



CEREC SERVICE CLUB TERMS AND CONDITIONS

CUSTOMER INFORMATION:

NAME: _____
 ADDRESS: _____ CITY: _____ STATE: CA ZIP: _____
 PHONE: _____ FAX: _____ EMAIL: _____

HENRY SCHEIN JDE#: _____ UNIT SERIAL #: _____

LOCATION OF EQUIPMENT*: _____

* Customer acknowledges a separate CEREC Service Club Agreement will be required for each location in which Equipment is used by Customer.

Customer agrees to the following terms and conditions related to the CEREC Service Club support and maintenance membership program (this "Agreement").

1. Definitions: As used in this Agreement, the following terms shall have the following meanings:

- a) "CEREC Service Club" means the support and maintenance membership program relating to certain Equipment sold to Customer.
- b) "Customer" means the individual or dental practice whose name appears above under the heading Customer Information.
- c) "Effective Date" means the date this Agreement is signed by Customer, as indicated below.
- d) "Equipment" means those CEREC acquisition unit(s) and milling unit(s) manufactured by the Manufacturer and sold to Customer.
- e) "Location" means the Customer's office location identified above where patients are treated for dental care.
- f) "Manufacturer" means Sirona Dental Systems GmbH, its successors and assigns.
- g) "Scheduled Maintenance" means the following types of maintenance work relating to the Equipment: (i) acquisition unit exterior examination for ordinary wear and tear (including covers, exterior surfaces, camera, cabling, casters), service or replacement of components (including cooling filter, trackball cleaning and heater shimming) and calibration or adjustment of the PC components, camera system, software settings, heater and transmitter; and (ii) milling unit exterior examination for ordinary wear and tear (including covers, exterior surfaces, cabling, chamber components and tank), internal examination for ordinary wear and tear (including water/air systems, gearing, sensor, and harnesses), service or replacement of components (including water system flush) and calibration and adjustment of milling components, water/air systems, scanner (if applicable), sensors, switches and transmitter.
- h) "Software Update" means that certain CEREC software provided and licensed to Customer by the Manufacturer in connection with the Equipment which constitutes an improvement to the existing software used or embedded within the Equipment. A Software Update may include minor changes to the operating system or change the means of creating existing clinical indications.
- i) "Software Upgrade" means that certain CEREC software provided and licensed by the Manufacturer in connection with the Equipment which constitutes a new version of the software. A Software Upgrade typically adds new clinical indications (e.g., implants or bridges) or a new operating system that fundamentally alters the interface between the user and the Equipment.
- j) "Term" means the period beginning on the Effective Date and ending on the seventh (7th) anniversary of the Sale Date, subject to earlier termination as provided herein.
- k) "Warranty" means the product is free from defects in workmanship and materials. Exclusions include damage or wear due to neglect, lack of annual maintenance, improper use of service other than Henry Schein, alterations to the equipment with other than Manufacturer authorized components and software. Use of non-Manufacturer-approved milling blocks or block material, burs and milling lubricant will void the warranty. See also Sections 2.7, 6, and 7 below.

2. Services and Benefits. So long as Customer continues making payments due under this Agreement pursuant to Section 3, during the Term, Customer will receive the following as part of its membership in the CEREC Service Club:

