



2CL Communications Ltd, Unit C Woodside Trade Centre, Parham Drive, Eastleigh, Hampshire, SO50 4NU  
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## Loan Equipment Terms and Conditions

### 1. Purpose of Loan

The equipment is provided to the borrower for the sole purpose of evaluation, demonstration, or testing. It must not be used for any commercial purposes or sublet to third parties. 2CL Communications Limited reserve the right to terminate this agreement with immediate effect and request the equipment is returned (in accordance with clause 8) to us should we suspect or have evidence to suggest that equipment has been subject to commercial, sub-let or other form of unauthorised transfer to another person, agent or company.

### 2. Ownership

The equipment remains the property of 2CL Communications Ltd at all times. The borrower has no ownership rights and must not make any modifications to the equipment without 2CL Communications Ltd's prior written consent.

### 3. Loan Period

The loan period is agreed between 2CL Communications Ltd and an authorised representative of the borrower. Any extension of the loan period must be agreed upon by both parties.

### 4. Condition of Equipment

The equipment is provided in good working condition, and it is the borrower's responsibility to inspect it upon receipt. The borrower must report any defects or issues immediately.

### 5. Maintenance and Care

The borrower is responsible for maintaining the equipment in good condition. The borrower must not perform, or permit to be done by any third party, any unauthorised repairs or maintenance.

### 6. Liability and Insurance

The borrower assumes full responsibility for the equipment during the loan period, including risks of loss, theft, or damage. It is advised, the borrower insures the equipment, at its own expense, against, theft, loss and other damages – as detailed within this agreement.

### 7. Use of Equipment

The equipment must be used in accordance with the manufacturer's instructions and only by qualified personnel. Misuse, neglect, or unauthorised use may result in immediate termination of the agreement.

### 8. Return of Equipment

The borrower must return the equipment in the same condition it was received. The borrower is responsible for any costs associated with returning the equipment.

### 9. Damage or Loss

Should the equipment become damaged, lost, or stolen, while in the possession of the borrower (including return shipping back to 2CL Communications Limited), the Borrower is responsible for the cost of repair or replacement (at 2CL Communications Limited's discretion on the state of repair). For lost equipment, the borrower will be liable for the full recommended retail price of a replacement unit.

## 10. Indemnity

The borrower agrees to indemnify and hold the lender harmless from any claims, damages, or losses arising from the use of the equipment.

## 11. Termination

The lender reserves the right to terminate the agreement at any time, with or without cause, and demand the immediate return of the equipment.

## 12. Compliance with Laws

The borrower agrees to comply with all applicable laws, regulations, and standards regarding the use of the equipment.

## 13. Confidentiality

Any proprietary information regarding the equipment or the lender's business must be kept confidential and not disclosed to third parties. Any sensitive information stored on the Equipment will be erased (where applicable) by 2CL Communications Limited. Therefore, any settings or data should be removed by the Lender prior to returning the Equipment.

## 14. Warranties and Disclaimers

The equipment is provided "as is" without any warranties, expressed or implied. The lender disclaims any liability for performance, functionality, or suitability of the equipment. It remains the Lenders responsibility to determine whether the Equipment is suitable for the intended purpose, thus, the requirement to exercise caution in the use of Equipment. 2CL Communications Limited cannot be held liable for any issues that may occur in the use of the Equipment, i.e., coverage, use beyond manufacturer's or agreed specifications. Any damage that may occur is subject to clause 9.

## 15. Law of Contract

This agreement shall in all respects be governed by and constructed in accordance with the laws of England.

## 16. Acceptance

By receiving the equipment, the borrower is deemed to have accepted these terms and conditions.