

## **1 Terms**

The agreement between you and the Energy Audit refers only to the supply of services (software tools, energy consulting, training) and is regulated by the terms and conditions of the site itself, once prices and terms of payment are accepted.

## **2 Offer and contract conclusion**

The offers and conditions published on the website [www.the-energyaudit.com](http://www.the-energyaudit.com) are formalized only when payment is received. Any verbal agreement becomes effective only if followed by a written order.

In general, any agreement, including commercial agreements, must be expressed in written form. The transmission per email is enough.

You are not obliged to renew the software license monthly. No automatic withdrawals will be done from bank accounts. If desired, customers will have to buy the license every month and will receive a new activation key for the product.

## **3 Prices. Price variations. Order cancellation**

Prices: prices are in Euro excluding VAT and are net of all other taxes provided by Italian law for the execution of this contract.

Order cancellation: only the customer can cancel the order through their personal account or by sending an email to [info@the-energyaudit.com](mailto:info@the-energyaudit.com). It is possible to cancel the order only before receiving the report analysis or the license activation file. Once this file is received, it is no longer possible to cancel the order.

## **4 Terms of delivery**

The software license is available for download from our server. The buyers will receive the license activation file within 2 working days after they have delivered the license code displayed after installing the software.

The Virtual Audit report and the Virtual Model report will be delivered within 2 working days after the Energy Audit has received the payment and the data required.

## **5 Warranty**

All the material supplied has a 12 month warranty from the delivery date; throughout the warranty period the Energy Audit will repair or replace the defective material for free, except charging labor and shipping costs.

The software developed and provided by the Energy Audit has a "user license" and the warranty is limited to fix defective parts which compromise the correct product functioning. In case of application development by the Energy Audit, the warranty is limited to the recoding (within reasonable necessary time) of parts which contain actual bugs.

## **6 Limitation of responsibility**

Under no circumstances and for no reason whatsoever the Energy Audit will be liable for any damage, expenses or costs derived from product repair or replacement, and will not be responsible for any direct or indirect damage caused by the use or by the inability to use the program the Energy Analysis, the media and documentation related to it. This is the case even if the Energy Audit has been notified about the possibility of the involvement in such damages. Under no circumstances the Energy Audit or its dealers will be liable for damages to third parties for such an amount which is higher than the price of the purchased product.

## **7 Complaints**

If the product or service does not meet your needs or expectations, you can claim your order to [info@the-energyaudit.com](mailto:info@the-energyaudit.com). Please indicate the reason of the complaint and your refund proposal. The complaint will be forwarded immediately to the right department. Depending on the complaint type, we will consider the possibility of refund.

## **8 Payment**

The customer can purchase the products and the services on the site [www.the-energyaudit.com](http://www.the-energyaudit.com) by credit card or bank transfer. In case of payment by credit card, the Energy Audit will not have access to information related to the customers' credit card as they will be transmitted through secure connection directly to the bank that handles the transaction. By completing the online transaction only the amount of your purchase will be charged. In case of order cancellation by the customer or by the Energy Audit, the Energy Audit will request to give back the paid amount within the time needed by the bank system of reference. In case of payment by bank transfer, the Energy Audit is committed to keep the order until the proof of payment is received. The proof of payment must have the order reference number, the order date and the buyer's name and surname. The proof of payment must be sent via fax or email to the Energy Audit no later than 3 working days from the date of acceptance. After this date the order will be automatically cancelled.



The payment will be executed through the protected platform Paypal. It will be possible to pay through Paypal account or credit card.

## **9 Privacy**

The Energy Audit will have the ownership of the customers' personal data and will be subject to any other legal requirement according to the Italian law "Decreto Legislativo no. 196/2003". By signing this offer the customer authorizes the Energy Audit to use their personal data for the purposes of this agreement, as well as to communicate these data to third parties for the same purposes.

The Energy Audit will use such data for the sole purpose of:

- providing services and verifying their quality;
- tracing people who committed any illegal action in case of specific requests and on behalf of the competent authorities.

## **10 Dispute**

For all possible disputes arising from the business relationships between seller and buyer (if the latter is an entrepreneur, but not a trader, a legal entity under public law or a special fund under public law) the place of arbitration chosen by the seller is Brescia. For any legal actions against the seller only the court of Brescia will be responsible.

If the contract (or these General Terms and Conditions) does not cover all regulations, the general regulation provided by Italian law and which the parties have agreed upon before making this contact will be considered valid.

The buyer acknowledges that the seller will save the data regarding the contract for processing purposes (according to Italian law "Decreto Legislativo 30.06.2003 no. 196 "PRIVACY CODE"). The seller has the right to transmit data to third parties (e.g. shipping company, insurance) if it is necessary to fulfill what is written in the contract .

## **11 Copyright and copies**

The Energy Analysis software is owned by the Energy Audit and is protected by Italian law on copyright according to the rules of international trademark protection and according to international treaties regarding copyright. The copy of the software is only granted to you under license, so the user does not buy the software or its source code, but only the right to use it. You may not use copies of the software for any other purposes except as expressly permitted by applicable laws. Moreover, the user cannot copy or reproduce paper material which may be purchased with the software or downloaded from the website. The Energy Audit reserves itself all rights not expressly granted in this license of use.