



Evaluation System Agreement

This Agreement, dated as of the date set forth below, between Thinlabs, Inc. (“Company”) and Customer (identified below) sets forth the terms and conditions for the loan of products or parts listed below (the “Equipment”) by Company to Customer for the sole purpose of demonstration and evaluation of the Equipment. Customer hereby agrees that such Equipment loan shall be subject to the following terms and conditions:

TERMS AND CONDITIONS:

1. Company will provide Customer the Equipment listed below. The shipping document will include a description of Equipment with “Evaluation System” noted and will be dated as of shipment date. THE EVALUTION SYSTEM MUST BE SECURED WITH A CREDIT CARD.

Customer may use Equipment for evaluation purposes for a grace period of 30 days from the date of shipment. If Equipment is returned to Company in original working condition with all accessories within such grace period, Customer will not be charged for Equipment.

If the Equipment is not returned to Company within such grace period, Customer will be charged for the full list price of Equipment. The grace period may be extended at Thinlabs' discretion with written permission from a Thinlabs sales representative.

2. Customer will notify Company within 3 business days from receipt of Equipment to verify working condition. If Equipment is not in working condition, Customer will notify Company, request/obtain a return authorization number, and return Equipment immediately.

If notice is not given within 3 business days, Equipment shall be deemed to be in working condition.

3. Equipment returned to Company must be in resalable condition without visible wear and tear:
 - a) All returns must be complete with all materials in the same condition as received.
 - b) Original packaging must be used.
 - c) System box must be clean, without additional labels or writing.
 - d) Product must be clean and without scratches or usage marks.

If Equipment is not returned in such condition, Company reserves the right to bill Customer for the amount necessary to restore Equipment to resalable condition, or the full list price, as determined by Company at its discretion. Customer may purchase Equipment “AS IS” at the full list price in lieu of paying repair costs if purchased within 30 days of Customer’s receipt of notification from the Company of such repair costs.

AGREED TO and ACCEPTED: _____ TITLE: _____ DATE: _____

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|----------------|--|---------------------|--|
| Customer Name: | | Equipment Location: | |
| Contact: | | Phone: | |
| Address: | | Fax: | |
| | | Email: | |
| Credit Card #: | | Exp. Date: | |

| Part # | Qty | SN: | Description | Price |
|--------|-----|-----|-------------|-------|
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