

# HP Demo Stock Request Form



Please fill in and email to [sales@exeed.co.nz](mailto:sales@exeed.co.nz)

## Product Details

Product Code	
Product Name	
Quantity	
Purpose of Loan	TO DEMO TO CLIENT
Size of Opportunity	

## Requesting Partner

Partner Name	EXEED LTD
Contact Name	
Contact Email	
Telephone Number	09 302 2144

## Customer Details

Company Name	
Contact Name	
Contact Email	
Telephone Number	

## Loan Shipping Details

Address	
Suburb	
Post Code	

## Additional Information

Start Date of Loan	ASAP
End Date of Loan	2 weeks later
Additional Comments	

### Purchase Order #:

A purchase Order must be sent through with this request.

### exeed Representative:

Name in Full: \_\_\_\_\_

Date: \_\_\_ / \_\_\_ / \_\_\_

### Customer Details:

Position: \_\_\_\_\_

Company Name: \_\_\_\_\_

Name in Full: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_ / \_\_\_ / \_\_\_

I have read and accept exeed & attached HP Loan Terms. Your request WILL NOT be processed with out this form filled out completely and signed.

Call to Return Equipment:  
HP Loaned Goods - 09 977 3048

Your request was shipped on this date:

## exeed Loan Terms

The products listed on this exhibit plus their accessories are the property of exeed Limited and/or HP and are loaned to the customer for no more than 14 working days from shipment to the requested address. Please ensure all manuals, power cables, software, accessories and boxes are checked and accounted for on receipt, and are returned in original packaging at the end of the loan period. Please advise your exeed Account Manager, if any goods are missing or damaged within 24hrs of receipt. From this point on, the reseller is deemed liable for the goods. Failure to organise return this equipment by the due date or arrange an extension with exeed, will result in the RESELLER, being INVOICED for all items on loan. Invoicing will be based on the Reseller's dealer buy as new.

### Hewlett-Packard New Zealand Demonstration Products – Loans Terms and Conditions

#### 1. Processing of applications for loans

All Hewlett-Packard ("HP") demonstration product loan ("Loan") applications ("Applications") will be considered, accepted or rejected at the complete discretion of HP. The approval of the Application may be subject to the availability of Loan products ("Products"), any existing overdue Loans to the Loan applicant ("Applicant") or if the Applicant is an HP reseller applying on behalf of an end-user customer ("Customer"), any existing overdue Loans for the benefit of that Customer, and any other factors HP considers relevant.

#### 2. Duration of loans

Loan durations are generally 60 days for Unix products and 30 days for other products unless otherwise notified by HP ("Loan Period"). The approved Loan Period will be advised to the Applicant and specified on the consignment docket. HP may, with immediate or delayed effect, either verbally or in writing, cancel any Loan before or during the Loan Period.

#### 3. Shipping and collection of loans

HP will deliver Products to the Applicant's business address or if the Applicant is an HP reseller applying on behalf of a Customer, that Customer's business address. At the completion of the Loan Period or upon cancellation of a Loan, HP will collect the Products from the Applicant's (or, if applicable, its Customer's) business address. The Applicant agrees to provide, or to procure its Customer to provide, HP's representatives with safe access during regular business hours to its (or, if applicable, its Customer's) business address for the purposes of delivery and collection of Products, and to check Applicant's (and, if applicable, its Customer's) compliance with this agreement.

#### 4. Title and risk

HP retains all right, title and interest to the Products. All Products used in application evaluation tests remain under the overall control of HP and do not become part of the Applicant's (or, if applicable, its Customer's) on-going production environment. Risk of loss or damage to the Products will pass from HP to the Applicant upon delivery until they are returned to, or collected by, HP in respect of any negligent act or omission or misuse by the Applicant, (or, if applicable, its Customer) or its or their staff or agents. The Applicant will ensure that all Products are cared for during the Loan Period. The Applicant will advise HP, within 1 business day of the Applicant's (or, if applicable, its Customer's) receipt of the Products, if the Products were in a damaged condition when received by the Applicant (or its Customer).

