

Knmvd

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General Terms and Conditions of the Koninklijke Nederlandse Maatschappij voor Diergeneeskunde (Royal Netherlands Veterinary Association)

Article 1: Definitions

The following are defined in these General Terms & Conditions:

- **General Terms and Conditions:** the General Terms and Conditions stipulated below;
- **KNMvD:** the 'Koninklijke Nederlandse Maatschappij voor Diergeneeskunde' (Royal Netherlands Veterinary Association), with its registered office in Utrecht [*The Netherlands*];
- **Veterinary surgeon:** the person who, pursuant to the University Education Act (1985 Bulletin of Acts and Decrees, 562) has been granted the title of veterinary surgeon, or pursuant to the 1990 Veterinary Medicine (Practice) Act, has been permitted to practice as a veterinary surgeon, who is a member of the Koninklijke Nederlandse Maatschappij voor Diergeneeskunde (Royal Netherlands Veterinary Association) and who renders veterinary treatment on the instructions of a Client and/or in view hereof provides and/or sells and/or administers medication and/or provides other veterinary advice and veterinary services;
- **Veterinary Practice:** The veterinary surgeon(s) as defined above, as well as the practice which the Veterinary surgeon(s) utilize in whatever legal form and/or collaboration, with the use of all (assisting) persons, including, but not limited to veterinarians, laboratory assistants and such like, whether or not they work on the basis of an employment contract;
- **Client:** the owner of the Patient to be treated and/or the person presenting the Patient and on whose order the Veterinary Practice renders veterinary treatments and/or, in view thereof, provides and/or sells and/or administers medication and/or provides other veterinary advice and veterinary services;
- **Patient(s):** the animal, the animals or groups of animals presented by the Client, for which medication is supplied and/or is administered and/or veterinary advice is given and veterinary services are rendered;
- **(Treatment)agreement:** the (Treatment) agreement between the Veterinary Practice and the Client for rendering veterinary treatments, providing and/or administering medication and/or providing advice and/or rendering (veterinary) examinations;
- **Debtor:** the person to whom the Veterinary Practice's invoice is addressed.
- **Surgery hours:** the Veterinary Practice's surgery hours whereby the client can walk in during the set time, with or without an appointment, for veterinary procedures and/or examinations determined by the Veterinary surgeon;

Article 2: Applicability.

2.1

These General Terms and Conditions apply to all (Treatment) agreements between the Veterinary Practice and the Client.

2.2

The client's supplemental and/or varying conditions do not bind the Veterinary Practice. Supplemental and/or varying conditions between parties will only apply if the Veterinary Practice has agreed to these supplemental and/or varying conditions in writing.

Article 3: Effecting the (Treatment) agreement

3.1

All (Treatment) agreement offers are non-obligatory, unless parties have agreed otherwise.

3.2

The (Treatment) agreement entered into between the Veterinary Practice and the Client will become legally valid the moment the agreement has been confirmed by the Veterinary Practice in writing, or when the Veterinary Practice has commenced with the execution of the agreement and/or has supplied and/or has administered the required medication.

3.3

If an offer to enter into an (Treatment) agreement does not result in a definite agreement, the Veterinary Practice has, at all times, the right to charge all costs the Veterinary Practice incurred on drawing up the offer for the Client.

3.4

The Veterinary Practice has the right to refuse to enter into a Treatment agreement with regard to a Patient that has been presented and/or to only accept it under certain conditions, if it is the Veterinary practise's opinion that the treatment of the Patient has no or has very little chance of success unless, pursuant to legal regulations and/or rules of conduct /disciplinary rules, the Veterinary Practice is obliged to treat the presented Patient.

Article 4: Content of the (Treatment) agreement

4.1

The (Treatment) agreement between the Veterinary Practice and the Client will lead to an obligation on the part of the Veterinary Practice to perform to the best of its ability on rendering veterinary treatments and/or advice and/or in view thereof, providing and/or administering medication. The Veterinary Practice will execute these activities to the best of its ability and with the care that may be expected of it. The Veterinary Practice has the right to utilize third parties when executing the (Treatment) agreement.

4.2

The treatment agreement can also include selling and providing medication to the client and/or the administration of medication by the Client and/or on the order of third parties including by order of governmental institutions (also see article 8.4).

4.3

The mere fact that the Veterinary surgeon is involved in the sale, the delivery and/or the administration of veterinary medication and thereby provides assistance, will not discharge the Client and/or third parties from the administrative obligations to which the Client and/or third party is obliged pursuant to the Veterinary Medicines Act.

