

## A. General Conditions of the Contract

1. The client instructs the veterinarian to examine the horse. The scope of the examination requested by the client must have been agreed between the client and the veterinarian before the examination takes place and the examination form attached must be used. To the extent that the terms of the contract between the veterinarian and the client has not been otherwise defined, the prepurchase examination will consist of those elements set out in sections I – IV of the prepurchase examination form dealing with the clinical examination required for a prepurchase veterinary examination. The aim of the examination is not the diagnosis or therapy of an illness.

The General Conditions contain the request for examination and must be signed by both contracting parties before the examination starts. If the client cannot be present during the prepurchase examination, he/she has to authorize another person who accepts and signs the terms of the contract. Otherwise, the client has to sign the contract in advance. During the examination, the veterinarian compiles a provisional protocol, which is turned into the final version of the protocol after the whole examination is finished. The client or his/her legal agent must sign the protocol. If desired, the client receives a copy of the final version of the protocol.

2. The purpose of this examination is to detect veterinary findings and not to state defects in the legal sense.

The assessment and interpretation of findings reflects the horse's state of health at the moment of examination. Because information as to the horse's history is absolutely necessary, the "vendor's declaration" shall be part of this contract. Any prognosis as to the future development of findings cannot be given.

The veterinary examination clearly cannot assess environmental or seasonal illnesses such as chronic bronchitis, allergies or sweet itch. This also applies to certain diseases of the upper respiratory tract, which only can be recognised following strenuous exercise. The examination cannot involve an assessment of such factors as behavioural disturbances (e.g. cribbiting, head shaking or weaving). Furthermore, findings which only occur when the horse is ridden or employed as a driving horse cannot be part of this contract.

3. The place where the examination takes place should fulfil the following requirements: A quiet environment with no disturbing factors, good lighting, a dark area for the ophthalmic examination, a hard firm surface of at least 30 metres for the inspection of horse's gaits, a circle with a hard even surface and a diameter of at least 10 metres and a lunging area or area where the ground is soft (cf. item C of the examination record).
4. The procedures of the prepurchase examination are those described in sections I – IV. This complies with the normal standard of examination. Other and/or additional examinations, which may increase the diagnostic scope of the whole examination, can be necessary. However, additional procedures involve additional costs and, therefore, the client should decide which additional examinations he/she wants performed. He/She may ask the veterinarian for some advice.

The prepurchase examination of a mare, inspected as a riding horse, does not include an examination of (not desired) pregnancy.

5. This examination is not part of a therapy. Necessary measures can bear possible risks for the horse (e.g. risks of injury during sedation, dilation of pupils, taking blood samples, removal of shoes). If medications/drugs have to be administered during the examination, the client must observe the periods of rest and degradation.

6. A complete examination of hooves can only be carried out if shoes are removed.

The client renounces the removal of shoes and, thus, accepts a restricted evaluation.

7. The veterinarian evaluates the findings detected to the best of his/her knowledge and gives his/her personal opinion. The report cannot operate as a predictive interpretation of the findings made at the time of examination. Furthermore, the report cannot make any prognoses as to the development of any single findings, the state of health or the horse's availability for use.

If severe medical problems are diagnosed during the prepurchase examination, then it would be normal for the examination to be interrupted. The client should then decide whether he/she desires further special diagnostic procedures so as to investigate the particular problem. Such a new examination can be deferred to a later date.

8. In addition to the clinical examination (sections I – IV), the present contract of prepurchase examination includes:

- endoscopy of the respiratory tract
- radiographic examination (standard radiographs according to No. 10 and B V a) 1. of the record)
- the following additional radiographic examinations:

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- drug testing (according to No. 9 and page 5 of the record)
- other and/or additional examinations:

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- Restriction/extension of the prepurchase examination contract

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für Pferde & Kleintiere  
Münsterstr. 22 45244 Datteln |  
Telefon 02363 31383  
E-Mail: hmv@equo-vet.de  
signature veterinarian

X  
signature client

9. The veterinarian is only able to evaluate the findings correctly if the horse is not under the influence of any drug. Drug testing is, therefore, strongly recommended. The client decides for which drugs he/she wishes the horse to be tested in consultation with the veterinarian.

