

# PROXIMA® — Equipment Loan Agreement

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## IMPORTANT, Please Read

Dear Reseller,

Thank you for your interest in Proxima Projection Display products. Enclosed you will find information on our evaluation program. Please fill out the equipment loan agreement and fax back to me.

I will submit your completed agreement to order processing. Keep in mind that some products have a 2 - 3 week lead time due to the overwhelming success of this program.

**Remember, you will have a 10 day evaluation period from the time of shipment.** For example, if we ship your product on the 1st of the month, it is due back on the 11th. We ship our products via 2nd day air and will notify you the day the product ships. This allows approximately 5 days in which to complete your demonstration/evaluation. **If you exceed the evaluation period, you will be invoiced the retail price of the product and your account will be forwarded to Accounts Receivable for collections.**

Again, thank you for your inquiry and good selling in the fast growing presentations industry. Please do not hesitate to call if I can be of any further assistance.

Sincerely,

Proxima  
Sales Representative



This Agreement is made effective \_\_\_\_\_ by and between Proxima Corporation and \_\_\_\_\_  
 This agreement between \_\_\_\_\_, herein called USER, and Proxima authorizes the use of the  
 following product(s) for the purpose of sales demonstrations.

Model Number

Therefore, the parties mutually agree as follows:

**1. Loan Expiration Date**

Proxima shall provide USER the above referenced product(s) at no cost for a period of 10 days from the date of shipment. USER agrees to pay the retail price if the product is not returned on or before the expiration date. Retail prices are as follows:

Model #	Product	(US\$)
A482SC	MultiMode	1,395
A502C	ColorWorks	2,595
A522C	ColorWorks	2,995
A820C	Ovation	4,195
A822C	Ovation	5,695
842C	Ovation+	4,995
848C	Ovation+	5,995
DP2300	Desktop Projector	4,995

Model #	Product	(US\$)
DP2800	Projector	7,495
8400	Projector	10,795
A2030	Cyclops	495
A2050-PC	Cyclops — Ovation +	495
A2060	Cyclops — DP	495

**2. Title**

Proxima shall retain title to the Proxima product. The USER shall not loan, transfer, encumber, sell or otherwise dispose of the product without Proxima's prior written permission.

**3. Return of Product**

The USER will be given a Return Material Authorization (RMA#) to return all products. USER must print the RMA# on the outside of all boxes shipped to Proxima. The method of return transportation to Proxima from the United States or Canada is second day delivery. From outside the U.S. or Canada USER will ship via a freight forwarding service provider specified by Proxima. USER will insure the product for shipping damage in the amount equal to the retail purchase price listed above and will be responsible for freight charges to return the product.

The USER will retain all original boxes and packing material. When the equipment is returned to Proxima, the USER will repack it in the same manner in which it was shipped or be liable for any damage occurring during transit. The cost of damages will be determined by Proxima Corporation. USER will also be liable for missing parts such as manuals, cables, power supplies, remote control, utility software and any and all items that were shipped with the unit. Maximum retail prices are listed below:

User Manual \$30.00      Remote Control \$199.95      Cables \$480.00      Power Supply \$299.95

Upon termination of this Agreement, the USER shall promptly return the equipment including USER documentation and cables to:

From within the United States
<b>Proxima Corporation</b> <b>Attn: Celeste Cumo, Customer Service</b> <b>9440 Carroll Park Drive</b> <b>San Diego, CA 92121-2295</b> <b>RMA#</b>

From Canada
<b>Proxima Corporation</b> <b>c/o Casas International, Customs Broker</b> <b>10030 Marconi Drive</b> <b>San Diego, CA 92173</b> <b>RMA#</b>

**4. Encumbrance**

Upon shipment of the product to USER Proxima will invoice USER to specify USER's financial commitment for the return of the product. If the product is not returned to Proxima by the loan expiration date, USER agrees to pay the full listed retail purchase price of the product.

