

Supplementary Terms and Conditions for the Supply of Equipment and Cabinetry Items

These Supplementary Terms are in addition to the Henry Schein General Terms and Conditions of Sale and relate to all orders, sales, deliveries and installation of items of equipment and/or cabinetry that are agreed to be delivered and/or installed in the Customer's premises. In the case of conflict these Supplementary Terms shall prevail. The General Terms and Conditions of Sale are those as published on the Henry Schein Dental website and a copy of those Terms are available upon request from the Company.

1 Definitions

In these Supplementary Terms the following meanings shall apply:

"the Company" shall mean Henry Schein UK Holdings Limited, Trading as Henry Schein Dental of Medcare House, Centurion Close, Gillingham Business Park, Gillingham, ME8 0SB;

"the Customer" shall mean any person or persons, firm or company who buys or agrees to buy goods from the Company;

"Goods" shall mean the goods agreed to be sold by the Company to the Customer as detailed in the agreed Order;

"Installation" shall mean the fitting and commissioning of equipment and/or cabinetry supplied by the Company in the Customer's premises where the Customer has provided the services required and secured any mounting brackets, plates, lead lining or similar hardware to the structure of the premises in compliance with the specification and locations as given by the manufacturer of the equipment and/or cabinetry and the design and layout drawings(s) provided by the Company;

"Original Saleable Condition" shall mean the Goods being returned in good working order, free of cosmetic imperfections, including original packaging and fully operational to the manufacturer's specifications;

"Services" shall mean the services agreed to be supplied by the Company to the Customer as detailed in the agreed Order.

2 Title and Risk

2.1 Risk in the Goods shall pass to the Customer on completion of delivery at the Customer's premises.

2.2 Title in the Goods or any part thereof shall only pass to the Customer when payment in full for all Goods and/or Services supplied has been received by the Company. Such payment shall include but not limited to charges for service visits, labour and spare parts not covered under the terms of any warranty provided by the manufacturers of the equipment. Where Title remains with the Company, the Customer shall act as bailie for the Goods maintaining the Goods in satisfactory condition and shall not remove any identifying marks relating to the Goods. The Company representatives reserves the right to access Customer's premises to verify the state of, control and/or retrieve the Goods.

3 Prices and Quotations

- 3.1 Prices shall be quoted in writing by the Company and shall not constitute a contract until the Company accepts the Order. Unless otherwise stated in writing by the Company, any quotation provided shall remain valid for a period of 30 (thirty) days from the date of the quotation.
- 3.2 The Company reserves the right to give in writing notice of the withdrawal of a quotation at any time within the period of validity of the quotation and before an Order is agreed. In the event that the Company changes the price of the Goods or Services (or both) any existing quotation in respect of those Goods or Services (or both) shall be deemed to be automatically withdrawn and the Company shall issue new quotation to the Customer.

4 Financial Conditions Applicable to the Supply of Equipment and/or Cabinetry Items

- 4.1 Where the Customer is paying for the Order in full the Customer shall pay the Company a deposit equal to 20% (twenty percent) of the net order invoice price plus Value Added Tax at the point of Order. Where the Customer shall be purchasing the Goods through a financial arrangement the Customer shall pay a deposit as agreed with the Company at the point of Order.
- 4.2 The Customer shall notify the Company at the time of placing the order of its intended method of payment for the total Order price less any deposit already paid. The Company shall have a right to reject such method of payment at their discretion.
- 4.3 No Order shall be cancelled by the Customer except with the Company's prior written consent.
- 4.4 Where the Company agrees to the Customer cancelling all or any part of the Order the Company may without prejudice to any other rights against the Customer which it may have, require the Customer to pay a cancellation charge. Any cancellation charge will correspond to the type of Order being cancelled;
 - 4.4.1 Where the Customer cancels an Order and has paid a deposit such deposit may be retained by the Company at their discretion;
 - 4.4.2 In the event that the Company agrees to the cancellation of an Order in respect of the supply of Goods or Services (or both) which have been ordered to comply with the Customer's special requirements, the Customer shall be liable for all costs incurred by the Company up to the time of cancellation of the Order in addition to payment of a cancellation charge pursuant to Clause 4.4.1.
- 4.5 If payment for the Order is to be made by the Customer directly, the Customer shall pay 100% of the price for the Order, less any deposit paid 5 (five) working days prior to the first delivery of Goods under such Order. The Company shall have the right to delay and/or cancel delivery where the Customer fails to pay and/or is delayed in making payment. Time shall be of the essence in relation to payment.
- 4.6 Where a deposit has been received by the Company and the invoice for the Order is paid in full by a third party on behalf the Customer any deposit paid by the Customer will be refunded within 14 (fourteen) working days of receipt of the funds by the Company. We reserve the right to withhold/deduct/offset any overdue balances against your deposit.

