

New Account Creation Form – Here to make it easier for you.

Either fill in online or download, print and complete this form in order to begin setting up your account with Henry Schein Halas.

Why set up an account?

- Having an account makes ordering easier. We will have all your delivery details ready to go, we can see your sales history and the orders can leave the same day
- All your purchases accumulate so you may be able to join our Privileges Program
- Immediate delivery of all the standard items that your practice cannot do without
- Monthly statements helping you to keep track of your purchases
- A Territory Manager will be allocated to your account so you will have one primary contact for all your enquiries plus visits in your surgery
- You will have 30 days to pay for your goods

What are the two forms I need to fill out?

- 1) Credit Application Form. This goes to our finance department. It is an application for 30 days of credit. As soon as we receive this from you we can temporarily establish your account as COD and you can commence buying. Following approval, this same account will become your permanent account with 30 days credit.
- 2) Guarantee and Indemnity Form. This form, along with the necessary credit checks, will allow us to approve your 30 day trading terms.
- 3) Privacy Declaration. This form, will allow us to do the necessary credit checks, to enable us to approve your 30 day trading terms.

What else do I need to provide?

You also need to send us a copy of your Dental Registration. This allows us to ship scheduled products like anaesthetic to your practice.

You are able to fill in this form on line and submit using the Green Submit button on the last page or alternatively print, complete and fax, email or post them to us on;

Email accounts.receivable@henryschein.com.au
Postal address Accounts Receivable
Henry Schein Halas Pty Ltd
Locked bag No. 5003
Alexandria NSW 2015

SYDNEY
44 O'Dea Avenue
Waterloo NSW 2017

ADELAIDE
311 Unley Road
Malvern SA 5061

BRISBANE
Cnr Merivale & Tribune Sts
South Brisbane QLD 4101

MELBOURNE
423 Smith Street
Fitzroy VIC 3065

PERTH
154 Edward Street
Perth WA 6000

Locked Bag No. 5003
Alexandria NSW 2015

PO Box 3593
South Brisbane QLD 4101

PO Box 2459
MDC Fitzroy VIC 3065

PO Box 8123
Perth Business Centre
Perth WA 6849

Application for 30 Day Commercial Account

Please Return Original Signed Form By Mail
***A COPY OF YOUR DENTAL REGISTRATION MUST BE SUPPLIED**
***YOU MUST SIGN PAGE 3 OF THIS APPLICATION**

COMMERCIAL ACCOUNT APPLICATION FORM

This form can be filled and submitted using the submit button on page 8

Account Details

Legal Name of Entity:		A.C.N.
Trading Name:		A.B.N.
Account Type (please tick box provided): Do you have an existing HSH Account- YES NO Account #		
<input type="checkbox"/> Sole Trader	<input type="checkbox"/> Trustee	<input type="checkbox"/> Government Dept
<input type="checkbox"/> Partnership	<input type="checkbox"/> Other	<input type="checkbox"/> Company
Please state Full Name of Trust if Applicant is a Trustee		
Date of incorporation or business started:		
Principal business activity:		Estimated Purchases per month:
Business Address:		Postcode:
Delivery Address:		Contact Name:
Telephone:	Mobile:	Fax:
Email:		
Account mailing address:		Year Commenced:
Accounts contact person name:		Direct phone number:
Dentist Registration No:		Expiry of Dentist Registration No:
Dentist name:		
Dentist Registration Association: (Hygenist, Orthodontist, Surgeon, etc.)		
Details of directors / proprietors: *attach copy of drivers licence(s)		

Full Name	Home Address	Phone Number
Trade references from other product suppliers:		
Company name:	Contact:	
	Ph:	Fax:
Company name:	Contact:	
	Ph:	Fax:
	Contact:	
	Ph:	Fax:

The customer represents and warrants to Henry Schein Regional Pty Ltd ("the Company") that this information is true and correct to the best of its knowledge. I/we consent to the trade and personal references being contacted to gain trading information. I/we acknowledge that the Company has informed us, in accordance with the *Privacy Act 1988*, that certain personal information may be shared with credit providers and others. I/we the undersigned, accept the Terms & Conditions of Trade of the Company as displayed on the Company Web Site (www.henry-schein.com.au) and agree same will be incorporated by reference. I acknowledge reading the Terms & Conditions of Trade before signing this form and agree that they may be changed in the manner provided including by changing the current version on the website. Credit is approved subject to these representations and warranties and at the discretion of the Company and may be withdrawn at any time.

