

Agreement to Treat an Animal

Between the **client**

(First name, surname (Company))

(Street, house no.)

((Mobile)phone, if avail. fax)

- ☐ as **animal keeper** and/or
☐ commercial breeder/trader

(hereinafter the “**client**”)

represented by: **Authorised representative of the client**

(First name, surname (Company))

(Street, house no.)

((Mobile)phone, if avail. fax)

ID _____

☐ **adult** ☐ **still juvenile**
(Information on the recording of the consent requirement)

(Post code, city)

(Email)

☐ **owner** of the horse being admitted

☐ **VAT:** _____

and

the Pferdeklinik Meerbusch GmbH, represented by the Managing Directors U. Zehl, J.-C. Merkt und H. van Gemmeren (hereinafter “**Pferdeklinik Meerbusch**”) and collectively the (“**contracting parties**”).

I. ADMITTANCE CERTIFICATE

The patient

ID _____

Name: _____

Stock: _____

Breed: _____ Colour: _____ Gender: _____

Date of birth/age: _____ “Chip”: _____

Life/passport no.: | | | | | | | | | | | | | | | | | |

(Hereinafter “**admitted animal**”)

Admittance: _____ . _____ . _____ , _____ : _____
(Date, time; the “**time of admittance**”)

☐ as **inpatient**

Reason for admittance: _____

(Treatment and/or inpatient admittance, foreseen procedure(s) / operation / treatment)

General veterinarian/referring veterinarian: _____

(Address)

Notification of general veterinarian desired: ☐ No ☐ Yes

Pre-existing conditions/operations: ☐ No ☐ Yes _____

Medicinal prior treatment: ☐ No ☐ Yes _____

Vaccination status ☐ Tetanus (__ / __) ☐ Influenza (__ / __) ☐ Herpes (__ / __)
(Date: month/year)

FEI/horse passport/pet passport available: ☐ No ☐ Yes with entry:
☐ For slaughter ☐ Not for slaughter

Feed/dietary intolerances: ☐ No ☐ Yes _____

(Behavioural) abnormalities to be observed: ☐ No ☐ Yes _____

Pet owner liability: ☐ No ☐ Yes, with _____
Insurance number: _____

Medical insurance: ☐ No ☐ Yes, with _____
Insurance number: _____

Operation insurance: ☐ No ☐ Yes, with _____
Insurance number: _____

Accessories brought: ☐ No ☐ Yes _____

Pasture/paddock use: ☐ No ☐ Yes _____

Other declarations by the client: _____

Important - emergency contact: ☐ (Mobile) telephone see above ☐ Other number _____

(Name/address))

II. GENERAL TERMS AND CONDITIONS FOR THE OUTPATIENT AND INPATIENT TREATMENT OF AN ANIMAL

1. Agreement, Scope of Services and Costs of Treatment

1.1. Admission for Outpatient or Inpatient Examination/Treatment

The examination/treatment of the admitted animal will be carried out on an outpatient basis or as part of an inpatient admission based on the reason for posting communicated by the client and noted on the admission slip at the time of posting. In the outpatient area of the driving practice, the examination/treatment also takes place on the basis of the reason given by the client for placing the order. The client is aware and conscious of the fact that the need for inpatient admission can arise or be indicated in the course of every outpatient examination/treatment.

In urgent cases, hospitalisation can take place at any time of the day or night as an emergency room.

The Pferdeklinik Meerbusch is entitled to accommodate the admitted animal in other ways, i.e. away from the clinic area, provided this appears sensible for veterinary (e.g. infectious diseases or similar) or operational reasons (e.g. delay of the client with the collection) allow.

1.2. Start and End of the Examination/Treatment

The examination/treatment of the animal presented for examination/treatment purposes begins with the commencement of veterinary examination/treatment measures (whether on an outpatient or inpatient basis). Basically, you must register beforehand by submitting the fully completed and signed admission slip after the animal to be examined / treated has been delivered / presented.

The treatment ends at the time the animal is taken over by the client or a person authorised by him to take delivery and the veterinarian in charge dismisses it. The clinic informs the client that the animal is ready for discharge. After notification that the animal is ready for discharge, the treated animal must be picked up / allowed to be picked up by the client immediately. The collection must take place within a maximum of 48 hours.

