

## Term and Conditions

### **New Account**

You may obtain a New Account Form from any ATOP Representative or by contacting any of our offices. Subject to a satisfactory credit check, an account will be opened and an initial credit limit will be established. This limit may be adjusted periodically according to purchase history and promptness of payment.

### **Credit Application**

Customer is required to fill the credit application if payment term chosen as Net 30 days. The Accounting and Finance department of Atop Dental Canada Inc. is responsible to check the reference provided in the credit application and make the term/credit decision based on the credit check result. The entire process of credit check may take 5 - 7 business days to be completed.

As soon as the N30 term is granted, customer agrees that all invoices are to be paid within 30 days following the date of the invoice. Any claims arising from invoices must be made within 7 business days of receipt of invoice. An interest charge of 2.0% per month will be levied on past due invoices. A \$50.00 bank fee applies to all NSF cheques payment.

BY COMPLETING AND RETURNING THIS APPLICATION TO ATOP DENTAL CANADA INC., THE APPLICANT CERTIFY ALL OF THE INFORMATION CONTAINED IN THIS APPLICATION IS TRUE AND ACCURATE. THE APPLICANT ALSO AGREE TO NOTIFY ATOP DENTAL CANADA INC. FOR ANY CHANGE IN THE ABOVE INFORMATION.

By filling the form, the applicants hereby certify that the information contained herein is complete and accurate. This information has been furnished with the understanding that it is used to determine the amount and conditions of the credit to be extended. Furthermore, the applicants hereby authorize the financial institution listed in this credit application to release necessary information to the company for which credit is being applied for in order to verify the information contained herein.

### **Credit Card On File Authorization**

By filling the form, the applicants hereby authorize Atop Dental Canada Inc. to charge the credit card provided above for payment of charges to my account. This authorization will be kept on file and will remain in effect until the expiration of the credit card account. Applicants may also revoke this form by submitting a written request to Atop Dental Canada Inc. Customer info update request must be submitted if information such as the list of authorized users and the credit card account s expiration date is amended. The applicant must also submit a written notification to Atop Dental Canada Inc. if the credit card is canceled, lost, or stolen.

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### **Payment Terms**

Licensed practitioners may be billed on an open account. All accounts are due within 30 days from our invoice date. Equipment orders are due on delivery. Gift card qualified orders require payment prior delivery. An interest charge of 2.0% per month will be levied on past due accounts. Equipment and special order products require a non-refundable deposit. All equipment and special orders cannot be canceled and are non-returnable. Payment plans are available only if prior payment arrangements have been made. Ask about our convenient leasing plans that can be tailored specifically to your equipment purchases. A \$50.00 service charge applies to all non-negotiated (NSF) cheques.

### **Prices**

Prices are in Canadian dollars and do not include taxes or freight. All prices are subject to change at any time without notice and price increases may be passed on in the event of adverse currency exchange fluctuations, manufacturer price increases or extraordinary circumstances. We are not responsible for typographical errors.

### **Shipping**

Most orders are packed and shipped the day you order for next day delivery to your practice. Orders over \$299 for Ontario customers will be free of charge. Orders over \$599 for other provinces customers will be free of charge. Heavy or bulky items may incur a shipping charge at our discretion. We are not responsible for delays in delivery due, directly or indirectly, to causes beyond our reasonable control. Unless otherwise agreed, freight terms are FOB Shipper's Dock. Title passes at the time the shipment is loaded at the shipper's dock.

### **Dangerous Goods**

Some products are deemed to be dangerous by the Ministry of Transport. In some cases we can absorb the extra costs incurred to ship these goods but additional charges may apply on certain products, to certain areas.

### **Claims**

Please check your order immediately upon receipt. If there is any damage in transit or any shortage to the order, please advise us within three business days of receipt of the goods.

### **Returns**

Returns shipped collect will not be accepted. We will automatically refuse all unauthorized returns from the carriers. To arrange for a return, simply call our Customer Service department or The following conditions must be complied with:

- Returned products must have been purchased within the previous fourteen (14) days. Any returns past fourteen (14) days, are subject to a 15% restocking fee. We cannot accept any return after 90 days.
- All returns must be accompanied by a copy of your invoice and a reason for the return.
- Items must be in new re-saleable condition (i.e.: original package, unmarked, and unbroken seals).
- Shipping charges will apply on all returns.

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

- Opened handpieces, small equipment, and custom-ordered equipment
- Special order items (products that we do not ordinarily stock)
- Personalized and imprinted items
- Hazardous items
- Expired products
- Items that cannot be returned to the manufacturer

### **Warranty**

ATOP makes no representation, warranty or condition, express or implied, (including without limitation implied representations, warranties or conditions of or relating to accuracy, accessibility, fitness for a particular purpose, merchantability, performance or durability, all of which are disclaimed to the fullest extent permitted by law) concerning the products listed in this Web site.