PI Conditions for Lending Demo Systems

Dear Customer,

Thank you for your interest in purchasing a PI product. Fifty years of experience in micropositioning, nanopositioning and motion control has enabled us to develop a wide range of products with multiple applications. Whether catalog product or customized solution, we will be happy to help you find the right PI product.

Do you have a specific positioning system from the PI product catalog in mind, but do not yet know whether it meets the requirements of the application you want to use? Please contact the person responsible for you at PI. Depending on availability, you have the option of testing the positioning system you have identified because PI has a limited number of positioning systems (so-called "demo systems") for such purposes.

If a demo system is available for testing purposes, we would like you to pay attention to the following essential lending conditions:

- **Your contractual partner:** You get a demo system from your respective PI partner. This is the PI Group subsidiary named as the contracting party in the letter of confirmation from the PI partner.

- **Costs:** A rental fee is not charged. You only pay the costs for the maintenance and insurance of the demo system during the lending period, the customs duties for importing into your territory, and the costs for returning to your PI partner at the end of the borrowing period. If you request services, your PI partner will provide you with a quote from our service team.

- **Demo system characteristics:** Generally, demo systems are used instruments. Accordingly, there is no entitlement to the provision of a brand-new demo system. Please note that demo systems do not have to match systems of the same product type that may be purchased later. The characteristics of the demo system are therefore not a guarantee for the characteristics of the system purchased later.

- **Lending period:** The letter of confirmation from the PI partner includes information on the period of the loan and the date for returning the demo device. Because only a limited number of demo devices is available in the PI Group and returning demo systems need to be used directly afterwards for other purposes, this deadline must be adhered to. Therefore, the PI Partner reserves the right to implement a **contractual penalty** in the case of late return.

- **Other obligations of the borrower:** Such demo systems may not be installed in the borrower’s products, must be handled with particular care, used only for the agreed purpose, and must be secured against unauthorized access by third parties.

Details of the loan conditions for our demo systems can be found on the back page of the PI Group’s General Rental Conditions for Demo Systems.

But now, we hope you will enjoy testing systems from the world of PI products!

The Management of your PI Partner
General Terms and Conditions for Borrowing Demo Systems from the PI Group

1. Definitions
The terms used in these General Terms and Conditions of Borrowing have the following meanings:

"Borrower" means the person or entity that borrows an item from its PI Partner.

"Total value of the item on loan" means the value of a new item as stated in the price list from the PI Partner.

"Loan Item" means the demo system loaned by the PI Partner to the Borrowing Party and described in the accompanying letter of confirmation.

"PI Partner" means the PI subsidiary that is making the Loan Item available to the borrower. Unless otherwise agreed in an individual case, the rights of the borrower according to the loan agreement exist only vis-à-vis the PI partner and not vis-à-vis other companies of the PI group.

"Purpose" means the purpose for which the item on loan may be used by the borrower. If no other purpose is stated in the letter of confirmation, use is limited to test runs of the item on loan at the borrower’s premises.

2. Scope
(1) The following terms and conditions apply exclusively to the loan of items from the PI Partner to the borrower. The PI Partner does not accept any terms and conditions from the borrower that contradict or deviate from these General Terms and Conditions of Borrowing, unless the PI Partner has expressly agreed to their validity in writing. These General Terms and Conditions of Borrowing shall apply in every case, i.e., even if the PI Partner, knowing that the terms and conditions of the borrower conflict with or deviate from these General Terms and Conditions of Borrowing, delivers the object of borrowing to the borrower without reservation.

(2) These General Terms and Conditions of Borrowing apply to borrowing contracts for items on loan between the borrower and the PI Partner and only to entrepreneurs (Para. 14 German Civil Code – BGB), legal entities under public law and special assets under public law.

(3) These general terms and conditions of borrowing do not establish any rights of the borrower arising from his contractual relationship with a PI partner vis-à-vis the companies affiliated with this PI partner within the meaning of Sections 15 et seq. of the German Stock Corporation Act. The borrower's contractual partner is only the PI Partner acting in each case.

(4) Individual agreements made with the borrower in individual cases (including collateral agreements, supplements and amendments) shall in all cases, take precedence over these General Terms and Conditions of Borrowing. Subject to proof to the contrary, the content of such agreements shall be governed by a written contract or written confirmation by the PI Partner.

3. Delivery
(1) The item to be borrowed shall be delivered to the named place of delivery of the hirer. The transfer of risk takes place when the borrowed item is handed over to the carrier.

(2) The lead time is 4 weeks plus delivery time.

4. Obligations of the PI Partner and Quality of the Borrowed Object
(1) The PI Partner undertakes to make the borrowed item available to the borrower free of charge for the loan period specified therein as specified in the letter of confirmation.

(2) The PI Partner is not obliged to provide the borrower with a brand-new or as good as new item or to provide services for the borrowed item.

