



### 30-Day Trial Period Agreement

This 30-Day Trial Period Agreement (“Agreement”) is made and entered into by and between Haven Innovation, Inc. (the “Company”), having offices at 1705 Eaton Dr. Grand Haven, MI 49417, and \_\_\_\_\_ (the “Customer”), having offices at \_\_\_\_\_

as of the date set forth in the signature block of this Agreement (the “Effective Date”).

The Company has agreed to deliver and/or install:

\_\_\_\_\_ (quantity and description of the “Product/s”) in the Customer’s premises (physical address stated above); and the Customer has agreed to trial the said product for 30 days for the Specified Purpose during the Trial Period on terms and conditions detailed in this Agreement.

- 1. Trial Period.** The Company shall provide the product/s described above to Customer for a period of thirty (30) days which starts on: \_\_\_\_\_; and ends on: \_\_\_\_\_, unless terminated earlier in accordance with the provisions of this Agreement.
- 2. Delivery, Installation and Removal.**
  - a. Company shall deliver the Product to Customer as detailed in the Purchase Order.
  - b. Installation:
    - i. If physically delivered by the Company, the installation of the Product/s shall be performed by the Company. A representative of Customer must be present during installation.
    - ii. If delivered by a 3<sup>rd</sup> party carrier, installation instructions will be provided to the Customer by the Company.
  - c. If a Customer wants to return any Product/s prior to or at the conclusion of the Trial Period Program, Customer shall provide the Company a written notice of Customer’s intention to terminate this Agreement, and Company shall schedule the return of the Product/s in accordance with its business demands and available work force.
- 3. Purchase Order, Payment Terms and Invoicing.**
  - a. In order to keep the trial Product/s and/or order additional product, Customer shall provide a Purchase Order to the Company. In the absence of the Customer’s Purchase Order, the Company shall prepare the Purchase Order with the following information and approved by the Customer:
    - the quantity and description of Product/s
    - the amount of the sale price of the Product
    - tax amount (Customer shall provide Tax Certificate of Exemption if classified as tax exempt)
    - any delivery charges and/or installation fees that may apply
    - payment terms
    - delivery due date
    - Shipping and billing contact



- Shipping and billing address
  - b. Upon receipt and acceptance of the Purchase Order, the Company will schedule the delivery and installation of the Products in accordance with its business demands and available work force.
  - c. The company shall remind the Customer that the Trial period is expiring 3-5 days before the end date of the Trial Period.
  - d. The Company shall have the absolute right to bill the Customer for all amounts specified in the Purchase Order if the Company has not received written notice of Customer's intention to have the Product/s removed prior to the termination of the Trial Period. For purposes of termination, the last day to terminate this Trial Period shall be by 11:59 p.m. EST on the 30th day following the Start date the Product/s is/are accepted by Customer.
  - e. If the Customer does not provide return tracking information by day 31 for the trial product/s an invoice will be generated and sent to the Customer by the Company.
  - f. The Customer shall send payment to the Company within 15 days (Net15) for the trial product/s invoice from receipt of the invoice.
- 4. License for Use.** Company grants to Customer an exclusive, nontransferable, revocable right to use the Product/s within Customer's premises (physical address specified in this agreement), solely for the purpose of evaluation for possible purchase from the Company and only for the duration of the Trial Period. 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. Customer acknowledges and agrees that the Company is the owner or the authorized distributor of the Products/s and except for the right to use the Products, Customer shall have no other right, title and/or interest in or to the Products. Customer shall not make any representation to the contrary. Customer shall keep the Products at all times free and clear from all claims, levies, liens, process, security interest and encumbrances. Upon expiration or termination of the Trial Period that does not result in the purchase of the Product/s by Customer, Customer, at its expense, shall return the Products to the Company in the same condition in which the Products was received, ordinary wear and tear excepted.
  - b. Customer shall not alter or modify the Product/s in any way, including but not limited to: reverse engineering the Product/s, repairing the Product/s or disassembling the Product/s.
  - c. Notwithstanding the above, should Customer choose to purchase the Product/s from Company, terms and conditions for such purchase shall be made pursuant to the terms and conditions stated on the Purchase Order.
- 6. Risk of Loss & Damage.** Upon delivery of the Product/s to Customer and during Trial Period, 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 Customer shall be borne by Customer. A repair fee of \$800.00 and a stocking fee amounting to \$1,500 will be applied. Customer shall promptly notify the Company of any theft, loss or damage to the Product/s.



7. **Repair.** If product/s require/s repair service while in Customer's possession due to product failure not caused by the Customer, Company will provide all normal on-site repair service required to maintain the product/s in good operating condition or send new trial unit to Customer, whichever is deemed the appropriate action by the Company. Customer agrees that it will not permit the product/s to be serviced by non-Company personnel without the prior express written authorization of Company.
8. **Warranties & Liabilities.** Unless and until the product/s is/are purchased by you, the product/s is/are provided by the company "as is" and the company hereby disclaims all warranties, whether implied, expressed, or statutory. The Company is not liable to the Customer for:
  - a. any claims in relation to the use and operation of the Product/s
  - b. any loss of revenue or profit or for any indirect or consequential loss including loss of profits, loss of revenue, loss of production, loss of business opportunity, loss of use, loss of expected savings, opportunity costs, loss of contracts, loss of business, damage to reputation and loss incurred as a result of claims by any third party arising out of or in connection with the provision of the Product.
9. **Indemnification.** Customer will indemnify, defend and hold the Company harmless from and against any and all claims, actions, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, arising out of or resulting from any bodily injury (including death) or damages to tangible property suffered by a third party caused by any willful misconduct or negligent act or omission of the Customer, its employees or agents.
10. **Termination.** The Company may terminate this Agreement and repossess the Product/s immediately upon written notice if the Customer fails to comply with any of the terms of this Agreement, the Customer is adjudicated bankrupt, files a bankruptcy petition, makes an assignment for the benefit of creditors or commences dissolution or liquidating proceedings.

HOTLOGIC Team Member	
REPRESENTATIVE NAME	
SIGNATURE	
PRINTED NAME, TITLE	

CUSTOMER	
COMPANY NAME	
REPRESENTATIVE NAME	
SIGNATURE	
PRINTED NAME, TITLE	
ADDRESS	
CITY, STATE, ZIP	