4.7 Without prejudice to the Company's other rights and remedies if payment for the equipment/cabinetry has not been received by the Company prior to the date when the clinical use of the equipment is desired, the Company reserves the right to disable the use of the equipment/cabinetry or charge the customer a hire fee for the use of the item(s) supplied calculated at 5% (five percent) above bank base rate per month of the invoiced value until payment has been received.

5. Items not included in Price

5.1 Unless otherwise stated by the Company the costs of the following are not included in the price for the equipment or cabinetry:

- (a) any uninstalling and/or reinstalling of the Customer's existing equipment or cabinetry;
- (b) any removal or disposal of the Customer's existing equipment or cabinetry;
- (c) any modifications or additions to the services required for the new equipment or cabinetry;
- (d) changes or additions in plumbing, electrical, or carpentry;
- (e) any applicable charges associated with the Waste Electrical and Electronic Equipment Recycling ("WEEE") Initiative.

6. Services and Installation Requirements

6.1 The Customer shall be responsible for providing any services required including but not limited to water, waste, electricity, air, suction, data lines etc., precisely in accordance with the equipment or cabinetry manufacturer's specifications, the technical and layout drawing(s) provided by the Company and to make final connection of such services to the equipment or cabinetry when supplied. The Company shall not be liable for any damage and/or delays caused by the Customer. The Customer shall indemnify the Company against any and all costs or losses incurred as a result of a failure and/or delay in completing the services.

6.2 The Customer shall be responsible for securing the structure of the premises, any mounting brackets, plates, lead lining or similar hardware required to support equipment or cabinetry to be installed or to provide radiation protection in compliance with the specification and location as given by the manufacturer of the equipment or cabinetry and the technical and layout drawing(s) provided by the Company. The Company shall have no liability for any damage and/delays caused by the Customer and the Customer shall indemnify the Company for any and all claims in connection with such activities.

6.3 The Company shall use reasonable endeavours to install the equipment or cabinetry on the date agreed with the Customer and delivery time shall not be of the essence. The Company shall not be liable to make good any damage or loss (whether arising directly or indirectly) by reason of any delay in the installation however such delay shall be occasioned. Any delay in the delivery of the Goods shall not entitle the Customer to terminate or rescind the Order unless such delay exceeds 60 (sixty) working days.

6.4 Where the Customer provides measurements for installation and/or cabinetry purposes, the Company shall not be liable to make good and/or cover any additional costs associated with any issues due to incorrect measurements. Where the inaccuracies result in additional costs such costs shall be borne by the Customer.

- 6.5 Where the services and/or infrastructure at the Customer's premises is not ready or for other reasons beyond the Company's control prevent the installation of the Goods on the agreed and confirmed date and where the Customer fails to notify the Company in writing 5 (five) working days prior to such date the Company shall be entitled at its sole discretion to charge the Customer for the missed or subsequent installation at the then current call out and labour rates. However such charges shall be not less than £400 (four hundred pounds) plus Value Added Tax.
- 6.6 Where the Customer requests an employee or contractor working for the Company, to undertake works at the Customer's premises including but not limited to attachment of any item to the structure of the Customer's premises or to provide any connection or adaptation to the services existing in the premises such employee or contractor shall have the right to refuse to do so. For the avoidance of doubt the Company shall not be liable for any such work undertaken and/or refusal to undertake such work.
- 6.7 The supply and installation of any equipment or cabinetry will only be undertaken by the Company following confirmation in writing from the Customer that all services have been provided in accordance with the manufacturer's specifications and that all decorative finishes and floor coverings have been completed. The Company shall not be liable for any damage and/or loss to the Customer's premises for any reason. The Customer shall indemnify the Company for all such works undertaken and shall ensure that the Customer's premises comply with all relevant health and safety regulations.
- 6.8 Where the Company agrees at their absolute discretion for the Company's engineers to move existing Equipment at the request of the Customer, the Customer shall sign a Waiver prior to any such activity. For the avoidance of doubt no guarantee or assurances can be provided that the equipment relocated shall work as originally supplied.
- 6.9 The Company warrants that in providing Services it will exercise reasonable care and attention and that it will comply with all applicable laws and regulations. However the Company excludes liability for all Losses arising directly or indirectly out of any failure or diminution in performance of the Customer's plant or equipment.
- 6.10 Technical office drawings drawn by the Company, are the sole property of the Company and shall not be used without the Company's prior written consent. Such drawings are deemed confidential information and shall not be shared with any third party without the express written consent of the Company.

