



VORATUS INC.

Technical Continuity Retainer

Reserved ongoing support for manufacturing, supplier, documentation, sourcing, and build-readiness decisions.

From CAD \$3,500/mo

MONTHLY RETAINER

Higher support quoted. Taxes extra.

These packages are entry points, not a menu of limits. If your project needs practical manufacturing, sourcing, supplier, documentation, assembly, serviceability, cost-reduction, or build-readiness support, Voratus will define the right scope and stay focused on the work needed to move it forward. All work remains subject to agreed scope, project suitability, and applicable service exclusions.

ONGOING TECHNICAL SUPPORT

Reserved technical continuity after the first review, sprint, or site visit.

For teams that need continuing manufacturing, supplier, documentation, sourcing, assembly, serviceability, and cost-reduction judgement while a prototype, product, supplier package, or technical project moves toward build, sourcing, or release.

ENGAGEMENT MODEL

Monthly reserved access, scoped before work begins; not unlimited hourly consulting.

BEST ENTRY POINT

Usually after a triage visit, readiness review, or supplier-ready package sprint.

BEST FIT

When the retainer makes sense

- The project is active and recurring technical decisions are slowing progress.
- Supplier comments, quotes, drawing gaps, sourcing choices, or build issues keep appearing.
- The team needs continuity instead of restarting context for every small decision.

SUPPORT FOCUS

Where Voratus stays involved

- Manufacturability, materials, wall thickness, process choice, assembly, serviceability, and inspection concerns.
- Supplier-response review, RFQ assumptions, quote red flags, procurement risk, and component substitution issues.
- Documentation gaps, drawing/BOM/specification comments, package readiness, and next-action prioritization.

INCLUDED SUPPORT

Monthly support can include:

- Priority technical access for normal project questions within the agreed scope.
- Monthly technical risk review of open issues, supplier feedback, and project changes.
- Review comments on drawings, BOMs, specifications, quotes, RFQs, photos, prototypes, and supplier notes.
- Manufacturing, sourcing, cost-reduction, assembly, packaging, serviceability, and release-readiness advice.
- Short written summary of key issues, recommendations, and next actions when useful.
- Continuity across the project so the technical context is not rebuilt from zero each time.

SUPPORT LEVELS

Quoted by project load and required availability.

Technical Continuity

From CAD \$3,500/month

Light recurring support, monthly risk review, supplier/document comments, and practical questions.

Project Support

From CAD \$7,500/month

Active project support, regular calls, deeper document review, and sourcing/build advice.

Delivery Support

Quoted after scope

Heavier involvement, site/project support, supplier-package coordination, or execution support.

NOT INCLUDED

Retainer boundaries stay explicit.

- Unlimited availability, emergency response, or open-ended project ownership.
- Full CAD production, complete drawing creation, redesign implementation, testing, or certification.
- Purchasing authority, supplier-management authority, legal/compliance sign-off, or regulated engineering.
- Unused support rollover, cash credit, or conversion into deliverables unless agreed in writing.

REVIEW BOUNDARY

Reserved support, not outsourced responsibility.

The retainer keeps Voratus available for recurring technical judgement and continuity within an agreed monthly scope. The client keeps responsibility for final decisions, releases, suppliers, purchasing, testing, compliance, and implementation.

HOW TO PROCEED

Confirm the monthly support scope before work begins.

Start with a short scope call after the triage, readiness review, or package sprint. Voratus will confirm the monthly support level, cadence, response expectations, site-visit assumptions, and exclusions before work begins.

PROJECT BRIEFS

Send context first.

info@voratus.ca

Include current package state, supplier/project stage, urgent decisions, and preferred support cadence.



VORATUS INC.

Service Terms

These terms apply to the Voratus Inc. Technical Continuity Retainer unless replaced by a signed written agreement.

Technical Continuity Retainer

FROM CAD \$3,500/MO

Monthly support. Taxes extra.

These Service Terms set the monthly support boundaries, reliance limits, exclusions, payment rules, liability limits, and acceptance terms for the retainer.

Important notice: These terms include limits on liability, client indemnity, no regulated engineering, no certification or approval, no emergency response, no third-party reliance, and limits on refund/cancellation rights.

Scope of retainer. The Technical Continuity Retainer provides reserved ongoing technical support for teams moving a prototype, product, supplier package, or technical project toward manufacturing, sourcing, build, supplier release, or market-readiness decisions. The monthly scope is limited to the accepted retainer level and written scope notes.

Business use only. The retainer is offered for business, research, product-development, industrial, or commercial project use. It is not offered as a consumer household service.

Monthly support level. The applicable support level, monthly fee, response expectations, included activities, meeting allowance, and any included site visits will be confirmed before work begins. Example levels may include Technical Continuity, Project Support, or Delivery Support. Final pricing and scope are only as stated in the accepted quotation.

Reserved access, not hourly bank. The retainer is not hourly consulting, an hourly bank, unlimited support, staff augmentation, exclusive availability, or continuous project coverage. It provides reserved technical continuity, priority access, and bounded ongoing support within the agreed monthly scope.