#### 5. Charges for lost or damaged loaned products or overdue loans

HP may charge the Applicant, and the Applicant will pay HP: (a) for damaged Products, the cost to HP of repair or replacement of such Products and reasonable administration costs in relation to such repair or replacement; and (b) for lost or missing Products (missing Products being ones not made available for collection by HP at the expiry of the Loan Period), HP's List Price for such Loaned Products less the Applicant's normal discount (if any). Any such charges must be paid by Applicant within 14 days of written notification from HP of the amount due. In addition, further loan applications may not be approved until the overdue Loaned Products have been returned or finalised through payment.

#### 6. Software License

Any software installed or included in a Product ("Software") will be licensed from HP on the following terms and such other license terms as accompany that Loaned Product: "Use", for the purposes of this clause, means storing, loading, installing, executing or displaying software on a controller, processor or other hardware product ("Device"). HP grants Applicant (or, if applicable, its Customer) a non-exclusive non-transferable license to Use the Software for the purpose of the Loan during the Loan Period on one Device at any one time. Unless otherwise permitted by HP, Applicant (or, if applicable, its Customer) may only make copies or adaptations of the Software for archival purposes or when copying or adaptation is an essential step in the authorised Use of the Software on a backup Device, provided that copies and adaptations are used in no other manner and provided further that the Use on the backup Device is discontinued when the original or replacement Device becomes operable. Applicant (and, if applicable, its Customer) must reproduce all copyright notices in or on the original Software on all permitted copies or adaptations. Applicant may not (nor may its Customer) copy the Software onto any public or distributed network. This license does not include any right to updates, upgrades or other enhancements. The Software is owned by, and the copyright is vested in, HP or third party suppliers. The license in this clause confers no title or ownership and is not a sale of any rights in the Software, its documentation, or the media on which they are recorded or printed. Third party suppliers may protect their rights in the Software in the event of any infringement. Applicant (and, if applicable, its Customer) will not disassemble or decompile the Software without HP's prior written consent. Where Applicant (or, if applicable, its Customer) has other rights under statute, Applicant will provide HP with reasonably detailed information regarding any intended disassembly or decompilation. Applicant (and, if applicable, its Customer) will not decrypt the Software unless necessary for legitimate use of the Software. At the expiration of the Loan Period, the Software and all copies of the Software will be returned to HP. Copies of the Software that are merged into adaptations will be removed and destroyed or returned to HP.

#### 7. Disclaimer of Warranties

TO THE EXTENT ALLOWED BY APPLICABLE LAW, HP MAKES NO EXPRESS OR IMPLIED WARRANTY, AND PROVIDES NO EXPRESS OR IMPLIED CONDITION, OF ANY KIND WITH RESPECT TO THE LOANED PRODUCTS, AND SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

#### 8. Limitation of Liability

Except to the extent prohibited by applicable laws, HP will not be responsible for any loss or damage to the Applicant, its customers (including, if applicable, Customer) or any third parties caused by the Products or HP's performance under this Agreement and HP will not be liable for any direct, indirect, special, incidental or consequential damages, whether based on contract, tort (including negligence) or any other legal theory, arising out of any use of the Products or any performance of this Agreement.

#### 9. Indemnity

Applicant will defend, indemnify and hold harmless HP from all claims, losses, costs, damages, expenses (including attorneys' fees) and other liabilities arising out of the Applicant's (or, if applicable, its Customer's) use, operation or possession of the Products, to the fullest extent permitted by law.

#### 10. Governing Law

This Agreement is governed by the law in force in New Zealand. The parties submit to the non-exclusive jurisdiction of the courts of New Zealand and any courts which may hear appeals from those courts in respect of any proceedings in connection with this Agreement.

#### 11. Terms and conditions subject to change

These Loan terms and conditions will not change unless agreed to by both HP and the Applicant in writing.

12. Applicants who are HP resellers If the Applicant is an HP reseller submitting this Application on behalf of its Customer, the Applicant will ensure its Customer's compliance with all applicable terms and conditions of this Agreement.