

ATTACHMENT A TERMS & CONDITIONS OF LOAN

Title to Equipment and Use.

1. "Equipment" shall mean the equipment as set forth in the Order Form to which these Terms & Conditions are attached. The Equipment is the property of Company. Title to Equipment shall at all times remain with Company. Company is loaning this Equipment to Customer subject to the terms and conditions set forth herein. Company may retake possession of the Equipment at any time, with or without cause.
2. Customer shall not permit any attachment, encumbrance, lien or security interest to be filed against the Equipment. Customer shall promptly notify Company if any of the foregoing is filed or claimed and shall indemnify Company for any loss or damage resulting from any of the foregoing.
3. Customer shall use the Equipment only at the location set forth on the Order Form, and only for the purpose of [evaluating the Equipment for purchase or lease, as applicable. Customer shall not remove or transfer the Equipment from the location stated in the Order Form without prior written notice to and prior written consent of Company.
4. Customer shall not remove any guards or safety equipment from the Equipment nor shall it make any modification to the Equipment without prior written consent of Company.
5. Customer shall not remove any labels, signs, symbols or serial numbers affixed to the Equipment.

Care and Servicing of Equipment.

1. Upon receipt of the Equipment, Customer shall verify that the Equipment is in working order and shall immediately notify Company of any identified problems with the Equipment.
2. Unless prearranged between company and Customer. Customer shall be responsible for the purchase of disposables, if any, required in connection with use of the Equipment.
3. Customer shall use reasonable care in maintaining the Equipment and shall not abuse, misuse or make use of the Equipment for any purpose other than as detailed in the Equipment user manual. If the Equipment malfunctions in any way or is in disrepair, Customer shall immediately discontinue use and notify Company in writing.
4. Company or its designee shall be entitled to enter the Customer facility at which the Equipment is being utilized upon reasonable notice to Customer for the purpose of inspecting the Equipment if and when needed.

Return of Equipment.

1. Customer shall retain all original shipping/packing materials for use in returning the Equipment to Company. All returns must be complete with manuals, cables, and any accessories received with original shipment (e.g., battery charger, aspirating heads), as applicable. Any Customer property (such as media plates) should be removed before Equipment return. Unless other arrangements are approved in writing by Company, Customer shall return the Equipment to Company by the date indicated on the Order Form, using the shipping label provided by Company. If no shipping label has been provided, Customer shall contact the Company Representative listed on the Order Form for shipping instructions.

2. Equipment is intended for a 14 day demonstration period, unless there is a prior written agreement between Hardy Diagnostics and the customer that the demonstration period will extend beyond 14 days. The Equipment shipment will include a return shipping label for Customer convenience. Equipment will need to be dropped off with the affixed return shipping label to a Fedex location by the designated return date. If the Equipment is not returned by the designated return date, this will result in a flat late return charge billed to the Customer, and for every week thereafter the designated return date. After a 30-day period of non-return, the customer will be charged for the equipment, at the catalog list price payable within 30 days of receipt of an invoice from the Company.

Risk of Loss/Injury.

1. Customer shall pay the cost of any damage to the Equipment caused by Customer's carelessness, abuse, neglect, alteration or improper use of the Equipment, or by any service or maintenance performed by unauthorized persons. If Company, in its discretion, decides that the damaged Equipment is repairable, Customer shall pay the costs of repair. If Company determines that such item is unrepairable, or such item is lost or stolen, then Customer shall pay Company the catalog price of the Equipment.
2. In no event shall Company be liable for any damages related to the use of the Equipment, including any tests results generated by operation of the Equipment, by Customer employees, agents or other persons to whom Customer permits access to the Equipment. Customer will defend, indemnify and hold Company, its officers, directors, employees and agents harmless from any loss, claim, damage or liability of any kind which may arise from or be connected with any use or handling of the Equipment.

Warranty. CUSTOMER ACKNOWLEDGES AND AGREES THAT THE EQUIPMENT IS PROVIDED "AS IS". HARDY DIAGNOSTICS SPECIFICALLY DISCLAIMS ALL WARRANTIES RELATING TO THE EQUIPMENT, INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.