- 2.1 **Scheduled Maintenance.** Each calendar year of the Term, Henry Schein shall provide Customer with one (1) occurrence of Scheduled Maintenance on Customer's Equipment at the Location. Such Scheduled Maintenance shall include parts and labor necessary to ensure the Equipment is operational. Customer agrees to allow Henry Schein access to Customer's premises during normal business hours upon reasonable notice to perform this Scheduled Maintenance.
- 2.2 **Loaner Equipment.** Subject to availability, Henry Schein will endeavor to provide Customer with temporary loaner equipment (i.e., CEREC MCXL and Primescan) in accordance with the attached Loaner Equipment Terms and Conditions, when Warranty repairs being conducted on the Equipment by Henry Schein pursuant to this CEREC Service Club agreement are anticipated to take greater than three weeks.
- 2.3 **Software Updates.** Any and all CEREC Software Updates issued by Manufacturer.
- 2.4 **Software Upgrades.** Any and all CEREC Software Upgrades issued by the Manufacturer.
- 2.5 **Discount on Certain Replacement Parts/Components.** In the event of accidental damage to, or breakage of the prismatic tube/Mirror Sleeve (for Omnicam/Primescan) or camera components of the Equipment, Customer may purchase a replacement tube and/or camera from Henry Schein at a discounted rate equal to fifty percent (50%) of Manufacturer's suggested retail price for such tube and/or components.
- 2.6 **Parts and Labor Warranty-Dental Office.** The Equipment (including its components) carries a one-year manufacturer parts and Henry Schein labor warranty from the origin date of installation. Membership in CEREC Service Club pursuant to this Agreement extends this warranty to a seven-year manufacturer parts and Henry Schein labor warranty (subject to Customer's right to cancel or earlier termination as provided herein).
- 2.7 **800 Phone Support.** Customer will be entitled to receive reasonable telephone support at no additional charge through the Henry Schein TechCentral Support Center.
- 2.8 Access to discount offers on certain training programs.
- 2.9 **NOT a Contract for Insurance.** The CEREC Service Club is a support and maintenance warranty program and is not a contract for insurance. The Warranty excludes, among other things, external causes of any kind, including, without limitation, third party actions, fire, theft, flood and acts of God.

3. Payment Terms

Applicable Equipment: (Check Applicable Box)

<input type="checkbox"/> Acquisition (CEREC AC with Omnicam, CEREC AF with Omnicam, CEREC AF without Omnicam, CEREC AI with Omnicam, CEREC AI without Omnicam or CEREC AC with Bluecam) as Stand Alone or paired with any Milling Unit (CEREC MC, CEREC MCX, CEREC MCXL Practice Lab); or CEREC with Primescan.	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Digital Impression ONLY (Omni Connect, AF Connect, AI Connect or Bluecam Connect)	<input type="checkbox"/>	<input type="checkbox"/>
	\$299/month	\$3588/year
	\$199/month	\$2388/year

EQUIPMENT PURCHASE

- This agreement is for Equipment sold to Customer by Henry Schein (if greater than 90 days since purchase doctor **MUST** select 1), 2) or 3) below):
- This agreement is for Equipment sold to Customer by 3rd Party (**MUST** select 1), 2) or 3) below):
 - 1) If Service Club payments have been continually made to another supplier and are current to date (within 90 days and verified by Dentsply Sirona), a physical inspection of the equipment is required to enroll in Henry Schein Service Club.
 - 2) If Customer's last Service Club enrollment is **greater than 90 days** but less than 12 months, a chargeable physical inspection is required, as well as, a **one-time payment of \$995** to bring equipment software current for club transfer. Any hardware repairs necessary will be at the responsibility of the office before club transfer.
 - 3) If Customer's last Service Club enrollment is **greater than 12 months**, a physical inspection is required, as well as, a **one-time payment of \$2,995** to bring equipment software current for Club transfer. Any hardware repairs necessary will be at the responsibility of the Customer before club transfer.

Customer's Monthly Payment Amount: \$ _____ (subject to an increase of up to 2% per year) **Customer to initial here:** _____

The Monthly Payment Amount shall be paid by Customer each month of the Term. Such Monthly Payment Amount shall be billed to Customer's Henry Schein Dental "Open Account" and subject to the terms and conditions of such account. Customer's membership in the CEREC Service Club and eligibility for any support and maintenance services pursuant to this Agreement will be suspended and no services will be provided if Customer is at any time in breach of its obligation to pay the Monthly Payment Amount. The recurring Monthly Fees are fixed for each 1 year term but are subject to change or increase at the end of each term (up to a maximum of 2% per 1 year

term). Any changes in the Monthly Fees will be communicated thirty (30) days prior to the end of the then current term, failure to cancel before the start of the next 1 year term will constitute acceptance of the changed Monthly Fees.

