

General Terms and Conditions of Dierenartsenpraktijk drs. H.J.M. de Weerd B.V.

Article 1: Definitions

For the purpose of these General Terms and Conditions the following is understood as:

- **General Terms and Conditions:** any and all provisions set forth in the General Terms and Conditions below;
- **Veterinarian:** the person who in pursuance of the Dutch University Education Act (Dutch Bulletin of Acts and Decrees 1985, 562) acquired the capacity of Veterinarian or who was in pursuance of the Dutch Veterinary Medicine (Practice) Act 1990 admitted to the veterinary practice and who under the authority of the Client performs veterinary treatments and/or in the context of the same supplies and/or sells and/or administers medicines and/or provides other veterinary advice and services;
- **Veterinary Practice:** the Veterinarian(s) as defined above whilst relying on any and all (auxiliary) persons, including but not limited to veterinarians, para-veterinary employees, assistant laboratory technicians, and others, whether or not on the basis of an employment agreement
- **Client:** the owner of the Patient to be treated and/or the presenter of the Patient under whose authority the Veterinary Practice performs the veterinary treatments and/or, in the context of the same, supplies and/or sells and/or administers medicines and/or provides other veterinary advice and veterinary services;
- **Patient(s);** the animal, animals or groups of animals presented for treatment by the Client and/or the animal, animals or groups of animals for which and/or for the benefit of which medicines are supplied and/or administered and/or other veterinary advice and veterinary services are provided;
- **(Treatment) Agreement:** the agreement (for the provision of services) between the Veterinary Practice and the Client for the performance of veterinary treatments, the supply and/or administration of medicines and/or the provision of advice and/or the performance of (veterinary) examinations;
- **Debtor:** the person in whose name the invoice of the Veterinary Practice is issued and who accepted the obligation to actually pay the said invoice;
- **Surgery Hours:** the Surgery Hours of the Veterinary Practice during which the Client can, whether or not by appointment, attend the Veterinary Practice during established times for veterinary treatments and/or examinations determined to that end by the Veterinary Practice;

Article 2: Applicability

- 2.1 These General Terms and Conditions are applicable to any and all (Treatment) Agreements between the Veterinary Practice and the Client.
- 2.2 Additional and/or different terms and conditions of the Client shall not have binding effect on the Veterinary Practice. Additional and/or different terms and conditions are only applicable between the parties if the Veterinary Practice agreed with the said additional and/or different terms and conditions.

Article 3: Conclusion of (Treatment) Agreement

- 3.1 Any and all offers regarding the conclusion of a (Treatment) Agreement are subject to contract, unless stipulated otherwise by and between the parties. Within three working days after acceptance of the offer subject to contract the offer can be revoked by the Veterinary Practice.
- 3.2 The (Treatment) Agreement to be concluded by and between the Veterinary Practice and the Client shall only be legally valid from the moment that the agreement is confirmed in writing by the Veterinary Practice or if the Veterinary Practice started the implementation of the agreement.
- 3.3 The Veterinary Practice is entitled to refuse the conclusion of a Treatment Agreement with regard to a Patient presented to the same for treatment and/or to accept on the basis of certain conditions, if the Veterinary Practice is of the opinion that treatment of the Patient does not have a chance - at least an absolutely insufficient chance - of success, unless the Veterinary Practice is pursuant to regulations held to treat the presented Patient.

Article 4: Content of (Treatment) Agreement

- 4.1 The (Treatment) Agreement concluded by and between the Veterinary Practice and the Client results in a best efforts obligation of the Veterinary Practice regarding the provision of a veterinary treatment and/or advice and/or medicines to be supplied and/or administered in connection therewith. The Veterinary Practice performs the said activities to the best of its ability and with the diligence that can be expected of the same. The Veterinary Practice is entitled to rely on third parties during the implementation of the (Treatment) Agreement, the latter at the expense of the Client.
- 4.2 The (Treatment) Agreement can also consist of the sale, supply and/or administration of veterinary medicines by the Client and/or under the authority of third parties, including administration under the authority of official authorities.
- 4.3 The mere fact that the Veterinarian is involved in the sale, delivery and/or administration of veterinary medicines and/or provides assistance in the same shall not release the Client and/or third parties from administrative obligations vested in the same in respect of the Patient on account of the Dutch Veterinary Medicines Act.

Article 5: Early termination of (Treatment) Agreement

- 5.1 The (Treatment) Agreement concluded by and between the Veterinary Practice and the Client comes to an end early following:
 - the express request of the Client, in the course of which the Client shall, where required, be pointed by the Veterinary Practice to the potential consequences of the said early termination for the Patient and shall, if termination takes place against the advice of the Veterinarian and/or the Veterinary Practice, be pointed to the fact that this takes place at the risk of the Client, in the course of which the Veterinary Practice shall, where required, have the Client make a corresponding written statement;
 - the demise of the Patient to be treated;
 - termination by the Veterinary Practice, if the Veterinary Practice is of the opinion that it can reasonably not be required of the same that the veterinary treatment shall be continued on account of the fact that there is no reasonably chance (any more) of a proposed and/or required result;
 - termination by the Veterinary Practice, if the confidence between the Veterinary Practice and the Client has been betrayed in a serious manner.
- 5.2 If the (Treatment) Agreement comes to an end early following termination by the Veterinary Practice then the Veterinary Practice shall, before proceeding accordingly, inform the Client accordingly and elaborate its motivation to the Client.
- 5.3 If the (Treatment) Agreement is terminated early then the stipulated fee shall - where possible - be charged to the Client in proportion to the activities that have already been performed, the latter at the reasonable discretion of the Veterinary Practice.

