

## **KNMvD General Terms and Conditions, version 2018, filed with the District Court of Midden-Nederland under number 22/2008**

### **Article 1: Definitions**

In these General Terms and Conditions the following definitions apply:

**Treatment Contract:** the contract (for the provision of services) between the Veterinary Practice and the Client to carry out veterinary treatment, to supply and/or to administer medication and/or to provide advice and/or to perform veterinary examinations.

**Client:** the owner and/or the provider of the Patient on whose instructions the Veterinary Practice performs the Treatment Contract.

**Debtor:** the person whose name is stated on the invoice of the Veterinary Practice.

**Veterinary Surgeon:** the person who is authorised to practise veterinary medicine under the prevailing Dutch Animals Act (*Wet Dieren*) and is registered in the designated Dutch register, is a member of the Royal Dutch Society for Veterinary Medicine (KNMvD) and, on the instructions of the Client, provides veterinary treatment, performs veterinary procedures and/or in this context, supplies, and/or sells, and/or administers medication, and/or provides veterinary advice and performs services.

**Veterinary Practice:** the Veterinary Surgeon(s) as defined above, as well as the practice conducted by the Veterinary Surgeon(s) using all the persons/auxiliary persons, including but not limited to veterinary surgeons, assistants, laboratory technicians, and suchlike, whether or not on the basis of an employment contract, in whatever legal form and/or legal form of cooperation.

**Patient:** The animal, the animals or the groups of animals presented for treatment, and/or the animal, the animals or the groups of animals for whom and/or for whose benefit medication is supplied, and/or administered, and/or other veterinary advice is given and veterinary services are performed.

### **Article 2: Applicability**

- 2.1 These General Terms and Conditions apply to all offers, agreements and contracts, including Treatment Contracts, between the Veterinary Practice and the Client based on which the Veterinary Practice provides goods or services of whatever nature and however named to the Client, insofar as not explicitly provided otherwise in writing.
- 2.2 Any general terms and conditions applied by the Client do not apply and are hereby explicitly rejected by the Veterinary Practice.
- 2.3 Any additional conditions and/or conditions to the contrary apply only if the Veterinary Practice has explicitly agreed in writing thereto.

### **Article 3: Formation of the Contract**

- 3.1 All offers and other communications on the part of the Veterinary Practice regarding the conclusion of a contract are without obligation, unless stated otherwise in writing by the Veterinary Practice.
- 3.2 The Contract to be concluded between the Veterinary Practice and the Client only becomes legally valid on the date on which the contract has been confirmed in writing by the Veterinary Practice, or when the Veterinary Practice has commenced the performance of the contract, and/or has provided, and/or has administered the medication to be supplied.
- 3.3 If an offer to conclude a contract ultimately fails to lead to a final contract, the Veterinary Practice is entitled at all times to invoice all the necessary costs that the Veterinary Practice has incurred in making an offer to the Client.
- 3.4 The Veterinary Practice is entitled to refuse to conclude a Treatment Contract for a Patient presented to it and/or to accept such contract only under certain conditions, if in the opinion of the Veterinary Practice treatment of the Patient has no chance of success, or has a clearly insufficient chance of success, unless the Veterinary Practice is obliged to treat the Patient pursuant to statutory regulations and/or rules of conduct/disciplinary rules.

### **Article 4: Contents of the Contract**

- 4.1 The Treatment Contract concluded between the Veterinary Practice and the Client does not constitute an obligation to achieve a result and only leads to a best efforts obligation on the part of the Veterinary Practice to provide veterinary treatment, and/or advice, and/or in this context to supply, and/or to administer medication.
- 4.2 The Veterinary Practice will perform the activities referred to in the previous paragraph to the best of its ability and with due care.
- 4.3 The Veterinary Practice is entitled to use third parties for the performance of the Treatment Contract.
- 4.4 The Treatment Contract may also consist of supplying and/or administering veterinary medicines, if permitted by law and subject to the provisions set out hereinafter in Article 4.5, by the Client personally, whether or not on the instructions of third parties, including administration on the instructions of government bodies. If this is the case, the provisions of Article 8.8 also apply.
- 4.5 The mere fact that the Veterinary Practice is engaged in selling, supplying and/or administering veterinary medicines, and/or renders assistance in this regard, does not discharge the Client and/or third parties from the obligations incumbent on the Client and/or on the relevant third party towards the Patient pursuant to laws and regulations governing the administration and supply of veterinary medicines, including the administrative obligations.

