

## Equipment Supplied for Trial and Evaluation - Terms & Conditions

This Trial Equipment Agreement, dated as of the date set forth below, between **M.I.Data Solutions Ltd.** and **Customer** sets forth the terms and conditions for the loan of **Trial Equipment (see Annex A)** by M.I.Data Solutions Ltd to **Customer** for the sole purpose of trial and evaluation of the said Equipment. **Customer** hereby agrees that such Equipment loan shall be subject to the following terms and conditions:

### **TERMS AND CONDITIONS**

1. M.I.Data Solutions Ltd supplies the equipment on a “sale or return” basis and will invoice **Customer** for the equipment at the price(s) in effect at the time of shipment. All prices are ex.works ACD, Achstetten and the **Customer** is responsible for all freight charges. The invoice will include a description of the equipment with a caption “TRIAL EQUIPMENT” noted on the invoice and will be dated as of the shipment date. **Customer** may use the Equipment for trial and evaluation for a period of 14 days from the delivery date.
2. Upon delivery **Customer** will carefully inspect the pallet and packaging for damage and has the right to refuse to accept delivery should any damage be found. **Customer** has 4 business days from receipt of the equipment to verify working condition. If the equipment is not in working condition, **customer** will notify M.I.Data Solutions Ltd and request/obtain a return authorization and return the equipment immediately for credit. If notice is not given within 4 business days, equipment shall be deemed to be in working condition.
3. **Customer** will advise M.I.Data Solutions Ltd before the end of the 14-day trial period of their intention to proceed with the purchase or intention to return of the equipment under trial. If no such notification is given it is assumed **customer** is satisfied and wishes to retain the trial equipment and payment of the invoice in full becomes due. If the equipment is returned to M.I.Data Solutions Ltd immediately after 14-day trial period, **Customer** will be credited for the invoiced amount of the equipment returned. If the equipment is not returned to M.I.Data Solutions Ltd within such time, **Customer** will incur a 10% per month charge based on the equipment invoice value until the equipment is returned.
4. For the duration of the trial period **Customer** will exercise due care and attention not to damage or mark the equipment. Should the equipment be returned and to avoid the return being rejected, the following conditions apply:
  - a) **Customer** is expected to use the original packaging, if provided, both inside and outside.
  - b) All returns must be complete with all manuals, cables, warranty cards, etc, as were originally supplied.
  - c) Product will be clean and without deep scratches or undue usage marks. Do not attach adhesive labels or write on the product (s).
  - d) If the equipment returned is in such condition **that is deemed to be beyond reasonable wear & tear**, in addition to any other amounts due to M.I.Data Solutions Ltd, **Customer** will be liable for the full restoration costs, or if not restorable, the value of the invoice amount, as determined by M.I.Data Solutions Ltd at its sole discretion. **Customer** may purchase the Equipment “AS IS” at the invoice amount in lieu of paying such repair cost and any late service charges, if applicable. The invoice amount will be paid to M.I.Data Solutions Ltd. within 30 days of **Customer’s** receipt of notification from M.I.Data Solutions Ltd. of such repair cost.
  - e) Should the **customer** decide not to retain the product, the **customer** agrees to pay return shipping costs in full.
5. All invoice amounts are subject to VAT at the prevailing rate.

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## **ANNEX A: List of Trial Equipment**

*List of trial equipment will be supplied on completion of trial agreement.*

**Supplied on Sale or Return basis.**

### **Important Note**

M.I.Data Solutions Ltd. is the UK reseller for ACD Group. Equipment ordered for 'Trial' is shipped directly from Achstetten, Germany.

In the event of trial equipment being returned, please ship to below address:

**/// ACD Elektronik GmbH**

**Engelberg 2**

**88480 Achstetten**

**Germany**

**Tel.: +49 7392 708-0**

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**UK Reseller for **

To be completed by **Customer**

Agreed to and accepted by:

Job Title:

Date:

Trial Start Date:

Trial End Date:

On behalf of **Customer**

Full postal address of equipment location:

Contact (for **Customer** support purposes):

Phone:

Billing address (if different to trial location):

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