Allocation of support. Voratus may reasonably allocate retainer support among review, calls, markups, supplier comments, documentation comments, project-risk advice, and related technical support. Work beyond the monthly level may be declined, deferred, narrowed, or quoted separately.

Client-provided information. Voratus relies on the CAD files, drawings, BOMs, photos, notes, quotes, supplier feedback, test data, constraints, communications, and other information provided by the client. Voratus does not independently verify the accuracy, completeness, ownership, legality, safety, compliance, or suitability of client-provided or third-party information unless separately agreed in writing.

Client authority. The person approving the retainer, submitting payment, giving instructions, requesting support, or providing project materials confirms that they have authority to bind the client and any project owner, sponsor, company, lab, organization, affiliate, or participant that will use or rely on the support.

Right to provide materials. The client confirms that it has the right to provide materials to Voratus and that Voratus' use of those materials for the retainer will not infringe third-party rights, confidentiality obligations, export restrictions, or contractual restrictions.

Fees, taxes, and payment. Retainer fees are payable monthly in advance in Canadian dollars unless agreed otherwise in writing. Prices exclude applicable taxes, which are added where required. Voratus may decline to begin or continue work until payment is received.

No set-off or chargeback. The client may not withhold, set off, charge back, or deduct amounts from fees based on any alleged claim, dispute, delay, dissatisfaction, or project outcome. Overdue amounts, failed payments, chargebacks, and collection activity may result in recovery of reasonable administrative, collection, interest, legal, and enforcement costs, to the extent permitted by law.

Minimum term, renewal, and cancellation. The minimum term is the term stated in the accepted quotation. If no minimum term is stated, the retainer is month-to-month. Retainers renew monthly unless cancelled in writing before the next billing period. Amounts already paid are non-refundable once the billing period has started, except at Voratus' discretion.

Response expectations. Any response time is a business response expectation, not a guarantee of same-day resolution, completed work, supplier action, project progress, or availability outside agreed support terms. Unless agreed otherwise, response expectations apply during regular Alberta business days and exclude weekends, Alberta statutory holidays, travel interruptions, illness, outages, and circumstances outside Voratus' reasonable control.

No emergency response. The retainer is not an emergency-response, safety-critical, production-rescue, on-call maintenance, plant-support, incident-response, or 24/7 availability service. Voratus has no obligation to respond outside agreed business response expectations.

Meetings, calls, and site visits. Meetings, calls, and site visits are included only if expressly stated in the accepted retainer scope. Otherwise, they may be declined, deferred, or quoted separately. Missed calls, late cancellations, excessive meetings, travel, waiting time, site attendance, and site work may be treated as out-of-scope.

Site access and safety. For any site visit, the client is responsible for safe access, site orientation, required permissions, escorts, PPE requirements, hazardous-area controls, and compliance with site rules. Voratus does not become the prime contractor, site supervisor, safety officer, constructor, operator, or controller of the work site. Voratus may refuse or leave unsafe, unsuitable, or unauthorized site conditions.

Unused support. Unused monthly support does not roll over, accumulate, create credits, extend the retainer, or reduce future fees unless agreed in writing. The retainer reserves availability and continuity during the billing period.

Out-of-scope work. Out-of-scope work may include major redesign, CAD production, drawing packages, supplier management, procurement execution, testing, certification work, site attendance, emergency work, regulated work, implementation work, production support, or activities not included in the accepted monthly scope.

No purchasing, supplier, or agency authority. Voratus does not become the client's purchasing agent, supplier manager, project owner, engineering authority, contracting authority, manufacturer, importer, exporter, site representative, or authorized agent unless separately agreed in writing. Voratus may comment on supplier, sourcing, procurement, manufacturing, or delivery risks, but does not place purchase orders, approve invoices, bind the client, instruct suppliers, accept goods, reject goods, or bind any third party.

No stamped or regulated engineering. Voratus does not provide stamped engineering, regulated professional engineering services, authentication, permitting, code sign-off, engineering review under statute, or professional sign-off under this retainer. If licensed or specialist work appears required, Voratus may identify the likely handoff point.

No certification, approval, or guaranteed outcome. Voratus does not certify the product, approve it for manufacture, confirm compliance, guarantee manufacturability, guarantee cost savings, guarantee supplier acceptance, guarantee launch success, guarantee production success, guarantee commercial success, or replace required testing, inspection, certification, regulatory review, insurance review, safety review, or professional sign-off.

No warranty of outcome. Except for performing the agreed support with reasonable commercial care, Voratus makes no warranty, guarantee, or representation that the retainer will identify every issue, solve every problem, meet the client's requirements, achieve any intended result, reduce cost, avoid delay, secure supplier acceptance, establish manufacturability, confirm compliance, or make the product suitable for manufacture, sale, certification, or use.

Sole remedy. If Voratus' retainer support is deficient, the client's sole remedy is, at Voratus' option, reasonable correction or re-performance of the affected support, or refund of the affected monthly retainer fee. This remedy is subject to the limitation of liability in these terms.