BY CHECKING THIS BOX, CUSTOMER ELECTS NOT TO JOIN THE CEREC CLUB AT THIS TIME AND ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT. CUSTOMER FURTHER UNDERSTANDS THAT IF HE/SHE ELECTS TO JOIN AT A LATER DATE, HE/SHE WILL BE RESPONSIBLE FOR PAYING THE MONTHLY APPLICABLE CHARGES DATING BACK TO THE ORIGINAL DATE OF INSTALLATION.

CUSTOMER AGREES THAT THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE HEREOF ARE PART OF THIS AGREEMENT. AGREED AND ACCEPTED BY CUSTOMER:

Sign here:

DATE: 02/27/2022

(authorized signatory of Customer to sign above)

Print name of authorized signatory signing for Customer above:

(print name)

Please email a scanned copy of this completed form to DLHSIDSSERVICECLUBS@henryschein.com

4. **Acknowledgement.** Customer acknowledges that to the extent the Customer and Customer's Equipment installed at the applicable Location has not been continuously enrolled in the CEREC Service Club since the date Customer first purchased such Equipment, Customer may either enroll (if for the first time) or re-enroll (if Customer was previously enrolled in the CEREC Service Club) by providing Henry Schein with (a) an executed copy of this Agreement as written notice of Customer's desire to join/rejoin (as applicable) the CEREC Service Club AND (b) payment of any amount equal to the Monthly Payment Amount multiplied by the number of months that elapsed between the date of Customer's purchase (if enrolling for the first time) or cancellation (if rejoining) and the effective date of any enrollment/re-enrollment. Any products or services purchased by Customer during the period when Customer or their Location was not a member in good standing with the CEREC Service Club will NOT be refunded or credited back to Customer upon any subsequent enrollment or re-enrollment in the CEREC Service Club, including any products or services that would have otherwise been provided at no cost to Customer or at a reduced rate had they been in the CEREC Service Club. In the event of a legitimate dispute as determined and agreed to by Henry Schein and Dentsply Sirona (e.g., where the customer was not able to use the Equipment as expected due to legitimate product or service disputes related to the Equipment), in their sole discretion, Henry Schein and Dentsply Sirona have the right to adjust the pricing, including reducing or waiving, of payment of any amount equal to the Monthly Payment Amount multiplied by the number of months that elapsed between the date of Customer's purchase (if enrolling for the first time) or cancellation (if rejoining) and the effective date of any enrollment/re-enrollment in their sole discretion.
5. **Termination/Cancellation.** Customer may terminate and cancel this Agreement at any time by providing Henry Schein with written notice of Customer's desire to terminate and cancel. Such written notice shall be sent to Henry Schein at the following address:
Henry Schein Dental, Attention: Cerec Service Club, 135 Duryea Road, Melville, New York 11747
If Service Club was paid upfront, a Prorata refund to the Cancellation Date will be provided.
Upon termination and cancellation, Customer's membership in the CEREC Service Club will be terminated and Customer's Equipment at the Location will no longer be entitled to the maintenance, support and other services and benefits described herein.
6. **Limitations.** Any and all support and maintenance provided by Henry Schein on Customer's Equipment pursuant to the CEREC Service Club shall be limited to the Scheduled Maintenance. Such support and maintenance shall not include any repairs, including parts and labor, which may be covered by the Manufacturer's warranty, or which are necessitated by any accident or casualty to, or misuse of, the Equipment. Further, if additional computer hardware is required for any future Software Update or Software Upgrade, Customer is responsible for obtaining such computer hardware.
7. **Limitation of Warranty.** HENRY SCHEIN MAKES NO WARRANTIES, EXPRESS OR IMPLIED, OF ANY KIND, INCLUDING WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE EQUIPMENT, THE SERVICES PROVIDED OR ANY SOFTWARE UPDATE OR SOFTWARE UPGRADE. THE FOREGOING SHALL NOT BE CONSTRUED AS A WAIVER BY CUSTOMER OF ANY WARRANTY WHICH MAY BE PROVIDED BY THE MANUFACTURER OF THE EQUIPMENT, BUT CUSTOMER'S SOLE REMEDY FOR ALLEGED DEFECTS IN THE EQUIPMENT, SOFTWARE UPDATE OR SOFTWARE UPGRADE SHALL BE AGAINST THE MANUFACTURER.
8. **Henry Schein's Limitation of Liability.** HENRY SCHEIN SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF REVENUE OR LOSS OF PROFIT, WHETHER CAUSED BY OR ARISING FROM THE FAILURE TO PERFORM OF THE EQUIPMENT OR ANY SOFTWARE UPDATE OR SOFTWARE UPGRADE, AND WHETHER DUE TO ALLEGED DEFECTS IN THE DESIGN OR MANUFACTURE OF THE EQUIPMENT OR SOFTWARE, OR THE SERVICES PROVIDED BY HENRY SCHEIN UNDER THIS AGREEMENT.
