



Tierklinik Lüsche GmbH · Essener Str. 39a · 49456 Bakum-Lüsche

**Tierklinik Lüsche GmbH**

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Dear Ladies and Gentlemen,

You would like to buy/sell a horse and want our clinic to perform the prepurchase exam. We are more than happy to do this for you. Because of some changes in the law and the insurance companies some changes have been made. You can even choose the extent of this exam, which can increase or decrease the price.

### **The prepurchase exam**

For the prepurchase exam we differentiate the clinical part and the additional options, like X-ray, ultrasound, endoscopy, lab etc... These methods are used to detect any health problems at the time of the exam. We would like to point out, that some problems are hidden and not detectable, even if the vet takes as much care as possible. By choosing an concentrated exam the risk of hidden problems decreases, but please keep in mind, that a horse is a creature, which can become sick or can change by time passing by.

### **Education by the salesman**

Some informations about the horse, especially incidents in the past, can only be recognized by the vet with the help of the salesman. Missing or wrong information can lead to wrong interpretation of findings. Because of this we have a questionnaire in our investigation records, which the salesman has to fill out and sign.

### **Expenses of the horse / Liability**

For the prepurchase exam it is necessary to write down the price / value of the horse in the investigation records and to sign it. According to the price and the therefor resultant risk for the equine clinic, the price for the clinical part of prepurchase exam is calculated. Up to the price / value of 5.000 Euros we charge 312,94 Euros. Above this amount we add 0,60% of the declared price. (exclusive of VAT). If the applicant stops the exam during the clinical exam, only 312,94 Euros (exclusive of VAT) will be charged. Any additional exams made at this point will be charged extra.

### **Absorption of the costs**

Whoever (salesman or buyer) is going to pay for the prepurchase exam is a private agreement. But before we start the exam, we have to know who the ordering party is. Only this person can be charged for the upcoming expenses.

### **Attendence at the exam**

We recommend, that the ordering party is attendend during the exam. Beside of that we would like to inform you, that the exam can only take place, if all required informations are filled out (who is the ordering party? Signature of this person, declaration and affirmation of the price / value, etc.).

If you, as ordering party, are not attendend, please fill out the below-mentioned authorisation and make sure, that the original is in our clinic by the time of the prepurchase exam. In case of any further questions please do not hesitate to contact our clinic.

# Application form

Invoice recipient:.....

Company name:..... VAT-number:.....

street:.....

Postcode/Place:..... Country:.....

Phone:.....

e-mail:.....

## **Payment:**

**Cash (3% discount)**    **Cash Card (3% discount)** *only direct in Lüsche*

**Credit Card** cardnumber:..... Exp: /  Code:.....

Payment via invoice only **with** prior consultation! (date of birth . .  ), after testing at SCHUFA Holding AG.

## **Declaration of consent for data use**

With my signature, I agree that Tierklinik Lüsche GmbH collects my personal data on the registration form for the purpose of carrying out a veterinary treatment contract on the basis of statutory authorizations.

I was referred to the privacy policy on the website of the veterinary clinic Lüsche GmbH (<http://www.tierklinik-luesche.de/datenschutz/>) and have read this privacy policy thoroughly. In addition, I was informed that I may revoke this consent at any time without giving any reason and my data will be destroyed in that case. For any further use of personal data and the collection of additional information, as well as for forwarding to third parties, your consent is required. You may grant such consent voluntarily also in at a later date.

### **Consent to the use of data for other purposes**

I agree that the collected data may also be used for future treatment contracts, that this data, if necessary and necessary in the context of veterinary transfers or remittances to other veterinary practices, clinics and in the context of further diagnostics to investigation laboratories and institutes are transmitted and that the collected data may be transmitted to the farrier if necessary and necessary in the case of the farrier's use. Furthermore, I agree that the Animal Hospital Lüsche GmbH may inform me by mail, fax, SMS, WhatsApp or e-mail about laboratory results and scheduling and other and that the data collected, if necessary and necessary in the context of statements of assignment to insurance companies (eg: Uelzener, Allianz, RV etc.) may be transmitted. In addition, I agree that the data collected may also be used in the context of a continuation of the veterinary clinic Lüsche by a successor's further intended use.

It may happen that photos and videos are taken. These are posted as part of the marketing activities of the animal clinic Lüsche on various social media channels. Please put a cross here below if you agree that the photos of your horse may be used for marketing purposes.

Yes, I agree that Tierklinik Lüsche GmbH may take pictures of my animal within the framework of the treatment and the stay at the clinic and use these for public advertising purposes in print and online (excluding the publication of personal data) as well as scientific evaluations and publications.