10. The routine radiographic examinations carried out under section V of the prepurchase examination form consist of ten standard radiographs; 12 are recommended. General radiographs of the navicular bone and fetlock joint can only give limited information. If further information is required, specific radiographs of the relevant joint or relevant part of it must be carried out additionally. However, no definitive prognosis can be given as to how any changes found might develop. It is recommended that the horse's shoes be removed for the radiographic examination of the front legs.

The radiographic examination represents an additional examination. Its result must be interpreted in conjunction with the findings made in the course of the clinical examination.

The x-rays taken remain the veterinarian's property, as they are subject to copyright and related laws. If not otherwise stipulated explicitly, the veterinarian is not obliged to hand them out.

11. The veterinarian is not entitled to inform third parties about the results arising from the prepurchase examination carried out by him/her. If the client gives explicit permission, the veterinarian shall be allowed to give information to third parties (e.g. owner, trainer, rider, agent, buyer and/or seller of the horse). If not otherwise stipulated, the protocol shall serve only as information to the client. It may also serve as information for other people if these are stated by name in the examination protocol. The protocol and all visual material may not be handed over to any other person if not permitted by the veterinarian. By way of precaution, it has to be mentioned that the record is also subject to the veterinarian's proprietary rights. The record may not be used by any other person without the consent of the veterinarian, or claims for compensation may be incurred.

12. The aim of the examination is

- to inform the client only about the findings detected and described at the time of the prepurchase examination
- to inform the client(s) and the third party(ies), who are all listed in the form, about the findings detected and described at the time of the prepurchase examination. If the veterinarian has not specifically agreed, the protocol may not be handed over to other people.

13. The veterinarian or the person employed by him/her to perform the contract shall only be liable to the client and third parties whose names are listed in the record. Liability shall be restricted to damages caused deliberately or through gross negligence by the veterinarian or the person employed by him/her to perform the contract. This also applies to damage to people as well as the infringement of eventual principal obligations of the examination contract.

14. The veterinarian hereby notifies the client that he/she refuses the examination of horses with a value exceeding ..... €.

The client hereby states that the horse to be inspected has a value/purchase price of ..... €.

(The contracting parties can agree on a limit of liability, as documented above, if the horse's value stated above exceeds the veterinarian's limit of liability)

15. Claims by the client (or by any specifically named third party entitled to make a claim arising from a prepurchase examination) become statute-barred at the end of the year following the year when the claim arose or when the claimant learned – or should have learned without gross negligence – about the circumstances as well as the opposite party causing such legal action. The period of limitation ends after five years, at the latest. Grossly negligent or wilful breach of duty caused by the veterinarian or the person employed by him/her to perform the contract shall be subject to the normal statutory limitation period. Personal injury and infringements of elementary obligations arising from this contract shall also be subject to the normal statutory limitation period.

16. The contracting parties shall agree on the veterinarian's fee for the clinical examination (section I – IV of the protocol) as follows. The cost depends upon the stated purchase price/value and the extent of examination:

\_\_\_\_\_ € + \_\_\_\_\_ % of value/purchase price = \_\_\_\_\_ € (plus VAT).  
basic fee examination fee

The veterinarian informs the client that the fee mentioned above can deviate from the statutory veterinary fees (GOT). The GOT does not list the facts of the present examination. It only lists single examinations, stipulated in this contract, as single fees.

If the client charges the veterinarian with further additional inspections (section V of the protocol), the fees will be calculated according to the veterinarians' medical fee schedule (GOT).

17. Special agreement

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

18. If any part of the contract between the veterinarian and the client is determined by any body of competent jurisdiction to be invalid, such invalidity shall not affect the remaining part of the contract.