9. **Discounts.** Customers enrolled in two or more service Club agreements may be eligible for a rebate on qualifying membership payments. Such rebates are discounts. By signing this Agreement, the Customer acknowledges its legal obligations to fully and accurately report the discounts, rebates and/or other price reductions received under such program ("Discounts") to Medicare, Medicaid, Tricare and any other federal or State program upon request by any such program. Customer must claim the benefit of these Discounts in the fiscal year in which the discounts are earned, or the following year. Accordingly, Customer should retain any documentation, including this Agreement, promotion, and any other documentation, of Discounts. It is your responsibility to review any agreements or other documents applicable to these prices to determine if they are subject to any Discounts.
10. **Taxes and Other Charges.** Customer shall pay when due, and defend and indemnify Henry Schein against liability for all fees, charges, assessments and taxes of any kind now or hereafter imposed by any governmental entity upon this Agreement or on the services or products provided under this Agreement.
11. **Prepayment.** Customer may prepay the Monthly Payment Amounts in full for the entire Term by paying to Henry Schein an amount equal to the Monthly Payment Amounts multiplied by the remaining unpaid months of the Term as stated in Section 3. Any partial prepayment shall be applied to the Monthly Payment Amount due in inverse order of maturity and shall not reduce the amount of the Monthly Payment Amounts otherwise due under this Agreement.
12. **Default.** Customer shall be in default of this Agreement upon (a) failure to make a payment within three (3) days after the due date; or (b) failure to perform or observe any other term or condition of this Agreement, which continues for ten (10) business days after notice thereof to Customer; or (c) any representation or warranty made by Customer under this Agreement or any other agreement between Customer or Henry Schein no longer being true and correct; or (d) any default by Customer under any other agreement it has with Henry Schein, including without limitation, any promissory note, security agreement, lease or installment sales agreement; or (e) Customer's failure generally to pay its debts when due; or (f) Customer's dissolution or insolvency; or (g) a proceeding in bankruptcy or insolvency that is commenced by or against Customer; or (h) Customer's experience of a "change of control" including without limitation, any merger or sale of substantially all of its assets.
13. **Remedies.** Upon default, Henry Schein may terminate immediately this Agreement and Henry Schein's obligations hereunder, and in the event Customer received any Software Update or Software Upgrade, Customer shall pay Henry Schein on demand the full retail price of such Software Update or Software Upgrade. Further, Customer agrees to pay all reasonable attorneys' fees, court costs and other expenses incurred by Henry Schein arising out of any default or the exercise of any remedies hereunder. To the extent permitted by law, Customer expressly waives notice of any of the foregoing remedies or events of default. Each remedy shall be cumulative and in addition to any other remedy referred to above or otherwise available to Henry Schein at law or in equity. No express or implied waiver of any default shall constitute a waiver of any of Henry Schein's other rights.
14. **General.**
 - 14.1 Henry Schein reserves the right to modify these terms and conditions from time to time, without notice.
 - 14.2 Customer acknowledges that no representative, employee or agent of Henry Schein has any authority to vary the terms of this Agreement.
 - 14.3 This Agreement shall constitute the entire Agreement between the parties with respect to the subject matter of this Agreement. Any prior understanding, agreements, negotiations, representations, advertisements of any kind preceding this Agreement and not contained herein are hereby discharged and shall not be binding upon either party.
 - 14.4 In the event a court of competent jurisdiction shall find any provision or section of this Agreement to be unenforceable, the remainder of the Agreement shall not be rendered either void or voidable, but shall continue in full force and effect and shall continue to be binding on the parties hereto.
 - 14.5 This Agreement shall be enforced in accordance with, governed by and construed under the laws of the State of New York without regard to or application of choice of law principles. Any notices required hereunder shall be in writing and sent by certified mail postage prepaid to the address of the party stated above or such other address as a party may designate by written notice, and shall be effective when mailed. This Agreement is assignable by Henry Schein without notice to Customer. **CUSTOMER MAY NOT TRANSFER OR ASSIGN THIS AGREEMENT OR ITS RIGHTS OR OBLIGATIONS HEREUNDER (WHETHER BY OPERATION OF LAW, SALE OF THE EQUIPMENT OR OTHERWISE).** If more than one individual signs this Agreement as Customer, their obligations shall be joint and several.

