

Terms & Conditions

Jabra Microsoft Bechtle – Demo Program

These terms and conditions (the “Agreement”), between Bechtle E-Commerce and You (the “User”) sets forth the terms and conditions to use the Jabra PanaCast Video solutions with Microsoft alliance partner MTR solution (the “Demo unit”) for the sole purpose of evaluation for up to two (2) weeks from delivery by Jabra’s service partner (the “Demo Period”) before deciding to buy a Jabra PanaCast meeting room solutions. User hereby agrees that the Demo Units on loan shall be subject to the following terms and conditions:

1. The Demo program is only available for professional users with a valid VAT number in the mainland of the following countries: Austria, Belgium, France, Germany, Ireland, Italy, Netherlands, Spain (excluding Canary Islands and Balearic Islands), Poland, Portugal, Czech Republic, Hungary, Switzerland, Luxemburg, United Kingdom (the Pan EMEA region).
2. During the Demo Period, the Demo Unit shall be operated by the User only and shall be used only for the intended evaluation purpose and in strict accordance with the operating instructions for the Demo Unit. User shall use the Demo Unit and/or any part thereof in the normal course of User's operations. User shall not lend or otherwise make the Demo Unit or any part thereof available to a third party. The User shall not remove or relocate the Demo Unit or any part thereof from its facility without prior written notification to Bechtle E-Commerce.
3. During the Demo Period, the Demo Unit shall at all times, remain the exclusive property of Jabra. User shall ensure that the Demo Unit in its possession shall at all times be readily identifiable by Bechtle as Jabra’s property on User's premises. In the event a third party claims to have any right, takes, threats or attempts to take possession of the Demo Unit or any part thereof, the User shall advise Bechtle thereof without any delay and follow Bechtle’s instructions.
4. During the Demo Period and until the moment of redelivery by the User of the Demo Unit, the Demo Unit shall be under the care, custody and control of the User. The User shall, at its own cost and expense, keep the Demo Unit in good condition and proper working order and use no less than a reasonable degree of care to safeguard, to maintain and operate the Demo Unit. User shall be liable for any damage to or loss of the Demo Unit while in User's custody and control until the redelivery. The User shall immediately contact the customer care service of Bechtle’s service partner. In case of damage, the User agrees to pay the cost for

repair/refurbishment at Jabra's terms (unless otherwise agreed in writing). Should they be required, repairs, swaps or potential updates/upgrades of the Demo Unit are to be performed exclusively by a Jabra authorized service technician.

5. Jabra's service partner (Reachdesk) shall deliver the Demo Unit to the agreed upon location at its cost and risk. Notwithstanding the foregoing, Jabra shall pay for the transportation cost of the demo unit to the User and for the costs of the return label as well.

6. This Agreement shall terminate and the User's right to possession of the Demo Unit shall immediately cease: (i) upon the end of the Demo Period; or, (ii) if the User defaults on any of the terms of this Agreement; or, (iii) if any proceeding under any bankruptcy or insolvency laws is instituted by or against the User; or, (iv) the User makes any assignment of its property for the benefit of its creditors.

7. At the end of the Demo Period, the User shall be given the opportunity to buy a Jabra PanaCast device of preference or alliance partner device set by issuing a sales order to Bechtle at the then prevailing and agreed terms and conditions.

8. Upon expiration or termination of the Demo Period, the User shall return the Demo Unit to Jabra's Service Partner (ReachDesk) in good condition. User shall be granted a one (1) week grace period to return the Demo Unit. In case of a collection, the collection will only take place on the ground floor of the User's premises. If the Demo Unit or any part thereof is not returned within said grace period, Jabra shall invoice the list price of the Demo Unit or any part thereof to User without need of a separate purchase order or other formality.

9. Any Demo Unit which is damaged, not working and/or missing will be invoiced by Jabra to the User at list price pursuant to this Agreement, as the case may be in addition to afore mentioned indemnity, and without need of a separate purchase order or other formality. The remedies under this clause are in addition to and not exclusive from any other remedies available under this Agreement, by law or in equity.

10. The User shall, at its care and expense, subscribe and maintain operative during the Demo Period an insurance policy covering (i) any bodily injury to User's employees, officers, directors or any other third party caused by or resulting from the Demo Unit or in connection therewith; (ii) any loss of or damage to any and all property of User's employees, officers and directors or any other third party caused by or resulting from the Demo Unit or in connection therewith; and (iii) any loss of or damage to the Demo Unit or any part thereof.

