

Article 1: Definitions

In these General Terms and Conditions the following words shall have the following meanings:

Treatment Agreement: the agreement (for services) between Via Nova Equine Services BV and the Client for the carrying out of veterinary treatments, the supply and/or administration of medication and/or the giving of advice and/or the carrying out of a (veterinary) examination.

Client: the owner and/or the person bringing the Patient on whose instruction Via Nova Equine Services BV executes the Treatment Agreement.

Debtor: the person in whose name the invoice has been drawn up by Via Nova Equine Services BV.

Veterinary Surgeon: the person who is legally permitted to practise veterinary medicine and is entered in the register for this purpose, who is a member of the Order of Veterinary Surgeons and who on the Client's instruction carries out veterinary treatments and/or, within this framework, provides and/or sells and/or administers medication and/or gives other veterinary advice and carries out services.

Via Nova Equine Services BV: the veterinary practice, including the Veterinary Surgeon(s) as defined above, and also all auxiliary persons, including but not excluding other veterinary surgeons, assistants, laboratory technicians, stable workers, physiotherapists and other persons, whether or not based on an employment agreement, in whatever legal form and/or cooperation whatsoever. Via Nova Equine Services BV with company number BE 0781577203 is based in Bree (Belgium).

Patient: the animal, animals or groups of animals provided by the Client for treatment and/or the animal, animals or groups of animals for which and/or for the benefit of which medication is supplied and/or administered and/or other veterinary advice is given and veterinary services are carried out.

Article 2 – Liability

Via Nova Equine Services BV shall always execute the instruction to the best of its ability, with the necessary care and in accordance with the generally accepted norms and practices of the sector. An obligation to perform to the best of its ability not to a specific result shall rest on Via Nova Equine Services BV.

The Client is bound by a cooperation obligation. If the veterinary practice cannot execute the agreement as the result of poor cooperation by the Client or Patient, the veterinary practice has the right to suspend execution of the agreement and/or charge the extra costs arising from the delay to the Client. The Client must provide Via Nova Equine Services BV with all the data and information necessary for the execution of the instruction. The Client has sole responsibility for the quality of the data provided.

For work to be assigned by Client to Via Nova Equine Services BV as veterinary surgeon or veterinary expert, this in the broadest sense of the word, therefore including examinations, diagnoses, issue of medicines, operations and examinations, Via Nova Equine Services BV can only be liable in cases of intent or gross negligence. This shall also apply for the content of examination reports or any documents whatsoever. The liability of Via Nova Equine Services BV shall at all times be limited to maximum the amount that is actually paid out by the liability insurance of Via Nova Equine Services BV in a particular case. Compensation of indirect damage shall be excluded at all times, including in any event but not limited to consequential damage, lost profits, lost savings and damage due to (business) interruption, etc. If and in so far as for any reason whatsoever no payment is therefore made by virtue of insurance referred to or this does not provide cover, the liability of Via Nova Equine Services BV shall be limited to an amount of € 20,000. A copy of the policy shall be available for inspection at the secretariat of Via Nova Equine Services BV and can be sent by e-mail on request.

Via Nova Equine Services BV shall not be liable for damage arising from manufacturing errors and/or side effects of products and medicines supplied by third parties.

Extra note to inspections:

If a veterinary inspection is carried out, the following provisions shall apply, in so far as these deviate from the provisions in the above sections of this article:

- 2.1 - The inspecting Veterinary Surgeon and/or Via Nova Equine Services BV shall not be liable for any damage – financial loss and consequential damage explicitly included in this – caused by carrying out the inspection or by errors and omissions during the drawing up of the examination report unless it is determined that this damage is due to intent or gross negligence of the inspecting Veterinary Surgeon.
- 2.2 - With regard to the liability stated under 3.1 – within the framework stated there – only the Client is entitled to a claim against Via Nova Equine Services BV. Persons other than the Client (third parties) may not derive any right to compensation from the examination report. The Client shall indemnify Via Nova Equine Services BV against all claims by third parties that may result, directly or indirectly, from the execution of the agreement
- 2.3 - If the Client and/or third parties are of the opinion that the state of health of the Patient at the time of this inspection does not correspond with that stated in the examination report, on penalty of lapse of any right to make a claim against the Veterinary Surgeon and/or Via Nova Equine Services BV within a short period of time they must notify their other party in writing of this (in, for example, the purchase agreement) and claim compensation of damage from it, together with simultaneous provision of a copy of this notification to Via Nova Equine Services BV.
- 2.4 - Belgian law shall apply exclusively to disputes relating to the performance of the inspection and/or the completion of the examination report and the Belgian Court shall have exclusive jurisdiction to take cognisance of these disputes.
- 2.5 - If the Client is not the owner of the animal, he shall ensure that the owner has granted permission for the carrying out of the veterinary inspection and articles 2 and 2.1 to 2.5 can also be invoked against the owner.
- 2.6 – Articles 2 and 2.1 to 2.5 are also applicable if the Client does not sign the examination report.

