

### 1. ACCEPTANCE

By accepting receipt of the Loan/Demonstration equipment ("the Equipment"), the organisation ("the Customer") agrees to the terms and conditions contained herein.

### 2. LOAN/DEMONSTRATION PERIOD

The Loan/Demonstration Period shall be mutually agreed and documented between the Customer and Olympus KeyMed in advance of the Equipment being provided.

### 3. DELIVERY

Delivery dates are quoted by Olympus KeyMed without commitment thereto. It is expressly agreed that Olympus KeyMed shall not be under any liability to the Customer arising as a result of late delivery or of the condition of the Equipment or otherwise.

### 4. TITLE

Title to the Equipment remains with Olympus KeyMed. The Customer shall give Olympus KeyMed immediate notice in the event any Equipment is stolen, claimed or for any reason is threatened with seizure.

### 5. MAINTENANCE & CLEANING

The Customer shall maintain and clean the Equipment in accordance with the instructions for use. If the prescribed maintenance is not performed and the Equipment becomes disabled, Olympus KeyMed will not be responsible for furnishing substitute Equipment, and will in no circumstances be held liable for special or consequential damages or economic loss resulting from such disablement. The Customer further agrees to assume full responsibility for loss or destruction of, or damage to the Equipment whilst in the Customer's possession.

### 6. OBLIGATIONS OF THE CUSTOMER

The Customer agrees with Olympus KeyMed as follows:

- a) The Customer shall use all Equipment in a careful, prudent manner, and comply with all laws, regulations, rules or ordinances of lawfully constituted authorities relating to the possession, use, storage and transport thereof;
- b) The Customer shall maintain effective control of the equipment and keep the equipment in a secure location when not in use;
- c) The Customer shall ensure that the Equipment is operated only by suitably competent persons, duly instructed with its safe operation in accordance with manufacturer's operating manuals, instructions and safety warnings;
- d) The Customer shall not remove, alter, disfigure or cover up any numbering, lettering or insignia displayed upon the Equipment or any warnings or instructions thereon.
- e) The Customer shall not copy or reproduce in any way or manner the Equipment or any part or component thereof;
- f) The Customer shall not perform, or allow any person to perform, any work in or upon or make modifications, changes, alterations, repairs to or perform other than routine daily maintenance on the Equipment unless such person is approved by Olympus KeyMed in writing;
- g) The Customer shall allow Olympus KeyMed at all reasonable times to inspect the Equipment;
- h) The Customer shall not assign this Agreement or any part thereof and shall not loan, lease, sublease, license or grant any right to any other organisation to use the Equipment, and shall not part with possession thereof during the Loan/Demonstration period;
- i) The Customer shall keep the Equipment free from any liens, claims, charges and encumbrances during the Loan/Demonstration period.

### 7. CHARGES

Olympus KeyMed reserves the right to charge for equipment supplied on loan. Where charges apply, you will be notified at the point your loan equipment request is received.

### 8. THE CUSTOMER AGREES TO INDEMNIFY AND HOLD OLYMPUS KEYMED HARMLESS FROM AND AGAINST ALL LIABILITY AND EXPENSES (INCLUDING LEGAL COSTS ON A FULL INDEMNITY BASIS) HOWSOEVER ARISING OR INCURRED, BASED UPON DAMAGE TO PROPERTY OR INJURY TO, OR DEATH OF ANY PERSON OR ECONOMIC LOSSES OR CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF, OR ATTRIBUTABLE TO THE CUSTOMER'S POSSESSION OR USE OF THE EQUIPMENT OR ANY BREACH BY THE CUSTOMER OF THE TERMS OF THIS AGREEMENT.

The Customer agrees to reimburse Olympus KeyMed the full value of the Equipment in the event the Equipment is lost or destroyed, or the full cost of repairs if damaged. Cost of repairs is to be determined by Olympus KeyMed, and if any are undertaken, they are to be done by Olympus KeyMed and/or others designated by Olympus KeyMed. Olympus KeyMed will not be liable for or reimburse the Customer for any charges not expressly authorized by Olympus KeyMed. "Full value" at the time of any loss or destruction shall mean manufacturer's list price. "Lost" shall mean lost and unrecovered for whatever number of days the Customer's insurance carrier deems sufficient time to await a possible recovery before settling a claim, but in no event more than thirty (30) days. "Destroyed" shall mean damaged to the extent that the cost of repairs, determined by Olympus KeyMed, exceeds the manufacturer's list price. At all times that the Customer has physical possession of the equipment and during transit, the Customer is responsible for, and bears all risk of loss, or damage to the equipment.

**9. RETURN OF EQUIPMENT**

The Customer shall return the Equipment to Olympus KeyMed at the end of the Loan/Demonstration Period or on request by Olympus KeyMed in the same condition in which it was received, less normal wear and tear. The Customer shall be responsible for the costs of repairing any damage caused to the equipment or, where the equipment cannot be repaired, the Customer shall be responsible for the full value.

**10. INSURANCE**

The Customer shall, at its own expense, provide and maintain insurance against loss by all risks of physical loss or damage, in an amount equal to the manufacturer's list price. The Customer shall, upon request of Olympus KeyMed, provide Olympus KeyMed with certificates of insurance evidencing the coverage required above. If the Customer fails to place or maintain insurance or provide satisfactory evidence thereof to Olympus KeyMed, Olympus KeyMed may refuse the loan. If the Customer is self insured, it shall furnish written evidence of such fact to the satisfaction of Olympus KeyMed. **THE PROVIDING OF ANY INSURANCE REQUIRED HEREIN DOES NOT RELIEVE THE CUSTOMER OF ANY OF THE RESPONSIBILITIES OR OBLIGATIONS OUTLINED IN THIS AGREEMENT, OR FOR WHICH THE CUSTOMER MAY BE LIABLE BY LAW OR OTHERWISE.**

**11. LIMITATION OF LIABILITY**

The liability of Olympus KeyMed with respect to these Terms & Conditions and the Equipment shall not exceed the total Loan/Demonstration charges paid by the Customer.

The Equipment is subject to export control laws and regulations. The Customer is responsible for obtaining any required licenses or other authorizations necessary for export, re-export and the return of the Equipment. The Customer is responsible for ensuring that no unauthorized transfers or diversions of the equipment occur.