Article 6: Rates, fees and payment

- 6.1 The Veterinary Practice establishes the rates and fees to be charged according to its own rates based on time and circumstances. On request, the Client can be provided with an estimate of the costs to be expected in advance; rights can basically not be derived from the said estimate as it expressly merely regards an estimate
- 6.2 When charging accommodation expenses to the Client the day of admission and the day of pick-up are qualified as full nursing days.
- 6.3 The Veterinary Practice is always entitled to request the Client to submit valid proof of identity.
- 6.4 Payment of the invoice of the Veterinary Practice must take place in cash, immediately after the service, unless stipulated otherwise. Cash payment is also understood to include a pin payment on the spot. A payment term of 14 days after the date of the invoice applies to non-cash payments, in which instance administration charges may be charged.
- 6.5 If multiple invoices are outstanding then partial payments are deemed to extend to payment of those that expire first.
- 6.6 In case of late payment the Debtor shall immediately be in default and the Debtor shall be liable to pay the statutory interest pursuant to Section 119a of Book 6 of the Dutch Civil Code on the principle sum or the remainder of the claim. An amount of at least €25.00 (twenty-five euros) shall be charged every time for the despatch of a second reminder.
- 6.7 The Debtor shall not be entitled to apply settlement, on any account whatsoever, in respect of amounts that are charged by the Veterinary Practice for the activities performed by the Veterinary Practice.
- 6.8 If the Debtor is in default and if collection is applied then the Debtor shall, in addition to the payable amount and the statutory interest accrued pursuant to Section 119a of Book 6 of the Dutch Civil Code, be held to pay compensation for both the extrajudicial and the judicial collection costs. The extrajudicial collection costs are set at, at most, the statutorily permitted amounts and rates, as determined in the Dutch Extrajudicial Collection Costs (Fees) Decree. In case of non-consumers the actual costs of the third parties relied on by the Veterinary Practice (e.g. a lawyer or bailiff) shall be claimed.
- 6.9 The Veterinary Practice is entitled to, as the occasion arises, require a down payment from the Debtor prior to the performance of its activities and to not start its activities other than after the amount has been received by the Veterinary Practice, unless the Veterinary Practice is pursuant to regulations held to treat the presented Patient immediately.
- 6.10 The Veterinary Practice is entitled to, if the Client does not pick up the Patient at the Veterinary Practice after completion of the veterinary treatment or late, charge any and all associated additional costs to the Debtor, in the cause of which payments shall first be applied to satisfaction of the payable costs, then to satisfaction of the payable interest, and only then to satisfaction of the oldest outstanding invoice.
- 6.11 The Veterinary Practice is entitled, if the Debtor does not want to pay the invoice immediately, to rely on its statutory right of retention and to retain the Patient and/or the goods and to charge the associated additional costs to the Debtor.

Article 7: Reservation of title

- 7.1. Any and all goods delivered and yet to be delivered for the benefit of the sale exclusively remain the property of the Veterinary Practice, until any and all claims that the Veterinary Practice acquired or shall acquire in respect of its Client, including in any case the claims as intended in Section 92 Subsection 2 of Book 3 of the Dutch Civil code, have been paid in full.
- 7.2. The Client is held to store the goods that were delivered subject to reservation of title with the necessary diligence and as clearly recognisable property of the Veterinary Practice.
- 7.3. The Veterinary Practice is entitled to take back the goods that were delivered subject to reservation of title and that are still present at the Client if the Client fails to comply with their payment obligations or is or threatens to be in payment difficulties.

Article 8: No show

- 8.1. If the Client does not show at a scheduled appointment or cancels less than 24 hours in advance then the full consultation fee of the relevant service is charged.

Article 9: Complaints

- 9.1. The Client is held to forthwith inspect the performances delivered and/or the medicines supplied by the Veterinary Practice on immediately visible defects and/or shortcomings. The Client must submit complaints about the provided services to the Veterinary Practice in writing within 30 days after the activities have been concluded or after the defects and/or shortcomings have become known to the Client, in case of an overstepping of the said time period each and every claim in respect of the Veterinary Practice in connection with a defect and/or shortcoming shall expire.
- 9.2. If the Veterinary Practice deems the complaint about the delivered performance to be founded then the Veterinary Practice shall always be entitled to:
- where possible, yet deliver the said performance within a reasonable period of time in the correct manner; or
 - credit the amount payable by the Client, the latter at the discretion of the Veterinary Practice.
- The potential liability of the Veterinary Practice then expires in full.

