

## EA ELEKTRO-AUTOMATIK TERMS AND CONDITIONS FOR LOANED EQUIPMENT

The EA Elektro-Automatik Terms and Conditions for Loaned Equipment ("Loan Terms") are inclusive of the EA Elektro-Automatik Worldwide Terms and Conditions of Sale or Service as applicable. The Loan Terms set forth the rights, duties and obligations of EA Elektro-Automatik and the Customer with respect to the Equipment loaned to Customer by Elektro-Automatik. If any Loan Terms are conflicting between the Loan Terms and the EA Elektro-Automatik Worldwide Terms and Conditions of Service, the Loan Terms will take precedence.

EA Elektro-Automatik Service Plan descriptions and datasheets are available on the EA Elektro-Automatik website [here](#).

### THIS IS NOT A CONTRACT OF INSURANCE

#### DEFINITIONS

"**Loaned Equipment**" means products loaned to Customer by EA Elektro-Automatik for use by the Customer for a specified period of time.

"**Loan Period**" means the period of time from the date the Customer receives the Loaned Equipment from EA Elektro-Automatik until Customer returns the Loaned Equipment to EA Elektro-Automatik as outlined in a Service Agreement.

#### 1. Customer Use and Return of Loaned Equipment.

- a. Customer may use Loaned Equipment only at the location(s) specified in the Service Agreement.
- b. Customer must return Loaned Equipment at the end of the Loan Period, or earlier upon request from EA Elektro-Automatik to the address specified by EA Elektro-Automatik.
- c. All Loaned Equipment must be returned in the same condition as received by Customer, less ordinary wear and tear.
- d. If Customer fails to return any Loaned Equipment within five (5) business days after the end of the Loan Period or when EA Elektro-Automatik requests an earlier return, EA Elektro-Automatik may charge Customer current market rental for each day the Loaned Equipment is late.
- e. If Customer fails to return the Loaned Equipment within twenty-one (21) calendar days after the end of the Loan Period or when EA Elektro-Automatik requests an earlier return, Customer will pay to EA Elektro-Automatik the full current manufacturer's suggested retail price for the applicable Loaned Equipment, or the comparable price for similar equipment if the Equipment is no longer on the market. EA Elektro-Automatik will invoice Customer for such amounts and Customer will pay the full balance to EA Elektro-Automatik within thirty (30) days after the invoice date.

2. **Availability.** Loaned Equipment is subject to availability. If Loaned Equipment is not available when requested, EA Elektro-Automatik will make reasonable efforts to obtain and provide Loaned Equipment to Customer. The Loaned Equipment may have a different model number and configuration as the covered Equipment.

3. **Software License.** All Loaned Equipment is subject to Tektronix EULA. The terms of which can be viewed [here](#).

4. **Title.** All right, title and interest in and to the Loaned Equipment will remain with EA Elektro-Automatik or third parties from whom EA Elektro-Automatik has obtained such rights. Customer will not cause or permit any lien or encumbrance to be placed on the Loaned Equipment, nor will Customer cause or permit any modifications to the Loaned Equipment.

5. **Warranty and Disclaimer.** THE LOANED PRODUCTS ARE PROVIDED "AS-IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. EA ELEKTRO-AUTOMATIK AND ITS VENDORS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDLESS OF WHETHER EA ELEKTRO-AUTOMATIK IS MADE AWARE OF THE INTENDED PURPOSE.

#### 6. ESD and EOS Damage Coverage.

- a. Loaned Equipment will not be provided for Customer's Equipment failures caused by Electrostatic Damage ("ESD") and Electrical Over Stress ("EOS") in excess of 3 events per year.
- b. Repairs for failures caused by ESD and EOS in excess of 3 events per year will be charged at the then-current standard repair price minus applicable discounts.

7. **Service Maintenance.** EA Elektro-Automatik will service and maintain Loaned Equipment at no cost to Customer except costs attributable to Customer's negligence or abuse. Customer will permit EA Elektro-Automatik reasonable access to the Loaned Equipment for the purpose of providing such service and maintenance and will notify the nearest EA Elektro-Automatik field office whenever such service or maintenance is necessary.

8. **Export Restrictions:** The Loaned Equipment may be subject to export licensing and other restrictions under U.S. law and regulations and may not be removed from the location(s) specified in the Service Agreement unless Customer first obtains the written consent of EA Elektro-Automatik and any necessary governmental export license, authorization or approval.

9. **Risk of Loss and Damage.** Customer will bear the risk of loss and damage to the Loaned Equipment during the Loan Period and through return shipment, until received by Elektro-Automatik.

10. **Termination.** Customer's obligations under any Service Plan with respect to Loaned Equipment will survive any termination of the Loan Period for any reason whatsoever.



Elektro-Automatik