



**CleanO2 Carbon Capture Technologies Inc.**  
 4500 – 50<sup>th</sup> Avenue SE  
 Calgary, Alberta. Canada, T2B 3R4  
 Phone: (403) 483-7678

Purchaser: CenterPoint Energy  
 Customer: [Insert Name of Building Owner/Customer]  
 Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Contact: \_\_\_\_\_  
 Telephone: \_\_\_\_\_  
 \_\_\_\_\_  
 Deliver To: \_\_\_\_\_

<b>CUSTOMER PURCHASE ORDER NUMBER</b> _____	
Purchase Order Date: (yyyy/mm/dd)	202_/_/___
THIS PO NUMBER MUST APPEAR ON ALL VENDOR DOCUMENTS	
CleanO2 Contact: Jaeson Cardiff, CEO	
Contact Telephone: (403) 650-2437	
E-mail: <a href="mailto:jaeson@cleano2.ca">jaeson@cleano2.ca</a>	
Commencement Date: 2022/_/___	

Payment Terms:	Unit and Installation costs paid by Purchaser
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Item	Quantity	Material / Service Description	Shipping Date	Item Price	Taxes	Total Price
CarbinX V3.4	1	Deliver Item(s) to Delivery Location and assist Customer's Contractor with installation	2022/_/___	N/A	N/A	<b>\$ 0.00</b>

THE ATTACHED TERMS AND CONDITIONS SHALL APPLY TO THIS FACE PAGE AND SHALL, CONSTITUTE THE ENTIRE AGREEMENT BETWEEN CLEANO2 AND THE CUSTOMER. THE TERMS AND CONDITIONS AND PROVISIONS OF THIS FACE PAGE SHALL TAKE PRECEDENCE OVER ANY SUPPLEMENTAL TERMS AND CONDITIONS PROPOSED BY THE CUSTOMER IN THE EVENT OF A CONFLICT BETWEEN THEM, UNLESS OTHERWISE AGREED IN WRITING BY CLEANO2.

EXCEPT FOR THE PRICE NOTED ABOVE AND SUCH COSTS PAYABLE BY CLEANO2 PURSUANT TO THE ATTACHED TERMS AND CONDITIONS, THE PURCHASER (NOT THE CUSTOMER) SHALL BE RESPONSIBLE FOR THE COST OF THE ITEM AND ALL COSTS ASSOCIATED WITH SHIPPING, TAXES, DUTIES AND TARRIFS, DELIVERY, PERMITTING AND INSTALLATION, AS SET OUT IN MORE DETAIL IN THE ATTACHED TERMS & CONDITIONS. PRIOR TO COMMENCEMENT OF WORK, A COPY OF THIS FACE PAGE MUST BE SIGNED IN THE AREA INDICATED BELOW AND RETURNED VIA E-MAIL OR HARD COPY TO THE CLEANO2 CONTACT IDENTIFIED ABOVE. CLEANO2 SHALL NOTIFY THE PURCHASER AND THE CUSTOMER AT LEAST 15 DAYS IN ADVANCE OF ANY CHANGE IN THE SHIPPING DATE.

THE CUSTOMER HEREBY AGREES TO THE DELIVERY OF THE ITEM(S) IN ACCORDANCE WITH THE TERMS OF THIS FACE PAGE AND THE ATTACHED TERMS AND CONDITIONS AND CLEANO2 HEREBY AGREES TO MANUFACTURE AND HAVE THE ITEM(S) READY TO SHIP TO THE CUSTOMER AT THE DELIVERY LOCATION IN ACCORDANCE WITH THE TERMS OF THIS FACE PAGE AND THE ATTACHED TERMS & CONDITIONS. BOTH THE CUSTOMER AND CLEANO2 AGREE TO BE BOUND BY, OBSERVE AND PERFORM THE TERMS, CONDITIONS AND OBLIGATIONS AS SET FORTH IN THIS FACE PAGE AND TERMS AND CONDITIONS ATTACHED.