Article 10: Liability

General provision:

- 10.1. If the Veterinary Practice shall, in any way whatsoever, be liable for damages incurred by the Client and/or the Patient then the said liability shall always be limited to the amount to which the liability insurance of the Veterinary Practice shall, as the occasion arises, entitle. The policy terms and conditions and policy schedules of the said insurance are available for inspection at the Veterinary Practice, of which a copy shall be made available free of charge on written demand of the Client. Compensation for indirect damages shall always be excluded, including but not limited to consequential damages, lost profit, lost savings, and damages due to (business) interruptions and the like.

Special provisions:

- 10.2. If there is question of a veterinary examination then in derogation from the previous paragraph of this article the following provisions are applicable (which are also printed on the examination report).
- 10.2.1. The examining Veterinarian and/or the Veterinary Practice shall not be liable for any damages - expressly including financial losses and consequential damages - caused by the performance of the examination or by inaccuracy and incompleteness in the preparation of the examination report, unless it is an established fact that the said losses and damages can be attributed to intent or gross negligence of the examining Veterinarian.
- 10.2.2. The Client shall only be entitled to the claims regarding the liability as intended in article 10.2.1 in respect of the examining Veterinarian and/or the Veterinary Practice; parties other than the Client cannot derive any right to compensation from the examination report.
- 10.2.3. Articles 10.2.1 up to and including 10.2.5 are also applicable if the Client does not sign the examination report and nonetheless takes receipt of the examination report.
- 10.2.4. If the Client is not the owner of the animal then they guarantee that the owner granted consent to the performance of the veterinary examination and that articles 10.2.1 up to and including 10.2.5 can also be relied on against the owner.
- 10.2.5. If the Client and/or third parties are of the opinion that the health condition of the animal at the time of the examination in question does not correspond to the health condition mentioned in the examination report then they must, subject to forfeiture of each and every claim in respect of the Veterinarian and/or Veterinary Practice, expeditiously report this in writing to their other party and address them for compensation for damages, upon simultaneous supply of a copy of the said notification to the examining Veterinarian and the Veterinary Practice.
- 10.3. The Veterinary Practice that supplies information about the import of animals into the Netherlands and/or the export of animals to countries outside the Netherlands and the relevantly applicable import and/or export rules merely provides undue assistance, in the course of which a successful import or export is by no means guaranteed and in the course of which the Veterinarian and/or the Veterinary Practice shall not be liable for any damages and/or costs of any nature whatsoever related to the relevant (attempts to) import or export of animals, unless there is question of intent and/or gross negligence of the Veterinarian and/or the Veterinary Practice.
- 10.4. The Veterinary Practice excludes each and every liability for damages as a result of the administration of veterinary medicines by the Client and in connection with administration of veterinary medicines under the authority of third parties, including the administration under the authority of official authorities, as well as physical harm and/or damages due to the administration of the said medicines, the potential side effects of the same and inaccuracies during the performance of the relevantly applicable administrative obligations and the associated evidentiary issues, unless there is question of intent and/or gross negligence of the Veterinarian and/or the Veterinary Practice.
- 10.5. The conclusion of a (Treatment) Agreement and/or the performance of veterinary treatments and/or the supply and/or administration of medicines in connection therewith and/or the provision of veterinary advice and services shall not affect the strict liability of the Client and/or third parties for the damages inflicted by the animal within the meaning of Section 179 of Book 6 of the Dutch Civil Code. The Veterinary Practice shall, therefore, never be liable for the damages inflicted by the animal.

Article 11: Ownership

- 11.1. The Veterinary Practice always reserves the title of copies, documents, and other data carriers, e.g. X-rays, that are related to the treated Patient. The Veterinary Practice shall retain the said documents for a period of 5 years. On demand the Client can obtain copies of the said data (carriers) and/or other documents upon payment of the cost price.

Article 12: Special provisions

- 12.1. The Client is not allowed to enter areas of the clinic other than the waiting area without prior consent of the Veterinary Practice.
- 12.2. The Veterinary Practice is always entitled to euthanise an animal entrusted to the same that is in acute and serious suffering, without prospect of recovery, without being held to pay compensation to the owner or potential other beneficiaries. The Veterinary Practice shall, however, where possible, try to inform the Client in advance of the arising situation.
- 12.3. The Veterinary Practice is entitled to use (parts of) the Patient or substances that originate from the Patient for statistical and/or scientific research or to include the same in a publication, unless the Client expressly and insurmountably objected to this in writing. The Veterinary Practice shall, where required, report the intention of using the said data for research to the Client in advance.

Article 13: Applicable law and dispute resolution

- 13.1. Dutch law is exclusively applicable to any and all (Treatment) Agreements between the Veterinary Practice and the Client.
- 13.2. In case a dispute pertains to the statutory jurisdiction of the district court, the District Court for Zeeland and Western Brabant, Breda location, shall be competent to take cognisance of the dispute.