THE DESKTOP PROJECTION COMPANY

**4. Encumbrance, continued**

The USER agrees to pay all such charges within 30 days after the expiration of the loan. USER is also responsible for customs brokerage fees and taxes applicable to the initial shipment importing product into USER's country.

**5. Location**

USER agrees that the product furnished will be used only in accordance with the applicable Proxima specifications and only for the purpose of developing, testing, and/or sales demonstrations at the following location:

Ship To Address		<b>** Please type or print legibly **</b>	
Company Name			
Address			
City		State	Zip
Responsible Party (please print)			
Title			
Phone	Extension	FAX	

**6. Indemnification**

The USER agrees to hold Proxima harmless and defend and indemnify Proxima from and against all claims, injuries, damages, losses and all cost and expenses (including attorney's fees) incurred in connection with or resulting from the USER's use of the equipment for the purpose and reasons stated in this Agreement.

**7. Modification**

The USER shall not alter or modify the product without Proxima's prior written approval. USER agrees to pay the retail purchase price if the unit is modified in any way.

**8. Damage and Loss**

The USER shall be liable for any loss or damage to the product while in the possession of the USER or in transit. In the event of loss or damage, Proxima may, at its option, repair the product and charge the USER either the repair cost or full purchase price of the product. The USER agrees to pay all such charges within 30 days after the receipt of an invoice.

**9. Assistance**

For assistance in using the demonstration equipment, the USER may direct questions regarding set-up and operations to Customer Service at (619) 457-5500 and press 1 for Projection Display Customer Service. Any comments or questions about this program should be directed to the program coordinator at (619) 457-5500, ext. 264.

**10. User Certification**

To the best of my knowledge, all information I have provided is accurate. I understand that I am responsible for all equipment listed on this agreement and that I am liable for returning all product by the agreed upon date. If all product is not returned by that date, I agree to pay the invoice for the retail value upon expiration of the loan period specified on this form.

**\*\* Please type or print legibly \*\***

Company Name
Responsible Party



PROXIMA

by Computer Accessories Corporation

Salesperson \_\_\_\_\_

Remittance Address:

Computer Accessories Corporation  
L.A. Worldway Postal Center

P.O. Box 92897  
Los Angeles, CA 90009  
(619) 457-5500

# Credit Application

Corporate Name			
Street Address		Telephone	
City	State	County	Zip

## OWNERSHIP

<input type="checkbox"/> Corporation	<input type="checkbox"/> Partnership	<input type="checkbox"/> Proprietorship	<input type="checkbox"/> Other	Years in Business _____
Corporate Principals/Partners/Owners				
Type of Business		Dunn & Bradstreet Number	Seller's Permit Number	

**CREDIT INFORMATION** (Please give complete information. Omissions may delay processing of your credit application. Please attach a recent financial statement to this application.)

Bank Reference: Name			Branch	
Address			Contact	
City	State	County	Zip	Telephone
Account Numbers: Checking		Savings	Loan	

## TRADE REFERENCES (List only companies with whom you have open terms.)

Name	Contact
Address	Telephone
City	State Zip
Name	Contact
Address	Telephone
City	State Zip

For the purpose of obtaining merchandise from Seller on credit, the above statement in writing is made, intending that Seller should rely on the same as correct. Buyer further agrees to the terms and conditions as set forth on the following page.

Signed this \_\_\_\_\_ Day of \_\_\_\_\_ 19\_\_\_\_\_

Signature and Title of Owner/Officer

Please Print Name and Title

THE DESKTOP PROJECTION COMPANY

Form SL\_\_\_\_ (12/94)



TERMS AND CONDITIONS

As consideration for the advancement of credit, we the undersigned, individually, jointly, and severally, agree as follows:

