



From Conception to Execution, Faster

## Blanket Purchase Order Policy

At iAutomate Consulting, we are committed to delivering competitive pricing and purchase options that meet the need of any business. This document seeks to present a clear measure of our commitment to excellence and practical business services.

### I. Definitions

- **Company** refers to IACAI LLC, doing business as iAutomate Consulting.
- **Customer** refers to the individual or entity identified on the applicable purchase order.
- **Blanket Purchase Order** means a single order placed by Customer that authorizes multiple shipments to be delivered over a defined period of time.

### II. Contract Duration

- Blanket purchase orders may span a term of **six (6) or twelve (12) months**, commencing on the date the original purchase order is issued and ending upon completion of the final delivery.
- The duration of the blanket purchase order shall not extend beyond the agreed term unless expressly approved in writing by iAutomate Consulting.
- Any request to modify delivery schedules in a manner that extends the contract term requires prior written authorization from iAutomate Consulting.

### III. Delivery Commitments

- Each planned shipment must represent no less than **ten percent (10%)** of the total blanket order quantity.
- Delivery dates may not be adjusted within **sixty (60) days** of a scheduled shipment.
- Scheduled deliveries must be taken as complete shipments and may not be divided into partial releases.
- Each scheduled delivery is eligible for **one (1) rescheduling request only**, subject to Company approval.

### IV. Cancellations, Non-Acceptance, and Pricing Adjustments

- Any cancellation will result in applicable charges for completed work, materials in process, development expenses, and inventory associated with the order.
- Items ordered under a blanket purchase agreement are **not eligible for return**.
- If Customer does not take delivery of all ordered items within the agreed contract period, iAutomate Consulting reserves the right to reassess pricing for the entire order.
  - This reassessment may apply to both shipped and unshipped items.

*IACAI LLC DBA iAutomateConsulting*

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- Revised pricing will be determined based on actual quantities delivered and remaining quantities scheduled.
- Should delivered quantities fall below the thresholds required for original volume-based pricing, unit prices may be adjusted accordingly.

## V. Limitation of Liability; Pricing Holds; Force Majeure-Type Events

- iAutomate Consulting shall not be liable for delays in performance, disruption of supply, or the inability to maintain quoted or agreed pricing where such circumstances result from events beyond its reasonable control.
- Such events may include, but are not limited to:
  - Acts of God or natural disasters;
  - War, terrorism, or civil disturbance;
  - Government actions, trade restrictions, or regulatory changes;
  - Political instability or geopolitical events;
  - Economic conditions such as inflation, currency fluctuation, or market volatility;
  - Global or regional supply-chain disruptions, material shortages, or labor constraints.
- iAutomate Consulting shall not be deemed at fault for any inability to honor pricing holds or fixed pricing commitments where such events materially increase costs or affect availability.
- In no event shall iAutomate Consulting be liable for any indirect, incidental, consequential, special, or lost-profit damages arising out of or related to any blanket purchase order.
- iAutomate Consulting's total liability, if any, shall be limited to the amount paid by Customer for the specific goods or services directly giving rise to the claim.

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## VI. Governing Law

- This Blanket Purchase Order Policy, and any agreement or dispute arising from it, shall be **governed by and construed in accordance with the laws of the State of Arizona**, without regard to conflicts-of-law principles.