1.3. Scope of Treatment

- a. The commissioned scope of treatment is determined according to the reason for posting documented in the admission slip, taking into account the information noted by the client in the admission slip/ anamnesis sheet and the further examination or treatment measures subsequently deemed necessary by the veterinarian during the course of treatment (outpatient or inpatient) and agreed with the client. Irrespective of the examination and treatment measures agreed with the client, their scope is determined by what is required under veterinary medicine and animal welfare law (e.g. emergency measures).
- b. The client is aware and conscious of the fact that care of the admitted animal that exceeds what is necessary for therapeutic treatment is not part of the contract and is therefore not owed by the Pferdeklinik Meerbusch.

1.4. Treatment Costs

- a. The costs of the treatment are based on the outpatient and/or inpatient veterinary services provided within the framework of the (medical treatment) order placed.
- b. Depending on the type of veterinary services to be provided, these are billed in accordance with the fee schedule for veterinarians (GOT) in the version applicable at the time of posting or on the basis of individual fees and costs ("treatment prices"), in particular if the GOT does not have any provisions for veterinary services to be provided contains.

- c. Costs for medication and treatment and / or surgical material are also treatment costs within the meaning of these contractual conditions and are billed as such by the Pferdeklinik Meerbusch. All other services provided by the Pferdeklinik Meerbusch with admittance of the animal as part of inpatient admission, such as feed, storage and farrier costs also count as treatment costs.

For every commenced day of the admittance - whereby the day begins at 8:00 a.m. - the daily rate will be invoiced.

- d. All treatment costs stated in advance at the time of posting can only represent an estimate and are fundamentally not conclusive, since the course of treatment and the veterinary measures to be taken in the course of it can only be foreseen in the rarest of cases.

1.5. Due Date and Payment of Treatment Costs

- a. The treatment costs are to be settled immediately after invoicing and basically before the animal is collected in cash or by the cashless forms of payment offered by the Pferdeklinik Meerbusch. The client remains the sole debtor of all treatment costs vis-à-vis the Pferdeklinik Meerbusch even if under "III. Declarations by the client" a different invoice recipient has been specified, unless the different invoice recipient specified by the client joins the client's debt by means of a written declaration from the Pferdeklinik Meerbusch.
- b. Insofar as insurance cover is provided by the insurance provider(s) named in the admission certificate, the client hereby irrevocably assigns his payment claims against the insurance company under the relevant insurance conditions (see admission certificate) in the event of an insured event to the Pferdeklinik Meerbusch accepting this assignment and authorises the insurance company to make the payment directly to the Pferdeklinik Meerbusch on production of an invoice. This irrevocable assignment is made on account of performance, so that the client remains the debtor insofar as the insurance company pays no or only partial payment.
- c. The Pferdeklinik Meerbusch is entitled at any time to demand reasonable down payments or advance payments from the client, in particular if the admitted animal to stay in clinic for a longer period of time and/or if the treatment costs are high.
- d. The Pferdeklinik Meerbusch expressly points out to the client that the occurrence and due date of the treatment costs do not depend on the success of an examination or treatment. Fees for treatments and operations are particularly owed by the client for payment if they are unsuccessful or if the animal dies.

2. Animal Welfare / Euthanasia / Loss of Insurance Cover

- a. The Pferdeklinik Meerbusch is entitled, subject to instructions to the contrary and given by the client in the specific case, to carry out all necessary veterinary treatments - even if these go beyond the scope of services initially agreed upon delivery - without renewed express approval of the client, insofar as this is to achieve the treatment goal and preservation of animal welfare is beneficial/necessary. This applies in particular to the case of animal welfare law requiring euthanasia of the admitted animal without any alternative (e.g. in the case of incurable diseases and/or if further treatment measures do not promise success and the animal should be spared longer agony), as well as in the case of imminent danger (e.g. for animals that are dangerous to the public).
- b. If possible in each individual case, the Pferdeklinik Meerbusch will inform the client of the development of the disease and advise him in advance about further measures.

