

Evaluation Agreements

Upon approval of your application for the provision of evaluation equipment (hereinafter referred to as the "Evaluation Agreement"), Exclusive Networks Deutschland GmbH agrees to enter into a loan agreement with you pursuant to Sections 598 et seq. of the German Civil Code (BGB). This agreement gives rise to contractual rights and obligations for both parties.

1. Evaluation Agreements are entered into exclusively with resellers, subject to the identification of the end user. The reseller is not authorized to provide the evaluation equipment to any other user without our prior consent in writing by email. If you are not a reseller, please contact us so that we can provide you with the contact details of a suitable reseller.
2. Evaluation equipment is provided free of charge as a defined, time-limited loan, generally as new or used equipment, in an additional outer shipping carton together with all accessories and complete documentation. As our contractual partner, you are obliged to inspect the goods immediately upon receipt for any defects or missing items and to notify us without delay. If a defect is not reported immediately, the goods shall be deemed to be free of defects.
3. Upon expiry of the evaluation period, the equipment must be returned to Exclusive Networks Deutschland GmbH, with sufficient postage and insurance coverage. Please return the hardware provided by us within 3 business days after the end of the agreed evaluation period. Please ensure that the original packaging is neither labeled nor damaged and/or use an additional outer shipping carton. When returning the equipment, please indicate the evaluation number provided to you on the outer shipping carton so that the equipment can be properly identified and allocated.
4. Upon return to Exclusive Networks, the products must:
 - be placed in the additional outer shipping carton;
 - be in externally flawless and resalable condition;
 - be in their original packaging, which must not be covered with stickers, labeled, or damaged;
 - be in technically flawless condition. In particular, the product must not be password-protected and must not contain any software or configuration other than that which was present at the time of delivery.
 - All accessories and the complete documentation must be included.
5. If the evaluation equipment is not returned in full and in proper condition, Exclusive Networks Deutschland GmbH shall be entitled to charge you the current dealer purchase price and transfer ownership of the equipment to you. In such a case, you hereby irrevocably undertake to accept and purchase the equipment originally provided for evaluation at the aforementioned price.
In addition, in the event of delays caused by you that were not notified to us in advance, Exclusive Networks Deutschland GmbH shall be entitled to charge a contractual penalty for the additional administrative effort incurred. This penalty shall amount to a one-time

fee of 2% of the manufacturer's recommended retail price (MSRP), plus an additional late-return fee of 15% of the MSRP for each commenced week of delay.

6. Under no circumstances may the loaned equipment be opened.
7. Following your return of the equipment, any data and configurations that may still be stored on the evaluation devices will not be disclosed, analyzed, or otherwise used. Our technicians will restore the devices to their original factory condition and permanently delete any existing data. You shall have no right to the retention or recovery of your data or to the provision of a backup. If passwords required to restore the factory settings have not been provided and this makes it more difficult for us to restore the devices to their factory settings, we shall be entitled to charge a flat fee of EUR 140.00 plus applicable VAT.

8. **Please send all returns of evaluation equipment to our logistics address:**

**Exclusive Networks Deutschland GmbH
Königsberger Straße 260
48157 Münster
Germany**