



## General terms and conditions for evaluation products

### 1 Loan

Photonfocus provides cameras for test and evaluation purposes to selected customers as loans. All loans are offered to the customer as «buy or return» (Sale on Approval). Customers do not have a right to get a camera as a loan. Photonfocus decides on a case-by-case-basis, whether a customer can get a camera as a loan. The number of cameras per customer and year is limited. Photonfocus reserves the right to restrict the option to get cameras on a loan-basis for some or all customers and/or products at any time or to terminate this option completely.

The customer orders the loan with an official written order, indicating the order-quantity, the product and the price and mentioning its intent to get the product as a loan. All products of the loan will be shipped with an invoice payable within 30 days of the invoice date. The customer can return the loaned product before the payment period ends.

The customer informs Photonfocus at least 5 days prior to the expiration of the payment period whether the loaned products will be returned or bought by the customer. Ideally this information is provided by email using [sales@photonfocus.com](mailto:sales@photonfocus.com).

If needed the loan period can be extended up to a maximum loan period of 6 months. The customer informs Photonfocus at least 5 days prior to the expiration of the payment period about the intended extension of the loan period. Ideally this information is provided by email using [sales@photonfocus.com](mailto:sales@photonfocus.com).

The loan is automatically transformed into a “buy” if the maximum loan period of 6 months expires or if the customer does not send back the products in time. The invoice accompanying the loan will be due for payment latest at this point.

### 2 Scope

All products of the loan provided to the customer are new. The loan includes a power supply (including a plug) but normally **without** cable, frame grabber or other accessories. The scope of the accessories is defined on a case by case basis by the quote of the loan.

The SDK and the user manual are available on the homepage of Photonfocus at [www.photonfocus.com](http://www.photonfocus.com). Detailed information about the usage and integration of the camera can be found there.

A list of compatible frame grabbers, a calculator for transfer data volume, some information on how to choose the right optics, as well as other helpful tools are also available on the homepage of Photonfocus at [www.photonfocus.com](http://www.photonfocus.com).

### 3 Usage

The customer is authorized to do tests at his own company. The utilization of the components must be within the defined performance boundaries of each component and within the normal purpose of the components.

The customer may not forward the components to a third party. He is not allowed to sell, pawn, comp, rent or loan the components to other parties. He may not use the components as security deposits for other debt holders.

Exception: These restrictions do not apply if the orderer of the loan is an official dealer of Photonfocus AG. However, these restrictions apply for the customer of the official dealer receiving

the loan. The official dealer has to inform its customers hereof. In case of insufficient information by the official dealer, the official dealer assumes full liability.

## 4 Obligations

The customer will ensure at delivery the proper condition of the loaned products. He will notify Photonfocus about any defects of the components. Otherwise the customer accepts the loaned components as flawless and ok independently of the actual state of the delivered products.

The customer will handle the loaned components with care to prevent damages and overly wear and tear. In case of damage caused by negligence or intent or in case of overly wear and tear, the customer assumes full liability.

The customer will inform Photonfocus immediately if the loaned components are stolen, damaged or got lost otherwise. Photonfocus can demand from the customer to file charges to initiate criminal investigations. The customer must prove whether the charges have been filed if demanded by Photonfocus.

## 5 Return

The customer can return the loaned products to Photonfocus within the agreed loan period / payment period. Photonfocus will issue a credit note when the products are returned. Any costs for eventual repairs and other maintenance efforts to restore the pristine condition of the products will be deducted in the credit note from the original value declared by the invoice.

The loaned products must arrive in their original packaging at Photonfocus at the latest on the last day of the loan period. If the arrival of the products will be delayed the customer must inform Photonfocus immediately. If the return of the loaned products is delayed Photonfocus is entitled to demand payment instead.

Photonfocus will issue a cost estimation and a quote if the returned components are incomplete or damaged. The customer can decide whether he wants to pay for the necessary repairs of the components to return them to their pristine condition or whether he wants to buy the components instead.

## 6 Expenses, Fees and Compensation

Transportation costs, customs fees, VAT or other costs and fees shall be incurred by the customer. This also applies if the customer decides to buy the loaned components. If the loaned components are returned, Photonfocus charges a fee of 50 CHF or 50 EUR or 50 USD.

Other than these costs Photonfocus provides loans free of charge to her customers. However, the following product series are excluded thereof:

- SWIR cameras
- HSI cameras

For products of these product series Photonfocus will charge a loan fee of 250 CHF or 250 EUR or 250 USD per week per camera. The customer acknowledges these fees with his order of the loan. If the customer decides to buy the products, these costs will not be due for the bought cameras. However, the loan fee will be due for any returned cameras.

It is recommended that the customer provide the name of their preferred carrier and account number on the PO (e.g. DHL, FedEx, UPS).

As a return service, Photonfocus is expecting the customer to provide a report about the tests and the results gained therewith. As a general rule, such report shall be sent in within 30 days after finishing the tests.

## **7 Conditions for Loans of Drone Systems**

The Drone System of Photonfocus will be provided against a loan fee of 1'000 CHF or 1'000 EUR or 1'000 USD per week for the first (1.) and second (2.) loan week. In the third (3.) and fourth (4.) loan week, 2'000 CHF or 2'000 EUR or 2'000 USD per week will be invoiced. The maximum loan period is four (4) weeks. In case of exceedance of the loan period, the borrower (customer) commits to buying the Drone System. The borrower shall be liable for possible damage on the Drone System and is responsible for the conclusion of an appropriate insurance, which must be produced on request of Photonfocus. Photonfocus AG shall have the right to reject a loan inquiry at any time.

## **8 Common Provision**

All applicable liabilities and warranties valid at the date of delivery apply according to our "General Terms and Conditions Photonfocus AG", Chapter 4.

Photonfocus AG

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