(3) The characteristics of the item on loan shall not entitle the borrower to any claim with respect to the characteristics of a system that is acquired against payment from the PI Partner or from a company affiliated with the PI Partner, even if the acquired system belongs to the same type of product as the item on loan. Only the quality agreed separately for the purchased system shall apply.

(4) Specifications from the borrower with respect to certain characteristics of the borrowed item are not binding for the PI Partner.

5. Obligations of the Borrower
(1) The borrower shall treat the borrowed item with due care. The borrower may not disassemble, incorporate into their own equipment or systems or make any modifications to the subject matter of the loan without prior express written consent from the PI Partner, which shall be at PI Partner’s sole discretion, this includes without limitation, removing any marks of ownership and, in the absence of such marks, clearly identifying the subject matter of the loan as PI Partner’s property.

(2) The borrower shall keep the borrowed item separate from other assets and secure it against unauthorized access by suitable means and insure it in full at his own expense against the usual risks such as damage or loss.

(3) Any customs duties for importing the borrowed item into the borrower's territory and the costs for return transport to the PI partner shall be borne by the borrower.

(4) The borrower shall bear the costs of maintaining the borrowed item.

(5) Should the PI Partner's title to the borrowed item be impaired or endangered by seizure, sequestration or other measures taken by third parties, the borrower must notify the PI Partner immediately by sending a copy of the seizure order and all other documents required for an objection to sequestration. In addition, the borrower must inform the attaching creditor or other third parties immediately and in writing of the ownership rights of the PI Partner and provide the best possible support to the PI Partner or the persons designated by the PI Partner for securing the rights to the borrowed object.
6. Contractual Use
The borrower’s authority to use the item on loan is limited to its intended use. The borrowed item may not be used for any purpose other than its intended use; in particular, he is not entitled to transfer the use of the borrowed item to an affiliated company or a third party without the permission of the PI Partner. The borrower shall not be entitled to keep the borrowed item at a place other than the place of delivery specified in the confirmation letter from the PI Partner, unless the PI Partner has expressly and previously agreed to this in writing.

7. Property
Transfer of the borrowed item to the borrower has no effect on the ownership of the borrowed item. Transfer of ownership to the borrower or another third party is not caused by this.

8. Return and Delay, Contractual Penalty
(1) On expiry of the contractually agreed lending period, the borrowed item shall be returned immediately and at the expense of the borrower, to the registered office of the PI Partner or to the location designated by the PI Partner, without the need for a separate request by the PI Partner. If the PI Partner requests return shipment to a location other than his place of business, the PI Partner must bear the additional transport costs incurred.

(2) The borrower shall pack the borrowed item appropriately before returning it.

(3) In the event of late return, the PI Partner shall be entitled to payment of a contractual penalty amounting to 0.5% of the total value of the borrowed item for each full week of delay, but no more than a total of 5% of the total value. The proof of excessive damage and the legal claims of the PI partner remain unaffected; however, the lump sum is to be credited against further monetary claims. The borrower reserves the right to prove that the PI Partner has suffered no damage at all or only substantially less damage than the aforementioned lump sum.

9. Liability
(1) The liability of the PI Partner is limited to intent and gross negligence. This also applies in the event of noncompliance with promised delivery periods and delivery dates. The PI Partner shall only be liable for title defect or a defect in the borrowed item if it fraudulently conceals the title defect or defect in the borrowed item.

(2) In the event of any breach of obligations under this Agreement and other applicable laws, the borrower shall be liable to the PI Partner without limitation for damages. This also applies in the event of a breach of corresponding obligations by a vicarious agent of the borrower.

10. Notice of Termination
The contract may be terminated with immediate effect by the PI Partner with written or electronic notice to the borrower, (a) if the borrower requires the borrowed object as a result of an unforeseen circumstance, (b) if the borrower uses the borrowed object in violation of the contract, in particular by unauthorized transfer of use to third parties, or if the borrower considerably endangers the borrowed object by neglecting the care incumbent upon him, or (c) for good cause.

11. Limitation of Time
The PI Partner’s claims for compensation resulting from modification to or degradation of the borrowed item as well as the borrower’s claims for compensation for use or for allowing the removal of an item of equipment shall be barred after six months. The period of limitation begins after the PI Partner maintains the possibility of inspecting the borrowed item for modifications and deteriorations without disturbance by exercising direct control over the items owned by the company, but at the earliest after receipt of the borrowed item by the PI Partner or the recipient designated by him to the borrower according to the return provisions in these General Terms and Conditions of Borrowing.

12. Other Provisions
(1) The place of jurisdiction for both parties for all disputes arising directly or indirectly from the contractual relationship including actions in connection with bills of exchange and checks, shall be the registered office of the PI Partner. The PI Partner reserves the right to bring an action at any other place of jurisdiction justified for the borrower.

(2) The contract shall be governed by the laws of the country in which the PI Partner has its principal place of business. The application of the UN Convention on Contracts for the International Sale of Goods (CISG) is excluded.