With my signature I acknowledge having understood this privacy statement and I hereby expressly agree.

.....  
Date / Signature

# Contract Conditions

**§ 1** ..... (customer) commissions the veterinarians of the Equine Clinic Lüsche (contractor) with the examination of the horse: ..... The extent of the examination is determined by the customer and specified in §10 chapter 1, chapter 2, and § 12 of this document. No examinations that have not been specified and initiated within this protocol will be included in this pre-purchase examination. The content of the examination can only be amended by written agreement.

**§ 2** The examination serves as evaluation of the horse's health status at the time of examination. The examination does not constitute a declaration of defects in the legal sense. Stereotypies like weaving or crib biting, management dependent recurring airway disease, allergies, and certain diseases of the upper airway tract that can only be diagnosed after intense exercise cannot be assessed. The pre-purchase examination does not include assessment of these disorders. The examination will also not give an estimation of breeding values or a prognosis on the breeding or athletic career of the horse.

**§ 3** The veterinarian is not obliged to explain the risks of all individual steps of the examination, as long as the extent of the examination does not differ from the description in this document. The customer agrees to all procedures that need to be performed during the examination. The customer guarantees that the owner of the horse also agrees to these.

**§ 4** It is understood and agreed that the results of the examination may be discussed with the vendor/owner and purchaser of the horse but not with any third party. However, the customer may at his or her discretion not allow disclosure to any other party including the vendor/owner. The information included in this examination protocol is solely intended for the customer. The veterinarian needs to give his or her consent if this document is to be distributed to any third party.

**§ 5** The evaluation of the obtained findings (Part C of the examination) is done with the greatest possible care of the veterinarian and reflects his or her opinion. A prediction about the future development of the health status, performance and use cannot be given, because the horse is a living animal that is subject to constant changes in constitution and condition. Only the customer can make a decision on the purchase.

**§ 6** Costs for the standard clinical examination (excluding imaging etc.) are based on the purchase price of the horse, obtained from the customer personally. If the horse's price is less than € 5.000,- the cost is € 312,94 excl. VAT. If the horse's price is more than € 5.000,-, the price of the clinical exam increases by 0,6 % of the purchase price. The customer understands that increased liability coverage is possible and will result in increased fees depending on the coverage selected. It is not possible to change the purchase price of the horse, once the examination has begun.

The customer or authorized person hereby personally confirms and is bound to the purchase price of the horse mentioned above and presented for examination.

€ ..... **read and accepted, signature** .....

**§ 7** The contractor is liable for an amount that is not higher than that of the purchase price of the horse. The same liability cover applies to any persons authorized in the contract. Third party liability is excluded.

**§ 8** Unless there are individually negotiated terms about the limitation period, the statute of limitation is one year. This means that legal proceedings can only be initiated by the customer or other authorized person who is mentioned within the contract, within the period of one year, which starts with the initiation of the statute of limitations.

**§ 9** The location of examination is independent of the agreed conditions and process of examination in this contract. Even for examinations outside Germany, the German legal court is the only court that is authorized to assess the conditions of this contract. This also applies to third party claims.

<b>§10 Definition of Examination</b>	Confirmation Signature
<b>Clinical examination following the attached protocol</b> The examination price consists of a basic fee of € 312,94 plus 0,6% of the purchase price/value, if the value of the horse is more than € 5.000	<input type="checkbox"/>
<b>Radiographs</b>	
Standardized German protocol of the radiological examination (18 Radiographs) lateromedial views of all four distal limbs, upright pedal view (dorso 45° proximal-palmarodistal oblique) of each front foot, three views of each hock ( 0°, 45° & 135°) and 2 views of each stifle ( 90° and 0°)	<input type="checkbox"/>
<b>Further Radiographs</b>	
Skyline-Image of the navicular bone	<input type="checkbox"/> right front <input type="checkbox"/> left front
Fetlocks/sesamoid bones in oblique Visualization	<input type="checkbox"/> right front <input type="checkbox"/> left front <input type="checkbox"/> right hind <input type="checkbox"/> left hind
Fetlocks/sesamoid front-to-back Visualization	<input type="checkbox"/> right front <input type="checkbox"/> left front <input type="checkbox"/> right hind <input type="checkbox"/> left hind
Back: Thoracic Spine/Lumbar region/Dorsal spinal processes	<input type="checkbox"/>
Neck	<input type="checkbox"/>
Additional radiographics: .....	<input type="checkbox"/>
.....	
<b>Evaluation of referral radiographics in written form</b>	<input type="checkbox"/>

