



## MONEY BACK GUARANTEE AGREEMENT

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

IHS agrees to offer \_\_\_\_\_, defined as the "Customer", a Money Back Guarantee (MBG) equal to the total price paid for the product and installation of the I-PHI™ if the terms and conditions described in this agreement are met.

### The Term:

- (1) IHS/IHS Dealer and the Customer collectively agree to monitor and document the Customer's vehicle fuel data for a period of one hundred and twenty (120) days following the date of installation of the I-PHI™. This time period is defined as the "Trial Period". The Customer is eligible for the MBG at the end of the Trial Period if and only if:
  - (1.1) The Customer fulfills the terms and conditions of this agreement for the duration of the Trial Period; and
  - (1.2) The Customer's performance expectations, as defined and signed off on in this agreement, are not met

### The Conditions:

- (2) The following conditions must be met in order to qualify for the MBG:
  - (2.1) The Customer must provide IHS/IHS Dealer with monthly fuel records for the vehicle dating back one year from the date of installation of the I-PHI™, defined as "The Baseline Data". The Baseline Data must be supplied to IHS prior to installation of the I-PHI™;
  - (2.2) The Customer must provide IHS/IHS Dealer with monthly fuel records each month following the installation of the I-PHI™ for the duration of the Trial Period, defined as the "I-PHI™ Data". The I-PHI™ Data must be supplied to IHS within fourteen (14) days of the end of each month for the duration of the Trial Period;
  - (2.3) The Customer must make the vehicle available for a routine service check once a month as requested by IHS/IHS Dealer;
  - (2.4) The Customer must make themselves reasonably available to review the I-PHI™ Data with IHS/IHS Dealer during the Trial Period;
  - (2.5) The Customer's performance expectations cannot exceed a 10% reduction in fuel consumption for long haul vehicles and 5% reduction in fuel consumption for short haul vehicles;
  - (2.6) The Customer's vehicle must meet the following specifications:
    - (2.6.1) The engine displacement of the vehicle must not exceed 13L; and
    - (2.6.2) The vehicle must not haul an average load weight exceeding 120,000lbs

- (2.7) The Customer must not void the MBG by performing one of the following actions during the Trial Period:
  - (2.7.1) The Customer must not make any changes, alterations, or modifications to the I-PHI™; and
  - (2.7.2) The Customer must fill the water reservoir as instructed in the Owner's Manual. This will be monitored by comparing the vehicle's run time to the I-PHI™ hour meter (vehicle run time is calculated as the number of vehicle engine hours from the vehicle's ECM). The I-PHI™ hour meter must equal 90% of the vehicle's ECM run time unless, at some point during the Trial Period, IHS/IHS Dealer documents that the I-PHI™ shut down due to product failure
- (2.8) If the Customer has installed an I-PHI™ on more than one vehicle, the Customer will be entitled to the MBG only on I-PHI™ units that qualify under the terms and conditions of the MBG agreement as opposed to all I-PHI™ units purchased from IHS;
- (2.9) When the Trial Period is over the Customer must sign off that his performance expectations were or were not met. Once the Trial Period is over and the Customer signs off on his performance expectations, the following action will be taken:
  - (2.9.1) If the Customer's performance expectations were met, the Customer waives his right to a MBG, from that point forward, on all future I-PHI™ units purchased;
  - (2.9.2) If the Customer's performance expectations were not met, IHS/IHS Dealer will make arrangements to take the I-PHI™ units off and the Customer's money will be refunded within 30 days

**CUSTOMER EXPECTATIONS:** \_\_\_\_\_

**INNOVATIVE HYDROGEN SOLUTIONS INC.**

**PER:** \_\_\_\_\_

**(AUTHORIZED SOLE SIGNING OFFICER)**

\_\_\_\_\_ **(CUSTOMER)**

**PER:** \_\_\_\_\_

**(AUTHORIZED SOLE SIGNING OFFICER)**