



PFERDEKLINIK
NINDORF

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General conditions of contract

1. A veterinary treatment contract is a service contract in which the veterinarian, except in the case of expert activity, owes no work, but an effect. For this reason the veterinary fee is not a success fee. A guarantee for the success of an operation or a successful treatment is given in no case. The clinic is not liable for damage to the animal or loss of the horse unless the clinic is insured against such damage or such damage is due to intent or gross negligence on the part of the veterinarians or their staff. Also excluded are claims for rectification, repetition of the operation, reduction of the fee and compensation.
2. In the provision of veterinary services, the cost of fulfilling the service contract varies due to various serious disease courses or unpredictable complications.
3. The clinic is entitled to carry out necessary treatments (including operations) or a necessary immediate euthanasia of the animal without the explicit permission of the owner, if the owner cannot be reached.
4. The owner/authorized representative is obliged to state any bad habits of the animal on admission.
5. The owner/authorized representative is informed that any operation or intensive treatment puts the horse under excessive stress which leads to an increased risk of infection. The owner/authorized representative has also been informed about the risks of an operation and the necessary anesthesia.
6. The owner/authorized representative declares that, as a result of a therapy emergency and after consultation, the horse, mentioned above, may be treated with medicines that are not approved for use on horses and other food-producing animals. Due to this fact, the owner/client is aware that the horse, mentioned above, cannot be used for the production of food and that the use of the horse, mentioned above, for the production of food is a violation of the Food and Consumer Goods Act and can be punished as a criminal offence. The owner/authorized representative must immediately ensure that a corresponding signature as a non-slaughter animal is made in the horses passport.

7. The Nindorf Equine Hospital is entitled to exercise the right of retention if fee statements from the treatment of other horses of the same owner have not been paid in full.
8. The owner/authorized representative is responsible for making the necessary enquiries about the course of the disease. Information can only be obtained from the treating veterinarian or a vet on duty. All other employees are strictly prohibited from providing information about patients.
9. Our employees are bound to professional secrecy due to §203 of the German Criminal Code (StGB, violation of private secrets), §17 of the Law against Unfair Competition (UWG, betrayal of business and company secrets) and the special secrecy regulations of our hospital.
10. Of course, we do not pass on any data to third parties without your authorization. Exceptions are referrals from veterinary colleagues, as we inform the colleague about our examinations and treatments by phone as well as written down, so the future care of your animal will continue to be guaranteed by the most complete knowledge possible.
11. All employees are familiar with data protection and confidentiality regulations. We store your personal data, the data of your animal, all knowledge gained from our examinations including the results of imaging procedures as well as all data of invoicing and payment transactions.
12. The place of jurisdiction for both parties shall be Winsen (Luhe) if the contracting party is an entrepreneur. If the contracting party is a consumer and does not have its registered office within Germany, the place of jurisdiction shall be Winsen (Luhe) as the registered office of the equine clinic.
13. If a provision of this contract is invalid, the validity of the remaining provisions of this contract shall not be affected. The invalid or unenforceable provision shall be replaced by a provision that comes as close as possible to the economic intent of the contracting parties. The same shall apply in the event of a contractual gap.