

HENRY SCHEIN SHALFOON TERMS AND CONDITIONS OF TRADE

1st June 2011

1. DEFINITIONS

In these Terms and Conditions of Trade:

"Goods" means all Stock and Equipment and other items including services and intangibles sold by HSS to the purchaser from time to time.

"HSS" means Henry Schein Regional Limited trading as Henry Schein Shalfoon.

"Indent Stock" means any Stock procured, ordered, imported, brought in or manufactured at the specific request of the purchaser.

"Stock" means all consumable items sold by HSS to the purchaser from time to time.

"Equipment" means all tangible, non-consumable items sold by HSS to the purchaser from time to time.

"purchaser" means the purchaser of the Goods from HSS.

2. APPLICATION

All contracts for the supply of Goods by HSS shall be governed by these Terms and Conditions of Trade, subject to any other special terms that may be notified to a purchaser relating to a particular purchase.

3. PRICES

All prices quoted by HSS for Goods to be supplied are exclusive of GST and freight and net of discounts and subject to supplies being available, unless otherwise specified.

4. TAXES

Goods and Services Tax and any duty, revenue or other tax charges whatsoever relating to the Goods sold are to be paid by the purchaser in addition to the prices quoted or referred to.

5. FREIGHT

HSS reserves the right to charge the purchaser for freight on orders delivered to the purchaser's nominated delivery address.

6. ORDERS

Orders should be placed direct with HSS, Auckland, via mail, facsimile, telephone, webshop or e-mail:

Toll Free: 0800 808 855

Post to: PO Box 101 140, NSMC, Albany, AUCKLAND

Free Fax: 0508 808 555.

Email: info@henryschein.co.nz

Website: www.henryscheinshalfoon.co.nz

7. PAYMENT

All payments for Stock and other Goods excluding Equipment supplied are to be made on the 20th of the month following the date of invoice. All payments for Equipment supplied are to be made 10 days following the date of the invoice. If the purchaser fails to pay in full on due date HSS reserves the right to charge the purchaser interest at HSS's bank overdraft interest rate plus 1 per cent calculated on a daily basis from the due date to the date of payment. In addition HSS reserves the right to stop delivery of any further Goods to the purchaser.

8. RISK

Notwithstanding anything else contained or implied in these Terms and Conditions of Trade, the risk of loss, damage or deterioration to Goods is exclusively that of the purchaser from the time the Goods are delivered either to the address specified by the purchaser or upon pick up (where the purchaser arranges their own transport from the HSS store).

9. DELIVERY AND COMPLIANCE WITH ORDER

HSS is not liable to the purchaser for failure to deliver any Goods where such failure arises from or is a result of war or civil disturbances, strike, lock-out, fire or any other circumstances beyond HSS's control.

On delivery of the Goods, the purchaser shall check the quantity, quality and description of the Goods delivered against the description on the delivery slip(s) and the purchaser's own order records, and shall notify HSS of any alleged deficiency or irregularity in quantity, quality or description within 5 days from the date of delivery. Should such notice not be given within that time, the Goods actually delivered shall be deemed to be in accordance with the delivery slip and the purchaser's own order records, and the purchaser shall not thereafter be entitled to make any claim or take any action in relation to any alleged deficiency in the quantity, quality and description of the Goods delivered and the purchaser shall not be entitled to claim that the Goods delivered were not those ordered by the purchaser.

10. RETURN OF STOCK – CONDITIONS

If a purchaser wishes to return any Stock and receive a (partial) credit on the purchase price for that Stock, then they must first telephone the HSS customer service centre within 5 days from the date of delivery and advise HSS of the Stock they wish to return and the reason for its return. If HSS so requests, proof of purchase must also be supplied by the purchaser.

If HSS agrees to allow the return of Stock then HSS will allocate an RMA reference number to the purchaser and will organise for the Stock to be collected. HSS will not credit the purchaser for any returned Stock or pay for any costs of transportation which the HSS customer service centre has not pre-approved and issued an RMA number prior to the Stock leaving the purchaser's premises. All Stock to be returned to HSS must be safely and securely packed in solid cardboard boxes (not 'bubble packs' or any other type of soft packaging) by the purchaser, and must be returned in its undamaged, unmarked and original packaging, without any labelling or markings on the Stock and/or its original packaging which was not applied or approved by HSS. The RMA number must be clearly identifiable on the carton when it is returned to HSS. If any Stock is returned which does not meet these conditions then HSS may (at its sole discretion) determine that no credit will be given for that Stock. If HSS agrees to grant the purchaser a (partial) credit on any Stock returned then HSS will determine (at its sole discretion) the amount of the credit or partial credit to be granted. If any (partial or full) credit is granted by HSS then HSS may deduct from that credit a charge in the sum of the greater of \$10.00 or 20% of the original invoiced value of the Stock being credited. Notwithstanding anything contained or implied above, HSS will not accept for return, and will not grant any credit for, the following types of Stock:

- Indent Stock

- Stock given for which the purchaser was not invoiced (for example, Stock given as a free trial or a bonus item)

- Any Stock purchased in conjunction with a promotion where the customer also received a promotional item/gift and/or bonus Stock as part of the original purchase unless the promotional item/gift and/or bonus Stock are also returned.

- Opened Stock.

- Expired Stock.

11. EXPIRED STOCK

Due to manufacturing lead time some Stock has a restricted life span. Notwithstanding anything else contained or implied in these Terms and Conditions of Trade, the risk of loss due to expired Stock is exclusively that of the purchaser.

