



GENERAL TERMS AND CONDITIONS VIA NOVA

**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 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 executes the Treatment Agreement.

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

**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:** the clinic, 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 is a trade name of Veterinary Innovation Alliance CVBA with company number BE 0689 786 794 and registered office 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 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.

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 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 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 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 shall at all times be limited to maximum the amount that is actually paid out by the liability insurance of Via Nova 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 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 and can be sent by e-mail on request.

Via Nova 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 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. Persons other than the Client (third parties) may not derive any right to compensation from the examination report. The Client shall indemnify Via Nova 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 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.

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 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 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 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. Via Nova shall be released from any form of liability if the damage is not notified in time/or in writing and/or Via Nova does not have the opportunity to assess the possible damage itself and/or Via Nova 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 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 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 – Payment**

Via Nova shall determine the rates and fees to be charged according to its own rates based on time and circumstances. The calculated VAT shall be stated on the invoice. All invoices of Via Nova shall be payable in cash, unless explicitly agreed otherwise in writing. The existence of possible complaints shall not release the Client from his obligations to pay the invoices on their due date. The sending of the invoice shall be valid as demand for its payment. In the case of non-payment on the invoice due date, a late payment interest shall be payable on the invoice amount legally, without prior notice of default and such by derogation of article 1146 of the Civil Code. The applicable interest rate shall be that as determined based on the law on combating delays in payment in commercial transactions. This interest rate shall also be applied if the Client is not a trader. In addition, legally and without prior notice of default, fixed compensation shall also be owed of 10% of the invoice amount (with a minimum of € 75.00) as damages clause. Non-payment on the due date of one or more invoices shall make the balance owed by virtue of all other invoices, irrespective of their due date, even those not due, immediately payable legally and without prior notice of default.

**Article 7 – Ownership**

Via Nova 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 8 – Jurisdiction**

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