<b>Laboratory Examination</b>	
Complete blood count, serum chemistry	<input type="checkbox"/>
Fecal-examination for parasites (Mc Master-method)	<input type="checkbox"/>
Further examinations: .....	<input type="checkbox"/>
.....	<input type="checkbox"/>
<b>Doping (Collect blood sample and store for a six-month period (in house))</b>	
Testing for NSAIDs, corticosteroids and sedatives	<input type="checkbox"/>
FEI testing kit for shipping	<input type="checkbox"/>
Express service	<input type="checkbox"/>
Storage by an external laboratory	<input type="checkbox"/>
Examination for anabolics on special request (Urine or hair sample)	<input type="checkbox"/>
<b>Exportscreening (Laboratory Dr. Böse)</b>	
Country of destination: .....	<input type="checkbox"/>
<b>Ultrasound examination</b>	
Tendons	<input type="checkbox"/> right front <input type="checkbox"/> left front <input type="checkbox"/> right hind <input type="checkbox"/> left hind
Cervical spine	<input type="checkbox"/>
Back	<input type="checkbox"/>
<b>Cardiac ultrasound with "Sonodoppler" (+ time fee)</b>	
<b>Endoscopic examination of the larynx and the upper airways</b>	
Additional – Blood gas analysis	<input type="checkbox"/>
<b>Additonal eye examination</b>	
Ultrasound	<input type="checkbox"/>
Slit lamp	<input type="checkbox"/>
Tonometry (measurement of intraocular pressure)	<input type="checkbox"/>
Fluorescent dye test (per Auge)	<input type="checkbox"/>
<b>Rectal examination</b>	
<b>Andrological examination (incl. semen collection and evaluation)</b>	
<b>Reproductive examination of mares incl. ultrasound examination</b>	
<b>Examination under Tack</b>	
<b>Chiropractic/Biomechanical evaluation</b>	
<b>Qualisys „Q-Horse“ Objektive gait monitoring</b>	
<b>Videorecording in the house</b>	

**§ 10** The customer or the authorized person herewith confirms the requested services described above. The payment, in cash or EC cash, is due directly after performing the examination. Additional examinations will be charged according to the GOT (charging settlement by german law).

**§ 11** The customer is obliged to pay for the radiographs and the assessment of the radiographs he or she has requested and signed for on this form. These radiographs are the property of the contractor. The customer is not obliged to release them. Copies can be obtained on request, additional costs will incur. Evaluation of other, previously taken images (radiographs, ultrasound images etc.) is only possible when the veterinarian who was responsible for these has assessed and reported them in written form.

**§ 12 Special agreements/ requests for the pre-purchase examination:**

.....  
.....  
.....

**§ 13** Should any clause in this contract be partially or entirely ineffective, the contract as a whole will not be affected. The examination report and its contents are subject to the laws of the Federal Republic of Germany with the exception of any conflicting standards where applicable. The German and the English texts of the examination report shall be equal. In the event of any inconsistency between the German and the English text, the German text shall prevail and is legally binding.

**Authorisation**

I..... (first and last name) award as the ordering party for the prepurchase exam of the horse  
..... (gender: ....., age: .....) through the equine clinic in luesche the authorisation to the following person:  
..... (first and last name), to act as a substitute for me, to announce the extend of the prepurchase exam, to accept the limitation of liability and to get the results explained and verifice them. I also accept the

**Place** ....., **date** .....

**Customer**

**Contractor**

# General Terms and Conditions (GTC) of Tierklinik Lüsche GmbH

Version: October 2025

**1. Scope of Application:** These General Terms and Conditions apply to all examinations, treatments, surgical procedures, inpatient stays, and other services provided by Tierklinik Lüsche GmbH to animal owners and their authorized representatives. Deviating terms and conditions of the client shall apply only if expressly confirmed in writing.

**2. Admission and Disclosure Obligations of the Owner:** Animals are admitted following prior appointment. The owner or authorized representative must provide complete and accurate information regarding all known characteristics, pre-existing conditions, and particularities of the animal at the time of admission. Any subsequent changes or abnormalities must be reported to the clinic without delay.

**3. Provision of Treatment and Emergency Measures:** The clinic is authorized to perform all diagnostic and therapeutic procedures, including surgical interventions, deemed necessary in the exercise of professional veterinary judgment. In acute emergencies, the clinic may act without prior consultation with the owner if necessary to safeguard the animal's welfare and prevent significant suffering or life-threatening conditions (§ 4 German Animal Welfare Act). Euthanasia may only be carried out where legally required under animal welfare regulations. The clinic will make reasonable efforts to contact the owner beforehand whenever feasible.

