Terms and Conditions

Last updated: June 2026

1. Definitions and Scope

1.1. In these Terms and Conditions, the following terms have the following meanings:

- **Services:** the services provided or to be provided by the Veterinary Clinic, including veterinary care, such as providing advice, conducting examinations, treating animals, administering medications, or handling veterinary matters such as nutrition, performing inspections, and issuing certificates.
- **Veterinarian**: the person registered in the appropriate registry who provides the Services, with or without the assistance of veterinary technicians and others.
- **Animal Clinic:** the relevant animal clinic, hospital, or practice with which an Agreement is entered into. Also referred to as **"We**," **"Us**," or **"Our**."
- **Goods:** the goods delivered or to be delivered by the Veterinary Clinic under the Agreement, including food, supplements, medication, and other goods.
- **Client:** the person (owner or representative) who enters into the Agreement with Us.
- **Patient:** the animal, animals, or herd of animals to which the Agreement relates.
- **Agreement:** the agreement between the Customer and Us for the provision of the Services and/or Goods.

1.2. Where these Terms and Conditions refer to "business Customers," this means any natural or legal person acting in the course of a profession or business.

1.3. These Terms and Conditions apply to all Services and Goods delivered and to be delivered, as well as to every offer, quotation, and Agreement. The House Rules and Privacy Statement are also part of the Agreement. We may amend these Terms and Conditions. If We do so, We will provide notice at least 30 days before they take effect.

1.4. Any general (purchasing) terms and conditions used by the Customer do not apply and are expressly rejected.

1.5. Additional and/or deviating terms and conditions apply only if they have been explicitly agreed upon in writing.

2. Services and Goods

General

2.1. An Agreement is formed upon acceptance thereof or upon Our performance thereof.

2.2. All of Our offers are non-binding.

2.3. The Agreement constitutes a best-efforts obligation.

2.4. The performance of the Agreement is intended solely for the Client and the Patient. Third parties cannot derive any rights from the Agreement.

Services (the treatment agreement)

2.5. We will provide the Services to the best of our knowledge and ability, with the care that may reasonably be expected of us. However, we cannot guarantee a specific result.

2.6. We may have the Services (or parts thereof) performed by third parties. Sections 7:404, 7:407(2), and 7:408 of the Dutch Civil Code (BW) do not apply.

2.7. Our involvement in the sale, delivery, and/or administration of veterinary medicines and/or the provision of assistance in this regard does not relieve the Client of its legal obligations regarding the administration of veterinary medicines to the Patient, including administrative obligations.

2.8. The Customer warrants that it has the owner's consent and that these Terms and Conditions may also be invoked against the owner.

2.9. If the Patient's treatment so warrants, We reserve the right to deny access to the locations where the treatment takes place to any person, including, if necessary, the Client. The Client shall follow the Veterinarian's instructions.

Goods (the sales agreement)

2.10. Delivery times are approximate. We shall not be in default merely because these times have elapsed.

2.11. We may deliver and invoice an order in installments.

2.12. Unless otherwise agreed in writing, delivery to business Customers takes place ex works/from the Dierenkliniek warehouse (EXW according to Incoterms 2020). Risk of loss for the Goods passes to the Customer at the time of delivery. Title to the Goods does not pass to the Customer until all financial obligations have been fulfilled, including those obligations relating to Services and Goods already delivered.

2.13. If We (or the manufacturer of Goods delivered by Us) initiate a recall, the Customer shall, upon request, immediately provide all information regarding the delivered Goods, such as their current storage location, date of sale or resale, date of delivery, etc.

2.14. Business Customers must comply with the applicable pharmacovigilance obligations. Business Customers shall immediately (in any event within 48 hours) notify Us of any potential adverse effects of the Goods.

3. Price and Payment

Prices

3.1. All prices are in EURO. The Veterinary Clinic will charge the price in effect on the date of delivery (Goods) or treatment (Services). The Veterinary Clinic may request an advance payment before delivering the Services or Goods.

3.2. We will always attempt to provide a breakdown of the costs before the Agreement is concluded. Unfortunately, this is not always possible (especially in urgent cases). If this is not possible, we will provide the most accurate estimate possible of the expected costs. By agreeing to treatment, the Client agrees to the actual final costs of the Services.

3.3. Invoices must be paid immediately, unless otherwise agreed in writing. Payment deadlines are strict deadlines. If payment is not made immediately, a payment term of 14 days applies. In the event of late payment, the Customer is automatically in default. We will then send the Customer a written demand for payment. If the Customer is a consumer, they will be granted a period of at least 14 days after receiving that reminder to make payment without incurring collection fees. Upon failure to pay, the Customer will owe statutory interest and extrajudicial collection costs in accordance with the applicable statutory scale.

3.4. If there are multiple outstanding invoices, partial payments will first be applied to the interest and then to the invoice that has been outstanding the longest.