Acceptance by authorised director / person / proprietor

	Full Name:	Position:	Signature:	Date:
1.				
2.				
3.				

Application for 30 Day Commercial Account

SECURED DEED OF GUARANTEE AND INDEMNITY

To: Henry Schein Regional Pty Ltd of Unit 1, 44 O'Dea Avenue, Waterloo Australia ("the Company").

In consideration for the Company providing or continuing to provide goods and services to the Customer named in the Schedule ("the Customer") the Guarantor agrees with the Company as follows:

1. The Guarantor guarantees payment by the Customer for all goods and services that have been supplied or may in future be supplied from time to time at the Customer's request and to be answerable and responsible for the payment by the Customer of those and all other moneys which are payable or may become payable by the Customer to the Company, actually or contingently, now or in the future ("secured money").
2. The Guarantor hereby separately indemnifies the Company against all losses and expenses (including legal costs on a solicitor/client basis) however arising, directly or indirectly, in respect of any default by the Customer under any contract with the Company and including failure to pay any secured money.
3. Where the Guarantor consists of more than one person this guarantee is enforceable against all persons signing as guarantor jointly and severally.
4. The Guarantor hereby charges with the payment of the secured money all of their interest in any real property (including all property acquired after the date of this Deed and wherever situate) in favour of the Company. The Guarantor agrees to grant a mortgage over any such real property to better secure the secured money. The Guarantor grants a security interest pursuant to the Personal Property Securities Act in all the Guarantor's present and after acquired property as security for the Guarantor's obligations in respect of the secured money. The Guarantor hereby irrevocably appoints the Company and any person nominated by the Company as the attorney of the Guarantor with power to execute, sign, seal and deliver any documents to better secure the secured money and to perfect any security, including to execute any registrable real property mortgage.
5. If the security created by clause 4 is or becomes void or unenforceable it may be severed from this Deed without any effect on the validity of the remainder of this Deed.
6. A certificate signed by a representative of the Company shall be prima facie evidence and proof of moneys owing by the Customer to the Company at that point in time.
7. The Guarantor acknowledges that the Guarantor has made his or her own enquiries of the Customer regarding the Customer's past and prospective dealings with the Company. The Guarantor further acknowledges that the Company is under no obligation to notify them of any changes to its trading terms or dealings with the Customer.
8. This guarantee and indemnity is given for valuable consideration and is a continuing guarantee and indemnity to the Company for the whole of the secured money. The obligations of the Guarantor are absolute and unconditional and shall not be affected by anything that might otherwise affect them including but not limited to: (a) any variation or the Customer's or any other guarantor's obligations (whether or not to make them more onerous) or any invalidity of them and any release, discharge or other indulgence to the Customer or a guarantor (b) insolvency or any composition or arrangement in respect of the Customer or any other guarantor; (c) any failure by the Company to take, perfect or enforce any guarantee or security from or by the Customer or any guarantor.
 - 3.1 The Guarantor agrees that this Deed shall be construed in accordance with the laws of the State of New South Wales and submits to the non-exclusive jurisdiction of Courts of that State. The Guarantor agrees that the Company may give information about the Guarantor for the following purposes: (a) to obtain a consumer or commercial credit report about the Guarantor; (b) allow the credit reporting agency to create or maintain a credit information file about the Guarantor; (c) effect registration on the Personal Property Securities Register; and (d) to obtain commercial credit information about the Guarantor from a credit reporting agency.

SCHEDULE

Name of Customer: _____ ACN or ABN: _____

Address of customer: _____ Date: _____

THIS IS A LEGAL DOCUMENT. EACH GUARANTOR ACKNOWLEDGES HAVING HAD THE OPPORTUNITY TO CONSIDER THIS DOCUMENT AND TO SEEK LEGAL ADVICE REGARDING IT.

