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BIC GEBABEBB

GENERAL CONDITIONS K.I. Hof Ter Leeuwe bvba

1. The undersigned agrees to entrust his/her horse(s) to K.I. Hof Ter Leeuwe to undergo examinations, treatments and/or operations.
2. The undersigned accepts the general conditions of K.I. Hof Ter Leeuwe and has received a copy of these conditions. These conditions can also be found on our website (www.hofterleeuwe.be).
4. The owner must inform the center in advance of any medical antecedents. (eg known allergies to specific medications, colic sensitivity, stable vices, special character traits, stomping or attacking, bedding on straw or flax).
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5. Personal belongings such as head collar/ blanket / should stay with the horse, in the case of any loss or damage, K.I. Hof Ter Leeuwe and his staff are not reliable for this:
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6. The horse can be visited by appointment during the residence at the A.I. center by the owner or his representatives.
7. No individual member of the medical staff or K.I. Hof Ter Leeuwe's personnel can be held responsible for any loss, damage, or injury to the entrusted horse, whether caused by negligence, treatment or other.
8. K.I. Hof Ter Leeuwe reserves the right to undertake all necessary examinations, treatments and/or actions that seems to be adequate. The undersigned expressly accepts and gives full permission for all examinations, treatments and/or activities, regardless of whether these have been described in advance.
9. The undersigned authorizes for sedation and is aware that all forms of treatment involve a known risk to the horse.
10. The undersigned agrees with the prices (excluding VAT) published on the website www.hofterleeuwe.be. These rates are a guideline: the final costs can be therefore higher, depending on the course of the treatment (used drugs, surgery, ...).
11. The horse must be picked up within 24 hours after demission and/or by appointment. If the horse is not collected, the additional costs for the extra care are charged and are not limited by the target rates. K.I. Hof Ter Leeuwe reserves the right to select one of the following options according to the circumstances, if the horse is not collected within three days after notification by telephone and by email.
 - Transport of the horse to the owner at the risk and expense of the owner.
 - If the horse stays, the basic rate of 30 €/day, excluding possible additional costs for care (eg medication, ...) is charged.
12. Should K.I. Hof Ter Leeuwe provide the transport, this will be in any case done at the risk and expense of the owner, regardless of the circumstances.
13. The A.I. center or the veterinarians working there, cannot be held liable for complications after an additional treatment that was not performed by them or for infections as a result of this treatment.

14. The invoice expiration date: all invoices are payable on receipt, unless otherwise stated in writing. K.I. Hof Ter Leeuwe uses a payment term of 14 days. The invoice will be handed over when the horse is picked up. If the horse would stay for a longer period, the invoice will be sent to the owner every month by email.

15. In case of partial or full non-payment of the invoice from K.I. Hof Ter Leeuwe on its due date, is automatically and legally - without any notice of default being required - an interest of 1% per month added. In case of non-payment within 8 days after a registered notice, the invoice amount will be increased by 20% with a minimum of 125 €. The reminder costs are € 10 per reminder. **Not picking up the horses from the breeder or the pregnant recipient mare at K.I. Hof Ter Leeuwe gives no right to deferment of payment.**

16. In accordance with K.I. Hof Ter Leeuwe, the owner can receive a payment discount of 2% of the invoice amount. This discount is only applicable to the goods and services provided by K.I. Hof Ter Leeuwe (not on transport costs, lab research ...). The condition for retaining this payment discount is that the relevant invoice is paid within 5 days after acceptance of the invoice. If this payment term is not respected, the payment term of 14 days is applied and the original amount excluding discount must be paid. Both amounts are always mentioned on the corresponding invoice. If the customer does a late payment of the invoice amount including the discount, K.I. Hof Ter Leeuwe preserves the right to claim this payment difference from the customer.

17. K.I. Hof Ter Leeuwe reserves the right to postpone his obligation to deliver the goods to which these claims relate, until the debtor has paid every debt. All costs related to the claim are for the account of the debtor. All risks remain with the debtor.

18. In the case of any dispute, only the courts of the district of Leuven have exclusive jurisdiction. Belgian law applies.

19. If the breeding fees, met through K.I. Hof Ter Leeuwe, include the guarantee for a live foal, this is only valid for two consecutive breeding seasons, unless otherwise agreed in writing. The guarantee expires in case the semen of the chosen stallion can no longer be obtained by K.I. Hof Ter Leeuwe.

20. The obligations that K.I. Hof Ter Leeuwe accepts for the performance of the agreement are qualified as an obligation of means and not an obligation of results. The owner or his representative has been informed about the health declaration and general conditions.

All these conditions are accepted unless otherwise agreed in writing.

Zoutleeuw

Datum : .../.../.....

For the owner or responsible