

## **Demo Agreement Policy Terms and Conditions:**

(1) Demo Units will be provided to any interested customer (hereinafter referred to as Lessee) on a first come, first served basis. The trial period of 30 days will begin on documented day of receipt of equipment. Lessee is responsible to contact Sales Rep if the unit arrives in a damaged state on receipt. The first 30 days of the trial will be free of charge, with the exception fluid and of freight charges to and from Froggys Fog. Freight charges will be paid by the Lessee.

(2) A refundable deposit of the 10% of the Minimum Advertised Price is required and due prior to shipment of the demo unit. This deposit will be refunded when equipment is returned in the same condition and in the same shipping packaging.

(3) Free trial of demo units ends on the 30th day from receipt. Documentation of shipment back to Froggys Fog needs to be submitted by this day to avoid rental charges. Extensions of demo trial may be requested one week prior to end of free trial period. Extensions will be granted if demo unit is not required at another location. Any extension will enter into a paid rental agreement. The paid rental agreement is as follows:

Rental Rate per Month: 40.0% of total value of machine

Rental Rate per Week: 15.0% of total value of machine

1<sup>st</sup> week or 1<sup>st</sup> month charges will be billed up front with the execution of the rental agreement. Final payment to be determined on the determination of the actual return ship date.

## **Equipment and Contents:**

(1) All equipment provided always remains the property of Froggys Fog.

(2) Lessee is responsible for all Froggys Fog equipment while in Lessee's possession and must be returned in the same condition as received (reasonable wear and tear excepted). Lessee is responsible for cleaning the equipment. Failure to do so is a breach of this contract and Lessee will be liable for the cost of replacement, repair or a \$75 cleaning fee of the equipment.

## **Shipping:**

(1) All shipping charges will be the responsibility of the Lessee.

(2) All deliveries, unless otherwise agreed, will be F.O.B. origin.

(3) Equipment always needs to be boxed while in transit to avoid any damages. Froggys Fog will box the demo unit when it leaves our facility and expects it returned in the same packaging. A \$25.00 repacking fee will be assessed if original packaging is not returned.