

EUROAMERICA

TEST AND MEASUREMENT SOLUTIONS

Demo Unit Policy

EUROAMERICA LLC (hereinafter referred to as Distributor), as described in each specific Demo Unit Agreement, agrees to lend the equipment described in said Demo Unit Agreement for a maximum period of 30 days* from date of shipment, for demo/evaluation. Distributor will pay for shipping costs to Customer, while Customer will pay for return shipping costs to Distributor.

Distributor does not require a security deposit for demo units, however, by signing the Demo Unit Agreement and receiving demo units, Customer agrees to pay for any of the following fees, if applicable. If the demo unit is not returned in full working order, along with associated documentation, software, and other materials (i.e. accessories), Customer will be charged the list price of the unit, plus a 10% handling fee. Customer will be charged for any lost unit or any unit that is damaged during the evaluation or return shipment. Distributor will retain title to any products provided under this agreement during the evaluation period and/or until Customer purchase of the item is complete. Customer is not authorized to sell, lease, or otherwise distribute demo unit.

Customer shall indemnify Distributor and affiliates against all claims arising directly or indirectly from Customer's incorporation of the demo units in any application or system where failure of the demo unit could lead to death or personal injury. Distributor shall not have any liability in case of damages, losses, claims or actions anyhow caused from combination of the demo unit with another product, board, software, or device.

All warranties, conditions or other items implied by law are excluded to the fullest extent permitted by law. In no event shall Distributor or its affiliates be liable to Customer or any third party for any indirect, special, consequential, incidental, punitive damages, or other damages (including but not limited to, the cost of labor, re-qualification, delay, loss of profits, loss of revenues, loss of data, costs of procurement of substitute goods or services or the like) whether based on contract, tort, or any other legal theory, relating to or in connection with the demo unit, the documentation or this Agreement, even if Distributor has been advised of the possibility of such damages.

Distributor may terminate this Agreement at any time if Customer is in breach of any of its terms and conditions. Upon termination, Customer will immediately return all demo units and copies of demo software and documentation. Distributor reserves the right to refuse the lending of a demo unit, without cause, to any organization.

In case of dispute and in the absence of an amicable settlement, the only competent jurisdiction shall be the Courts of Logan County, Ohio, United States of America.

*Lending period can be extended upon request if approved, in writing, by Distributor.

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