DATED AT \_\_\_\_\_, ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 202\_\_.

**CLEANO2 CARBON CAPTURE TECHNOLOGIES INC.**

**CUSTOMER NAME**

Per : \_\_\_\_\_

Per : \_\_\_\_\_

Name : \_\_\_\_\_

Name : \_\_\_\_\_



# CarbinX™

## Terms and Conditions

For good and valuable consideration, the customer (the “**Customer**”) set forth on the face page (“**Face Page**”) to these terms and conditions (“**Terms and Conditions**”) and CleanO2 Carbon Capture Technologies Inc. (“**CleanO2**”) acknowledge that the Face Page and these Terms and Conditions constitute the Agreement and specifically agree as follows:

1. **Entire Agreement.** The Face Page, any schedules thereto, and these Terms and Conditions form the entire agreement between the Customer and CleanO2 (the “**parties**”) on the subject hereof (the “**Agreement**”) and supersede all prior communications and negotiations. All section references in these Terms and Conditions are to the sections hereof. This Agreement may not be amended in any manner except by written instrument executed by each of the parties hereto.
2. **Term.** The term of this Agreement shall commence upon the effective date listed on the Face Page (the “**Start Date**”) and shall continue in full force and effect for 20 years thereafter (the “**Term**”), provided the Customer or its authorized assignee remains the owner of the premises located at the delivery address set out on the Face Page to which the Equipment (as defined below) was delivered and installed (the “**Premises**”). Should the Customer cease to own the Premises during the Term, this Agreement, including the Limited Warranty (as defined below) provided for herein, shall terminate, subject to this Agreement otherwise being duly assigned and transferred to the new owner of the Premises in accordance with section 20 hereof and the new owner of the Premises agreeing, in writing, to be bound by the terms and conditions of this Agreement for the remainder of the Term. Should this Agreement not be assigned to the new owner in accordance with this section 2, CleanO2 shall have the right to remove the Equipment at no cost to CleanO2 other than the cost of removal and the Customer shall provide CleanO2 with a transfer of title to the Equipment.
3. **Limited Warranty.** Subject to the limitations and exclusions provided for in this Agreement, Clean O2 hereby warrants to the Customer that the CarbinX™ unit described on the Face Page (the “**Equipment**”) will be free from defects in material and workmanship throughout the term of this Agreement and hereby warrants that, during the Term, it will provide all labor, materials, products, equipment and services required to keep the Equipment in good working order and repair at no charge to the Customer (the “**Limited Warranty**”).
4. **Limitation of Limited Warranty.** Notwithstanding anything contained in this Agreement, the Limited Warranty shall only cover damage or defects to the Equipment that may arise as a result of normal use of the Equipment and shall not cover any other damage or defects, including those that arise as a result of: (a) improper storage or handling of the Equipment; (b) operation outside the Equipment’s specifications; or (c) unauthorized repair, maintenance, modification or misuse of the Equipment. For greater certainty, CleanO2 does not warrant that the operation of the Equipment will be uninterrupted or error-free. Any repaired or replacement Equipment may be either new or like-new, provided that it has functionality at least equal to that of the Equipment being repaired or replaced and such repaired or replaced Equipment may contain remanufactured parts, components, or materials equivalent to new in performance. To the extent allowed by applicable law, neither CleanO2 nor its third-party suppliers make any other warranty or condition of any kind, whether express or implied, of merchantability, satisfactory quality, and fitness for a particular purpose.
5. **Limited Warranty and Legal Rights.** The Limited Warranty set forth in this Agreement gives the Customer specific legal rights. The Customer may also have other rights which vary from state to state in the United States, from province to province in Canada, and from country to country elsewhere in the world.
6. **By-Product Entitlement.** During the term of this Agreement, CleanO2 shall own all of the carbonate produced by the Equipment (the “**By-Product**”). CleanO2 hereby agrees to pay to the Customer, in respect of each calendar year ending December 31, an amount equal to \$0.90 USD per kilogram of By-Product during such year (the “**Rebate**”). The Customer shall be entitled to the Rebate during the “**Payback Period**” as defined in Appendix A to the Terms and Conditions.
7. **Payment.** Payment of the Rebate, if any, shall be made within 120-150 days of the close of the applicable Rebate Period by cheque or direct deposit, unless otherwise agreed by CleanO2 and the Customer to receive Rebate value in some other mutually agreed manner.
8. **Tax.** Any and all tax liabilities arising in connection with the payment of the Rebate by CleanO2 to the Customer shall be borne exclusively by the Customer.
9. **No Obligation.** For greater certainty, nothing contained in this Agreement shall be construed as to require CleanO2 to expend any level or type of effort, or apply any particular resources, to the commercialization, marketing or sale of the By-Product (or the