- c. In the case of euthanasia/emergency killing, the Pferdeklinik Meerbusch expressly points out that the insurance cover of the animal life/uselessness insurance taken out by the client is at risk/ may be lost, unless the client first obtains the consent of the insurance company for euthanasia/emergency killing, which regularly is only granted if the animal's state of suffering cannot be remedied by proven veterinary treatment methods and the death of the animal can be expected with certainty as a result of the state of suffering.
 - d. Insofar as an emergency or sickness-related slaughter of the animal is indicated by veterinary medicine in individual cases, the nearest emergency slaughterhouse will be used > unless the client has specified otherwise in writing in advance (e.g. cremation) < and the proceeds will be collected by the Pferdeklinik Meerbusch on behalf of the client. The client has to bear the costs of removal of carcasses. The Pferdeklinik Meerbusch is entitled to offset any proceeds from the sale of the carcass against its own claims for remuneration.
- 3. Surrender of the Admitted Animal and Lien or Exploitation Right of the Pferdeklinik Meerbusch
 - a. The animal is surrendered to the client or person appointed by him to collect the animal, subject to a different agreement in individual cases, only after payment of all open invoice items, submission of the admission slip and at a time expressly communicated beforehand by the clinic together with the request for collection. The Pferdeklinik Meerbusch is not obliged to check a further legitimation of the person collecting the goods.
 - b. If the animal has still not been picked up two weeks after the date communicated for collection, the Pferdeklinik Meerbusch is entitled, after prior notification to the client and with reasonable consideration of the total costs incurred as well as the value of the animal, to withdraw its outstanding claims from the (deposit) recovery of the admitted animal.
 - c. The Pferdeklinik Meerbusch is granted a right of lien in accordance with the German Civil Code (Sections 1204 et seq. of the German Civil Code on the admitted animal and any accessories brought in) by or on behalf of the owner due to any claims due from and in connection with the treatment contract. The Pferdeklinik Meerbusch is entitled to satisfy its outstanding claims - depending on their amount and thus in compliance with the principle of proportionality - from the utilisation of the animal and/or the accessories. Satisfaction takes place in accordance with the provisions of the BGB applicable to lien. The right to sell occurs two weeks after the threat of sale.
- 4. Issuance of Documents and Provision of Information
 - a. The originals of the patient's documents prepared in the Pferdeklinik Meerbusch, in particular the records of laboratory results, examination results and all documents relating to diagnostic imaging (e.g. x-rays), are the property of the Pferdeklinik Meerbusch. In this respect, the client has no claim to the surrender of original documents.

If there is a legal interest, the client is entitled to inspect the treatment documents. Copies of the treatment documents can be made available to the client on request and against reimbursement of the costs incurred.
 - b. The client has to obtain information about the disease and treatment process of the animal independently. Information about the treated animal is solely provided by the treating or on duty veterinarian. Veterinary specialists, animal keepers and administrative staff are prohibited by the Pferdeklinik Meerbusch as their employer from providing relevant information.

5. Rights and Obligations of the Client

5.1. Client's Obligation to Provide Information and Insurance

- a. The client is obliged to completely and truthfully provide all necessary information on the animal to be treated/admitted as well as on other circumstances essential for outpatient or inpatient treatment.
- b. It is also the responsibility of the client to ensure adequate insurance, in particular liability protection, and to provide evidence of the existence of such insurance protection and its scope at the request of the Pferdeklinik Meerbusch (e.g. by notifying the sum insured and submitting the insurance policy).
- c. The client is obliged to inform the Pferdeklinik Meerbusch about third-party property rights to the animal to be treated as well as about vices and other behavioural problems relevant to the treatment, food or medication intolerance, allergies and previous treatments or diseases (in particular the medications of the last six (6) weeks) completely and truthfully.

5.2. Treatment in case of emergency

The client agrees that in the event of a so-called therapy emergency, the admitted animal can also be treated with drugs that are not approved for use in the species and other food-producing animals (Section 56a of the German Medicines Act). He understands that the admitted animal may then not be used for food production and that the status of the drug treatment must be irrevocably entered in the papers as "not for slaughter horse".

5.3. Visiting rights

The visiting times result from the notice or from a message from the Pferdeklinik Meerbusch. Before entering the stables for visiting purposes and before making video and photographic recordings on the premises of the Pferdeklinik Meerbusch, the permission of the veterinarian on duty must be obtained.

6. Limitation of Liability and Reduction of the Statute of Limitations

6.1. Liability

- a. A liability of the Pferdeklinik Meerbusch, its legal representative and/or its vicarious agents towards the client as a contractual partner of the treatment contract is for grossly negligent and wilful breaches of duty by the Pferdeklinik Meerbusch, its legal representative and/or its vicarious agents in connection with the Pferdeklinik Meerbusch performed treatment are limited.

