

TERMS AND CONDITIONS

1. Purchaser shall pay a minimum of 10% of the purchase price as a down payment, which will be forfeited in the event Purchaser breaches these Terms and Conditions.
2. Purchaser shall pay the balance due on the date specified on the equipment order.
3. Henry Schein Dental shall use good faith efforts to deliver on date specified on the equipment order, but shall not be responsible for delays beyond its control, nor shall such delays be considered a breach by Henry Schein Dental hereunder. In the event of any default by Henry Schein Dental hereunder, Purchaser shall, upon demand, be entitled to the return of the down payment made under Section 1 as the Purchaser's sole and exclusive remedy.
4. Henry Schein Dental assumes no responsibility for, and does not warrant the installation work of others nor does Henry Schein Dental assume responsibility for overseeing or supervising the work of persons other than its own agents or personnel. HENRY SCHEIN DENTAL MAKES NO WARRANTIES, EXPRESS OR IMPLIED, EXCEPT AS CONTAINED IN THIS AGREEMENT. HENRY SCHEIN DENTAL MAKES NO WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Henry Schein Dental Equipment Specialists or Field Sales Consultants are not authorized to bind the company or to make warranties. Oral statements do not constitute warranties and may not be relied upon or considered part of this agreement.
5. Service, maintenance, repairs, replacement of defective parts, and labor will be furnished without charge by Henry Schein Dental for 90 days following the date of installation of new equipment. Thereafter, Purchaser shall look only to the manufacturer's standard warranty.
6. Costs relating to the following activities shall be the sole responsibility of Purchaser and ARE NOT INCLUDED IN THE PURCHASE PRICE:
 - a. The disconnecting and/or reinstalling of Purchaser's existing equipment.
 - b. Changes or additions in plumbing, electrical, or carpentry work.
 - c. Necessary governmental inspections, approvals and fees.
 - d. Union intervention in installation or delivery of the equipment.
 - e. Disposal of old equipment.
 - f. Delivery of donated equipment.
 - g. Insurance covering the equipment.
7. Purchaser shall maintain insurance covering the equipment against risks, with such insurers, in such form and in such amounts as shall, from time to time, be reasonably required by Henry Schein Dental.
8. In the event of execution of a lease satisfactory to both parties, all monies paid in advance shall be returned.
9. In the event Henry Schein Dental accepts a return of the equipment, Henry Schein Dental may charge Purchaser a restocking fee.
10. In the event Purchaser breaches these Terms and Conditions, Henry Schein Dental shall, in addition to any other remedies provided under law, have the right, at its option, to retain the down-payment or other payments made by Purchaser hereunder as liquidated damages, it is being agreed that Henry Schein Dental's actual damages are difficult, if not impossible to ascertain. Purchaser agrees to pay Henry Schein Dental's reasonable attorney's fees and other costs in enforcing the terms hereunder.
11. 1 ½% PER MONTH WILL BE CHARGED ON PAST DUE BALANCES (18% PER YEAR).
12. Office plans drawn by Henry Schein Dental are the sole property of Henry Schein Dental and are not to be used without consent.
13. The equipment order and these Terms and Conditions when accepted by a duly authorized officer or manager of Henry Schein Dental, shall constitute the entire agreement between the parties and shall supersede all prior and contemporaneous written or oral negotiations, warranties, representations and agreements relating to the equipment order.
14. I represent and warrant that the name provided on the equipment order is the exact legal name of Purchaser.
15. I agree to allow the named bank to release financial information relative to verifying funds availability for this equipment order.
16. I acknowledge that Henry Schein Dental or its designee may, if requested, apply on Purchaser's behalf for appropriate financing to finance this equipment order.
17. Purchaser acknowledges that Henry Schein, Inc. or its designee may file an initial financing statement and any amendments required for Henry Schein, Inc. to perfect its security interest in the equipment described on this equipment order. Such security interest will be maintained until Henry Schein, Inc. receives payment in full for such equipment.
18. By signing this equipment order I authorize Henry Schein, Inc. or its designee to investigate my personal credit and finance records, including my banking records. I authorize Henry Schein, Inc. or its designee to use my social security number to request and obtain consumer credit reports on me in connection with the opening, monitoring, renewal and extension of this and other accounts with Henry Schein, Inc. I further authorize Henry Schein, Inc. to share the information received from my consumer credit report with Henry Schein, Inc.'s parent, subsidiaries, affiliates and third parties for the purpose of assisting with lease financing for the equipment order.
19. The maximum allowable credit card charge for an equipment purchase will be \$5,000. The only exceptions to this limitation are:
 - 1) If you fully prepay your order as a deposit at the time the order is placed;
 - 2) If you use the Henry Schein Bank of Omaha credit card for your deposit, or final payment which will be due in full at delivery.