

Confirmation of Order of Pre-Purchase Examination

The Client:

Billing address

Phone number: _____ Email address: _____

confirms the order of a pre-purchase examination by Auwald Pferdezentrum GbR, Waldstraße 31, 86517 Wehringen, Germany on the following horse:

Name: _____ Seller: _____

Date of birth: _____ Gender: _____

Coat color: _____ Breed/Branding: _____

UELN: _____ Microchip number: _____

Location: _____

The client agrees to following examinations:

Clinical examination (standardized protocol) 300,- €

Exclusion of obvious defects, determination of the absence of lameness (flexion tests), examination of the heart and circulation at rest and under stress, examination of the eyes and the oral cavity. A complete examination of the hooves can only be carried out after the horseshoes have been removed. No statement can be made about environmental, posture-dependent and seasonal diseases (e.g. chronic bronchitis, sweet itch, allergies, special diseases of the upper respiratory tract and behavioral peculiarities) within the scope of this examination.

18 X-rays (standard projections according to German Equine Radiology Guidelines 2018) 576,- €

The radiographic examination is based on the "Leitfaden bei der Kaufuntersuchung des Pferdes (Röntgenleitfaden)" (Guidelines for the purchase examination of horses [radiographic guidelines]) issued by the German Veterinary Association on January 1, 2018, in particular with regard to the quality and technique of the radiographs and the description of the findings. The standard radiographic examination includes 18 images (standard projections). Not all possible radiographic findings can be captured with standard projections.

10 X-rays (Guidelines 2007) 320,- € 2 X-rays of stifles 64,- €

3 X-rays of back 96,- € 5 X-rays of neck 160,- €

Further desired X-rays: _____ Ultrasound examination per leg 60,- €

left front right front left hind right hind

Blood test (CBC & CMP) 154,70 € Blood preservation in clinic for 6 months 40,- €

Blood test for export to: (Country) _____ Blood preservation stored in lab for 6 months 120,- €
(Bereg-Horse-Kit, tamper-proof)

Further desired examinations: _____

All prices are exclusive of 19% VAT. Costs for additional examinations, any necessary sedation, travel and visitation fees are additional.

The sum insured for the commissioned examination is €25,000. Should the value of the horse exceed this sum, this must be reported by the client in order to arrange an individual liability sum.

We reserve the right to charge a cancellation fee of €100 if the appointment is not canceled in good time (at least 24 hours before the agreed appointment).

The client authorizes the forwarding of the findings, including the protocol and X-ray images, exclusively to the following third parties:

Name, email address

Credit card billing

The client allows his credit card to be charged with the invoice amount of the purchase inspection +4% fees.

Cardholder name

Security number (CVC code)

Card number

Expiration date

Reverse-Charge

For companies abroad, we can issue the invoice without VAT in accordance with Section 13b (2) No. 7 in conjunction with (5) UStG. Please let us know your VAT number and the legal form of your company in advance.

VAT number

Legal form

§1 The client commissions the veterinarian to examine the named horse and to prepare a written report on the state of health of the animal at the time of the examination, which shall include all findings that deviate from the norm. The scope of the examination shall be determined on the basis of this order. The examination options not listed are not part of the contract. The client has been informed that it may not be possible to detect any further deviations from the standard through the examinations commissioned. Further examinations are expressly not desired by the client in knowledge of these circumstances. The examining veterinarian decides on the order of the examination and reserves the right to sedate the horse and remove the horseshoes. Furthermore, if the client is not present, the veterinarian decides whether or not to terminate the examination in the event of a finding.

§2 The veterinarian shall name and explain to the client all findings deviating from the norm at the time of the examination, whereby a prognosis on the development of the findings obtained is not owed. Due to the fact that the horse is an individual living being that is subject to constant changes in constitution and condition, no reliable statement can be made about the future effects of the findings, in particular about the horse's ability to be used for the desired purpose at a later date. A decision to purchase or not to purchase the horse is made solely by the client.

§3 Claims by the client or a named third party in need of protection shall become time-barred at the end of the year in which the claimant became aware of a possible breach of duty by the examining veterinarian, at the latest 5 years after the end of the year in which the claim arose. The reduction of the limitation period shall not apply to damages based on a grossly negligent or intentional breach of duty by the contractor, their legal representative and/or their vicarious agent, nor to damages resulting from injury to life, limb or health based on a negligent breach of duty by the contractor or an intentional or negligent breach of duty by their legal representative or vicarious agent.

§4 The contractor undertakes to maintain confidentiality in relation to third parties regarding the findings obtained in connection with the examinations. Disclosure is only permitted to persons named by the client.

§5 If the client has a claim against a third party due to a defect under sales law in connection with a finding that was not made or was incorrectly recorded in breach of duty, the client is obliged to first make a claim against the third party and inform the contractor. Should he fail to do so in a legally binding manner, any claims arising from a breach of veterinary duty shall remain in force. The limitation period for these claims shall be suspended while claims are being asserted against the third party.

§6 Irrespective of whether the examinations on which this contract is based are carried out in the territory of the Federal Republic of Germany or in another country, the provisions of the Federal Republic of Germany shall apply. The parties agree on the international jurisdiction of the German courts and the applicability of German law in the form of the BGB, the HGB, the ZPO and the GVG. The place of jurisdiction is Augsburg.

§7 The contract is available in German and/or in English translation. In case of doubt, only the German version shall apply.

Should any provision of this contract be invalid in whole or in part, the remainder of the contract shall remain valid.

§8 Other agreements between the parties:

The undersigned declares that he/she agrees to the above conditions and the General Terms and Conditions of Auwald Pferdezentrum GbR.

Place, date

Client signature

Signature of Auwald Pferdezentrum GbR