Article 5: Early termination of the (Treatment) agreement

5.1

The (Treatment) agreement between the Veterinary Practice and the Client will be terminated early upon:

- the Client's explicit request, whereby, if applicable, the Client will be informed of the possible consequences of the early termination, and, if the early termination is effected against the Veterinary surgeon's and/or the Veterinary Practice's advice it will be at the Client's risk and, if required the Client will be asked to provide a written statement pertaining to this;
- death of the Patient;
- a unilateral decision by the Veterinary Practice if it is the Veterinary Practice's opinion that a continuation of the veterinary treatment can, in all reason, not be required because there is no reasonable (further) chance of an intended and/or desired outcome;
- a unilateral decision by the Veterinary Practice if the relationship between the Veterinary Practice and the Client has been seriously disturbed.

5.2

If the (Treatment) agreement is terminated early, unilaterally by the Veterinary Practice, the Client, will be informed of this before such a step is taken, together with an explanation of the motives, unless this is not possible, or is not possible in a timely manner.

5.3

If the (Treatment) agreement is terminated early, the Client will be charged for the agreed remuneration, proportional to the activities executed, unless it concerns indivisible activities. This at the discretion of the Veterinary Practice.

Article 6: Rates, fees and payment

6.1

The Veterinary Practice will charge its own rates and fees according to the time and the circumstances. The calculated VAT will be stated on the invoice.

6.2

Payment of the Veterinary Practice's invoice can be made in cash immediately after the procedure, unless agreed otherwise. A 14 day payment term applies to all non-cash payments and administrative costs may be charged.

6.3

If there are more than one outstanding invoices, partial payments thereof are considered to settle the payment of the first one overdue.

6.4

Upon a non-timely payment the debtor will be in default immediately and the debtor will owe the statutory interest over the principle amount or over the remaining claim.

6.5

The debtor is not entitled to offset, for whatever reason, amounts charged for activities performed by the Veterinary Practice.

6.6

If the Debtor is in default and a collection of payment is instigated, the Debtor will be obliged to pay the full extrajudicial and judicial collection fees, in addition to the amount

owed and the relevant interest over this amount. The maximum extrajudicial collection fees for consumers, excluding VAT, are determined at:

- 15% of the principal amount of the claim for the first € 2500.- of the claim
- 10% of the principal amount of the claim for the next € 2500.- of the claim
- 5% of the principal amount of the claim for the next € 5000.- of the claim
- 1% of the principal amount of the claim for the remaining part of the claim.

The minimum extrajudicial collection fees stipulated above are € 40.- (forty euros).

6.7

The Veterinary Practice has the right, in certain cases, to require a prepayment prior to the execution of its activities and will not to commence the activities until the Veterinary Practice has received payment, unless, pursuant to legal regulations and/or rules of conduct /disciplinary rules, it is obliged to treat the presented Patient immediately.

6.8

In the event the Client does not collect the Patient or does not collect it in time after veterinary treatment, the Veterinary Practice has the right to charge the Client for all additional costs relating hereto, whereby any payments made will first serve to settle the costs owed, and subsequently to the settlement of any interest and only then to the settlement of the oldest outstanding invoice.

Article 7: Complaints

7.1

The Client is obliged to immediately check for noticeable defects or imperfections in the performance rendered and/or the medication delivered by the Veterinary Practice, without delay. The Client must inform the Veterinary Practice (preferably in writing) of any complaints about the services rendered within 30 days after the activities were completed or after the Client became aware of the defects or imperfections. By exceeding this term, all the Veterinary Practice's liabilities for any defect or imperfection will cease.

7.2

If the Veterinary Practice considers the complaint regarding the performance to be grounded, the Veterinary Practice will, at all times, have the right to:

- a. execute the activity correctly within a reasonable period or;
- b. to credit the amount owed by the Client;

This at the discretion of the Veterinary practice.

Article 8: Liability

General stipulation:

8.1

If the Veterinary Practice is liable in any way, the liability will be limited at all times to the amount paid out by or claimable under the Veterinary Practice's liability insurance policy for a particular case. The policy conditions and the insurance policy schedule are available for inspection at the Veterinary Practice and a copy will be provided, free of charge, to the Client upon first request. Compensation of indirect loss is excluded at all times, including, in any case, but not limited to consequential damage, the loss of profit and losses due to an interruption of business operations and suchlike.