collection of amounts owing in respect of the sale of the By-Product) beyond that which it, in its sole and absolute discretion, determines to expend. Without limiting the generality of the foregoing, CleanO2 shall not be under any express or implied duty or obligation to the Customer: (a) to achieve any level of sales with respect to the By-Product; (b) to apply any particular business practices; or (c) otherwise.

10. **By-Product Collection:** CleanO2 shall have the right and hereby agrees to collect the By-Product on a bi-weekly or such other regular basis as is required based upon the rate of CO2 absorption of the Equipment during the Term. CleanO2 reserves the right to collect the By-Product on such day of the week as CleanO2, in its sole discretion, may determine suitable, subject to available access to the Premises. CleanO2 further agrees that it shall provide all management, supervision, labor, equipment and services that may be required to collect the By-Product.
11. **Equipment at Premises.** During the Term, the Equipment shall remain in the mechanical room or such other agreed upon location within the Premises and shall not be moved without the prior written consent of CleanO2, which may be withheld in its sole discretion. The Equipment shall not be turned off by the Customer for any reason (other than immediate safety concerns), without notifying CleanO2. If the Equipment is turned off for more than 60 days in total in any Calendar Year, then outside of unavoidable circumstances causing the shut-down or suspension of operation of the Equipment, CleanO2 shall have an option to take possession of and remove the Equipment and the Customer hereby consents to transfer of title and removal of the Equipment in such circumstances at no cost to CleanO2 and to providing the necessary access to the premises to allow for such removal. CleanO2 shall be responsible for all costs associated with such removal of the Equipment and shall return operation of the HVAC system and premises to the state it was in pre-installation of the Equipment.
12. **Availability of Facilities and Access to Equipment.**
  - (a) The Customer agrees to provide CleanO2, including any employee, agent, subcontractor, or other representative of CleanO2, with unrestricted access to the Equipment during Customer's normal business hours (or other time as agreed outside of Customer's normal business hours) as reasonably required by CleanO2 for purposes of monitoring and servicing the Equipment, including access for purposes of regular recharging the chemical in the Equipment, carrying out Limited Warranty related repairs and remediation and the regular collection of the By-Product. The Customer further agrees to keep a 3.5-foot perimeter around the front and back of the Equipment free and clear of any objects or hazards at all times, subject to CleanO2 having provided the Customer with permission, in writing, to have a perimeter of a smaller size around the Equipment, in which case such modified perimeter shall be kept free and clear of any objects or hazards at all times.
  - (b) For the purposes of applicable legislation related to toxic and hazardous substances, the Customer shall be deemed to have control and management of the Premises with respect to existing conditions.
  - (c) Any and all supplies or parts stored by CleanO2 at the Premises for any reason, as agreed to by the parties, shall remain the property of CleanO2 and the Customer agrees to provide proper security measures to prevent such supplies from theft or damage.
13. **Additional Service.** Should CleanO2 at any time discover a deficiency or defect at the Premises (that is not a deficiency or defect with the Equipment and covered by the Limited Warranty) that requires repairs or rectification so as to ensure the proper functioning of the Equipment, CleanO2 agrees to inform the Customer of the nature of such deficiency or defect within a reasonable period of time following such discovery. Should CleanO2 have the ability to rectify the deficiency or defect, CleanO2 agrees to provide the Customer with an estimate of the cost for repairing or rectifying such deficiency. Should the Customer choose not to repair or rectify such deficiency or defect within a reasonable period of time (as the circumstances may require taking into account the nature of the deficiency or defect) following notification by CleanO2, and such deficiency or defect results in damage to the Equipment, the Limited Warranty provided for in this Agreement shall be deemed null and void.
14. **Removal of Equipment.**
  - (a) CleanO2 acknowledges that the Customer has the right to require that CleanO2 remove the Equipment upon the Customer giving CleanO2 written notice **prior to the end of the first 12 months from the date of commissioning (the "Notice")** in respect thereof and CleanO2 agrees to remove the Equipment within 60 days of receiving such notice. Notwithstanding the foregoing, CleanO2 reserves the right to remove the Equipment within such 60-day period on such day and at such time as CleanO2 may reasonably determine, in its sole discretion. The Customer acknowledges and agrees that if it does provide the Notice within the time period specified above, it shall bear the cost of any such requested removal of the Equipment, (provided it is not being removed pursuant to Subsections 14(b) or (c) hereunder), which cost shall be determined by CleanO2, in its sole discretion, acting reasonably. The Customer may request, at least 10 days prior to the scheduled removal of the Equipment, that CleanO2 provide the Customer with an estimate of the anticipated cost for such removal, and, upon receiving such estimate, the Customer may choose to cancel such removal, provided that the Customer gives CleanO2 written notice of cancellation at least 48 hours in advance of the date on which CleanO2 is scheduled to attend at the Premises for purposes of removing the Equipment. If the Customer requests the removal of the Equipment and CleanO2 removes it, then unless the Equipment is transferred to another location for the Customer, the Customer shall surrender and