7. Warranty

- 7.1 Except as provided in Clause 9 (Warranty) of the Henry Schein General Terms and Conditions of Sale, any statements or verbal confirmations provided by the Company's employees and/or subcontractors shall not constitute a warranty and such statements shall not be relied upon.
- 7.2 Where additional warranties may apply such provisions shall be documented in the Order.
- 7.3 Where the Customer purchases Goods which are used, ex display, demonstration models and/or clearance goods etc such Goods shall be excluded from the Warranty set out in Clause 7.1 and may be subject to warranty provisions as set out in the Order.

8. Labour and Services Time Periods

- 8.1 Where part of the agreed Services labour is set out in the Order including but not limited to maintenance, repairs, replacement of defective parts, or repairs such labour services must be completed within 90 (ninety) days following installation. Where Services include training such Services must be completed within 180 (one hundred and eighty) days following installation.

9. Repairs/Loan Options

- 9.1 Where a manufacturer is unable to provide a replacement product during repair and where the Goods are under valid warranty, the Company shall where possible and at their sole discretion endeavour to provide a temporary loan option during any period of repair.

10. Digital Imaging and Software Installations

- 10.1 It is the responsibility of the Customer to ensure that any PCs/Servers/Monitors and Cards used are compatible with the requirements of the installed digital imaging and their directly associated software. The Company excludes all liability for loss or damage where the Goods are incompatible.
- 10.2 The Practice PC must be installed and configured to the customer network by the Customer prior to any installation of the Digital Imaging Software to be installed.
- 10.3 The Customer's IT support must be available during the installation of the Digital Imaging Equipment purchased.
- 10.4 Any necessary wireless network configuration or re-configuration will not be carried out by the Company. Should the Customer request the Company to assist in any work associated with the customer server, network or back up facilities the Company excludes all liability for any and all damage or loss caused.
- 10.5 Any unavailability of correct IT Hardware/Software/Support at the time of installation will result in additional charges to the Customer at the Company's standard call out and labour rate.
- 10.6 Any back up data is not the responsibility of the Company the Company excludes all liability for backups or for ensuring that a professional backup process and hardware is in place.

11. Returns

- 11.1 All requests for returns by the Customer shall be agreed with the Company in advance of return and shall be in accordance with the below.
- 11.1.1 all Goods purchased shall be subject to a 15% (fifteen percent) restocking fee where such Goods are returned (with agreement of the Company) to the Company within 30 (thirty) days of the invoice date and in Original Saleable Condition. Where the Company at their absolute discretion considers returned Goods are not in the original condition or resaleable such Goods are subject to a 25% (twenty five) percent restock fee.
- 11.1.2 all Goods returned to the Company (with the agreement of the Company) between 31 (thirty-one) and 60 (sixty) days following date of invoice, shall be subject to a restocking fee of 25% (twenty five percent) where such goods are returned in an Original Saleable Condition at the Company's absolute discretion. Where Goods

returned in this period are not in their original and/or saleable condition the Customer shall be subject to a 50% (fifty percent) restocking fee.

- 11.1.3 Where returned Goods (with the agreement of the Company) include technological items including but not limited to, laptops, desktop PCs, servers, printers, TVs, monitors, portable storage devices and network hardware such items shall be subject to a 50% (fifty percent) restocking fee.
- 11.2 In accordance with Clause 11.1 where Goods purchased more than 90 (ninety) days following the date of invoice and where such items have been installed and/or used may only be returned at the discretion of the Company. Where agreed the Customer shall be given a credit which can only be used for purchases from the Company or to settle an open balance. All such credits will be subject to a 50% (fifty percent) restocking fee.
- 11.3 In accordance with Clause 11.1 the Company shall not accept the return of any Goods which in their reasonable opinion show signs of abuse, misuse and/or damage. Where the packaging of the Goods is damaged and/or unavailable the Company may apply additional charges.
- 11.4 The following items are not eligible for return small equipment, handpieces, custom orders and software. Goods purchased as ex demonstration models or where specified by the Company are non – returnable.
- 11.5 Where Goods are returned to the Company any interest rate changes and/or early repayment charges applied by financial institutions remain the sole responsibility of the Customer. For the avoidance of doubt the Customer shall indemnify the Company against any and all costs, claims and/or losses in connection with such charges.