



GERMAN EQUINE VETERINARY ASSOCIATION



# Pre-purchase examination

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Contract for the standardised examination of a horse

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# Pre-purchase examination request form and protocol

Tierärztliche Gemeinschaftspraxis  
 Pferde & Kleintiere  
 Münsterstr. 22 • 45711 Datteln  
 Tel.: 02363-31383

Contractor

## Client's authorised representative

Name and address \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone no. \_\_\_\_\_  
 Email address \_\_\_\_\_

## Third parties according to Point 6 of the contract's general terms and conditions

Name and address \_\_\_\_\_  
 \_\_\_\_\_  
 Telephone no. \_\_\_\_\_  
 Email address \_\_\_\_\_

Place/Date of examination Nottuln  
 Persons present owner  
 Name of the horse \_\_\_\_\_  
 Sex gelding Breed Westfalian  
 Pedigree Diamant d. Semilly x lucky lake Age 4-j.  
 Passport number 441410528419 Colour \_\_\_\_\_  
 Microchip number 276 020000642076  
 Food-producing animal  No  Yes Passport attachment  Not available /  Not completed

## History of the horse given by vendor

Duration of current ownership 4 Years  
 Current work  Competition  Training  Box rest  At pasture  Breeding  
 Receiving medication or has received medication in the last 6 weeks  No  Yes  
 Previous medical problems or previous lameness  No  Yes  
 Previous surgery  No  Yes  
 Behavioural abnormalities (cribbing, windsucking, weaving, head shaking, box walking, etc.)  No  Yes  
 Allergies / summer eczema  No  Yes  
 Husbandry  Stabled  At pasture  Open stable  Stall and field  
 Food  Dry hay  Soaked hay  Haylage / Silage  Oats  Horse pellets  
 Other \_\_\_\_\_  
 Bedding  Straw  Wood shavings  Peat  Other \_\_\_\_\_

Vendor's declaration: To the best of my knowledge, the answers to the above questions are correct.

I agree to the removal of the shoes  and/or sedation.  (please check the relevant box.)

**Identification of the Horse**

Markings

- According to equine passport
- Deviations \_\_\_\_\_

**History of the horse given by purchaser**

- Abnormalities  No  Yes \_\_\_\_\_
- Has the horse been ridden?  No  Yes \_\_\_\_\_
- Abnormalities during test riding?  No  Yes \_\_\_\_\_

**A) Standardised clinical examination**

1. Body condition  Good  Finding \_\_\_\_\_
2. Demeanour / Attitude  NAF  Finding \_\_\_\_\_
3. Skin, coat, integument (conspicuous scars, neoplasia of the skin, injuries)  NAF  Finding \_\_\_\_\_
4. Rectal temperature 37,6 °C
5. Examination / Palpation of the head
  - a) Incisors and bars (interdental space between 03 and 06)  NAF  Finding \_\_\_\_\_
  - b) Eyes (darkened room, without dilation of the pupil) and adnexa  NAF  Finding \_\_\_\_\_
  - c) Mandibular lymph nodes  NAF  Finding \_\_\_\_\_
  - d) Other findings \_\_\_\_\_
6. Examination of the nervous system (inspection, without functional testing)  NAF  Finding \_\_\_\_\_
7. Respiratory system at rest
  - a) Nasal discharge  No  Finding \_\_\_\_\_
  - b) Spontaneous cough  No  Finding \_\_\_\_\_
  - Cough reflex  No  Finding \_\_\_\_\_
  - c) Auscultation of thorax / trachea  NAF  Finding \_\_\_\_\_
8. Examination of the cardiovascular system
  - a) Pulse / Heart rate 36 beats/minute
  - b) Cardiac auscultation  NAF  Finding \_\_\_\_\_
  - c) Jugular veins  NAF  Finding \_\_\_\_\_
9. Visible external genital organs  NAF  Finding \_\_\_\_\_

10. Examination of the musculoskeletal system

10.1 External examination at rest

a) Inspection / Palpation of the neck, back, thoracic and abdominal region, pelvis, croup