<p>GUARANTOR (1)</p> <p>Full Name _____</p> <p>Home Address _____</p> <p>Signature: _____ Date: _____</p>	<p>WITNESS</p> <p>Full Name _____</p> <p>Home Address _____</p> <p>Signature: _____ Date: _____</p>
<p>GUARANTOR (2)</p> <p>Full Name _____</p> <p>Home Address _____</p> <p>Signature: _____ Date: _____</p>	<p>WITNESS</p> <p>Full Name _____</p> <p>Home Address _____</p> <p>Signature: _____ Date: _____</p>

Application for 30 Day Commercial Account

PRIVACY DECLARATION

Declaration

Each of the undersigned declares as follows:

1. I consent to Henry Schein Regional Pty Ltd ("the Company") collecting information about me, including information about my creditworthiness, credit history, credit standing, credit capacity or other credit information ("Credit Information") from credit reporting agencies, or from any credit provider or trade referee named in this application or named in a credit report.
2. I consent to the Company using the Credit Information, and other information about me collected by the Company:
 - (a) to assess this application;
 - (b) to assess my creditworthiness or the creditworthiness of the Customer;
 - (c) for the purpose of collecting payments overdue in respect of commercial credit and to otherwise assist the Customer to avoid default; or
 - (d) for the purpose of assessing whether to accept me or another individual as a guarantor.
3. I consent to the Company disclosing the Credit Information, and other information about me collected by the Company, to credit reporting bodies; to debt collectors; to credit providers; to any individual who is a guarantor or potential guarantor of my obligations to the Company; to any individual who is considering whether to offer property as security for my obligations to the Company; to any related entity of the Company; to any agent or contractor of the Company (including legal advisors and mercantile agents); and to other parties authorised or required to collect that information.
4. I acknowledge that if I do not provide the information requested in this form or give the above consents then the Company may not be able to process the account application and, if approved, to provide the Customer with credit.
5. On behalf of the Customer, I agree that all goods and services will be supplied by the Company on the Terms and Conditions of Trade and as varied and applicable from time to time. The Terms & Conditions of Trade have been read on behalf of the Customer before signing this declaration. The Terms & Conditions of Trade may be varied with written notice.
6. I warrant that:
 - (a) the information in this application is true and correct;
 - (b) I am authorised to complete and submit this application on behalf of the Customer.

Declared by proprietor/guarantor

Full Name _____ Position _____

Date _____ Signature _____

Full Name _____ Position _____

Date _____ Signature _____

Full Name _____ Position _____

Date _____ Signature _____

Full Name _____ Position _____

Date _____ Signature _____

Application for 30 Day Commercial Account

HENRY SCHEIN REGIONAL PTY LTD Terms & Conditions of Trade

Definitions

1. "**Australian Consumer Law**" means Schedule 2 to the Competition and Consumer Act 2010 (Cth).
2. "**Company**" means Henry Schein Regional Pty Ltd (ACN 003 770 321) as The Trustee for The Henry Schein Regional Trust (ABN 83 132 312 515).
3. "**Customer**" means the party placing the Order with or purchasing Products from the Company.
4. "**Order**" means an offer by a Customer to purchase Products from the Company.
5. "**PPS Act**" means the Personal Property Securities Act 2009 (Cth) and its associated Regulations as varied from time to time.
6. "**PPSR**" means the Personal Property Securities Register established under the PPS Act.
7. "**Products**" means dental products and other dental consumables, equipment, digital technology, CadCam, laboratory equipment, dental specialities and similar or related products and includes any other product or service ordered by the Customer from the Company or supplied by the Company on the Order of the Customer.
8. "**Quotation**" means a list and specification of the Products prepared by the Company with prices, either individually or in aggregate.
9. "**Ts&Cs**" means these Terms & Conditions of Trade as varied and applicable from time to time.
10. "**Writing**" includes quotes, letters, fax, email and other similar electronic communication methods.

