

Terms of Sale

THE HENRY SCHEIN PRICE POLICY:

We endeavor to maintain prices for the duration of a catalog, but we reserve the right to make price adjustments in response to manufacturers' price increases or extraordinary circumstances. Prices are subject to change without notice.

Henry Schein, Inc. ("Henry Schein") and customer agree that the terms and conditions hereinafter set forth shall govern the relationship between Henry Schein and the customer to the extent that the parties do not have a written agreement in effect that conflicts with such terms and conditions. Customer acknowledges and accepts all such terms and conditions by placing an order for goods with Henry Schein, and upon Henry Schein's delivery of the order to the customer.

Choose Your Payment Method

2% Cash Back or Maximum Rewards on all purchases with the Henry Schein Credit Card. To apply now, call: 1.866.398.9296 or online www.henryschein.com/creditcard



Reduce the cost and administration of paying Henry Schein—Pay electronically (ACH Debit) or set up AutoPay. Please call Customer Service for details.

For your convenience, we provide several payment alternatives. Orders billed to your account may be paid by ACH Debit, Check by Phone, or Check. If you prefer, you may use your Henry Schein Credit Card, American Express, Visa, MasterCard or Discover Card when placing your order. All sales are subject to our normal terms and conditions.

Check payments must be mailed to:
Henry Schein, Inc. • Dept. CH 10241 • Palatine, IL 60055-0241

All sales are subject to credit approval. Invoices are payable within agreed terms of sale.

Open Accounts Receivable:

All unpaid accounts receivable past due are subject to a 1.5% finance charge.

DELIVERY TERMS:

Unless otherwise agreed, freight terms are FOB Shipper's Dock ("Ex Works" outside North America). Title passes at the time the shipment is loaded at the shipper's dock.

Continental U.S.:

All orders will be subject to a handling charge. This charge includes freight, except for additional carrier charges related to special delivery services and hazardous material shipments. Special orders are subject to additional freight charges.

Alaska, Hawaii & Pacific Protectorates:

Standard shipping methods provide direct, reduced cost, expedited air delivery service to all accounts in Alaska and Hawaii. Customers in the Pacific Protectorates are offered direct surface transport, or postal services for reliable delivery. No additional surcharges apply, except when special services are requested. Low-level hazardous items (dangerous goods in accepted quantities and Consumer Commodity ID 8000) are now available via UPS 2nd-day air.

Guam, Puerto Rico, U.S. Trust Territories & Virgin Islands:

All orders will be subject to a handling charge. This charge includes freight through the United States Postal Service (USPS) • Special delivery orders and hazardous material shipments can be shipped via United Parcel Services (UPS) for an additional charge. No minimum order amount or weight applies. Speak to your International Representative for details.

Outside U.S. (50 states):

If your order is being shipped outside the U.S. (50 states), please refer to the International Terms & Conditions at henryschein.com. Unless otherwise agreed, freight terms are FOB Shipper's Dock ("Ex Works" outside North America). Title passes at the time the shipment is loaded at the shipper's dock. Customer is responsible for compliance with any applicable import requirements.

RX PRODUCTS & CONTROLLED SUBSTANCES:

Regulations require us to limit the sale of Rx and controlled substances only to registered, licensed healthcare professionals. If you are a new customer or have recently moved, please furnish us with a copy of your updated state DEA registration. For controlled substances, furnish a copy of your DEA registration verifying your shipping address. Please note that all orders for controlled substances are subject to a due diligence review process. Schedule II controlled substances can be ordered electronically or by mail. For information on our Controlled Substance Ordering System please visit www.henryschein.com/e222; if you prefer to continue using Federal 222 Forms to order Schedule II controlled substances, please mail the form to:

Henry Schein, Inc. • Suite 300, 5315 West 74th Street • Indianapolis, IN 46268

REGULATORY REQUIREMENT:

Local regulatory requirements may apply to use or installation of certain products. Be sure to understand and comply with any such requirements prior to purchase, use, or installation of products.

The prices stated in the invoice or statement may reflect a discount or be subject to a rebate. You must fully and accurately report this stated discount price, or if applicable, any net pricing, after giving effect to any rebates, to Medicare, Medicaid, Tricare and any other Federal or State program upon request by any such program. It is your responsibility to review any agreements or other documents applicable to these prices to determine if they are subject to a rebate. The federal government imposes certain restrictions on, and requires public reporting of, transfers of value to a practitioner. If you are participating in a promotional discount program (e.g. points, discount redemptions or other special awards), with your purchases you may earn points/credits redeemable for certain goods or services, in accordance with discount program rules. Upon discount receipt by redemption of your earned points/credits, you are receiving or will receive notice of the discount value. Accordingly, you should retain these records.

Henry Schein Telephone Hotlines...We're Here Ready to Help!