Special stipulations:

8.2

In the event of a veterinary medical examination, the following provisions (also printed on the examination report) will apply, contrary to what is set out in the previous paragraph of this article.

8.2.1. The examining Veterinary surgeon and/or the Veterinary Practice will not be liable for any losses incurred — explicitly including capital losses and consequential damages — caused by performing the examination or by imperfections and incompleteness's when drawing up the examination report, unless it has been established that the loss was caused intentionally or is attributable to gross negligence by the examining Veterinary surgeon.

8.2.2. With regard to the liability stipulated under 8.2.1, only the Client has the right to make a claim against the examining Veterinary surgeon and/or the Veterinary Practice; no others than the Client may base the right to compensation on an examination report.

8.2.3. The liability will, at all times, be limited to the amount paid out by or claimable under the liability insurance policy for a particular case. The insurance policy documents are available for inspection at the Veterinary Practice and a copy will be provided, free of charge, upon first request.

8.2.4. Articles 8.2.1 to 8.2.7 also apply in the event the client does not sign the examination report but still takes receipt of the examination report.

8.2.5. If the client is not the owner of the animal, this person warrants that the owner granted permission for the veterinary examination to be performed and that article 8.2.1 to 8.2.7. can also be invoked against the owner.

8.2.6. If it is the client's and/or third parties' opinion that the horse's health upon examination does not match what is stated in the examination report, they must, subject to nullification of all rights to claim towards the Veterinary surgeon and/or the Veterinary Practice, notify their other party within a reasonable period (prior to, for example a purchase agreement) and address them regarding compensation for the loss with a simultaneous submittal of a copy of this notification to the examining veterinary surgeon and the Veterinary Practice.

8.2.7 Only Dutch law applies to the examination and/or to the drawing up of the examination report and only the Dutch Court has jurisdiction regarding this.

8.3

If a Veterinary Practice provides information regarding the import of animals into The Netherlands and/or the export of animals to countries abroad, and when doing so, provides the currently applicable import and/or export regulations, it is only providing additional assistance and the success of the import or export is not guaranteed in any way and the veterinary surgeon and/or the Veterinary Practice is not liable for any losses of whatever nature relating to the relevant (attempts) to import or export animals, unless it is a matter of intent and/or a matter of gross negligence by the Veterinary surgeon and/or the Veterinary Practice.

8.4

The Veterinary Practice excludes any liability, unless it is a matter of intent or gross negligence by the Veterinary surgeon and/or the Veterinary Practice, for losses due to the administration of veterinary medication by the Client and the administration of veterinary medication on the orders of third parties, including by order of government institutes, as well as due to injuries and/or losses when administering these compounds, any side-effects thereof and due to carelessness when fulfilling the currently applicable administrative obligations and the related evidentiary problems.

8.5

Entering into a (Treatment) agreement and/or performing veterinary treatments and/or administering veterinary medication in view thereof and/or providing veterinary advice or services does not affect the strict liability of the Client and/or third parties for damage caused by the animal as stipulated in article 6:179 of the Dutch Civil Code.

Article 9: Ownership

9.1

The Veterinary Practice will, at all times, retain the ownership of copies, documents and other information carriers such as, for example, X-rays, relating to the Patient treated. The Veterinary Practice will keep these documents for a period of 5 years. Upon request the Client can obtain copies of the information (carrier(s)) and or other documents at cost price.

Article 10: Special provisions

10.1

Entry of stables/Working location

If the treatment of a Patient so requires, the Veterinary Practice has the right to refuse everybody, including, if needed, the Client, entrance to the stables or to another location where treatment is provided, and/or set other conditions it deems necessary for the treatment. The Client is obliged to adhere to this.

10.2

Scientific research

The Veterinary Practice has the right to use (part of) the Patient or substances stemming from the Patient for statistical and/or scientific research, or to publish it, unless the Client has stated its explicit and insuperable objections to this. If required, the Veterinary Practice will inform the Client in advance of its intended use of information for research.

Article 11: Applicable Law and the settlement of disputes

11.1

Only Dutch law applies to all (Treatment) agreements between the Veterinary Practice and the Client.

11.2

In the event a dispute falls within the legal jurisdiction of the District Court, the court in the place of the Veterinary Practice's registered office has jurisdiction to hear the dispute, without prejudice to the Veterinary Practice's right to submit a dispute to the court which has jurisdiction according to the law.