The exclusion of liability does not apply insofar as liability for personal injury is concerned, which is based on an at least negligent breach of duty by the Pferdeklinik Meerbusch, its legal representatives or vicarious agents.

This limitation of liability also does not apply in the event of a breach of duties, the fulfilment of which enables the proper execution of the treatment contract in the first place and on the observance of which the client can rely, such as the duty of the veterinarian to be careful and in accordance with the knowledge of veterinary medicine Treatment of entrusted animals (essential main contractual obligations).

- b. Between the client and the Pferdeklinik Meerbusch, the liability of the Pferdeklinik Meerbusch, its legal representative and/or its vicarious agents for claims for damages due to

a culpable breach of duty of the treatment contract for cases of negligently caused property and financial damage is limited to an amount per claim of EUR 500,000.00 limited.

- c. The liability of the Pferdeklinik Meerbusch, its legal representative and/or its vicarious agents for negligently caused property and financial damage to the client's animal/horse as a result of theft, robbery, fire, lightning, explosion is based on the amount insured for such damaging events per claim of the animal life insurance existing at the clinic for this limited to the amount of EUR 200,000.00.
- d. For damage caused outside the control or area of responsibility of the Pferdeklinik Meerbusch, in particular during transport, loading/unloading and/or the care or movement of the admitted animal during the stay in the Pferdeklinik Meerbusch by the client himself or his assistants, the liability of the Pferdeklinik Meerbusch, its legal representative and/or its vicarious agents is excluded.

6.2. Reduction of the Limitation Period

Claims of the client expire one (1) year after the end of the year in which the claim arose and the client, as the claimant, has gained knowledge of the circumstances giving rise to the claim and the person of the defendant or should have obtained it without gross negligence, but no later than five (5) years after the end of the year in which the claim arose. The relief of the statute of limitations according to Sentence 1 does not apply to damage from breaches of duty which the Pferdeklinik Meerbusch, its legal representatives and/or its vicarious agents have caused either through gross negligence or intent, nor does it apply to liability for damage to human body or health. This relief of the statute of limitations does not apply either if there is a breach of obligations, the fulfilment of which enables the proper execution of the treatment contract in the first place and which the client can rely on, such as the veterinarian's duty of care and performance based on the knowledge of veterinary medicine corresponding to the treatment of entrusted animals (essential main contractual obligations).

7. Use of Image and Video Material

The animal owner agrees that photos and videos taken of the animal during treatment may be used free of charge by the veterinary clinic on its own website, on social media platforms and in print publications. Unless specifically requested, no reference to the animal owner will be made in the publication, in particular the animal owner will not be named or otherwise identifiable. This consent can be restricted or withdrawn by the animal owner at any time for the future; it is otherwise valid indefinitely.

8. Final Provisions

8.1. Invoicing

The client is only entitled to offset against claims of the Pferdeklinik Meerbusch if his own claim is undisputed or has already been legally established. With regard to the assertion of a right of retention, the statutory regulations apply.

8.2. Place of Jurisdiction and Applicable Law

The contracting parties agree to the application of German material and procedural law to the exclusion of the CISG for all disputes arising from or in connection with this agreement on the treatment of the animal. This also applies in the event of a legal dispute. In addition, they agree that the place of business of the Pferdeklinik Meerbusch is the place of jurisdiction.

III. DECLARATION OF THE CLIENT / AUTHORISED REPRESENTATIVE

I have taken note of the above contractual terms and conditions and accept them as relevant for the treatment of the admitted animal.

It is expressly assured that the owner of the horse to be admitted - if not the same person as the client or signatory - has consented to the treatment and thus to all necessary measures of the Pferdeklinik Meerbusch.

☐ I have taken note of the Data Protection Declaration [Datenschutzerklärung - Pferdeklinik Meerbusch](#)

The **FEI/equine passport/pet passport** of the admitted animal was


☐ not retained.

☐ retained and will be handed over upon acceptance of the animal after the end of treatment against presentation of the admission certificate and compensation for all costs at the registration desk.

The signatory of the admission certificate / treatment contract is:

☐ The client ☐ The authorised representative

[Meerbusch], _____
(Date)

 _____
(Signature of the client/ authorised representative)

(Admitting/attending veterinarian)

(Stamp/signature of the clinic)

The following annexes are attached to this agreement (each signed):

☐ Data Protection Declaration

☐ Operation and Anaesthesia Form