To Place An Order	1-800-772-4346	8am-9pm, et
To Fax An Order	1-800-329-9109	24 Hours
Customer Service	1-800-472-4346	8am-9pm, et
e-Commerce Support	1-800-711-6032	8am-8pm, et
Aruba® Support	1-800-711-6032	8am-8pm, et
PRIVILEGES	1-866-633-8477	9am-5:30pm, et

Henry Schein Financial Services	1-800-443-2756	8am-9pm, et
ProRepair	1-800-367-3674	8am-5pm, et
International Dept. (USA)	1-631-843-5325	or Fax 1-631-843-5676
In Canada	1-800-223-3300	8am-7pm, et
Internet	www.henryschein.com/medical	
E-mail	medsls@henryschein.com	
	custserv@henryschein.com	

Terms of Sale may change without notice. For current information, go to www.henryschein.com/legalterms.

RETURNS:

WE CANNOT ACCEPT ANY RETURNS WITHOUT PRIOR AUTHORIZATION.

To arrange for a return, simply call our Customer Service department or contact your Sales Consultant. The following conditions must be complied with:

- All returns must be accompanied by a copy of your invoice and a reason for the return.
- Merchandise must be returned in its original unopened container, unmarked, and properly packaged • Returned products must have been purchased within the previous thirty (30) days. Any returns past thirty (30) days are subject to a restocking fee.
- Shortages or errors in shipments must be reported within seven (7) days of invoice date to issue credit (if applicable) • Shipping charges will apply on all returns.

Exceptions:

The following special, customized, or government-regulated items are not returnable:

- Immune globulin products • Special order items (products that we do not ordinarily stock)
- Personalized and imprinted items • Opened computer hardware and software
- Controlled substances • Hazardous materials • Expired products • Items that cannot be returned to the manufacturer • Any item marked nonreturnable

Equipment:

Opened and used equipment may not be returned for credit. Before opening equipment, we suggest that you check the shipping container and packing list to ensure that you are getting exactly what you ordered. Equipment must be returned in the original unopened packaging, unmarked and properly packaged. Special order equipment is not returnable.

All equipment returns are subject to a restocking fee. Equipment is backed by the manufacturer's repair or replacement warranty. Please read and return all warranty information required immediately upon taking delivery of your new equipment.

Open or defective equipment is subject to the manufacturer's warranty.

Prescription Drug Returns:

Please note that, in order to comply with Federal and State Pedigree requirements,

Henry Schein's policy on the return of Rx Drugs is as follows:

Rx Drugs which Henry Schein has purchased from wholesalers are not returnable.

These items will be identified in your invoice with the code WH. Rx Drugs which are purchased by Henry Schein directly from the manufacturer may be returned providing that the following key elements are met:

- 1) Only returns due to error in order or delivery will be allowed.
- 2) Returns of Rx Drugs will only be accepted if HSI is notified within 14 calendar days of receipt of the shipment and valid return authorization is issued by HSI.
- 3) The Prescription Drug Marketing Act requires any customer returning Rx Drugs to complete and return a Prescription Drug Return Authorization form. Federal law requires that the healthcare entity returning Rx Drugs document that the product was kept under proper storage and handling conditions while in their possession and during the return of the product. To get a copy of the form and proper return authorization, please contact Customer Service.
- 4) In addition, Pedigree regulations require that the healthcare entity returning Rx Drugs certifies that the product being returned is the same exact product purchased from HSI.
- 5) Henry Schein will not issue credit for any returned Rx Drugs which have been tampered with, are out of date or where the labeling has been altered in any way.

INSTITUTIONAL & CORPORATE ACCOUNTS:

Terms of Sale follow the same guidelines unless denoted differently in a contract. Some offers and promotions outlined in the catalog may not apply. Requests for bids and proposals may be sent to:

Henry Schein, Inc.
Medical Bid Department (Mail Route E-270)
135 Duryea Road
Melville, NY 11747

INTERNATIONAL AND CANADIAN ORDERS:

We proudly serve healthcare professionals, governments, and dealers throughout the world.

To place orders or for inquiries on export terms and conditions please contact the International Department (USA) at, phone: 1-631-843-5325, fax: 1-631-843-5676, or send us an e-mail at: export@henryschein.com.

WARRANTIES:

Henry Schein will pass through to the customer, at the time of sale, any transferable product warranties, indemnities and remedies provided to Henry Schein by the applicable manufacturer. EXCEPT AS OTHERWISE PROVIDED HEREIN, TO THE EXTENT PERMITTED BY LAW, HENRY SCHEIN PROVIDES NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND THE CUSTOMER SHALL LOOK TO THE MANUFACTURER OF THE PRODUCT FOR ANY WARRANTY THEREON.

LIMITATION OF LIABILITY:

The customer agrees to look solely to the manufacturer of the product for any claim arising due to loss, injury, damage or death related to the use or sale of products. HENRY SCHEIN SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO, LOST PROFITS AND LOSS OF GOODWILL, ARISING FROM OR RELATING TO ANY BREACH TO THIS AGREEMENT (OR ANY DUTY OF COMMON LAW, AND WHETHER OR NOT OCCASIONED BY THE NEGLIGENCE OF HENRY SCHEIN OR ITS AFFILIATES), REGARDLESS OF ANY NOTICE OF THE POSSIBILITY OF SUCH DAMAGES