3.5. If the Client fails to pick up the Patient from the Veterinary Clinic after completion of the Services, or fails to do so in a timely manner, the Client is automatically in default. We may then, at our discretion and at the Client's expense and risk, place the Patient elsewhere. The Client is liable for all additional costs, including the costs of boarding with third parties.

3.6. The Client is responsible for paying the invoices for Services and Goods provided. This applies even if the Patient is brought to the Veterinary Clinic for treatment by another person. If We have doubts as to whether the person bringing the Patient for treatment is authorized to do so, the Veterinary Clinic may contact the Client before proceeding to provide the Services. The Veterinary Clinic is not required to contact the Veterinary Clinic first.

4. Complaints

4.1. Goods must be inspected for defects and/or imperfections upon receipt. Upon discovery of any such defects or imperfections, the Client must notify the Animal Clinic in writing as soon as possible, and in any case within 48 hours.

4.2. The Veterinary Clinic has its own complaint procedure. The Veterinary Clinic will handle the complaint in accordance with the complaint procedure.

4.3. Complaints regarding Our Services must be submitted to the Veterinary Practice within 2 months of discovery (and in any case within 3 months of the delivery of the Goods and/or Services), fully and clearly described, via the complaint procedure.

4.4. If we acknowledge a complaint, Article 5 applies, and we may:

4.4.1. if still possible, properly perform the Service or deliver the Goods within a reasonable period of time; or

4.4.2. credit the amount due.

5. Liability

This section applies to the extent permitted by mandatory law.

5.1. If We are liable, Our liability per incident is limited to the amount paid out by Our liability insurer in that case. If the insurance does not provide coverage, liability is limited to the amount paid for the relevant Services or Goods.

5.2. We will only compensate for direct damages. Indirect damages are excluded. Indirect damages include, among other things, consequential damages and emotional distress. Damages arising during the loading and unloading of Patients are excluded, even if We assisted with this upon request.

5.3. Report a complaint or claim in accordance with Article 4, preferably as soon as possible after it is discovered. This does not affect statutory limitation periods.

5.4. The Customer indemnifies Us against claims by third parties to the extent that such claims result from: (i) breach of the Agreement; (ii) incorrect or incomplete information; (iii) failure to follow Our instructions; and/or (iv) failure to comply with applicable laws and regulations.

5.5. Medical Examination

5.5.1. Scope. An examination pertains exclusively to the health aspects of the Patient specifically assessed during the examination. The examination report contains no guarantee or representation regarding the Patient's (future) overall health, suitability for a particular use, or slaughter/sales value.

5.5.2. Snapshot and Professional Assessment. The examination report is a snapshot; the findings are based on the professional—but by their nature subjective—assessment of the examining Veterinarian at the time of the examination.

5.5.3. Client's Duty to Disclose Information. Prior to the start of the examination, the Client shall provide in writing all relevant information known to him regarding the Patient's medical history, (recent) treatments, medication, and symptoms. Withholding information or providing incorrect or incomplete information shall void any liability on the part of the Veterinary Clinic.

5.5.4. Non-Compliant Interference. The examination report is invalid, and liability is excluded if, before or during the examination, the Client or third parties have administered to the Patient performance-enhancing, painkillers, sedatives, or other substances that (may) influence the outcome of the examination, unless this has been expressly reported in writing in advance and accepted by the Veterinary Clinic.

5.5.5. Third-Party Rights Excluded. Article 5.6 applies in full to the examination report. If the Client makes the report available to third parties, this is done entirely at the Client's own risk.

5.5.6. Limitation of Liability. The Veterinary Clinic's liability in connection with inspections is limited to what is set forth in Articles 5.1 and 5.2. For business Customers, Article 5.11 applies.

5.5.7. Statutes of Limitations. For business Customers, all claims arising from or related to an inspection, including claims for hidden defects, expire six (6) months after the inspection date. For Consumers, such claims expire twelve (12) months after the inspection date.

5.6. If veterinary medicines are administered by the Customer or by third parties (including on the instructions of government agencies), We shall not be liable for any damage resulting from improper use, failure to follow Our instructions, or administration outside the legal framework. This does not apply to the extent that the damage results from a failure attributable to Us.

Services Exclusively for the Benefit of the Customer

5.7. Without prejudice to Section 2.4, all Services, advice, and reports are provided exclusively for the benefit of the Client, and third parties may not derive any rights therefrom.

5.8. Without prejudice to Section 5.4, the Client shall fully indemnify Us if a third party, on any grounds whatsoever, asserts a claim related to the Services or the Client's use thereof, against such claims and all related costs and damages.

5.9. The risk and responsibility for the Patient rest with the Client at all times. The conclusion of the Agreement, the performance of the Services, and/or the delivery of Goods do not affect the Client's strict liability for damage caused by the Patient as referred to in Article 6:179 of the Dutch Civil Code or a comparable foreign provision.