#### **Article 5: Early termination of the contract**

- 5.1 The Treatment Contract will be terminated early by:
  - the Client's explicit request, in which case the Client will be notified by the Veterinary Practice, if necessary, of the potential consequences of early termination for the Patient and, if the contract is terminated despite the advice of the Veterinary Surgeon and/or the Veterinary Practice, the Client will be notified by the Veterinary Practice that this will be at the Client's risk, and the Veterinary Practice will, if necessary, have the Client issue a written statement to that effect. The Client is obliged to cooperate fully in this regard.
  - the Patient's death.
  - a unilateral decision by the Veterinary Practice, if the Veterinary Practice is of the opinion that it cannot be reasonably expected to continue the veterinary treatment because there no longer is any reasonable chance of an intended and/or desired result.
  - a unilateral decision by the Veterinary Practice if the trust between the Veterinary Practice and the Client is severely damaged.
- 5.2 If the Treatment Contract is terminated early at the unilateral request of the Veterinary Practice, prior to doing so, the Veterinary Practice will inform and explain its reasons to the Client, unless this is not possible or cannot take place in a timely manner.
- 5.3 If a contract is to be terminated early, the costs incurred and the agreed fees will be charged to the Client commensurate with the work already performed, unless there are indivisible activities, to be determined at the discretion of the Veterinary Practice.

#### **Article 6: Rates, fees and payment**

- 6.1 The Veterinary Practice will determine the rates and fees to be charged on the basis of its own rates in accordance with the time spent and the circumstances. The VAT charged will be stated on the invoice.
- 6.2 The invoice of the Veterinary Practice may be paid in cash, immediately after performance of the work, unless agreed otherwise.
- 6.3 The Veterinary Practice is entitled, where appropriate, to require the Client to pay a deposit prior to performing the work and not to commence the work until after the Veterinary Practice has received the amount, unless the Veterinary Practice is obliged to immediately treat the Patient presented pursuant to legislation and/or rules of conduct/disciplinary rules.
- 6.4 A payment term of 14 days after the date of the invoice applies to non-cash payments, in which case administrative costs will be charged.
- 6.5 If several invoices are outstanding, any payment towards outstanding invoices is deemed to have been made in settlement of the oldest invoice.

- 6.6 If the payment is not made within the specified term, the Debtor will be in immediate default by operation of law by the mere expiry of the payment term, and the Debtor will owe the statutory interest on the principal amount or on the remaining debt.
- 6.7 The Debtor is neither entitled to suspend any payment obligation to the Veterinary Practice, nor to set off, for whatever reason, any of the amounts already invoiced or to be invoiced by the Veterinary Practice.
- 6.8 If the Debtor is in default and debt collection is initiated, in addition to the amount owed and the interest due, the Debtor is obliged to pay both the judicial and the extrajudicial collection costs.
- 6.9 If the Client does not collect the Patient, or does not collect the Patient on time from the Veterinary Practice upon completion of the veterinary treatment, the Veterinary Practice is entitled to charge all the associated additional costs to the Client.
- 6.10 The payments made by the Debtor firstly serve to settle the costs owed, subsequently to settle the interest due and only after that to settle the oldest outstanding invoice.

#### **Article 7: Complaints**

- 7.1 The Client is obliged to promptly inspect the work performed by the Veterinary Practice and/or the goods to be supplied, including medication, for any immediately detectable defects and/or imperfections.
- 7.2 If the Veterinary Practice applies the KNMvD Complaints Regulations adopted by the KNMvD, the Client may use them. If the Veterinary Practice does not state on its website that it applies the KNMvD Complaints Regulations, in principle these regulations do not apply. Immediately on the Client's request, the Veterinary Practice will inform the Client whether it nevertheless applies or wishes to apply the KNMvD Complaints Regulations.
- 7.3 Without prejudice to the provisions of the potentially applicable KNMvD Complaints Regulations, the Client must notify the Veterinary Practice (preferably in writing) of any complaints about the services performed within 30 days after the work has ended, or after the defects and/or the imperfections have become known to the Client. If the term of 30 days is exceeded, any claim against the Veterinary Practice relating to any defect and/or imperfection lapses.
- 7.4 If the Veterinary Practice finds the complaint about the work performed justified, the Veterinary Practice is entitled at all times:
- a) to perform the work concerned within a reasonable period in the correct manner, if this is still possible, or;
  - b) to credit the amount owed by the Client; such at the discretion of the Veterinary Practice.

#### **Article 8: Liability**

##### *General*

- 8.1 If the Veterinary Practice and/or the Veterinary Surgeon are liable in any way towards the Client, such liability is limited at all times to the amount paid in the case in question under the liability insurance of the Veterinary Practice or the Veterinary Surgeon.
- 8.2 Liability for indirect damage is excluded at all times, including in any event but not limited to consequential damage, lost profit, lost savings and damage or losses arising from business interruption and suchlike.
- 8.3 The Contract is performed solely for the benefit of the Client. Third parties cannot derive any rights from this Contract, nor from the performance thereof.
- 8.4 Apart from the cases referred to in this article, any liability is excluded.
- 8.5 The Client indemnifies the Veterinary Practice for all third-party claims resulting either directly or indirectly from the performance of the Contract.