NAF  Finding \_\_\_\_\_

b) Visual examination / Palpation of the limbs

RF  NAF  Finding \_\_\_\_\_

LF  NAF  Finding \_\_\_\_\_

RH  NAF  Finding \_\_\_\_\_

LH  NAF  Finding \_\_\_\_\_

c) Hooves  NAF  Finding \_\_\_\_\_

Trimming & shoeing \_\_\_\_\_

10.2 Examination at walk (including rein back) and trot on straight line and hard surface

NAF  Finding \_\_\_\_\_

Palpation and manipulation

a) Flexion test (overview, 1 min, +, ++, +++)

RF neg. LF neg. RH neg. LH neg.

b) Pain during flexion / reduced range of motion during flexion  No  Finding \_\_\_\_\_

c) Walk in tight turns / both directions

- Pain / lameness in turns  No  Finding \_\_\_\_\_

- Neurological abnormalities  No  Finding \_\_\_\_\_

d) Lameness examination at walk and trot in a tight circle on a hard surface

NAF  Findings \_\_\_\_\_

11. Strenuous Exercise

Lunged  Ridden  Using side-reins  Running loose

a) Gait abnormalities during and after strenuous exercise that induced intensive breathing

NAF  Finding \_\_\_\_\_

b) Examination of the respiratory tract during and after exercise

- Cough / nasal discharge  No  Finding \_\_\_\_\_

- Respiratory noise  No  Finding \_\_\_\_\_

- Auscultation of the heart and lungs after exercise  NAF  Finding \_\_\_\_\_

- Pulse rate / Respiratory rate

	Rest frequency	Immediately after exercise	After 10 min	After 20 min
Pulse	36	92	48	
Respiratory rate	16	60	24	

For further course of action with respect to any clinical findings that were obtained during today's examination, please refer to Para. 1 of the general terms and conditions for standardised clinical and radiographic examinations set out in this contract.

Findings that caused the clinical examination to be abandoned

Today's examination revealed findings whose clinical relevance cannot be reliably determined.

Today's examination did not reveal any clinically relevant findings.

B) Standardised radiography as recommended by "GPM Radiography Guidelines (2018)"

Forelimb

- R Foot LM  NAF  Findings \_\_\_\_\_
- L Foot LM  NAF  Findings \_\_\_\_\_
- R McP joint LM  NAF  Findings \_\_\_\_\_
- L McP joint LM  NAF  Findings \_\_\_\_\_
- R Foot DPrPDIO  NAF  Findings \_\_\_\_\_
- L Foot DPrPDIO  NAF  Findings \_\_\_\_\_

Hindlimb

- R MtP joint LM  NAF  Findings \_\_\_\_\_
- L MtP joint LM  NAF  Findings \_\_\_\_\_
- R Hock DP  NAF  Findings \_\_\_\_\_
- R Hock DLPMO  NAF  Findings \_\_\_\_\_
- R Hock PLDMO  NAF  Findings \_\_\_\_\_
- L Hock DP  NAF  Findings \_\_\_\_\_
- L Hock DLPMO  NAF  Findings \_\_\_\_\_
- R Hock PLDMO  NAF  Findings \_\_\_\_\_
- R Stifle LM  NAF  Findings \_\_\_\_\_
- R Stifle CdPrCrDi  NAF  Findings \_\_\_\_\_
- L Stifle LM  NAF  Findings Mild irregularity at the lateral/
- L Stifle CdPrCrDi  NAF  Findings medial trochlear ridge

Examination conditions  Adequate  Inadequate

For further course of action with respect to any radiological findings that were obtained during today's examination, please refer to Para. 1 of the general terms and conditions for standardised clinical and radiographic examinations set out in this contract.