1 Sale Terms

- 1.1 The Ts&Cs apply to all agreements between the Company and the Customer including all Orders or other sales and will prevail over all prior conditions previously agreed between the parties.
- 1.2 The terms of the Ts&Cs may be varied from time to time by the Company by notice to the Customer. Publication of the amended Ts&Cs on the website of the Company located at www.henryschein.com.au shall be deemed to be notice of that amendment. The amended Ts&Cs will apply to any Order or part of an Order from the date on which the Company notifies the Customer of that change.
- 1.3 The Company may, but will not otherwise be required nor responsible to notify the Customer of the existence or content of any amendments to the Ts&Cs.

2 Order and Acceptance

- 2.1 Any Order submitted to the Company by a Customer will be deemed to be made pursuant to the Ts&Cs. Any Order placed or made by the Customer for the purchase of the Products will be an irrevocable offer and will constitute an unqualified acceptance by the Customer of the Ts&Cs.
- 2.2 The Company may accept any Order in whole or in part by providing confirmation of the Order. Acceptance may be oral, by conduct or in Writing at the Company's discretion.
- 2.3 Delivery by the Company of Products pursuant to an Order made by the Customer (whether by single or multiple delivery) will be taken as acceptance by the Company of the Order to the extent Products are delivered.
- 2.4 Accepted Orders may not be varied or cancelled by the Customer without the Company's written consent and (subject to the conditions set out herein including clause 14.2) there is no right of return.

3 Price

- 3.1 The price of the Products will be as agreed between the parties and where there is no written confirmation of the price, the price will be the amount indicated on invoices provided by the Company to the Customer regarding Products ordered.
- 3.2 Prices in Quotations are indicative only based on the quantities of Products specified in the Quotation and prices current at the date of the Quotation.
- 3.3 The Company reserves the right to issue an amended invoice in the case of genuine error on its part in confirmation, Quotation or invoicing.

- 3.4 The Company may charge in addition to the price of the Products an amount for delivery and handling at rates dependent on distance and volume of Products supplied. The rates to be applied will be the Company's usual rates for matters or services of that kind or if there are no such usual rates then reasonable rates. The Company's usual rates are subject to change from time to time.
- 3.5 Any discount or rebate will only apply if the Customer and the Company agree in Writing.

4 Credit granting and payment

- 4.1 The Company may accept an Order and allow credit for part or all of its value or may accept an Order and require pre-payment as a condition of delivery.
- 4.2 Credit approval once granted may be withdrawn at any time. Where credit approval has not been granted, or is withdrawn, payment for all Products supplied is required before delivery (cash or cleared funds). Where credit has been approved for the Customer, all invoices issued by the Company are due and payable by the date for payment agreed in Writing by the Customer and the Company, but if no agreement in Writing is made, then thirty (30) days following the end of the month in which a statement is posted to the Customer.

5 Credit Policy and Default

- 5.1 In the event that the Customer fails to make any payment payable pursuant to the Ts&Cs within the payment terms or breaches any of the warranties, obligations or agreements, the Customer will be in default of the Ts&Cs.
- 5.2 The Company may charge interest on all amounts not paid by the Customer by the time required for payment at a rate of 1.5% per calendar month calculated from the due date and accruing monthly thereafter until the date of payment.

- 5.3 If the Customer defaults in payment of any invoice due and payable, the Customer must reimburse and indemnify the Company from and against all expenses, costs and disbursements incurred by the Company in pursuing the debt including all reasonably charged legal costs on a "solicitor and own client" basis and the fees charged to the Company by any mercantile agency. If the Customer fails to pay any amount by the due date, the Company may at its sole discretion:
- cancel any provision of credit to the Customer;
 - reverse any rebates or discounts allowed;
 - change credit payment terms including by requiring cash pre payment for any further Products ordered;
 - provide details of the payment default to a credit reporting agency;
 - commence legal proceedings against the Customer (and any guarantors) for all outstanding amounts, interest and costs;
 - decline to supply Products to the Customer and terminate this and any other agreement with the Customer; and
 - exercise any other rights at law including pursuant to the PPS Act.
- 5.4 A certificate of debt signed by a representative of the Company will be prima facie evidence and proof of money owing by the Customer to the Company at the time of the certificate.

