination

no yes _____

From a veterinary point of view and according to the conditions as set forth in this report the horse _____ does not appear unsuitable for the intended use; a definite individual prognosis is, however, not possible.

Special remarks:

The client confirms that he/she has been comprehensively informed about the potential consequences resulting from the conditions reported above.

Place

Client / authorized representative

Date

Veterinarian/ Veterinary Clinic