

# TERMS AND CONDITIONS

## vadiMAP Prescription

### I. DEFINITIONS

In these Terms and Conditions, the following words / phrases have the following meaning:

**Additional services:** means services provided by vadiMAP experts that are not included for a vadiMAP Prescription in the Prescription phase and that are agreed upon between You and vadiMAP.

**Confirmation number:** means the number issued by vadiMAP upon receipt by it of a PO.

**Energy Efficiency System:** means the technical project aimed at reducing / controlling / making more efficient the energy consumption / costs in any given building or site.

**Execution phase:** means the services relating to supply of building / installation of equipment and services recommended in a vadiMAP Prescription.

**PO:** means the purchase order filled by You online for a vadiMAP Prescription of the Prescription phase.

**Prescription phase:** means the Services provided by vadiMAP representing the analysis and recommendations contained in a vadiMAP Prescription.

**Price:** means the price set for a vadiMAP Prescription.

**Project:** means the project contemplated by a vadiMAP Prescription.

**Quotation:** means, for each building, the proposal for the costs and parameters in the Execution phase of the Energy Efficiency System proposed in a vadiMAP Prescription.

**Relevant information:** means all information requested by vadiMAP for the preparation of the vadiMAP Prescription.

**Services:** means the Services to be performed by vadiMAP for a vadiMAP Prescription in the Prescription phase.

**T&C:** means the present Terms and Conditions.

**vadiMAP Prescription:** means a feasibility study created from the analysis of Relevant information provided by You.

**You:** means the purchaser of a vadiMAP Prescription.

## **II. GENERAL**

1. No change or variation in the PO or these T&C shall be valid unless made in writing by the authorized representative of each party.
2. If Your purchase of a vadiMAP Prescription is made on behalf of a corporation, entity or organization, then You represent and guarantee that You are a fully authorized representative of same with binding authority. You must, at the time of subscribing for a vadiMAP Prescription, disclose the full information of such corporation, entity or organization.
3. vadiMAP reserves the right to change or vary these T&C at any time, but the change or variation shall not apply to a PO already placed.
4. If any provision of these T&C is held to be unlawful, void or for any reason unenforceable, then that provision only shall be deleted from these T&C to the minimum extent necessary and such deletion shall not affect the validity and enforceability of the remaining provisions.
5. Neither the PO nor these T&C or Your rights or obligations deriving therefrom shall be transferred or assigned by You under any circumstances to any one whomsoever without the prior written discretionary consent of vadiMAP.
6. Upon termination of the Services provided under the PO and these T&C, any provision which, by its nature or express terms, should survive, will survive such termination or expiration.
7. Headings are inserted for convenience purposes only and do not make part of these T&C.
8. Any notice required to be sent under the PO or these T&C shall be sent, with reference to the Confirmation number:
  - a) if to You, at the email address provided by You upon filling the online PO;  
or
  - b) if to vadiMAP: [info@vadimUS.biz](mailto:info@vadimUS.biz).

## **III. PRICE AND PAYMENT**

1. Price for the vadiMAP Prescription is presented on vadiMAP's website. Price may vary in vadiMAP's sole discretion. The sale price to You is the one then posted at the time You click "I accept".
2. The Price for the vadiMAP Prescription in the Prescription phase shall be paid in advance at the time of filling the online PO, with a valid Visa, Mastercard, Amex credit card or other payment option offered by vadiMAP.
3. All applicable federal, provincial, state, local and municipal sales, VAT, goods and services and any other taxes of the same or similar nature shall be added to the Price.