transfer ownership and title to the Equipment to CleanO2 prior to removal, at no cost to CleanO2. The Rebate shall cease as of the date of removal.

- (b) If the installed unit does not demonstrate value through heat recovery and carbon capture after the first 12 months of operation, the customer may, within 90 days of the end of the first year of operation, request that the equipment be removed from the property. The cost of removing the unit shall be shared equally between CleanO2 and the Customer and the time frame for removal shall be the same as set out in Section 14.(a) above. In such instance, the Customer shall surrender and transfer title to the Equipment to CleanO2 at no cost to CleanO2 and CleanO2 shall take possession of the Equipment. The cost of removal of the Equipment shall be shared equally between CleanO2 and the Customer and CleanO2 shall return operation of the HVAC system and premises to the state it was in pre-installation of the Equipment.
  - (c) If the installation or operation of the CleanO2 equipment results in a negative impact to the Customer's HVAC system or building climate that is unforeseen, CleanO2 will be required to attempt to rectify the issue to the reasonable satisfaction of the customer within a reasonable period, failing which, it shall remove equipment immediately from the Premises and return operation of the HVAC system and premises to the state it was in pre-installation of CleanO2 equipment. The cost of removing the unit shall be shared equally between CleanO2 and the Customer and the time frame for removal shall be the same as set out in Section 14.(a) above. Customer shall surrender and transfer title to CleanO2 and CleanO2 shall take possession of the Equipment and return operation of the HVAC system and premises to the state it was in pre-installation of the Equipment.
15. **Limitations of Liability.** The parties agree that: (a) the remedies provided in this Agreement are the parties' sole and exclusive remedies; (b) in no event shall either party or its third party suppliers be liable or obligated in any manner for any consequential, special, indirect, lost profits, exemplary or punitive damages of any kind (including damages for loss of profits, business interruption or personal injury), arising out of or in connection with this Agreement, howsoever caused (including damages caused by the Equipment, the By-Product or any services provided by CleanO2 pursuant to this Agreement), regardless of the form of the action, whether in contract, tort, statutory duty or otherwise and whether advised of the possibility of such damages; and (c) in any event, each party's maximum liability arising out of or in connection with this Agreement, including any liability arising in connection with the Equipment, the By-Product and any services provided by CleanO2 pursuant to this Agreement, whether such liability arises from any claim based on contract, tort, statutory duty or otherwise, shall not exceed the price paid by the Purchaser to CleanO2 for the Equipment and in the case of the Customer, will include the cost of removal of the Equipment pursuant to the terms in this Agreement.
16. **Force Majeure.** Neither party shall be liable for any loss, detention, default, damage or delay (each, a "Setback") in fulfilling its obligations under this Agreement, including in respect of the Limited Warranty, where such delay or setback is directly or indirectly caused by or results from conditions or causes beyond its reasonable control including, but not limited to, failures to act of the other party, public holidays, shortage of water, power, or facilities, breakdowns in or the loss of production, lockouts, labour controversies, governmental controls or regulations, war, riots, terrorism, civil insurrection, epidemic, embargoes, wrecks, delays in transportation, extreme weather conditions, fire, flood, explosions, inability to secure necessary materials, parts or components, and other acts of God. Each party shall notify the other promptly of any material delay in the fulfillment of its obligations pursuant to this Agreement.
