

OYEN DIGITAL – EQUIPMENT EVALUATION AGREEMENT

Company Name

Address

City

State

Zip

Phone number

Email Address

URL Address

Contact Person

Product(s)	Qty	Part Number	Description	Selling Price	Total Price

1. This agreement contains all the terms and conditions governing Customer's Evaluation of product(s) listed above.
2. The intended purpose of the Test Evaluation are set forth in Attachment A.
3. Customer may evaluate the above products for 30 days, extendible upon concurrence of both OYEN DIGITAL and the Customer named above, beginning at the date of this agreement. Prior to the end of the 30-day evaluation period, customer may return or choose to keep the product(s) and pay for them as provided herein. Products not returned within the 30-day evaluation period shall be deemed to have been purchased by the customer.
4. OYEN DIGITAL will pay standard freight charges for Products shipped to the Customer destination. If the Customer requests expedited shipping method or shipping outside of the continental USA, the Customer will pay any additional charges as requested.
5. During the Evaluation period, there are no product warranties, expressed or implied, including, but not limited to, merchantability or fitness for a particular purpose. Upon OYEN DIGITAL's receipt of payment for the Product, OYEN DIGITAL's standard warranty shall become effective retroactively to the last day of the Evaluation period.
6. Title to all Products shall remain the property of OYEN DIGITAL at all times, and Customer shall do nothing inconsistent with such title, except that upon receipt of full payment by OYEN DIGITAL for such product(s), title to such product will pass to the Customer.
7. In no event shall OYEN DIGITAL be liable for special, consequential or indirect damages arising from the sale, licensing or use of the Products, and in no event shall Oyen Digital's Liability exceed the value of the products sold hereunder.

8. Customer may not transfer or assign this agreement or any interests granted pursuant to this agreement.
9. This agreement shall be governed by and construed in accordance with the Laws of the State of Minnesota.
10. Return Products shall be returned Standard UPS Ground shipping to:

OYEN DIGITAL
4668 Bald Eagle Ave
Saint Paul MN 55110

Agreed to and Accepted _____, 2011

By:

OYEN DIGITAL:

CUSTOMER:

Signature

Signature

Attachment "A"

1. The Customer will provide reasonable protection and security provided for testing property. During the loan period, risk of loss of the loaned equipment shall be borne by Customer.
2. OYEN DIGITAL will absorb all shipping costs to and from the test sites for OYEN DIGITAL products, excluding special ship methods or expedite fees.
3. OYEN DIGITAL retains publishing rights to all information and results, stemming from the test.
4. Customer agrees to treat all results of testing as confidential and agrees not to disclose any testing activity to other parties without prior written consent from OYEN DIGITAL.
5. Customer has no obligation to purchase, rent or lease any of the test products or like production equipment from OYEN DIGITAL.
6. Customer shall not remove or permit to be removed from any equipment, any serial numbers, markings, plates, or other indication of ownership of the equipment.
7. Oyen Digital's responsibility and liability is limited to furnishing the above equipment and services for conducting this test.
8. Customer shall return the equipment in good working condition, normal wear and tear accepted.