#### **IV. DESCRIPTION OF VADIMAP PRESCRIPTION**

1. A vadiMAP Prescription is for one building and includes no exclusivity whatsoever with vadiMAP for the Execution phase of the conclusions of the vadiMAP Prescription, You being at full liberty to transact with any other supplier for the Execution phase.
2. The Services to create the vadiMAP Prescription are performed by vadiMAP by using a platform developed by vadiMAP to recommend Energy Efficiency Systems and provide personalized recommendations.
3. Should Additional services be required before, during or after the work normally required for the vadiMAP Prescription, those services will be provided at additional cost to be agreed upon in a separate PO.
4. Upon vadiMAP delivering a vadiMAP Prescription, You become owner of same, under the restrictions herein.
5. You may not rent, lease, loan, sell, resell, license, sublicense, distribute or otherwise transfer the vadiMAP Prescription or any portion thereof to anyone.
6. You represent that all Relevant information provided by You at the time of applying online for a vadiMAP Prescription or thereafter is complete, accurate and exact and You acknowledge that vadiMAP is relying on such completeness, accuracy and exact nature to prepare and deliver the applied for vadiMAP Prescription.

#### **V. EXECUTION PHASE**

1. These T&C relate only to the Prescription phase and, only to the extent covered herein, to the Execution phase.
2. The Quotation presented by vadiMAP for the Execution phase shall include additional terms and conditions covering the services and products to be supplied by vadiMAP.

#### **VI. PRIVACY / CONFIDENTIALITY**

1. vadiMAP undertakes to retain in full privacy and confidentiality all information supplied by You. vadiMAP shall treat all information provided by You with the same degree of care that it applies to its own private or confidential information. vadiMAP employees will access Your information, on a need-to-know basis only. However, none of Your information shall be considered as confidential if:

- a) it is already known by vadiMAP before receiving communication thereof from You;
- b) it is, without any act or omission on the part of vadiMAP or any of its employees, generally accessible to the public or becomes part of the public domain; or
- c) it is subject to an order from a Court, tribunal or administrative body (hereinafter "Authority") ordering vadiMAP to disclose such information; however, vadiMAP shall, without delay, give notice of the Authority's request in order to allow You to challenge such request if You deem it appropriate.

## **VII. ACCOUNT**

- 1. Upon applying online for a vadiMAP Prescription, vadiMAP will create an account which will allow You to interact with vadiMAP on an ongoing basis.

## **VIII. TRADEMARKS**

- 1. vadiMAP and vadiMAP are trademarks of vadiMAP conseil inc. vadiMAP, vadiMAP and any other tradenames, trademarks and intellectual property rights of vadiMAP are expressly retained and nothing in these T&C shall be so construed as granting an intellectual property right or a right of use to You except for the right of use of the copyrighted material contained in the purchased vadiMAP Prescription, for Your exclusive use only.

## **IX. TERMINATION**

- 1. Either Party may terminate the Services covered by any PO, should the other Party fail to timely execute any of their respective obligations deriving therefrom.

## **X. WARRANTY / INDEMNIFICATION**

- 1. **You expressly acknowledge that vadiMAP delivers a vadiMAP Prescription without any warranty whatsoever and acknowledge that vadiMAP relies on the Relevant information supplied by You to deliver its vadiMAP Prescription. You disclaim all warranties, statutory, expressed or implied, including, but not limited to, implied warranties or merchantability, fitness for a particular purpose and compliance with Your needs or contemplated needs.**
- 2. **Under no circumstances whatsoever shall either Party be liable for any special, indirect, incidental, consequential, punitive, reliance or exemplary damages as well as lost business, lost revenues or loss of anticipated profits arising out of or in relation with the vadiMAP Prescription or its content.**
- 3. **Notwithstanding the above, in no event shall vadiMAP be liable to damages for any reason whatsoever, on whatever ground whatsoever which exceeds, in their aggregate, the amount paid by You for the vadiMAP Prescription subscribed to in Prescription phase.**

## **XI. DISPUTE**

1. Any dispute shall be brought only before the Court of competent jurisdiction in the district of Montréal, province of Québec.

## **XII. APPLICABLE LAW**

1. These T&C and the PO shall be interpreted and construed under the laws applicable in the province of Québec, Canada, without regard to conflict of law provisions. You therefore agree that any claim shall be dealt with exclusively under said laws and exclusively by the Courts of the district of Montréal, Province of Québec, Canada.