

## TRIAL PROGRAM TERMS

**This 90-Day Trial Period Agreement** ('Agreement') is made and entered into by and between Green Industry Innovations Group Inc. (Gii Group), a company federally incorporated under the laws of Canada ('the Company'), and the undersigned ('the Customer') as of the date set forth in the signature block of this Agreement ('the Effective Date') WHEREAS, the Company is engaged in the business of providing Leachate Scale Control technologies and products and related monitoring services; and WHEREAS, the Customer desires to participate in Gii Group's Trial Period Program.

NOW, THEREFORE, for the mutual promises contained herein and for other goods and valuable consideration set forth herein, the parties agree as follows:

### 1. Trial Period Program.

The Company shall provide the Product(s) described in the "Pricing" table of this proposal, attached hereto and incorporated herewith to the Customer for a period of ninety (90) days ('Trial Period Program'). The trial period commences within two (2) weeks following the date that the Product(s) is accepted by the Customer, unless terminated earlier in accordance with the provisions of this Agreement. This allows two (2) weeks for installation.

### 2. Trial Terms

- a. The Customer shall pay a \$2995.00 trial fee per unit within 30 days of receiving LSC systems(s).
- b. If the Customer chooses to purchase or rent the Product(s) upon completion of the Trial Period, the full amount of the trial deposit will be applied to the purchase of rental price.

### 3. Delivery, Installation and Removal.

- a. The Company shall deliver the Product to the Customer in the manner set forth in the accepted Purchase Order. Initial installation of the Product(s) shall be performed by the Customer's personnel at the Customer's premises and expense.
- b. If a Customer wants to return any Product(s) prior to or at the conclusion of the Trial Period Program, the Customer shall provide the Company written notice of the Customer's intention to terminate this Agreement, and the Company shall schedule the return of the Product(s).

### 4. License for Use.

The Company grants to the Customer an exclusive, non-transferable, revocable right to use the Product(s) within the Customer's owned site, solely for the purpose of evaluation for possible purchase from the Company and only for the duration of the Trial Period Program. The Customer shall not sublicense the right to use the Product(s) or transfer the Product(s) to a third party.

### 5. Title to Products during Trial Period.

- a. The Customer acknowledges and agrees that the Company is the owner and the authorized distributor of the Products(s) and except for the right to use the Product(s) as set forth in Section

3 above, the Customer shall have no other right, title and/or interest in or to the Product(s). Upon expiration or termination of the Trial Period that does not result in the purchase of the Product(s) by the Customer, the Customer, at its expense, shall return the Products to the Company in the same condition in which the Product(s) was received, ordinary wear and tear excepted.

b. The Customer shall not alter or modify the Product(s) in any way, including but not limited to: reverse engineering the Product(s), decompiling the Product(s) or disassembling the Product(s).

c. Notwithstanding the above, should the Customer choose to purchase the Product(s) from the Company, terms and conditions for such purchase shall be made pursuant to the terms and conditions accompanying the offer issued by the Company to Customer.

## 6. Risk of Loss

Upon delivery of the Product(s) to the Customer, all risk of loss, damage, theft or destruction, partial or complete, to any item of the Product(s) solely caused by the acts or omissions of the Customer shall be borne by the Customer. The Customer shall promptly notify the Company of any theft, loss or damage to the Product(s).

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Customer Representative

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Gii Group ("Company") Representative

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Print Name & Title

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Print Name & Title

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Date of Signing

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Date of Signing

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Date LSC System Received On-site