

# WAV®, LLC. DEMONSTRATION EQUIPMENT AGREEMENT

This Demonstration Equipment Agreement (the "Agreement"), dated as of the date set forth below, between WAV®, LLC. ("Company") and Customer (identified below) sets forth the terms and conditions for the loan of the products or parts listed below (the "Equipment") by Company to Customer for the sole purpose of demonstration and evaluation of the Equipment. Customer hereby agrees that such Equipment loan shall be subject to the following terms and conditions:

## TERMS AND CONDITIONS

1. Company will invoice Customer for the Equipment at the prices in effect at the time of shipment. All prices are F.O.B. Company's warehouse. (The Customer is responsible for all freight charges). The invoice will include a description of the Equipment with a caption "DEMO EQUIPMENT" noted on the invoice and will be dated as of shipment date. Customer may use the Equipment for demonstration and evaluation for a period of 30 days from the invoice date. If the Equipment is returned to Company within such 30-day period, Customer will be credited for the invoiced amount of the Equipment returned. If the Equipment is not returned to Company within such 30-day period, Customer will incur a 10% service charge of the equipment invoice amount per month until the equipment is returned.
2. The customer has 4 business days from receipt of the equipment to verify working condition. If the equipment is not in working condition, the customer will notify Company and request/obtain a return authorization number 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. Equipment returned to Company must be in the same **working** and **physical** condition as it was at the time the Equipment was delivered by Company to the carrier. To avoid the return being rejected, the following criteria must be met:
  - a) You must use the original packaging, if provided, both inside and outside
  - b) All returns must be complete with all manuals, cables, warranty cards, static bags; etc., just as you received them
  - c) Product must be clean and without scratches or usage marks of any kind. **Please do not put labels on or write on the box!**

If the Equipment is not returned in such condition, in addition to any other amounts owing to the Company, the Customer will be liable to the Company for the amount necessary to restore the Equipment to such condition, or if not so restorable, the invoice amount, as determined by Company in 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 Customer pays such invoice amount to Company within 30 days of Customer's receipt of notification from the Company of such repair cost.

Agreed to and accepted by: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Customer Name \_\_\_\_\_ Equipment Location \_\_\_\_\_

Contact Name: \_\_\_\_\_ Phone # \_\_\_\_\_ Fax # \_\_\_\_\_

Bill to address: \_\_\_\_\_

### Equipment Requested:

Quantity	Model and Type	Equipment Description