6 GST

- 6.1 Words used in this clause 6 that are defined or used in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) have the same meaning as in that Act unless the context indicates otherwise.
- 6.2 Unless expressly included all amounts of consideration expressed or described in any quotation or agreement the subject of the Ts&Cs are GST exclusive. The Customer must pay an additional amount equal to any applicable GST. The additional amount must be paid when the other consideration is payable or at any earlier time that the Company is obliged to pay or allow credit for the GST.
- 6.3 Whenever an adjustment event occurs in relation to any taxable supply to which clause 6.2 applies:
- The supplier must determine the amount of the GST component of the consideration payable; and
 - If the GST component of that consideration differs from the amount previously paid, the amount of the difference must be paid by, refunded to or credited to the recipient, as applicable; and
 - The supplier will issue an Adjustment Note to the recipient.
- 6.4 If either party is entitled under an agreement the subject of the Ts&Cs to be reimbursed or indemnified by the other party for a cost or expense incurred in connection with such agreement, the reimbursement or indemnity payment must not include any GST component of the cost or expense to the extent that the cost or expense is the consideration for a creditable acquisition made by the party being reimbursed or indemnified, or by its representative member.
- 6.5 If GST is payable on any taxable supply made by one party (Supplier) to another (Recipient) under an agreement the subject of the Ts&Cs, then the Recipient will not be required to pay any amount to the Supplier in respect of that taxable supply unless it has first received a tax invoice from the Supplier.

7 Delivery

- 7.1 Delivery of the Products is deemed to have taken place when:
- the Customer takes possession of the Products at the Company's address; or
 - the Products are delivered by the Company or the Company's nominated carrier to the Customer's nominated address; or
 - the Customer's nominated carrier takes possession of the Products in which event the carrier will be deemed to be the Customer's agent.

- 7.2 The Customer's nominated address is the address specified in the Commercial Account Application Form or otherwise notified in Writing by the Customer to the Company from time to time.
- 7.3 Delivery of the Products must not be refused by the Customer after an Order has been accepted by the Company. Where prices are stated as inclusive of delivery, delivery is to the delivery point nominated by the Customer and accepted by the Company.
- 7.4 The Customer must make all arrangements necessary to accept delivery of the Products at the Customer's nominated address.
- 7.5 Delivery of Products to a third party or address nominated in any way by the Customer is deemed to be delivery to the Customer pursuant to the Ts&Cs.
- 7.6 In the event that the Customer is unable to accept delivery of the Products as arranged, then the Company is entitled to charge all reasonable costs and expenses for demurrage, storage and redelivery.
- 7.7 In the event that the Customer is unavailable or the service technician is unable to perform the service due to a delay or restricted access given by the Customer, then a call out fee is payable.
- 7.8 The Company will not be liable to the Customer for any loss or damage or expense arising from failure by the Company to deliver the Products at a specified time, promptly or at all and the failure of the Company to deliver at a specific time or at all will not entitle the Customer to treat an agreement the subject of the Ts&Cs as repudiated.
- 7.9 A Proof of Delivery ("POD") document signed by the Customer or anyone appearing to act on its behalf will be deemed confirmation by the Customer that the delivery of Products is in accordance with the Customer's Order.

8 Product Information, Photos and Images

- 8.1 All descriptive specifications, illustrations, drawings, data, dimensions and weights supplied by the Company or otherwise contained in catalogues, price lists, advertising or in other printed material of the Company are approximate only and are for general illustration purposes only.
- 8.2 Such descriptive specifications do not form part of the contractual description of the Products unless agreed to in Writing by the Company, in which case they are subject to recognised trade tolerances.
- 9 Credit Card recovery of costs
- 9.1 A service fee sufficient to cover the Company's administration and banking costs may be added by the Company to the price where payment by the Customer is made by way of a credit card.

