



Return by fax to:

01782 450761

EVALUATION FORM – EQUIPMENT LOAN AGREEMENT

Company Name:

Contact Name:

Delivery Address:	Invoice Address (if different):
Post Code:	Post Code:

Telephone:	Fax:
------------	------

Email:

Product Details

Qty	Part Number	Description

Desired Outcome of Evaluation

The loan period is for 10 working days from date of delivery to your organisation. It is your responsibility to ship the goods back to our supplier at the end of the evaluation period; you will need to contact **Thinstore** for a **Returns Number** and **Return Address**.

You are required to pay shipping costs and will be charged if any damage occurs to the unit or packaging whilst it is in your possession.

Please note: No loan agreement can be entered into without an accompanying PO number.

I, the undersigned, confirm that I have read, understood and accept the Terms and Conditions of the loan, and I am authorised to commit the customer to the obligations stated hereon.

By signing this form you are accepting the Terms and Conditions of the loan. If the product is not returned, you will be invoiced for payment.

Customer Signature:	Title:
Print Name:	Date:
Purchase Order Number:	



EQUIPMENT LOAN AGREEMENT – TERMS AND CONDITIONS

This Agreement is made between Thinstore (UK) Ltd. (registered in England and Wales under number 06709387) whose registered office is at 283-285 Green Lanes, London N13 4XS, (“Thinstore”) and the Customer, as specified in the Evaluation Form.

Whereby Thinstore agree to provide computer equipment on loan for the purposes of evaluation and testing as specified under these Terms and Conditions.

- 1) The period of the loan shall be 10 working days unless otherwise agreed between the parties and confirmed on page 1 hereof, and commences on the date of delivery at the delivery address.
- 2) Goods must be returned in the original box with all the documentation, power supplies and peripherals issued with the unit included. The box must then be placed inside another box/bag with an RMA form and an address label on the exterior.
- 3) Thinstore and/or its suppliers retain ownership of and title to the products at all times. The customer shall keep the products free of all liens, attachments and other encumbrances. The customer agrees that Thinstore may attach ownership labels on the products at any time during the loan period. The customer shall not remove any such labels.
- 4) The customer shall not lease, sub-lease, assign or otherwise transfer or dispose of the products in any manner whatsoever.
- 5) Risk of loss of or damage to the products is born by the customer until returned to Thinstore.
- 6) Thinstore cannot guarantee the condition of any evaluation product. Evaluation units should be reset by the customer to manufacturers default configuration prior to return.
- 7) Thinstore will maintain the products in good working order during the loan period but excludes any warranties whether express, implied or otherwise with respect to the products.
- 8) Liability:
 - a. Thinstore excludes all liability to the customer for damages concerning performance or non-performance by Thinstore under this agreement or in any way related to the subject matter of this agreement, regardless of whether the claim for such damages is based in Contract or Tort.
 - b. The preceding sentence shall not limit claims for direct damage or injury to property or persons to the extent cause by the negligent acts or omission of Thinstore under this agreement, but not otherwise, by making good such damage to property or compensating personal injury, provided that Thinstore total liability in respect of such damage shall not exceed £1,000,000.
 - c. In no event shall Thinstore or its suppliers be liable for any other damages including, without limitation, re-procurement costs, loss of use, of data, of profits, or contracts, of damage or injury arising out of or in connection with this agreement.
 - d. Thinstore shall not be held responsible in respect to any claim or demand for loss, damage or injury to any person or property arising out of or in connection with the unauthorised or improper use, operation, alteration, or modification of the hardware or software products except and insofar as Thinstore is liable to the customer as aforesaid.
 - e. Where Thinstore is requested to deliver to, collect from or provide service at, other than the customer’s sites, the customer is authorising and designating third parties to receive the benefit of such activity shall hold Thinstore harmless and indemnify Thinstore from any claim or demand in connection with or consequential to any such request for the provision of such activity at such third party sites.
 - f. The customer accepts all insurance risks for loss or damage to the evaluation product whilst in the possession of the customer or at the customer premises.
- 9) **If the products are not returned to the supplier by the customer within five working days of the expiry of the period, the customer will be understood as requiring the purchase of the products and will be invoiced for payment thereof forthwith by Thinstore.**
- 10) When the products have been returned, the customer will be invoiced and will pay for all necessary refurbishment costs, fair wear and tear alone accepted.
- 11) THE CUSTOMER WILL BEAR ALL DELIVERY COSTS FOR RECEIVING AND RETURNING THE UNIT BACK TO THE VENDOR. PLEASE CONTACT THINSTORE FOR A RETURNS NUMBER AND RETURN ADDRESS.