



# EQUIPMENT EVALUATION AGREEMENT

Company Name

Address City State Zip

Telephone number Fax Number

Email Address URL Address

Customer Purchase Order Contact Person

- 1. This agreement contains all the terms and conditions governing Customer's Evaluation and purchase of product(s) listed below:

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

- 2. 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 ROCSTOR and the Testing Party named above, beginning the date of this agreement. Payment for the product(s) is due and payable 30 days from the date of the invoice. Prior to the end of the 30-day evaluation period, customer may return ship or choose to keep the product(s) and pay for them as provide herein. Products not return shipped with the 30-day evaluation period shall conclusively be deem to have been purchased by the customer.
- 4. ROCSTOR will pay standard freight charges for Products shipped to the Customer destination. If the Customer requests special or expedited shipping method, 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 Rocstor's receipt of full payment for the Product, Rocstor'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 ROCSTOR at all times, and Customer shall do nothing inconsistent with such title, except that upon receipt of full payment by ROCSTOR for such product(s), title to such product will pass to the Customer.



7. In no event shall ROCSTOR be liable for special, consequential or indirect damages arising from the sale, licensing or use of the Products, and in no event shall Rocstor's Liability exceed the value of the products sold hereunder or \$\_\_\_\_\_whichever is greater.
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 California.
10. Return Products must display the assigned RMA number above on the return carton and shall be returned Standard UPS Ground shipping to:

ROCSTOR  
16133 Ventura Blvd. 7Th Floor,  
Encino, CA 91436

In witness whereof, the parties have caused this agreement to be executed in their names by there duly authorized representatives.

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Signed by: \_\_\_\_\_ Name/ Officer/Owner  
(printed)

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Title \_\_\_\_\_ City, State \_\_\_\_\_ Date \_\_\_\_\_

## EQUIPMENT EVALUATION AGREEMENT

### Attachment "A"

#### Purpose of Customer Evaluation Testing

The purpose of the parties intend to accomplish by conducting the test are as follows:

- Meets performance standards.
- Meets reliability standards
- Meets acceptable appearance standards
- Determined feasibility of performing in the customers application
- Meets maintainability standards.

The Testing party will provide:

1. A dedicated, responsible person to coordinate the test
2. An operator person for the duration of the test, as required
3. Reasonable protection and security provided for testing property
4. During the loan period, risk of loss of the loaned equipment shall be borne by Testing Party
5. ROCSTOR will absorb all shipping costs to and from the test sites for ROCSTOR products, excluding special ship methods or expedite fees
6. ROCSTOR retains exclusive right to all techniques used in or born out of the test, and the publishing rights to all date, information, and results, stemming from the test
7. Testing party 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 ROCSTOR
8. Testing Party agrees to make available the knowledge and details of its operation and business data essential to the successful implementation of conducting of the test. All such information is understood to be proprietary to the Testing party and will not be used by ROCSTOR outside the subject test situation unless authorized by the Testing Party
9. Testing Party has no obligation to purchase, rent or lease any of the test products or like production equipment from ROCSTOR
10. Testing Party shall not remove or permit to be removed from any equipment, any serial numbers, markings, plates, or other indicia of ownership of the equipment
11. Testing party agrees to keep ROCSTOR informed at all times of the whereabouts of the equipment, and give written notice of any change in geographical location of the equipment before such change is made
12. Rocstor's responsibility and liability is limited to furnishing the above equipment and services for conducting this test
13. Customer shall return the equipment in good working condition, normal wear and tear accepted
14. Either party may stop this test at any time for good cause
15. Testing party agrees to complete the Evaluation Test questionnaire provided by ROCSTOR as part of the test procedures.