

BUYER'S STATEMENT (V/S 2)

I, _____ (Buyer/Buyer's Agent),
request that the horse _____ undergo a pre-purchase examination
for use as a _____

This is to be undertaken by
Dr _____ (Veterinarian)
_____ (Practice)

PLEASE NOTE: *I am aware that the horse is owned by a person(s) that is/are or have been a client of*
_____ (Practice)

I have been given the option of consulting with an independent practice and/or veterinarian but decline to do so.

The owner(s) have waived the right to confidentiality in respect of the complete medical and/or treatment history held by or known to
_____ (Practice)

In circumstances where
_____ (Practice)

has made all reasonable efforts to disclose to me relevant information, I accept the practice takes no responsibility for the completeness or accuracy of any information supplied by the owner. I will not hold the practice or its employees, directors or agents liable in any way in respect of the information obtained or not obtained in respect of the horse's medical and/or treatment history where reasonable efforts have been made by
_____ (Practice)

in this regard.
_____ (Practice)

is acting for me in this isolated instance and any information obtained or revealed during this examination is confidential to me and will not be disclosed by the practice to the owner(s) or any other person without my consent.

The Buyer/Buyer's agent and any recipient of this report and Certificate understands and accepts that the examining veterinarian and practice make no statement, representation or warranty about this horse's soundness, suitability for purchase or fitness for purpose.

The Buyer/Buyer's agent and any recipient of this report and Certificate is deemed to be aware that if any stages of the standard procedure recommended by the New Zealand Equine Veterinary Association are not carried out, any information or opinion contained in this report is based on partial examination only. Some clinical signs of disease, injury or abnormality that may have manifested themselves in the full five stage examination may not be apparent in the restricted examination.

The scope of the pre-purchase examination (PPE) is limited to identifying condition(s) which would be reasonably apparent based on the tests conducted and does not amount to warranty or representation that the horse is free from defect or condition which could make it unsuitable for purchase or reasonably fit for purpose. The Buyer/Buyer's agent expressly acknowledge that the efficacy of the PPE may be reduced if the horse has not been in regular work in the period immediately preceding the PPE.

The maximum aggregate liability of the veterinarian to the Buyer/Buyer's agent where the Buyer/Buyer's agent is in trade or any recipient of this report is in trade whether in contract, tort or on any other legal basis in relation to claims, liabilities, damages, losses or expenses, including, but not limited to any consequential losses is limited to 100 times the fee charged for the provision of the report. Any claim, whether in contract, tort or on any other legal basis must be filed in Court or any Tribunal which has jurisdiction to determine such a claim, within six years of the date of this Report, or within six years of the date of the act or omission giving rise to the claim, otherwise the parties shall have no liability to each other. This clause will not adversely affect any time limitation defence available to a party under a statute.

This contract is governed by New Zealand law.

The Buyer/Buyer's Agent agree that the Courts of New Zealand will have exclusive jurisdiction to hear and determine all disputes under or in connection with this contract. The Buyer/Buyer's Agent further acknowledges that New Zealand is the forum conveniens for the hearing and determination for all disputes in connection with this contract.

The Buyer/Buyer's Agent acknowledges that any digital radiographic images taken in the course of this examination are the property of the veterinary practice listed herein, but it is further acknowledged by the practice that digital copies of the radiographs will be supplied at the Buyers/Buyer's Agent's reasonable request and expense.

Completion of the Buyer's statement will constitute an acceptance and acknowledgement of the terms contained in this Buyer's Statement.

The examining veterinarian and practice disclaim any liability whatsoever to any party other than the party directly responsible for engaging the veterinarian to carry out the services.

(a) Clinical Examination (which is carried out in five stages)

Indicate with a tick please, **either**:

FULL EXAMINATION

Which includes:

- Stage 1** Preliminary examination at rest
- Stage 2** During walking, trotting, turning and backing
- Stage 3** During and immediately after strenuous exercise
- Stage 4** During period after exercise
- Stage 5** During walking, trotting, turning and backing

OR

PARTIAL EXAMINATION

Which includes:

- Stage 1** Preliminary examination during rest
- Stage 2** During walking, trotting, turning and backing

The Clinical examination will be carried out substantially in accordance with the standard procedure recommended by the New Zealand Equine Veterinary Association.

(b) Ancillary Examinations

Indicate with a tick please

YES

NO

Endoscopy

Blood test for non-steroidal anti inflammatory agents

Radiography

(tick areas to be radiographed): -

front feet	front fetlocks	knees
hind fetlocks	hocks	stifles

Electrocardiography

Reproductive Examination

Certificate No.

Other ancillary examinations (please specify)

I understand the horse's usual veterinary attendant is:

(Veterinarian)

(Practice)

Terms of payment. I understand that I will be responsible for payment for the examinations requested..

Please note: - The Buyer/Buyer's agent and any recipient of this report understands and accepts that the veterinarian is entitled to rely on the correctness and accuracy of the information supplied.

Signature

Date

(Buyer/Buyer's Agent)