



# TRACTION EXCELLENCE PROGRAM

## Traction Customer Enrolment Form

### Applying TRACTION Customer Business Information

<b>Owner Name:</b>		<b>Business Phone #</b>		
<b>Store Number:</b>				
<b>Business Name:</b>				
<b>Business Street Address:</b> (No P.O. Boxes Please)				
<b>City</b>		<b>Province</b>		<b>Postal Code</b>
<b>TW DC</b>	<b>EDMONTON</b>	<b>MISSISSAUGA</b>	<b>MONTREAL</b>	<b>VANCOUVER</b>

### Subscription requirements

The TRACTION customer, as a participant of the TRACTION Excellence Program, acknowledges and agrees to the following: I have read the TRACTION Excellence subscription requirements, terms and conditions, and I agree to adhere to all of the qualifications. I acknowledge and understand that in order to have access to and use the TRACTION Excellence web sites, learning management system and learning modules requires both a minimum hardware and software configuration. I understand the subscription does not include access to these equipments and software and that I must provide both the hardware and software as detailed in the [www.tractionexcellence.ca](http://www.tractionexcellence.ca) web site described in the FREQUENTLY ASKED QUESTIONS SECTION of the site. UAP reserves the right to update or change those requirements as the technology changes over time. I understand the subscription dues and I agree to pay for these dues as billed on a per month basis for my whole year of participation. Upon my renewal of my TRACTION Excellence subscription in all subsequent years, I agree to pay the current subscription dues.

### Subscription Dues

I agree to allow UAP Inc. to bill me for the appropriate subscription dues as indicated below and I agree to promptly pay these fees. The subscription to the program entitles the TRACTION customer to have access to an online catalogue of training courses starting at the date of the signed agreement. Subscription dues are payable at the beginning of each month as per UAP's usual credit terms. The price for the subscription is \$70 per month, plus taxes.

### Renewal Process

Participation in TRACTION Excellence involves a 12-month period subscription from the date of signature. The subscription is renewed automatically after 12 months until terminated by either Party giving written notice to the other at least thirty (30) days' prior to the final date at the end of the 12-month contract.

### Authorization for Program Participation

I agree to be billed for the appropriate subscription dues associated with TRACTION Excellence and agree to allow UAP Inc. to bill my store for these dues. The parties agree that the enrolment form be transmitted by email.

\_\_\_\_\_  
Signature of Traction Customer

\_\_\_\_\_  
Name (Please print)

\_\_\_\_\_  
Date

Please email the contract with the participant sheet at [tractionexcellence@uapinc.com](mailto:tractionexcellence@uapinc.com).

# Students Registration Sheet

Job Title	Names	Language (Eng. Or Fr.)	E-mail
Owner/Manager			
Assistant Manager			
Counter persons			
Counter persons			
Counter persons			
Drivers			
Drivers			
Drivers			
Part Handler			
Part Handler			

**Others**

Job Title	Names	Language (Eng. Or Fr.)	E-mail

**PLEASE EMAIL THIS SHEET WITH THE CONTRACT AT [tractionexcellence@uapinc.com](mailto:tractionexcellence@uapinc.com)**

Please note that the Owner will receive by e-mail all passwords of his employees.

# TRACTION EXCELLENCE PROGRAM

## Terms and conditions

### **Condition precedent to participation**

In order to benefit from TRACTION Excellence, the TRACTION customer must be a good standing member of the UAP Group. Termination of association with the UAP Group, for any reason whatsoever, will automatically terminate this Agreement.

### **Copyright**

All content on the marketing web site and portal is the copyright of UAP and or CARS and is not to be redistributed, reprinted or distributed to any other persons, businesses or entities for any purpose without the written permission of UAP and CARS. Your subscription in TRACTION Excellence enables you to use the training modules, but your utilization must comply with the intended use and restriction. In addition, you acknowledge your use does not give you any claim to ownership.

### **Accuracy**

UAP Inc. cannot be held responsible for the accuracy of the content on the web site and portal.

### **Privacy**

UAP applies strict security rules and makes every reasonable commercial effort to ensure the confidentiality of the personal information it holds on the TRACTION customer and the protection thereof against loss, unauthorized access, unauthorized use, duplication or alteration. UAP Inc. ensures that these means are reasonable, given in particular, the sensitive nature of such personal information, the ultimate aim of its use, its quantity, breakdown and medium. Furthermore, UAP Inc. ensures that the personal information contained on paper is kept under lock and key, and under the responsibility of a specified individual. As for personal information contained on a computing medium, this is kept in a manner that ensures the effective and secure control thereof, and a limited access thereto.

### **Warranties**

UAP Inc. warrants that the CARS system is capable of operating in accordance with its specifications, but does not warrant that the CARS system will be uninterrupted or error free. UAP's responsibility under this warranty shall be limited to the subscription dues. Any other warranty, whether conventional, expressed or implied, is excluded.

### **Liability**

UAP Inc. is not responsible for the quality of the CARS content nor does it take responsibility for any damages caused by the information being incorrect. Any uses of the materials contained in the portal are at the TRACTION customer's own risk and peril. UAP Inc. shall not be responsible for any damages, loss of business, loss of profit or other loss, which might result from any defect in the CARS system.

### **Governing law**

The laws of the province of Quebec and of Canada shall govern this Agreement.

### **Fraud and abuse**

Printing or copying any materials including tests, images, text from the web sites and attempting to resell them, reproduce them for internal or external use, or any other non-authorized use is considered a fraud. The transmission of its password or any other personal information to another person who do not subscribe to this service is considered a fraud.

### **Termination**

This agreement can be terminated by either party with a written notice received 30-days prior to the final date on the 12-month contract and by UAP Inc. forthwith in the event the TRACTION customer breaches any terms of this Agreement or if the TRACTION customer ceases to be a Traction customer.