Nottuln  
(Place)

X  
(Client or legal representative)

12.05.2022  
(Date)

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für Pferde & Kleintiere  
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E-Mail: fvets@ecquovet.de  
(Veterinarian)

## B. Prepurchase examination record

Client

Veterinarian

Name

Street **Tierärztliche Gemeinschaftspraxis**

Address **Pferde & Kleintiere**

Phone **Münsterstr. 22 • 45711 Datteln**

Fax **Tel.: 02363-31383**

E-Mail

Third person (Section 11 General Conditions)

Buyer  Vendor

Place and date of examination

Nottuln, 12.05.2022

Name

Street

Address

Phone

Fax

E-Mail

People present

Was the horse tried out?

yes  no Irregularities \_\_\_\_\_

FEI/Equine passport available  not available  Identification number: 528003201202308

Transponder 52010002781170  not controlled  not found

Food-producing animal  Non-food-producing animal  Appendix does not exist  Appendix not filled out

Identification

conforms with FEI/Equine passport

Name: Quite easy Breed: \_\_\_\_\_

Sex: Jelding Colour: chestnut

Age (Teeth): 10y. Brand: \_\_\_\_\_

Markings: str. ; L. front Tedlock co. ; L. hindlock w;

## I. General examination

Body condition  normal \_\_\_\_\_

Coat and skin  normal Small injury left elbow and right hock

Conspicuous scars  no  yes \_\_\_\_\_

Skin tumours  no  yes \_\_\_\_\_

Contract No.

**122159**

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Rectal temperature  °C \_\_\_\_\_

Pulse quality  normal \_\_\_\_\_

Rate at rest  /min. \_\_\_\_\_

Respiration  normal  difficulties on inspiration \_\_\_\_\_

Pulse at rest  /min. \_\_\_\_\_

difficulties on expiration \_\_\_\_\_

Visual examination of head  normal \_\_\_\_\_

Conjunctiva  normal \_\_\_\_\_

Mandibular lymph nodes  normal \_\_\_\_\_

Jugular veins  normal \_\_\_\_\_

Nasal discharge  no  yes \_\_\_\_\_

Spontaneous cough  no  yes \_\_\_\_\_

## II. Examination at rest

Nervous system  normal \_\_\_\_\_

Any indications of paralysis and problems of the central nervous system \_\_\_\_\_

Eyes \_\_\_\_\_

Anterior segment including lids, conjunctiva, cornea, anterior chamber, iris and adnexa  normal \_\_\_\_\_

Posterior segment including lens, vitreous humour and retina  normal \_\_\_\_\_

Mydriasis    yes     no     (Please observe status of food)

Behaviour  normal \_\_\_\_\_

Respiratory system \_\_\_\_\_

Cough reflex  normal \_\_\_\_\_

Auscultation of the trachea  normal \_\_\_\_\_

Auscultation of the lungs  normal \_\_\_\_\_

Following respiratory stimulation  normal \_\_\_\_\_

(rebreathing exam, closure of nostrils or via medication)

Heart  normal \_\_\_\_\_

Oral cavity, teeth (rostral aspect)  normal 101 and 201 are fractured \_\_\_\_\_

External genitalia  normal \_\_\_\_\_

Visual examination and palpation \_\_\_\_\_

Faeces consistency  normal \_\_\_\_\_

Drug testing  urine  blood  immediately examined  not examined  different handling

### III. Examination of the locomotor system

Visual inspection and palpation of the neck, back, croup, chest and abdominal region

normal

Visual inspection and palpation of the limbs

L. F.: \_\_\_\_\_

R. F.: \_\_\_\_\_

L. H.: Exostosis left hindfoot

R. H.: \_\_\_\_\_

Shoeing  normal \_\_\_\_\_

Examination of the horse at walk and trot in hand – straight up and back – on firm ground

normal

#### Flexion tests

Pain on turning  no  yes

Flexion of limbs (standard, 1 min, +, ++, +++)