12. PRICE CHANGES

Prices may be subject to change without notice. If the price of any Goods change, no retrospective credit will be given to purchasers for any Goods purchased or Stock held.

13. PERSONAL PROPERTY SECURITIES ACT 1999 ("PPSA")

- The purchaser grants to HSS a security interest (as defined in the PPSA) in all Goods supplied by HSS to the purchaser and their proceeds and accessions to firstly secure payment of the purchase price of the Goods and secondly to secure payment of all outstanding debts and obligations of the purchaser to HSS from time to time.
- The purchaser agrees to execute any documents, provide all relevant information and cooperate fully with HSS to ensure that HSS has a preferred security interest in the personal property charged in (a) above and if applicable, a purchase money security interest.
- The purchaser shall pay HSS's costs of any discharge or amendment of any Financing Statement.
- The purchaser will supply HSS within 2 business days of written request, copies of all documents granting security interests registered over the purchaser's personal property. The purchaser authorizes HSS as an agent to request any information from any secured party relating to any security interest which is held in any personal property which is or has been in the purchaser's possession or control.
- The purchaser will immediately notify HSS in writing of any change in the purchaser's name or other material identifying characteristics of either the purchaser or the Goods purchased.
- Nothing in sections 114(1)(a), 133 and 134 of the PPSA shall apply to these Terms and Conditions of Trade. The purchaser waives their rights pursuant to sections 121, 125, 129, 131 and 132 of the PPSA and their rights to receive any verification statement relating to the security interests in the Goods.

14. OWNERSHIP

Ownership in the Goods will remain vested in HSS until the purchaser has made full payment for all Goods supplied by HSS to the purchaser together with all interest and other moneys due. Until ownership has passed from HSS to the purchaser then the following terms shall apply:

- The purchaser shall be deemed to be a bailee of HSS and acting in a fiduciary capacity in respect of any Goods supplied by HSS and shall insure the Goods with the interest of HSS noted;
- The purchaser shall store the Goods in such a way and in such condition and place as to make it clear that they are owned by HSS; and
- The purchaser shall not under any circumstances mix the Goods with other personal property in any manner.

If the purchaser defaults in payment for the Goods, then subject to any contrary provision of the PPSA, HSS shall have leave and license to enter upon any property occupied by the purchaser without notice in order to inspect, search for and remove the Goods and following removal, to resell the Goods and apply the proceeds to overdue amounts. HSS shall not be liable to the purchaser or third party for the exercise of its rights under this clause and the purchaser indemnifies HSS against all costs and claims in respect of HSS's rights exercised under this clause.

15. LIABILITY

The Consumer Guarantees Act 1993, the Fair Trading Act 1986 and other statutes may imply warranties or conditions or impose obligations upon HSS which cannot by law (or which can only to a limited extent by law) be excluded or modified. In respect of any such implied warranties, conditions or terms imposed on HSS, HSS's liability shall, where it is allowed, be excluded or if not able to be excluded only apply to the minimum extent required by the relevant statute.

Except as otherwise provided in this clause HSS shall not be liable for:

- Any loss or damage of any kind whatsoever, arising from the supply of Goods by HSS to the purchaser, including consequential loss whether suffered or incurred by the purchaser or another person and whether in contract or tort (including negligence) or otherwise and irrespective of whether such loss or damage arises directly or indirectly from Goods provided by HSS to the purchaser, and
- The purchaser shall indemnify HSS against all claims and loss of any kind whatsoever however caused or arising and without limiting the generality of the foregoing of this clause whether caused or arising as a result of the negligence of HSS or otherwise, brought by any person in connection with any matter, act, omission, or error by HSS its agents or employees in connection with the Goods.

If HSS is found by a competent authority to be liable for any loss, damage or injury suffered by the purchaser or third parties, the purchaser agrees that such liability shall be limited to the amount of the purchase price of the Goods in respect of which the loss or damage is claimed and shall be in lieu of any liability that might otherwise be claimed.

16. INTELLECTUAL PROPERTY RIGHTS

The sale of the Goods by HSS to the purchaser does not confer any right or licence to the purchaser to use or exploit in any way any intellectual property rights existing or relating to the Goods of which HSS is the proprietor or to which HSS is otherwise entitled.

17. CONDITIONS

Any conditions sought to be imposed the purchaser which are inconsistent with these Terms and Conditions of Trade are expressly excluded.

18. NON-WAIVER

Failure to exercise, or delay in exercising, any right by HSS, or the granting of time or any other indulgence to the purchaser shall not otherwise prejudice HSS's rights pursuant to these Terms and Conditions of Trade. Any waiver by HSS of any breach by the purchaser shall not affect HSS's entitlement to exercise its rights at any future time.

19. AMENDMENTS TO TERMS AND CONDITIONS OF TRADE

HSS reserves the right to alter or amend these Terms and Conditions of Trade at any time, without notice. The altered or amended terms will be effective from the date they are posted on the website www.henryscheinshalfoon.co.nz. The purchaser shall be deemed to have accepted any alteration and/or amendment if the purchaser orders any Goods after the date the altered or amended terms are posted on the website. No variation or counter offer of these Terms and Conditions of Trade or to any alteration and/or amendment HSS may from time to time make to them will be accepted by HSS.

20. SEVERABILITY

If any provision of these Terms and Conditions of Trade is held to be illegal or invalid, it shall be deemed deleted to the same extent and effect as if it had never been incorporated in these Terms and Conditions of Trade. All other provisions shall continue in force.

21. LAW OF NEW ZEALAND

These Terms and Conditions of Trade will be governed by and construed in accordance with the laws of New Zealand.