**CEREC SERVICE CLUB
LOANER EQUIPMENT TERMS AND CONDITIONS**

1. For so long as Customer's membership in the Cerec Service Club is in good standing, subject to availability, Henry Schein will endeavor to provide Customer with temporary loaner equipment (*i.e.*, CEREC MCXL and Primescan) ("Loaner Equipment"), when Warranty repairs being conducted on the Equipment by Henry Schein pursuant to the CEREC Service Club agreement ("Repaired Equipment") are anticipated to take greater than three weeks.
2. Customer may remain in possession of the Loaner Equipment until the earliest of (i) Henry Schein has returned the Repaired Equipment, (ii) forty-five (45) days after receipt of the Loaner Equipment and (iii) a date mutually agreed to by the parties ("Loaner Equipment Period").
3. Henry Schein will cover all costs associated with installing, uninstalling, and shipping the Loaner Equipment to and from the Customer Address, all of which shall be performed by Henry Schein or at Henry Schein's direction.
4. Henry Schein shall at all times retain title to the Loaner Equipment and Customer shall hold the Loaner Equipment at Customer's Address and shall not transfer possession, pledge or claim any right in or lien on the Loaner Equipment.
5. Customer shall exercise prudent care and maintenance of the Loaner Equipment while in Customer's possession and while located at Customer Address during the Loaner Equipment Period. The terms and conditions set forth in the Cerec Service Club Agreement apply to the Loaner Equipment while it is in Customer's possession.
6. Customer hereby assumes responsibility for loss, damage and theft of the Loaner Equipment while in Customer's possession.
7. Henry Schein shall be permitted to visit the Customer Address to inspect the Loaner Equipment on three (3) business days advanced notice to Customer.
8. Upon completion of the Loaner Equipment Period, Henry Schein shall, at its sole expense, remove the Loaner Equipment from Customer's Address and Customer shall provide full cooperation to Henry Schein in its de-installation and removal of such Loaner Equipment in a timely manner.
9. Customer hereby irrevocably authorizes Henry Schein, at any time and from time to time, to file in any filing office in any Uniform Commercial Code ("UCC") jurisdiction and filing any amendments thereto that indicates the Loaner Equipment is property of Henry Schein or words of similar effects, regardless of whether any particular asset comprised in the Loaner Equipment falls within the scope of Article 9 of the UCC of such jurisdiction.
10. The Loaner Equipment is subject to the manufacturer's standard warranty for such equipment. Customer agrees that neither Henry Schein nor any of its employees or agents shall have any liability arising out of or related to the Loaner Equipment or the use, handling or storage thereof by Customer, or its employees or agents, regardless of the form of action, whether in contract, tort, strict liability or otherwise, even if lender was advised of the possibility of such damages. In no event shall Henry Schein be liable to customer for any direct, indirect, special, incidental, or consequential damages, or for any damages resulting from loss of use or profits, anticipated or otherwise, arising out of or in connection with this Agreement or the use or performance of the Loaner Equipment, whether such claim is based on contract, tort (including negligence), any theory of strict liability or regulatory action.
11. Henry Schein reserves the right to modify these Loaner Equipment Terms and Conditions from time to time, without notice.