10 Risk and Retention of Title to the Products Pending Payment

- 10.1 The risk (but not title) in respect of Products sold passes to the Customer immediately upon delivery to the Customer, the Customer's agent or courier as the case may be.
- 10.2 Legal and beneficial ownership of the Products will remain with the Company and will not pass to the Customer until the Company has received in full (cash or cleared funds) all sums due to it in respect of the Products and all other sums which are or which may become due to the Company from the Customer on any credit or other account with the Company or pursuant to these Ts&Cs.
- 10.3 Until ownership of the Products has passed to the Customer, the Customer will keep the Products in question as fiduciary agent and bailee for and on behalf of the Company.
- 10.4 If:
- The Customer fails to pay any amount (whether in part or whole) payable in respect of any Products by the time required for payment; or
 - The Customer is the subject of an insolvency event (such as receivership, administration or liquidation); the Company may, without notice to the Customer, enter at any reasonable time any premises where Products are located (or believed by the Company to be located) and

take possession of those Products not paid for and any other Products to the value of the amount owing. The Company's permission to enter the Customer's premises for that purpose is irrevocable. The Company is not liable to the Customer in contract, tort or otherwise, for any costs, damages, expenses or losses incurred by the Customer as a result of any action taken by the Company under this clause.

11 PPS Act

- 11.1 Words in italic will have the meaning and definitions set out in the PPS Act.
- 11.2 The Customer acknowledges that by virtue of the Ts&Cs the Company has a security interest in the Products and their proceeds and to the extent applicable, the PPS Act applies to any agreement pursuant to the Ts&Cs.
- 11.3 The Customer acknowledges that the Company may do anything it considers necessary, including but not limited to registering on the PPSR any security interest in the Products which the Company has and including registration as a purchase money security interest (PMSI) in order to perfect the Company's security interest as a first priority interest under the PPS Act. The Customer agrees to do all things including signing any document which the Company reasonably requires to assist the Company to undertake the matters set out above.
- 11.4 The Customer waives pursuant to section 157(3)(b) of the PPS Act the right to receive notice of a financing statement, financing change statement or a verification statement in relation to any registration on the PPSR.
- 11.5 The Customer and the Company agree, that pursuant to section 115 of the PPS Act the following provisions in the PPS Act are contracted out of insofar as they require the Company to give any notice or statement or allow any period of time or grant any opportunity to remedy to the Customer:
- (a) sections 95 (removal of accession), 96 (retention of accession);
 - (b) section 125 (obligation to dispose of or to retain collateral);
 - (c) section 129 (disposal by purchase);
 - (d) section 130 (notice of disposal), to the extent that it requires the secured party to give a notice to the grantor before disposal;
 - (e) subsection 132(4) (statement of account if no disposal);
 - (f) section 135 (notice of retention);
 - (g) section 142 (redemption of collateral);
 - (h) section 143 (reinstatement of security agreement).
- 11.6 Solely to preserve their confidentiality, to the extent allowed under section 275 of the PPS Act, the Customer and Company agree that neither will disclose information if requested by a third party under section 275(1) of the PPS Act.
- 11.7 The Customer agrees that any rights of the Company under this document are in addition to and not in substitution for its rights under the PPS Act.
- 11.8 The Customer must not without the Company's consent specify an order of application of payments made to the Company different to that set out in section 14 of the PPS Act or different to any other order specified by the Company at any time.
- 11.9 The Customer undertakes to give the Company not less than 14 days prior notice of any proposed change in the Customer's name or any other change in the Customer's details (including, but not limited to, changes in its address, phone or facsimile number and trading name).

12 Claims and Returns

- 12.1 The Customer accepts that Products that the Company is prohibited from reselling such as medicines may not be returned for any reason. Refunds or returns will only be given to the extent there is a non-excludable right to return or refund under the Australian Consumer Law or other applicable legislation.
- 12.2 Subject to clause 14.2:
- (a) the Customer must inspect and check all Products received and within 3 days of receipt notify the Company

in Writing of any shortage in quantity, defect, incorrect specification, damage or Products not in accordance with the Customer's Order. The Customer is responsible for checking that Products correspond with those ordered prior to use. After use or expiry of the time stated herein the Products will be deemed to be free from any defect or damage at delivery;

(b) the Customer agrees that it will not return any of the Products without first informing the Company. Returned Products must be unmarked, in a saleable condition and must include the original packaging, accessories, delivery document and invoice;

(c) no credit or replacement will be given unless and until Products so returned have been verified as being valid for return or are defective. The Company reserves the right to recover its costs where the returned Products prove not to be valid for return or are not defective. Returned Products must be returned to the Company to the address notified by the Company to the Customer from time to time;

(d) all freight, handling and other charges in relation to returning Products (other than Products not ordered or found to be defective) are the responsibility of the Customer. Where the freight, handling and other charges in relation to a returned product are the responsibility of the Company:

(i) the Company must authorise those costs in Writing to the Customer prior to the Customer returning those Product(s) to the Company; or

(ii) the Company may elect to collect the Products from the Customer or nominate its own carrier.