L. F.:  neg.  pos. \_\_\_\_\_ L. H.:  neg.  pos. \_\_\_\_\_

R. F.:  neg.  pos. \_\_\_\_\_ R. H.:  neg.  pos. \_\_\_\_\_

Pain while flexing/flexion mechanically impossible \_\_\_\_\_

Hoof tester \_\_\_\_\_

Neurologic abnormalities \_\_\_\_\_

Additional examination \_\_\_\_\_

### IV. Examination during/following exercise (heart, respiratory system, locomotory system)

(Horse should be exercised until it shows rapid respiration)  lunged  without side-reins  ridden  running free

Locomotory problems  no  yes \_\_\_\_\_

Abnormal respiratory sounds  no  on inspiration  on expiration \_\_\_\_\_

Breathing problems  no  yes \_\_\_\_\_

Coughing, nasal discharge  no  yes \_\_\_\_\_

Auscultation Heart  normal \_\_\_\_\_

Lungs  normal \_\_\_\_\_

Pulse and respiratory rates following exercise

	Rate at rest	Immed. follow. exercise	After <u>10</u> minutes	After ___ minutes
Pulse	<u>36</u>	<u>88</u>	<u>40</u>	
Respiration	<u>12</u>	<u>36</u>	<u>16</u>	

Rapid respiration after \_\_\_ minutes at the trot and/or \_\_\_ minutes at the gallop

## V. Other and/or special examinations

### a) Radiographic examinations

Findings described (according to "Röntgenleitfaden", i.e. German Guidelines for reporting radiographic purchase examination)

yes  no

#### 1.) Standard

Toe

(Dorsoproximal-  
palmarodistal,  
Oxspring)

L. F.:

some small canals  
sesamoidales

R. F.:

some small canals  
sesamoidales

Toe

(90°, Overview)

L. F.:

R. F.:

L. H.:

R. H.:

Tarsus

(2 views: 45-70°,  
90-135°)

L.:

(45-70°)

L.:

(90-135°)

R.:

(45-70°)

R.:

(90-135°)

Periosteal reaction of the dorsal  
aspect of os tarsale III

Tarsus

(3rd view, 0°  
recommended)

L.:

R.:

2.) Additional radiographic examination

Stifle L.: \_\_\_\_\_  
(2 views: (90-115°) \_\_\_\_\_  
90-115°, 0/180°) \_\_\_\_\_

L.: \_\_\_\_\_  
(0/180°) \_\_\_\_\_

R.: \_\_\_\_\_  
(90-115°) \_\_\_\_\_

R.: \_\_\_\_\_  
(0/180°) \_\_\_\_\_

Spinal processes: \_\_\_\_\_  
(thoracic/lumbar) \_\_\_\_\_  
(90°, respectively, 270°) \_\_\_\_\_

number of radiographs: 18 \_\_\_\_\_

3.) Additional radiographs (special supplementary radiographs for purpose of control)

Navicular bone L. F. (90°): \_\_\_\_\_  
(90° and tang.) L. F. (tang.): \_\_\_\_\_  
R. F. (90°): \_\_\_\_\_  
R. F. (tang.): \_\_\_\_\_

Pedal joint L. F. (45°): \_\_\_\_\_  
(flexed, 45° and L. F. (315°): \_\_\_\_\_  
315° on Oxspring R. F. (45°): \_\_\_\_\_  
block) R. F. (315°): \_\_\_\_\_

Fetlock joint L. F. (0°): \_\_\_\_\_  
(4 views, 0°, 45°, L. F. (45°): \_\_\_\_\_  
90°, 315°) L. F. (90°): \_\_\_\_\_  
L. F. (315°): \_\_\_\_\_  
R. F. (0°): \_\_\_\_\_  
R. F. (45°): \_\_\_\_\_  
R. F. (90°): \_\_\_\_\_  
R. F. (315°): \_\_\_\_\_

4.) Other radiographs \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



