Reference Number : 3MUK: 2006

14 DAY TRIAL AGREEMENT

This Agreement is between 3M Health Care Limited of 3M House, Morley Street, Loughborough, Leicestershire, LE11 1EP ("3M") and you.

This Agreement authorises you to loan one 3M™ Littmann® Model 3000 Series Stethoscope ("the Stethoscope") for trial purposes only ("the "Purpose").

In consideration of the foregoing mutual benefits, both parties agree as follows:

1. 3M™ LITTMANN® Model 3000 Series Stethoscope
3M shall loan one Stethoscope to you for a period of 14 days from the date you receive the Stethoscope from 3M unless terminated earlier by you returning the Stethoscope to 3M in the pre-paid envelope provided.

2. DELIVERY ADDRESS
The Products shall be delivered to the address you gave on the Littman stethoscope website, or via telephone, e-mail or letter

3. DELIVERY OF THE STETHOSCOPE
3M shall deliver the Stethoscope at its expense in good condition and working order. Upon delivery if the Stethoscope is found not to be in good condition and/or working order, 3M shall replace the defective or damaged Stethoscope without charge.

4. TITLE
3M shall retain title to the Stethoscope at all times except as provided in clause 7 below. You shall not loan, transfer, encumber, sell or otherwise dispose of the Stethoscope without 3M's prior written permission.

5. RETURN OF THE STETHOSCOPE
You will retain all original boxes and packing material. If the Stethoscope is returned to 3M, you will use best efforts to return the Stethoscope in same condition, fair wear and tear accepted and repackage it in the same manner in which it was delivered. Upon expiration of this Agreement or unless terminated earlier, you shall promptly return the Stethoscope by recorded delivery in the pre-paid envelope to:

3M United Kingdom PLC
3M Centre
Cain Road
Bracknell
Berkshire RG12 8HT
United Kingdom FAO: Carole Williams

6. INDEMNIFICATION
You shall be responsible for the cost to repair, or if necessary, replace the Stethoscope due to any damage, injury or loss to the Stethoscope to the extent caused by the negligent or wrongful conduct of you. You shall not be responsible or liable for ordinary and expected wear and tear to the Equipment.

7. PAYMENT OR RETURN
At the end of the 14 day loan period if you agree to purchase the Stethoscope, you will pay 3M the full list price incl. VAT for the Stethoscope. Title of the Stethoscope shall pass to you upon receipt of payment.

If you decide that at the end of the 14 day loan period that you do not wish to purchase the Stethoscope, then you will return the Stethoscope to 3M stated in Para (1) of this Agreement. In the event that you do not wish to purchase the Stethoscope at the end of the 14 day loan period **and fail to return** the Stethoscope to 3M your credit card will be debited for the full list price of the Stethoscope incl. VAT.

8. TRANSFER AND ASSIGNMENT OF AGREEMENT
You may not transfer or assign this Agreement to a third party without the written consent of 3M.

9. AMENDMENTS
Any amendments to this Agreement must take place in writing and be signed by both parties.

10. NOTICES
All notices and other communications required or authorized under this Agreement shall be given in writing by means of registered mail or by facsimile addressed to the other party.

11. WITHDRAWAL OF OFFER
3M reserves the right to withdraw this offer at any time for any reason.

12. DISPUTES
This Agreement will be governed by English Law and the English Courts will have exclusive jurisdiction.