**4. No Warranty of Treatment Success:** The services provided constitute services within the meaning of § 611 BGB. Therefore, no guarantee can be given that a specific treatment outcome will be achieved, even when treatment is performed in accordance with recognized veterinary standards. This provision does not apply to pre-purchase examinations.

## 5. Liability

1. The clinic shall be liable for damages caused intentionally or by gross negligence.
2. In the event of a slightly negligent breach of duty, liability shall be limited to breaches of essential contractual obligations (cardinal duties). In such cases, liability is restricted to typical and foreseeable damages.
3. Liability for damages resulting from injury to life, body, or health remains unaffected (§ 309 No. 7 BGB).
4. The clinic shall not be liable for damages arising from unforeseeable complications, infections, allergic reactions, or other inherent risks of veterinary procedures, provided the clinic bears no fault.
5. Liability for damages caused by infections or disease transmission occurring despite proper veterinary care is limited to cases of intent or gross negligence.
6. Loading, unloading, leading, or otherwise handling the horse by clinic staff—at the request or instruction of the owner or authorized representative—occurs at the owner's sole risk. The clinic assumes no liability unless the damage was caused intentionally or by gross negligence.

**6. Risks and Informed Consent:** The owner or authorized representative has been informed about the general and individual risks of the treatment, including surgical procedures and anesthesia. The relevant information materials have been provided, read, and acknowledged.

**7. Medicinal Products and Non-Slaughter Declaration:** In situations of therapeutic necessity, medicinal products not explicitly approved for use in horses may be administered (Art. 112 et seq. Regulation (EU) 2019/6). The owner or authorized representative consents to such use and confirms that the treated horse is not intended for human consumption. They undertake to promptly record the designation "Not for Slaughter" in the horse passport.

**8. Inpatient Stay and Release of the Animal:** The horse will only be released upon presentation of the admission slip or upon clear proof of authorization. The clinic is entitled to exercise a right of retention under § 273 BGB until all outstanding claims arising from the treatment have been settled. Visitors may enter stable areas only with prior approval by clinic staff. Staff instructions must be followed at all times. The right of retention does not apply where doing so would endanger the welfare of the animal.

**9. Payment Terms:** Fees are determined in accordance with the currently applicable German Veterinary Fee Schedule (GOT). Payment is due immediately upon collection of the animal or upon receipt of the invoice and may be made in cash, by debit or credit card, or by bank transfer. In the event of default, the clinic is entitled to charge statutory default interest (§ 288 BGB).

**10. Communication and Electronic Invoicing:** Invoices, medical findings, and other communications may be transmitted electronically (e.g., via email or PDF). The customer must notify the clinic of any changes to their email address. Electronic communication is conducted on the basis of Art. 6(1)(b) GDPR (performance of a contract).

**11. Data Protection:** Personal data is processed solely for the purpose of fulfilling the treatment contract. Data is transmitted only to the extent necessary for diagnostics or billing (e.g., to laboratories, insurance companies, or billing service providers). Further information on data protection is available in the clinic's privacy policy at [www.tierklinik-luesche.de/datenschutz](http://www.tierklinik-luesche.de/datenschutz)

**12. Photo and Video Documentation:** The owner or authorized representative consents to photo and video recordings of the animal being made for medical documentation, quality assurance, or scientific purposes. Publication for advertising purposes requires separate explicit consent.

**13. Distance Communication and Online Services:** For remote consultations or online appointment bookings, the statutory right of withdrawal under §§ 312g et seq. BGB applies, provided the customer is a consumer. The right of withdrawal expires if treatment begins at the express request of the customer before the withdrawal period ends.

**14. House Rules:** When entering the clinic premises, all staff instructions must be followed. Dogs must remain on a leash at all times. Consideration must be shown toward other animals and clients.

**15. Place of Jurisdiction and Applicable Law:** For contracts with business clients, the place of jurisdiction is Vechta. For consumers, the statutory place of jurisdiction at the consumer's residence applies. German law shall apply, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG).

**16. Severability Clause:** Should any provision of these GTC be or become invalid, the validity of the remaining provisions shall remain unaffected. The invalid provision shall be replaced by a legally permissible provision that most closely reflects the economic intent of the original provision.

Tierklinik Lüsche GmbH  
Lüsche

Date..... Signature .....