- 12.3 Subject to clause 14.2 the Customer will be liable for a re-stocking fee on all Products accepted for return calculated as 30% of the relevant invoice price. The re-stocking fee will not apply to Products returned for being defective, damaged or for failing to comply with the Order.

13 Disputed Charges

- 13.1 If the Customer objects to any invoiced item or amount, the Customer may withhold payment of the disputed amount, but only if on or before payment or the due date for payment (whichever occurs first), the undisputed amount of the invoice is paid in full and notice in Writing of the dispute is given to the Company, setting out the details of the amount disputed, the reasons for the dispute, and the basis for calculating the disputed amount.
- 13.2 The Company will investigate all disputes. If the amount is found to be payable (in whole or in part) then the Customer must pay the due amount within 7 days of receiving notice and the basis of the decision.
- 13.3 Invoiced amounts that are not objected to in Writing within 30 days of the due date will be deemed to be correctly charged and accepted by the Customer and the Customer waives all claims against the invoice.

14 Disclaimer and Limitation of Liability

- 14.1 Subject to clause 14.2 and except as expressly provided in the Ts&Cs or as set out in the Company's acceptance, and to the extent permitted by law, no guarantee, warranty, condition, undertaking or term, express or implied, statutory or otherwise, as to the condition, quality, performance, aesthetic appearance, merchantability or fitness for purpose of any Products provided pursuant to the Ts&Cs is given or assumed by the Company and all such guarantees, conditions, warranties and liabilities (including liability as to negligence) express or implied relating to such Products are hereby excluded.
- 14.2 The Company acknowledges that certain legislation in Australia, including the Australian Consumer Law, provides guarantees and rights which cannot be excluded, restricted or modified or which may in certain cases only be modified or restricted to a limited extent. Nothing in these terms and conditions excludes, restricts or modifies, or is intended to exclude, restrict or modify, any guarantee, condition, warranty, right or liability

