

DEVICE LOAN TERMS



One of the benefits of working with Raptor is that we work all the way through your project. In order to do this effectively we require some further terms and conditions to the way we work with clients.

Hardware products and pre-sale services and consultancy are provided to the customer subject to the following conditions:

1. All rights, title and interest in and to the hardware/software products remain with Rugged and Mobile Ltd. The hardware/software products are to be used for evaluation (and/or demonstration) purposes only and may not be transferred or sub-licensed in any form to any third party not put into commercial production.

With regard to the software, the evaluating company shall not:

a) Disclose, copy, rent, lease, disseminate or otherwise distribute the software, by any means or in any form, without the prior written consent of Rugged and Mobile Ltd or

b) Modify, enhance, supplement, create derivative work from, adapt, translate, reverse engineer, decompile, disassemble or otherwise reduce the software to human readable form.

2. The customer shall return all the hardware/software products including any related documentation and boxes.

2.1. If not returned within the agreed evaluation period, Rugged and Mobile Ltd reserves the right to invoice the customer for the full amount of the hardware/software products at RRP, subject to Rugged and Mobile Ltd's standard Terms and Conditions.

2.2. Whilst loan kit is designed to be used, if any products are returned in a condition that is deemed to have suffered any damage above and beyond what would be deemed as normal wear and tear (abusive usage), compared to that which they were sent in, including damage or loss of product, including any accessories also provided, the customer will be invoiced for the full amount.

2.3. Rugged and Mobile Ltd. reserves the right to deem if returned goods meet the standards set by Rugged and Mobile Ltd.

2.4. It is the responsibility of the customer to return any loaned hardware in its original condition and packaging to Rugged and Mobile Ltd and to be responsible for the cost and liability of the delivery method and return of said equipment.

3. If any hardware/software has not returned to Raptor's offices within the agreed period, i.e. if the hardware/software is returned late, Rugged and Mobile Ltd's reserves the right to charge the customer rental for each day or part day the equipment is deemed late. Any date of return, as long as communicated in writing to the customer, can be used as the valid return date.

4. Unless otherwise agreed in writing, deliveries may take place at the evaluating company's premises up until 6.00 p.m. on the date of delivery.

4.1. In the event of the buyer not accepting delivery on the delivery date, the first attempt at delivery is to be considered as the delivery date for the purpose of the first day of the evaluation.

4.2. Rugged and Mobile Ltd. shall make delivery of the goods to the evaluating company's address and the evaluating company's shall make arrangements to take delivery of the goods at that address upon the same being tendered for delivery. The method of despatch of all goods shall be at Rugged and Mobile Ltd's absolute discretion.

5. Raptor does not accept responsibility for the loss or damage of the goods whilst in transit unless written notice is given by the evaluating company of a claim to the company and to the carrier.

5.1. Notice shall be received, in case of damage, by the company within three days of goods received by the evaluating company.

5.2. Notice shall be received where goods are lost or shortaged within three days of the date of delivery. The evaluating company is required to sign a copy of the seller's carrier's manifest as an acknowledgement of receipt of goods delivered.

5.3. The evaluating company should inspect goods before signing seller's carrier's manifest, otherwise signature shall be deemed as acceptance by the buyer of goods received in good condition.

6. The customer agrees that Rugged and Mobile Ltd. reserves the sole, full and complete right to any and all project registration and price exception rights for all products available from any manufacturer loaned to the customer.

7. The hardware/software products are being provided "as is" and Rugged and Mobile Ltd. makes no representations or warranties express or implied, with respect to the hardware/software products or any other matter related to this agreement, and expressly disclaims any implied warranties or non-infringement, merchantability or fitness for a particular use.

8. The customer expressly agrees that, because the hardware/software products are being provided as an accommodation, Rugged and Mobile Ltd. shall not be subject to any liability, in contract, tort (including negligence) or otherwise, arising out of or in any way related to this agreement. In particular, but without any limitation of the foregoing, Rugged and Mobile Ltd. shall not in any event be liable for any indirect, special, incidental, punitive, exemplary or consequential damages, even if Rugged and Mobile Ltd. has been advised of the potential for such damages.

We take our terms and conditions very seriously so that we can continue to provide the best service possible to our customers and want you to have confidence when using any of our services or products. If you have any questions or concerns then please email us at info@raptorhub.com.