Article 3 – Subcontracting to third parties

During the execution of the instruction given to it Via Nova Equine Services BV is at all times authorised to call in a third party or to subcontract the work to a third party. In any event the liability for third parties and/or auxiliary persons called in shall be limited in accordance with the provision in article 2 of this agreement.

Article 4 – Written notification requirement

In the case of (possible) damage the Client is obliged to inform Via Nova Equine Services BV in writing by return of post. In any event the (possible) damage should have been notified to Client in writing on penalty of lapsing, within fourteen days after the damage became known and/or could have been known. At that moment Via Nova Equine Services BV must be given the opportunity to assess the alleged damage and to limit this damage (if present). Client is at that moment bound to follow the instruction and/or treatment advice of Via Nova Equine Services BV. Via Nova Equine Services BV shall be released from any form of liability if the damage is not notified in time/or in writing and/or Via Nova Equine Services BV does not have the opportunity to assess the possible damage itself and/or Via Nova Equine Services BV does not have the opportunity to cause damage-limiting measures to be taken. This liability shall also lapse if the Client does not follow the treatment advice of Via Nova Equine Services BV or does not follow it completely. Any right of the Client to demand compensation shall lapse in all cases after the expiry of six months after the performance of the work, from which this damage is alleged to result.

Article 5 - Data

Via Nova Equine Services BV shall collect and process the personal/company data of the Client for the purpose of execution of the agreement, customer management, purchasing, accounting and direct marketing activities. The legal grounds are the execution of the agreement, compliance with statutory and regulatory obligations and/or the legitimate interest. These personal data shall only be transferred to processors, recipients and/or third parties in so far as this is necessary within the framework of above-mentioned purposes for processing.

The Client shall bear responsibility for the correctness of the personal/company data that he supplies to us and shall undertake to observe the General Data Protection Regulation in respect of the persons from whom he transferred the personal data to us, also with regard to all possible personal data that he may receive from us and our employees. The Client shall confirm that he has been sufficiently informed about the processing of his personal data and his rights of access, rectification, deletion and objection.

Article 6 – Footage/Images

The Client agrees that photos and videos taken of the animal during treatment may be used free of charge by the veterinary clinic on its own website, on social media platforms and in print publication. Unless specifically requested, no reference to the animal owner will be made in the publication, in particular the animal owner will not be named or otherwise identifiable. This consent can be restricted or withdrawn by the Client at any time for the future; it is otherwise valid indefinitely.

Article 7 – Payment

Via Nova Equine Services BV determines the rates and fees to be charged according to its own rates depending on time and circumstances. The calculated VAT-amount will be shown on the invoice.

All invoices from Via Nova Equine Services BV are payable in cash, unless expressly agreed otherwise in writing. The existence of possible complaints does not release the Client from his obligations to pay the invoices on their due date.

In the event of non-payment or late payment by a consumer, late payment interest and fixed compensation are due, calculated on the sum still to be paid. These will be due after the expiry of a period of at least fourteen calendar days starting on the third working day after sending a notice of default, whether registered or not, or on the calendar day following the day on which a notice of default was sent by e-mail. The late payment interest is equal to the maximum interest rate payable as referred to in art. 5 paragraph 2 of the Act of 2 August 2002 on combating late payment in commercial transactions, which is declared conventionally applicable. Considering and as long as Via Nova Equine Services BV is an SME, the late payment interest due runs from the calendar day after sending the first reminder. The fixed compensation for debts up to and including 150 euros will amount to 20 euros; for debts between 150.01 euros and 500.00 euros: 30.00 euros + 10% of the amount due in this bracket above 150.00 euros; for debts above 500.01 euros: 65.00 euros + 5% of the amount due on this bracket above 500.00 euros, all with a maximum of 2,000.00 euros. The late payment interest and the fixed compensation apply reciprocally in favor of a client/consumer if Via Nova Equine Services BV fails to fulfill its obligations.

In the event of non-payment or late payment by a client who is not a consumer, he is legally liable and without any prior notice of default being required, to pay late payment interest equal to the maximum payable interest rate as referred to in art. 5 paragraph 2 of the Act of 2 August 2002 on combating late payment in commercial transactions and a fixed compensation of 10% of the total outstanding balance per invoice (with a minimum of €75 per invoice). Non-payment of one or more invoices by the due date by a client who is not a consumer will make the balance due under all invoices, regardless of their due date, even if they are not due, immediately due and payable in full by operation of law and without prior notice of default.

Article 8 – Ownership

Via Nova Equine Services BV shall at all times retain ownership of copies, documents and other information carriers such as X-rays, CT and MRI images and shall keep these documents for 5 years. On request the Client can request a copy of these images or other documents at cost price.

Article 9 – Jurisdiction

The legal relationship between the parties shall be governed by Belgian law. Any disputes between parties shall be settled by the Courts of Tongeren (Belgium), without prejudice to the authority of Via Nova Equine Services BV to have the competent Court give a decision in accordance with the normal rules of jurisdiction.