

# EQUIPMENT DEMONSTRATION REQUEST

**To:** Burch Falkner

Falcon Direct Fax#: 205.853.6178

**From:** \_\_\_\_\_

Pages: 3

In order to fulfill your request quickly and efficiently, please follow the instructions below:

1. Complete the Equipment Demonstration Agreement
2. Customer will provide Connectivity with a valid credit card number that will be charged in the event the Products become lost, damaged, stolen or for other reasons that prevent Products being returned to Connectivity in the same condition as delivered.
3. Sign and Date Equipment Demonstration Agreement
4. Provide organization information
5. Save a copy for your files.
6. Return completed Agreement (pages 2-3) via FAX to:

Attn: Falcon Direct Sales Fax Number: 205.853.6178

**Please note, your request will then be confirmed within 48 hours. Once confirmation is received by you:**

7. An internal and external radio programmed to a common demo frequency will be provided, if required, with the demo unit. These radio(s) can be programmed to your frequency, which should be provided once demo availability is confirmed by Falcon Direct. If a special frequency or 800 MHz operating range is needed, two **preprogrammed** radios can be sent to Falcon Direct for installation. In **rare** cases, an antenna adapter, radio interface cable and battery eliminator must also be supplied, when they are not a Falcon Direct "stocked" item. This requirement will be conveyed by Falcon Direct to you at the time of order confirmation.

Please note:

Falcon Direct cannot guarantee the availability of all demonstrator models. Please forward your request as far in advance as possible to ensure availability.

8. RETURNING EQUIPMENT: If you have provided radio parts, remove before packing. Please use care when repackaging demo unit and accessories to properly protect electronic components and enclosure.

**RETURN EQUIPMENT BY UPS (OR OTHER TRACKING METHOD) TO:  
SDR Plus Division of Falcon Direct, Inc.**

Attn: Demo Returns  
36 – 20<sup>th</sup> Avenue NW  
Birmingham, AL 35215

CONTACT:  
ADDRESS:  
CITY:  
STATE:  
ZIP: PHONE NO:  
**FAX NO. OR E-MAIL:**

SHIP TO:  
ATTN:  
ADDRESS:  
CITY:  
STATE:  
ZIP: PHONE NO.:  
FAX NO.:  
CONTACT:

COMPANY NAME: \_\_\_\_\_

DEMO PURPOSE: \_\_\_\_\_

SPECIAL SHIPPING INSTUCTIONS \_\_\_\_\_

PRODUCT LOANER TERM BEGIN DATE: \_\_\_\_\_ END DATE: \_\_\_\_\_

CREDIT CARD #: \_\_\_\_\_

NAME ON CARD: \_\_\_\_\_

EXPIRATION DATE: \_\_\_\_\_

**REMEMBER, DEMONSTRATOR EQUIPMENT MUST REACH OUR LOCATION ON THE END DATE**

**DEMONSTRATION PRODUCTS (To be completed by Falcon Direct)**

**MODELS/SERIAL NUMBERS:**

**RETURN DEMO EQUIPMENT BY UPS (OR OTHER TRACKING METHOD) TO:**

**SDR Plus Division of  
Falcon Direct, Inc.**  
Attn: Demo Returns  
36 – 20<sup>th</sup> Avenue NW  
Birmingham, AL 35215

**DEMONSTRATION PRODUCT AGREEMENT**

1. DEMONSTRATION PRODUCT. Falcon Direct, Inc. ("Falcon") hereby agrees to loan to you ("Customer") the loaner products listed on Page 1 of the Agreement ("Products") for the term specified on Page 1 of the Agreement.
2. TERM AND REQUESTED DATES. If Customer wishes to retain the Products beyond the Product Demonstration Term specified on Page 1 of the Agreement, the Customer shall contact Falcon by written notice or by telephone and Connectivity, at Falcon's option, may agree to a term extension.
3. TITLE. Falcon shall at all times retain title to the Products. Customer will not acquire any property rights in the Products under this Agreement. Customer agrees not to allow any security interest, mortgage, lien or other encumbrance to be placed on the Products and shall indemnify Falcon from any loss caused for failure to do so. Falcon reserves all rights in patents, copyrights, trade secrets and other intellectual property in the Falcon Products. Falcon reserves all rights in patents, copyrights, trade secrets and other intellectual property in the Falcon Products.
4. RISK OF LOSS AND USE OF THE EQUIPMENT. Customer agrees to return the Products to Falcon by no later than the expiration of the Product Demonstration Term, or upon Falcon's request, in the same condition as delivered, reasonable wear and tear excepted. Customer agrees to use reasonable care with respect to the Products and assumes all risk of loss, theft or damage to the Products while they are in Customer's possession and in the event of such loss, damage or theft, Customer shall pay Falcon the then current replacement price for said Products. Customer shall use the Products in the regular course of the Customer's event for lawful purposes in accordance with all laws, ordinances, regulations, requirements and rules with respect to the operation of the Products and shall not make any modification or alteration to the Products without the prior written consent of Falcon.
5. WARRANTY/INDEMNITY. THE PRODUCTS ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY WHATSOEVER. FALCON EXPRESSLY DISCLAIMS ALL WARRANTIES, GUARANTEES AND REMEDIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT WILL ORIGINAL MANUFACTURER OR FALCON BE LIABLE FOR ANY DAMAGES, LOSSES OR EXPENSES ARISING OUT OF CUSTOMER'S USE, POSSESSION OR OPERATION OF THE PRODUCTS OR OTHERWISE. Customer agrees to indemnify and hold original manufacturer and Falcon, their agents, successors, and assigns harmless against any and all claims, damages, liabilities and expenses, including reasonable attorneys' fees, arising out of Customer's possession, operation or use of the Products. The indemnities and obligations herein provided shall continue in full force and effect notwithstanding the termination of this Agreement.
6. NOTICES. Any notices given under this Agreement shall be effective as of the date received and shall be addressed to:

**CUSTOMER**

**FALCON DIRECT, INC.**

\_\_\_\_\_  
Legal Name

Attn: \_\_\_\_\_

Responsible party:

\_\_\_\_\_  
Mailing Address:

Attn: Burch Falkner

36 – 20<sup>th</sup> Avenue, NW – Birmingham, AL 35215

7. This Agreement will be enforced and construed in accordance with the laws of the State of Alabama.
8. This Agreement represents the entire agreement between the parties hereto regarding the subject matter described above. It supersedes all previous oral or written communications between the parties regarding the subject, and it may not be modified or waived except in a writing signed by an officer or other authorized representative of each party. If any provision is held invalid, all other provisions shall remain valid, unless such invalidity would frustrate the purpose of this agreement.

**CUSTOMER**

**FALCON DIRECT, INC.**

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
DATE