##### *Special provisions*

- 8.6 If a veterinary examination is performed pursuant to the Treatment Contract, the following provisions apply, if they depart from the provisions in the preceding paragraphs of this article:

- 8.6.1 The examining Veterinary Surgeon and/or the Veterinary Practice are not liable for any damage – explicitly including financial loss and consequential damage – caused by performing the examination or by any inaccuracies and incompleteness of the information in drawing up the examination report, unless it is established that this damage is due to intent or gross negligence on the part of the examining Veterinary Surgeon.
- 8.6.2 With respect to liability as referred to under 8.6.1, only the Client has a right of action – within the frameworks stated therein – against the examining Veterinary Surgeon and/or the Veterinary Practice; parties other than the Client cannot derive any rights to compensation whatsoever from the examination report.
- 8.6.3 Liability on the part of the Veterinary Practice and the Veterinary Surgeon will be limited at all times to the amount paid in the case in question under the liability insurance of the Veterinary Practice or the Veterinary Surgeon.
- 8.6.4 If the Client and/or third parties are of the opinion that the Patient's state of health at the time of the examination in question does not correspond to the information stated in the examination report, they must promptly notify their counterparty (to the purchase agreement, for example) in writing thereof, subject to the lapse of any right of action against the Veterinary Practice and/or the Veterinary Surgeon, and claim compensation from that party, and simultaneously provide a copy of this notification to the examining Veterinary Practice and/or the Veterinary Surgeon.
- 8.6.5 Disputes regarding the performance of the examination and/or the information contained in the examination report are governed exclusively by Dutch law. The Dutch court has exclusive jurisdiction to hear those disputes.
- 8.6.6 If the Client is not the owner of the animal, the Client guarantees that the owner has granted permission to perform the veterinary examination and Articles 8.6.1–8.6.5 may also be invoked against the owner.
- 8.6.7 Articles 8.6.1–8.6.6 also apply if the Client does not sign the examination report.
- 8.7 If the services the Client has requested the Veterinary Practice to perform relate to importing or exporting animals, including but not limited to issuing health certificates, liability on the part of the Veterinary Practice is excluded. The Client indemnifies the Veterinary Practice in this context for claims made by third parties for whatever reason.
- 8.8 The exclusion of liability referred to in Article 8.7 does not apply if intent and/or gross negligence exists, which in any event also applies if the Veterinary Practice and/or the Veterinary Surgeon have deliberately rendered their cooperation in illegal trade.
- 8.9 Without prejudice to the provisions of the preceding paragraphs of this article, unless intent and/or gross negligence exists on the part of the Veterinary Practice and/or the Veterinary Surgeon, the Veterinary Practice excludes any liability:
- for damage resulting from the administration of veterinary medicines by the Client personally and/or
  - for damage resulting from the administration of veterinary medicines on the instructions of third parties, including administration on the instructions of government bodies and/or
  - for injury and/or damage from the administration of these medicines, and any side effects they may have and/or
  - for inaccuracies in fulfilling the applicable administrative obligations and the associated evidentiary problems.
- 8.10 The conclusion of a contract and/or the provision of veterinary treatment, and/or in this context the supply and/or the administration of medication, and/or the provision of veterinary advice and services, do not in any way affect the strict liability of the Client and/or third parties for the damage caused to the animal within the meaning of Section 179 of Book 6 of the Dutch Civil Code.

#### **Article 9: Ownership and data**

- 9.1 The Veterinary Practice retains at all times the ownership of copies of information, documents and other information carriers, such as X-rays, relating to the Patient and the performance of the Contract.
- 9.2 The Veterinary Practice will retain these documents on file for a period of five years. The Client may obtain copies of these information carriers and/or other documents on request at cost price.

9.3 The Veterinary Practice uses the personal and other data provided by the Client to the Veterinary Practice for the purpose of performing the Contract. In the processing of the Client's personal data, the Veterinary Practice complies with the applicable privacy laws and regulations.

#### **Article 10: Special provisions**

##### *Entry to animal housing/work location*

10.1 If the treatment of the Patient gives cause to do so, the Veterinary Practice is entitled to deny any person entry, including the Client if necessary, to the animal housing or another location where the treatment is provided, and/or to attach other conditions it deems necessary for the treatment. The Client is obliged to comply with this.

##### *Scientific research*

10.2 The Veterinary Practice is entitled to use (parts of) the Patient or material from the Patient for statistical and/or scientific research purposes, or to write about it in a publication, unless the Client has expressed explicit and insurmountable objections to this. If necessary and if possible, the Veterinary Practice will notify the Client in advance of its intention to use the data referred to for research purposes.

#### **Article 11: Applicable law and dispute resolution**

11.1 This Contract and all contracts arising from it between the Veterinary Practice and the Client are exclusively governed by Dutch law.

11.2 The court in the district where the Veterinary Practice has its registered office has exclusive jurisdiction to hear disputes between the parties, without prejudice to the right of the Veterinary Practice to submit a dispute to the court which has jurisdiction according to the law.