11. The User shall be liable, indemnify and hold harmless Bechtle, Jabra, Microsoft, its employees, officers and directors against any and all claims, actions, suit or proceedings, liabilities, damages, losses, costs and expenses,

asserted against or incurred against Bechtle, its employees, officers and directors as result of bodily injury (including without limitation disability, death and disease) or any property damage caused by or resulting from the Equipment or in connection therewith. In the case of material defects, Bechtle is liable for direct damage caused to the User because a material defect was fraudulently concealed from the User and for consequential damage caused by the defect which is based on intentional or grossly negligent actions of Bechtle. Any additional warranty for material damage is excluded.

In the case of legal defects, Bechtle is liable only for damage that arises for the User because a legal defect was fraudulently concealed. Any additional warranty for legal defects is excluded. Bechtle is only liable for intent and gross negligence. Further User claims for damages or reimbursement of expenses, regardless of their legal grounds (in particular violations of contractual obligations or tort law), are excluded. Liability according to product liability law shall remain unaffected.

12. The User agrees not to disclose any confidential information received from Bechtle, Jabra or Microsoft, whether oral or written or in other tangible form, to any employees who do not have a specific need to use such information or to any outside party (including contractors) without prior written consent of Bechtle. The obligations of confidentiality shall not apply to information which is in the public domain at the time of disclosure or becomes in the public domain without fault or breach of the User. Without limitation, confidential information shall encompass any and all business, financial, marketing, commercial and/or technical information, know-how, trade secrets, inventions, processes, software programs (in source code or compiled form), hardware and software product information and research programs disclosed under this Agreement.

13. Any patents, trademarks, copyrights, and/or any other intellectual property rights and/or any proprietary or confidential information related to the Demo Unit, whether existing prior to the date of this Agreement or developed as of the date thereof, shall remain the property of Jabra or its licensor, as the case may be, and nothing herein shall be construed as conferring on the User, its successors or assigns by implication or otherwise, any right, title or interest in, or any license under any intellectual property right, confidential information or other trade secret.

14. Bechtle may, without restriction, save, process, use and reuse any data obtained in connection with the sale as stipulated in article 6. Upon request of Bechtle, User shall promptly inform Bechtle in writing about the measures which User takes to fulfil its obligations under the applicable data protection laws. Bechtle shall take suitable technical and organisational measures to protect personal data received from User against loss and unlawful processing. User warrants towards Bechtle that (i) the data are lawfully obtained from data subjects; (ii) it has provided data subjects all necessary and relevant information

with regard to the processing of their data as required under the applicable data protection laws; (iii) the data is lawfully provided to Bechtle; and (iv) the data processing does not infringe any third-party rights. User agrees that it remains the contact point for data subjects and that it will inform data subjects hereof. User ensures that the personal data provided to Bechtle will be up-to-date and relevant for the sale. User undertakes to inform Bechtle of any request of a data subject to rectify or to erase its data or to limit the processing of its data. User shall indemnify and keep indemnified Bechtle against all claims, proceedings or actions brought by a competent public authority or an individual against Bechtle arising out of any breach by User or any of its processors of any third party rights or its obligations under applicable data protection laws.

15. This Agreement is the complete and exclusive statement of the agreement between the parties and supersedes all prior oral or written communications between the parties relating to the subject matter hereof.

16. Each party shall be and shall act as an independent contractor and not as an agent, partner of, or joint venture with the other party for any purpose and neither party shall have the right, power, or authority to act or create any obligation, express or implied, on behalf of the other party. Neither party is intended under this Agreement to be a sales agent.

17. Any delay or refraining by either party from enforcing its rights under this Agreement shall not operate as a waiver.

18. This Agreement shall inure to the benefit of the parties, their respective representatives, heirs, successors and assigns. This Agreement may not be assigned by the User without prior written consent of Bechtle.

19. In no event shall Bechtle be precluded from doing any other business either similar to or outside the scope of this Agreement. It is specifically understood that all other business of Bechtle's core practice shall continue without restriction created by this Agreement.

20. This Agreement shall in all respects be governed by German law, without recourse to its conflict of law principles. All disputes arising out of or in connection with this Agreement, shall be exclusively referred to the courts in the above-mentioned country, but without prejudice to enforcement of any judgment or order thereof in any other jurisdiction.