06.01.2023

Nottulu

Place and Date / Certificate Issue

Signature (Client)

# Contract for the standardised examination of a horse

## General terms and conditions for the standardised clinical and radiographic examinations

- 1 The Client commissions the Contractor to examine a horse. Unless explicitly agreed otherwise between the parties to the contract, the examination shall include a standardised clinical examination and a standardised radiographic examination [GPM Radiography Guidelines (2018)] in accordance with the following protocol. The object of the assignment is the collection of clinical findings. Diagnostics, therapy or the clarification of unclear or suspicious findings are not part of the pre-purchase examination, as these are medical services that must be commissioned separately for each individual case. The general terms and conditions of the contract include the examination agreement. They must be read and, if possible, signed by the Client or his/her representative before the actual examination begins. They are also published on the website of the Gesellschaft für Pferdemedizin ([www.gpm-vet.de](http://www.gpm-vet.de)) and can be requested from the Contractor as a hardcopy.
- 2 The interpretation of any findings is dutifully carried out to the best of the veterinarian's knowledge and represents his/her personal opinion. Despite the use of a predominantly standardised examination technique and careful procedure, obtaining a completely objective result is not always possible, because the horse to be examined may present differently to its true condition. The collection and documentation of clinical and radiographic findings represents a medical snapshot at the time of the examination. For this purpose, obtaining information about the horse's medical history is absolutely necessary, (c.f. Sections "History of the horse given by vendor" and "History of the horse given by purchaser"). The purpose of this pre-purchase examination is to collect veterinary findings at the time of the examination and thereby, as far as possible, to enable advice to be given based on them. The pre-purchase examination provides neither a prognosis about the horse's further development nor a statement about a horse's fitness for use. It does not serve the purpose of providing purchase advice nor determining the presence of defects in a legal context. Environmental, postural and seasonal diseases (e.g. chronic bronchitis, sweet itch, allergies, specific diseases of the upper respiratory tract, which only occur under particular stress situations, and behavioural problems) cannot be assessed within the scope of this examination.
- 3 The following conditions are recommended with regards to the location of the investigation: a quiet, undisturbed and well-lit examination site, a dimmable room for the ophthalmic examination, a uniformly flat and hard trot-up area of at least 30 m in length, an even riding circle with a non-slip surface, as well as a 10–15 m diameter lunging area or a riding arena with a soft surface.
- 4 If pathological or unclear findings are found, the standardised pre-purchase clinical examination is usually terminated by the Contractor. The Client should decide whether to commission the Contractor to perform further specific diagnostics outside of this contract for further clarification or, where appropriate, a new investigation at a later date is arranged because a medical indication now exists and the clinical significance of conspicuous abnormalities should be elucidated. The same also applies to the investigation of pathological or unclear clinical findings reported in the horse's history, as they are also not the subject of this standardised pre-purchase examination contract.
  - 4.1 If any medications (e.g. for sedation) are used in the course of the examination, the Client must observe the withdrawal times for them. The withdrawal times can be obtained from the Contractor upon request.
  - 4.2 A complete examination of the hooves can only be carried out after the horse shoes have been removed.
- 5 Within the scope of this examination, the standard radiographic examination comprises 18 images, as described in the protocol of the GPM Radiography Guidelines (2018). The resulting radiographs remain the property of the Contractor and are subject to copyright protection.
- 6 The Contractor is bound to maintain confidentiality with regards to any information obtained in connection with the investigation. Only if explicitly authorised by the Client is he/she entitled to divulge information to a third party (e.g. owner, trainer, rider, agent, buyer and/or vendor of the horse). In all other cases, the examiner's function is to exclusively inform the Client and (if applicable), other authorised persons listed by name as third parties in the examination protocol. The handing over of the protocol and pictorial documentation to third parties is only permitted with explicit consent of the Contractor. As a precautionary measure, it should also be pointed out that the protocol is subject to the Contractor's copyright and the right of use remains solely with him/her.
- 7 Purpose of investigation (**please tick as appropriate**)
  - The purpose of this examination is to provide the Client with the findings collected on this specific occasion and they apply only for this moment in time (*veterinary snapshot evaluation*).
  - The purpose of this examination is to inform the parties listed specifically in the protocol as the Client and named third parties about the findings collected during the examination. The information provided applies only for this specific moment in time (*pre-purchase examination*). The examination protocol may not be forwarded to unnamed third parties without prior consent of the Contractor.