5.10. Without prejudice to Article 5.4, the Client fully indemnifies Us against any claim by any third party whatsoever for damage caused by the Patient to persons or property belonging to Us or to third parties, regardless of whether such damage occurred inside or outside the Veterinary Clinic.

5.11. The limitations set forth in this article do not apply in cases of willful misconduct or (deliberate) recklessness on the part of the Veterinary Clinic, the Veterinarian involved, or their supervisors.

5.12. We may engage third parties and are not liable for their errors, except in cases of negligent selection or supervision.

Business Customers

5.13. Articles 5.13–5.16 apply if the Client is a business client, in addition to Articles 5.1–5.12. In the event of a conflict between Articles 5.1–5.12 and 5.13–5.16, Articles 5.13–5.16 shall take precedence.

5.14. Our liability is limited to the amount paid out by the insurer. In the absence of coverage, total liability is limited to the lesser of (i) the fee for the relevant assignment or (ii) the fees paid by the Customer in the last 3 months, with a maximum of €25,000 per year.

5.15. We are not liable for indirect damages, including consequential damages, loss of profits, lost savings, and damages resulting from (business) downtime, data loss, fines, and/or product recalls.

5.16. Claims expire if they are not submitted to Us in writing within 12 months of their occurrence.

6. Term and Termination

6.1. An Agreement for the provision of Services is established upon each appointment or assignment and ends upon completion. Follow-up or additional Services constitute new assignments, unless otherwise agreed in writing.

6.2. Customers may cancel appointments free of charge up to 24 hours before the start time. In the event of a later cancellation or a no-show, We may charge a reasonable fee.

6.3. Unless otherwise agreed in writing, non-business Clients may terminate the Agreement at any time. For business Clients, a 3-month notice period applies. In the event of termination, the costs for Services rendered, Goods delivered, and unavoidable expenses are immediately due and payable. Upon request, We will provide a (copy of) the file/overview and, where necessary, arrange for a transfer; reasonable costs may be associated with this.

6.4. We may suspend or terminate the provision of Services and Goods if continued provision is not reasonable, including in the event of: (i) animal welfare or safety risks, or a violation of laws or professional regulations, (ii) failure to provide necessary cooperation or information, or unworkable instructions; (iii) repeated no-shows or non-payment after a reminder; (iv) breach of these Terms and Conditions, including the House Rules; and/or (v) a serious breach of the relationship of trust between the Veterinary Clinic and the Client. In cases of emergency care, we will first ensure reasonable continuity of care (e.g., referral).

6.5. Unless otherwise stated, the term for ongoing Services (subscriptions, such as preventive care) is indefinite and may be canceled on a monthly basis. This also applies in relation to Section 1.2.

6.6. Upon termination, the Client shall ensure within 5 business days that (i) any equipment provided is returned immediately and (ii) any outstanding invoices are paid. We retain ownership of the records, documents, and other information carriers—such as X-rays—relating to the Patient and the performance of the Treatment Agreement. Upon request, We may provide a copy for a reasonable fee.

6.7. In the case of business Clients, We may terminate the Agreement without the need for judicial intervention and/or a notice of default if the Client:

6.7.1. is declared bankrupt, or a petition for bankruptcy has been filed;

6.7.2. applies for (provisional) suspension of payments;

6.7.3. loses the power to dispose of its assets or parts thereof due to attachment, placement under guardianship, or other causes; and/or

6.7.4. fails to perform the Agreement through its own fault and does not remedy such failure within thirty (30) days of receiving a notice of default

7. Miscellaneous

7.1. The Veterinary Clinic is not liable for failures resulting from force majeure. Force majeure includes, in any case: disruptions in delivery or transportation, government measures (including sanctions), epidemics/pandemics, strikes (including internal ones), outages of utilities or IT systems, and operational disruptions at Our facility or those of Our suppliers/carriers, as well as other circumstances beyond Our control.

7.2. We process personal data in accordance with Our Privacy Statement.

7.3. We or Our suppliers own all intellectual and industrial property rights to all Services, Goods, information, and/or data—such as analyses and (technical) documentation—developed and/or made available during the preparation and/or performance of the Agreement.

7.4. The Veterinary Clinic may use materials from and information about the Patient for statistical and/or scientific research and include them in publications, unless there are explicit and insurmountable objections to this and the Client makes such objections known in a timely manner.

8. Cooling-Off Period for Online Contracts

8.1. If a non-business Customer enters into a distance contract (for example, online or by phone), the non-business Customer has the right to cancel the contract without giving a reason within fourteen (14) days. For Services, this period begins on the day the Agreement is concluded, unless the Services have been fully performed before the end of the cooling-off period in accordance with the applicable legal exceptions. For Goods, the cooling-off period begins on the day the non-business Customer, or a third party designated by the Customer who is not the carrier, receives the Goods.

8.2. If the Agreement was concluded online, the non-business Customer may exercise the right of withdrawal via the electronic withdrawal function available on the website or by means of another unambiguous statement.

9. Governing Law

9.1. The Agreement is governed by Dutch law.