

General Terms and Conditions EDVC (June 2015)

Article 1 - Definitions

- A. The General Terms and Conditions are defined as all terms and conditions described below.
- B. Veterinary practice Equine Dental and Veterinary Care (hereafter EDVC) stands for veterinarian Theo V.A.F. van Delft, the practice and all persons who are paid or unpaid involved in this practice.
- C. EDVC is a Belgian veterinary practice of which the owner/physical Veterinarian is registered with the Belgian Veterinary Association (Orde der Dierenartsen) under number 5119. Address of practice is: Steenweg op Ravels 285, 2360 Oud-Turnhout, Belgium.
- D. The Client is defined as any person who in any way whatsoever instructs EDVC to conduct examination and/or treatment to an animal. This person may but need not be the (sole) owner of the animal.
- E. The Patient is defined as the by the Client presented animal for examination and/or treatment.
- F. Treatment Agreement stands for the Veterinary Agreement between EDVC and the Client to examine and/or treat the Patient. This also includes the visit to arrive at the location of the Patient.
- G. These General Terms and Conditions apply to all Treatment Agreements between EDVC and the Client.
- H. These Terms and Conditions are carefully considered and approved by the Belgian Veterinary Association (Orde der Dierenartsen). The code of ethics, applicable to Veterinarians can be found on www.ordederdierenartsen.be.
- I. These Terms and Conditions can be found on www.edvc.be and www.edvc.nl, as on the registration form for client and patients. Also, General Terms and Conditions are available on request and free of charge.

Article 2 - Treatment Agreement

- A. The Treatment Agreement between EDVC and the Client is entered into from the time instructions are accepted by EDVC be that verbally or in writing.
- B. The closed Treatment Agreement between EDVC and the Client creates an obligation of EDVC to provide a Veterinary examination/treatment and/or to provide advice including providing and/or administration of medication. EDVC performs these tasks to the best of his/her abilities and with the due diligence that should be expected of him/her.
- C. EDVC reserves the right to refuse or prematurely terminate a closed Treatment Agreement of a Patient presented for treatment and/or to only accept it under certain conditions. This if EDVC is of the opinion that chances of success of treatment are absolutely poor.
- D. The closed Treatment Agreement between EDVC and the Client may be terminated prematurely by the express request of the Client, in which if necessary, the Client will be informed by EDVC on the possible consequences for the Patient of premature termination of treatment. If termination occurs against the opinion of EDVC, it will be at the Client's own risk. The Treatment Agreement may also be terminated prematurely by unilateral decision of EDVC if trust between EDVC and the Client is seriously disturbed.

- E. If the Treatment Agreement is terminated prematurely, the agreed fee will be brought into proportion to the already performed examinations/treatments and charged to the Client. This, unless, as measured by objective criteria, there is indivisible work performed.

Article 3 - Examination and/or treatment

- A. The Client agrees that the Veterinarian of EDVC is allowed to sedate the horse at any time during treatment in order to work safely and qualitatively. In case of unsafe conditions for either Veterinarian, Patient or for others, EDVC reserves the right at all times to refuse treatment of Patients.
- B. The risks related to the sedation are comparable to the risks of the Veterinary treatment, which are for the Client's own account.
- C. All equines which are presented for treatment to EDVC, are considered non-food producing animals. If this is not the case, the Client must mention this in advance. The Client is responsible to be able to present the horse passport belonging to the animal to be treated, at all times.
- D. Prior to the Treatment Agreement, the Client will organise all the necessary facilities for safety and accessibility of the Patient(s). This includes at least: 1) the presence of an adult person, preferably the owner of the Patient, who is present during the entire treatment and who is capable to, if necessary, restrain the Patient in a correct manner. This person agrees to strictly follow the guidelines of the vet or its employees. 2) the presence of running water and electricity and its free use. 3) the availability of an area with a roof where the Patient can be treated safely. Preferably a horse stall and otherwise a washing place or stocks. 4) access via a paved road and doorways of at least 80 cm.
- E. In case of failure to satisfy to these facilities, EDVC reserves the right to withhold services. If the Client while making an appointment has not informed EDVC about the inadequate conditions and examination/treatment cannot be performed, the Client owes EDVC the visit costs and a pay compensation of EUR 50.
- F. The Client will inform EDVC prior to examination/treatment if the Patient to be treated has an estimated value of more than EUR 250000.
- G. The Client informs EDVC on Tetanus vaccination status and on known medical problems that may be of interest for the treatment of the Patient. Also, before starting treatment, the Client needs to notify EDVC if a mare is pregnant. Treatment of pregnant mares is performed in consultation with the owner and the potential risk in treating pregnant mares is for the Client.

Article 4 - Charges and Payment

- A. Rates for visit, examination and treatment can be discussed with EDVC when making an appointment or before starting the Treatment Agreement.
- B. EDVC determines the rates to be charged according to its own tariffs depending on time and circumstances. Charged VAT will be registered on the invoice.
- C. After examination/treatment, cash payment of expenses is possible. In case payment is not fully settled in cash, the payment is to be paid within 14 days from the postal-date of the received invoice.
- D. In case of late payment or no payment, a fee of EUR 7.50 per reminder will be charged. Also, the Legal (EU) default interest will be charged. In case of continuous failure to settle payment, the file will be transferred directly to a collection agency. Any and all additional costs and/or losses incurred as a result of having to collect

outstanding funds due and owing to EDVC will be recovered from the Client. EDVC reserves the right to refuse any further services with exception of emergency life-threatening situations for the patient.

Article 5 - Complaints, liability and damage claims

- A. Each Veterinary Agreement embraces a Treatment Agreement. There cannot (and may not according to the Belgian Veterinary Association (Orde der Dierenartsen) in any case, be spoken about a agreement subject to outcome. The Client is aware that any Veterinary intervention comes with its risks. EDVC will with knowledge and skills reduce the risks as much as possible and in the case of specific risks inform the client about these. Damage resulting from the Treatment Agreement can only be recovered if EDVC negligence or misconduct is pronounced by a competent court.
- B. The Client needs to report complaints about the services within 30 days after the work has been completed in writing to EDVC. In excess of this period, any claim against EDVC implying any defect and/or deficiency will be time barred.
- C. If EDVC considers the complaint about the provided service justified, EDVC always has the right, if this is still possible, to complete the service within a reasonable time in the right way or to credit the amount owed by the Client. This at the discretion of EDVC.
- D. Complaints or irregularities of ethical nature should be reported to the Belgian Veterinary Association (Orde der Dierenartsen). Accessible via www.ordederdierenartsen.be
- E. Should EDVC in any way be liable, this liability will always be limited per case up to EDVC's insurable maximum amount. Compensation for indirect damages are always excluded in any event including but not limited to consequential damages, lost profits, lost savings and damage by (company) stagnation or similar.
- F. In the event of insured animals, with respect to the services performed by EDVC and the potential liability resulting from treatment complications, the owner/policyholder waives any recourse actions of the insurance to the treated animal(s).
- G. To these General Terms and Conditions and all Treatment Agreements between EDVC and the Client exclusively Belgian law applies. In case of a dispute, the court of the place where EDVC is located will have exclusive jurisdiction to hear about the dispute. In the current situation, this is the court in Turnhout, Belgium.