The purpose of this examination is an assessment after a purchase contract has been signed (*purchase control examination*). It is hereby identified as such.

8. The Contractor shall be liable for personal damage resulting loss of life, personal injury or health damage caused by negligent or intentional breach of duty by himself/herself or his/her legal representative or assistants. Additionally, liability is assumed for any other damages caused by grossly negligent or intentional or breach of duty by the Contractor or his/her legal representative or assistant. Any other form of liability is excluded.

9. The Client or his/her representative declares that the horse to be examined has a value/purchase price

of € \_\_\_\_\_.

(The contracting parties may **negotiate** a liability limit and document it above if the declared value of the horse is above the limit accepted by the Contractor.)

10. The claims of the Client or a named third party are void 12 months after the end of the year in which the claim arose and the claimant has been notified about the circumstances and the identity of the claim opponent or should have obtained this information in the absence of any gross negligence on his/her part. All claims are void at the latest 5 years after they have been deposited. An adjustment of the limitation period cannot be granted for damages that have occurred due to intent or gross negligence of the Contractor, his/her legal representative or other aides. Furthermore, it does not apply to any loss of life, personal injury or health damage that is caused by intent or gross negligence of the Contractor or by intentional/unintentional negligence by his/her legal representative or other aides.

11. Remuneration of the Contractor for the standardised clinical examination will be negotiated by the contracting parties. The amount shall be based on the stated value/purchase price of the horse and the time and materials expended during the examination. The result of the negotiation is as follows:

€ \_\_\_\_\_ + \_\_\_\_\_ % of the purchase price  
(basic fee) (examination fee) plus VAT

= € \_\_\_\_\_ plus VAT

The Contractor draws the attention of the Client to the fact that the above remuneration may differ from the statutory fees of the German regulations for veterinary fees [GOT; Gebührenordnung für Tierärzte].

The cost of the standardised radiographic examination is to be remunerated according to the regulations of the GOT.

12. The pre-purchase examination can only lead to a representative result if the horse is not under the influence of medication. It is therefore recommended to order the collection of a blood or urine sample for laboratory proof of the presence of any possible medication. The sample is not part of the standardised pre-purchase examination contract, as it is obtained in the context of a veterinary intervention. The Client decides on the method by which the sample is taken and examined; however, the Client must let themselves be informed about the available methods by the Contractor.

13. Should the Client have a claim against a third party due to a defect under the law of sales connected to a finding that was not raised due to a breach of duty or recorded carelessly, he/she is obliged to first make this claim against the third party and to inform the Contractor. Should the Client fail legally in his/her claim, all claims arising from any breach of routine veterinary duty shall remain in force. Any time limitation of these claims is suspended during any third party claim.

14. The Client or his/her representative gives their consent that the data and findings collected from the animal examined may be used for scientific purposes in an anonymised form.

15. Should parts of this contract be invalidated, the remainder of the contract remains valid.

16. The contract is subject to German law in the form of the BGB, HGB, ZPO and GVG.

17. The contract is available in German and in an English version. In case of doubt, only the German version shall apply.

Nottuln

(Place, date)

Sottrum

(Contractor and practice stamp)

Legal notice:

From the Society for Equine Medicine: Dr. V. Baltus, Dülmen; Dr. M. Becker, Kerken; K. Bemann, Verden; Dr. S. Drögemüller, Gehrden; Prof. Dr. K. Feige, Hannover; Prof. Dr. H. Gehlen, Berlin; Dr. M. Gundel, Ratingen; Dr. M. Hellige, Hannover; Dr. M. Paar, Sottrum; Dr. E. Schüle, Dortmund; Dr. G. Stadtbäumer, Telgte; Dr. S. Wachtarz, Pfezheim  
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