17. **Interpretation Not Affected by Headings or Party Drafting.** The division of this Agreement into articles, sections, paragraphs, subsections and clauses and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Each party to this Agreement acknowledges and agrees that it has had ample opportunity to obtain the legal and other professional advice that such party deems necessary or desirable with respect to this Agreement and the transactions contemplated herein and that in construing any provision in this Agreement the legal principle of "contra proferentem" to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the interpretation of this Agreement.
18. **Number and Gender.** In this Agreement, unless there is something in the subject matter or context inconsistent therewith: (a) words in the singular number include the plural and such words shall be construed as if the plural had been used; (b) words in the plural include the singular and such words shall be construed as if the singular had been used; and (c) words importing the use of any gender shall include all genders where the context or party referred to so requires, and the rest of the sentence shall be construed as if the necessary grammatical and terminological changes had been made.
19. **Severability.** Any provision of this Agreement that is prohibited or unenforceable in any jurisdiction is, as to that jurisdiction, ineffective to the extent of such prohibition or unenforceability and is severed from the balance of this Agreement, all without affecting the remaining provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction.
20. **Assignment.** CleanO2 may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under this Agreement and may subcontract or delegate in any manner any or all of its obligations under this Agreement to any third party or agent. The Customer shall not assign any of its rights or obligations under this Agreement without the prior written consent of CleanO2, which may be withheld in CleanO2's sole discretion.

21. **Successors and Assigns.** This Agreement enures to the benefit of, and is binding on, CleanO2 and the Customer, and their respective successors and permitted assigns.
22. **Waiver.** Any waiver by CleanO2 of any provision of this Agreement must be in writing to be effective. A waiver of any one such provision does not constitute either a waiver of any other provisions or a continuing waiver, unless otherwise expressly stated in writing.
23. **Right of Setoff.** CleanO2 shall have the right to withhold and set off against any amount due hereunder the amount of any claim against the Customer to which CleanO2 may be entitled.
24. **Notice.** All notices, requests and other communications required or permitted under this Agreement must be in writing, and are deemed to be effective: (a) if personally delivered, upon delivery, (b) if delivered by facsimile, upon receipt of confirmation from receiving party's facsimile machine, (c) if delivered by email, on the day on which it was transmitted, (d) if delivered by registered or certified mail, postage prepaid, return receipt requested, upon receipt or refusal of receipt, or (e) if delivered by Federal Express or other recognized courier guaranteeing overnight delivery, one (1) business day after being sent, in each case to the applicable address or number as set out on the Face Page.
25. **Governing Law and Jurisdiction.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota and the laws of the United States applicable therein and shall be treated, in all respects, as a contract made and to be performed in Minnesota.