- implied by law (including any guarantee, condition, right or liability imposed under the Australian Consumer Law) to the extent it cannot lawfully be excluded, restricted or modified.
- 14.3 Subject to clause 14.2 and to the full extent permitted by law, the liability of the Company in respect of a breach of a guarantee, condition or warranty implied by legislation (other than any non-excludable implied guarantees, conditions or warranties), including liability for any consequential loss which the Customer or any other entity or person may sustain or incur, will be limited, at the Company's option, to:
- i. if the breach relates to supply of goods:
 - a) the provision of a refund;
 - b) replacement of the goods;
 - c) repair of the goods; or
 - d) the payment to the Customer of the reasonable cost of having the goods repaired or replaced.
 - ii. if the breach relates to services:
 - a) the provision of a refund; or
 - b) re-supply of the services; or
 - c) the payment to the Customer of the reasonable cost of having the services re-supplied.
- 14.4 The Customer acknowledges and agrees that in entering into an agreement the subject of the Ts&Cs it has not relied in any way on the Company's representations and that it has satisfied itself as to the suitability of the Products for the Customer's purposes.
- 14.5 Subject to clause 14.2, and to the full extent permitted by law the Company will not be liable to the Customer for any loss or damage including loss of profits or any other indirect or consequential loss or damage, arising directly or indirectly, and whether or not as a result of negligence, in any way in respect of anything done or supplied under the Ts&Cs including:
- (a) the supply to or use by the Customer of any Product; or
 - (b) delayed or non-delivery of the Products for any reason including but not limited to loss, damage, theft of the Products whilst in transit; or
 - (c) any breach by the Company of its obligations under an agreement the subject of the Ts&Cs.
- 15 Returned Cheques**
- 15.1 An administration fee of \$55 including GST plus all associated bank charges may be applied to any cheque payment returned unpaid by the bank for whatever reason. This fee may increase without notice to cover the Company's expenses and costs.
- 16 Set-off and assignment**
- 16.1 The Customer is not entitled to set off against or deduct from the price of Products sold any sums owed or claimed to be owed to the Customer by the Company.
- 16.2 The Customer must not assign or subcontract any contract for the purchase of Products or its rights or obligations under an agreement the subject of the Ts&Cs without the prior written consent of the Company.
- 17 Force Majeure**
- 17.1 The Company will have no liability to the Customer in relation to any loss, damage or expense caused by the Company's failure to complete an Order or delivery or contract as a result of fire, flood, tempest, earthquake, riot, civil disturbance, theft, crime, strike, lock out, war or the inability of the Company's suppliers to supply necessary products or any other matter beyond the Company's control.
- 18 Privacy consent**
- 18.1 The Company collects, uses, stores and discloses personal information in accordance with the Henry Schein Australia Privacy Policy, which the Customer acknowledges it has had an opportunity to read and understand. The Customer can access the current policy from the Company's web site located at <http://henryschein.com.au/privacy>, or by contacting the Company's privacy officer at privacy@henryschein.com.au.
- 18.2 The Company may give information to third parties about the Customer, its guarantors, directors or proprietors in accordance with the Henry Schein Australia Privacy Policy, including for the following purposes:
- (a) to obtain a consumer credit report about the Customer, its guarantors, directors or proprietors;
 - (b) to allow the credit reporting agency to create or maintain a credit information file containing information about the Customer, its guarantors, directors or proprietors;
 - (c) for registration on the PPSR or other public records or registers; and
 - (d) to obtain commercial credit information about the Customer, its guarantors, directors or proprietors from a credit reporting agency.
- 19 Waiver of terms of agreement**
- 19.1 The failure or indulgences by the Company to exercise, or delay in exercising, any right, power or privilege available to it under an agreement the subject of the Ts&Cs will not operate as a waiver thereof or preclude any other or further exercise thereof or the exercise of any right or power and the Company is entitled to require strict compliance at all times.
- 20 Proper Law**
- 20.1 An agreement the subject of the Ts&Cs is governed by and will be construed in accordance with the laws of the State of New South Wales, Australia.
- 20.2 The parties agree to submit to the non-exclusive jurisdiction of the Courts of the State of New South Wales. If the Local Court has jurisdiction the parties consent to the non-exclusive jurisdiction of the Local Court closest to the Company's place of business.
- 20.3 An agreement formed pursuant to the Ts&Cs will be deemed to have been entered into at the Company's place of business.
- 21 General provisions**
- 21.1 This document represents the entire agreement between the parties and no agreement or understanding varying or extending the terms of the Ts&Cs will be legally binding upon either party unless in Writing and signed by both parties or allowed by the Ts&Cs.
- 21.2 The Company may serve any notice or Court document on the Customer by hand or by forwarding it by post to the address of the Customer last known to the Company, or where a fax number or an email address has been supplied by the Customer, by sending it to that number or address. Such notices will be deemed to be given:
- (a) where delivered by hand, on the day of delivery;
 - (b) where sent by post, two (2) business days after the day of posting; and
 - (c) where sent by facsimile or email on the day of dispatch, provided that a clear transmission report is obtained.
- 21.3 If any term of an agreement the subject of the Ts&Cs will be invalid, void, illegal or unenforceable, it will be severed from the agreement and the remaining provisions will not be affected, prejudiced or impaired by such severance.
- 21.4 The Company may assign or licence or subcontract all or any part of its rights and obligations under the Ts&Cs without the Customer's agreement or consent.
- 21.5 If the Customer sells or otherwise disposes of its business (or any part thereof) (**Disposal**), the Customer must immediately notify the Company in Writing of such Disposal to enable the Customer's account to be closed. If the Customer fails to notify the Company of such Disposal, then the Customer will be jointly and severally liable with the third party acquiring the business (or part thereof) to the Company for the payment of Products subsequently sold to the third party on the Customer's account before the Company received such notice as if the Customer had ordered the Products itself.