- 1. To be bound by all of the terms and conditions contained in this application. Proxima Corporation may modify her terms and conditions of this application from time to time, upon mailing notice of such change to us at the address shown on Proxima Corporation's records. Such changes shall be effective for all transactions between Proxima Corporation and us after the date of the notice.
2. To pay all amounts invoiced in full without deductions 30 days from date of invoice at San Diego, California unless other arrangements are approved by Proxima Corporation in writing prior to shipment.
3. To immediately upon receipt examine the product delivered by Seller. We agree that we shall advise Seller of any defective product within 10 days of receipt.
4. Proxima Corporation may at any time without notice cancel all credit available to us and refuse to make any further credit advances.
5. In the event of: (a) our default on any payment when due, or (b) our death, bankruptcy, or insolvency, or (c) attachment or levy against us, or any of us, or against our property, to the property of any of us, then Proxima Corporation without notice shall be entitled to the entire amount of our obligation then due and such obligation shall become immediately due and payable.
6. To pay all costs and attorney's fees incurred by Proxima Corporation in relation to the interpretation, construction, or enforcement of any or all of our obligations hereunder, whether or not suit is filed.
7. That this agreement has been entered into and is to be performed in the County of San Diego, State of California, and any action brought hereunder shall be brought in said county and state at the option of an in the sole discretion of Proxima Corporation.
8. That we, and each of us, warrant and represent to Proxima Corporation, under penalty of perjury, that we, and each of us, and/or the business entity we represent are solvent and able to pay our obligations as they become due and/or that the business that we represent is able to pay its obligations as they become due.
9. That Proxima Corporation may use this agreement with any bank or other kind of financial institution for the purposes of obtaining all personal and business financial information of any kind or nature whatsoever in the name of us, and of us, and/or the entity we represent.
10. That Proxima Corporation is hereby granted and shall retain a security interest in and to any and all goods and materials and proceeds thereof including, but not limited to, accounts receivable, notes, and choices in action relating to goods sold to us, any of us, and/or the company we represent, until all indebtedness to Proxima Corporation is paid in full and until such time Proxima Corporation shall have all rights of a secured party as provided by the California Commercial Code, including the right to collect a deficiency.
11. That it is the essence of this agreement that the information contained herein is true and correct, that any information provided by us, or any of us, as guarantor, is true and correct, and the Proxima Corporation may and shall rely upon such information.

GUARANTY

That as individuals and as partners, shareholders, officers, directors, employees, or authorized representatives, we the undersigned and each of us, in consideration of any and all credit granted by Seller to any entity which we owe or represent, hereby jointly and severally, guaranty prompt payment when due of any indebtedness now due or which may hereafter become due from said entity to Seller, however created, or arising, or evidenced, and give notice of the acceptance of this guaranty, and/or of any and all indebtedness at any time covered by the same, and/or of any change in the financial conditions of the entity which we now represent. This shall be a continuing guaranty and shall not be revocable, except upon actual receipt by Seller of written notice that we, or any of us, revoke said guaranty as to transactions subsequent to the date such notice is received and, in such event, we shall continue to be responsible for any and all transactions which occurred prior to the date Seller actually received said notice. The Guarantor(s) waive any rights to reimbursement or indemnity from buyer. Guarantor agrees to be bound by each and all of the terms and conditions set forth in the Credit Application herein.

Are your purchases taxable (for your own use), for resale, or both? \_\_\_\_\_

If your purchases are for resale, please complete the resale certificate below.

RESALE CERTIFICATE/STATE OF \_\_\_\_\_

Name of purchaser \_\_\_\_\_

Address of purchaser \_\_\_\_\_

I hereby certify that I hold valid seller's permit number: \_\_\_\_\_

issued pursuant to the Sales and Use Tax Law; that I am engaged in the business of selling \_\_\_\_\_

that the tangible personal property described herein which I shall purchase from PROXIMA CORPORATION will be resold by me in the form of tangible personal property provided, however, that in the event any of such property is used for any purpose other than retention, demonstration, or display while holding it for sale in the regular course of business, it is understood that I am required by the Sales and Use Tax Law to report and pay tax, measured by the purchase price of such property. Description of property to be purchased: Computer Cables, Hardware, and Software.

Signature of Purchaser \_\_\_\_\_ Title (print) \_\_\_\_\_ Date \_\_\_\_\_

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