Reliance and intended use. Voratus' advice, comments, markups, notes, calls, emails, documents, and written outputs are for the client's internal project decision-making. The client may share them with suppliers or project participants for discussion only, but no third party may rely on them without Voratus' written agreement.

No insurer of project risk. Retainer fees are based on the agreed support scope, not on the value of the client's product, property, inventory, tooling, production, launch, revenue, investment, business opportunity, or commercial risk. Voratus is not an insurer of the client's project or business outcome.

Client responsibility. The client remains responsible for all design decisions, supplier instructions, purchasing decisions, release decisions, testing, validation, compliance obligations, safety obligations, regulatory obligations, import/export obligations, commercial decisions, and final use of the product or documentation. The retainer does not transfer project ownership, design responsibility, supplier responsibility, compliance responsibility, safety responsibility, or release authority to Voratus.

Third-party suppliers. Voratus does not control third-party suppliers, manufacturers, certifiers, inspectors, laboratories, carriers, consultants, contractors, customers, investors, regulators, or their outcomes. Delays, defects, cost changes, refusals, non-performance, certification issues, supplier disputes, third-party errors, and third-party decisions remain the client's responsibility.

Confidentiality. Voratus will treat client information, project materials, communications, supplier information, and review findings as confidential and will not disclose them to third parties except as reasonably required to perform the retainer, with the client's permission, to professional advisors or insurers, or as required by law.

Intellectual property and records. The client retains ownership of its pre-existing designs, files, documents, and project materials. Voratus retains ownership of its pre-existing methods, templates, know-how, review approach, internal working materials, and general technical knowledge. Voratus may retain retainer records for reasonable business, legal, administrative, insurance, and quality-control purposes, but has no obligation to store client files permanently.

No continuous monitoring. Unless expressly included in the accepted scope, Voratus has no duty to continuously monitor the client's project, suppliers, design changes, manufacturing activity, communications, testing, compliance status, production, or use.

No duty after retainer ends. Voratus has no duty to update, monitor, correct, review, maintain, or respond to project changes after the retainer ends unless separately agreed in writing.

Suspension or termination. Voratus may suspend or terminate support for non-payment, chargebacks, missing or inaccurate information, missing authority, abusive scope expansion, unsafe use, unlawful activity, regulated work outside scope, restricted products, unsuitable project conditions, harassment, or conduct that makes continued support commercially or technically unreasonable. Suspension does not create rollover support, credits, or refunds unless Voratus agrees in writing.

Limitation of liability. To the maximum extent permitted by law, Voratus' total liability for any claim arising out of or related to the retainer is limited to the fees paid for the retainer for the monthly billing period in which the act, omission, communication, output, or event giving rise to the claim occurred. This limit applies to claims in contract, tort, negligence, negligent misrepresentation, breach of duty, warranty, indemnity, restitution, equity, statute, strict liability, fundamental breach, or otherwise.

Excluded damages. To the maximum extent permitted by law, Voratus is not liable for indirect, incidental, consequential, special, punitive, exemplary, lost-profit, lost-revenue, lost-savings, lost-opportunity, production-delay, downtime, business-interruption, supplier, launch, certification, regulatory, recall, rework, replacement, loss-of-use, data-loss, financing, overhead, reputation, or commercial losses.

No personal liability. Any claim must be brought only against Voratus Inc. No director, officer, employee, contractor, representative, advisor, subcontractor, or agent of Voratus has personal liability for any claim arising out of or related to the retainer.

Client indemnity. The client will defend, indemnify, and hold harmless Voratus, its directors, officers, employees, contractors, representatives, advisors, subcontractors, and agents against claims, losses, costs, and expenses arising from client-provided materials, inaccurate or incomplete information, unauthorized third-party reliance, external use of Voratus outputs, intellectual-property disputes, confidentiality breaches, supplier or manufacturing decisions, release decisions, unsafe use, unlawful use, regulated work outside scope, or use beyond the agreed scope.

Claim period. To the maximum extent permitted by law, any claim arising out of or related to the retainer must be started within one year after the act, omission, communication, output, or event giving rise to the claim, and in all cases within one year after the retainer ends, failing which the claim is barred.

Entire agreement and changes. These terms, together with the accepted quotation or written retainer scope, form the agreement for the retainer and override prior discussions, emails, website text, marketing statements, proposals, or informal communications about the same service. Changes must be agreed in writing.

Order of precedence. If there is a conflict, the order of precedence is: signed written agreement, accepted quotation or written scope, these Service Terms, then other written communications. Website text and marketing materials do not expand the retainer scope.

Severability and waiver. If any part of these terms is found unenforceable, the remaining terms continue to apply as far as permitted by law. Failure by Voratus to enforce a term is not a waiver of that term.

Governing law and forum. These terms are governed by the laws of Alberta, Canada. Disputes must be brought in the courts of Alberta, unless Voratus agrees otherwise in writing. Voratus may bring proceedings to collect unpaid amounts in any jurisdiction where the client is located or has assets.

Acceptance. By approving the quotation, submitting payment, giving written authorization to proceed, requesting support, attending a retainer call, or providing project materials, the client accepts these Service Terms.