



From Conception to Execution, Faster

TERMS AND CONDITIONS OF SALE

Binding Terms

These Terms and Conditions (“Terms”) govern all orders for goods and services from IACAI, LLC dba (“iAutomate Consulting”). By conducting business with iAutomate Consulting, you acknowledge and agree to be bound by these Terms in their entirety.

Acceptance

Quotations provided by IACAI, LLC (“iAutomate Consulting”) are not considered offers. Orders are only binding upon iAutomate Consulting following (i) receipt of the Buyer’s written purchase order referencing these Terms without qualification, and (ii) written acceptance of such order from iAutomate Consulting. The exclusive terms of sale are those outlined herein and in iAutomate Consulting’s written acceptance. Conflicting or additional terms from the Buyer shall have no effect. iAutomate Consulting may amend design, methods of construction, materials, or auxiliary equipment at its discretion, without obligation to previous buyers.

Payment & Price Adjustments

Unless otherwise specified, (i) all prices are **FCA Buyers Facility**, and (ii) payment terms are Net 30 days. Late payments bear interest at the lesser of 20% per annum or the maximum lawful rate. Prices exclude taxes unless stated; applicable taxes will be added if collected by iAutomate Consulting. If taxes are later required, Buyer agrees to remit payment to iAutomate Consulting or directly to the authority as requested. Reasonable progress payments may be required. Changes in specifications or delivery may affect pricing. Pricing and shipping costs are subject to change until shipment. All credit card payments incur a 2–3% processing fee based on current processing rates.

Import Duties, Tariffs, and Related Charges

Buyer is solely responsible for all costs associated with the importation of any Goods into the United States or any other destination country, including without limitation all tariffs, customs duties, import taxes, brokerage fees, clearance charges, and any other governmental assessments. Such amounts are not included in quoted pricing unless expressly stated in writing by iAutomate Consulting. Buyer shall indemnify and hold iAutomate Consulting harmless from any liability, penalty, or expense arising from Buyer’s failure to pay such amounts.

Delivery

Specified delivery dates are contingent upon timely receipt of necessary data and materials from Buyer. iAutomate Consulting is not liable for delays due to circumstances beyond its control, including but not limited to war, governmental actions, natural disasters, labor issues, material shortages, or

IACAI LLC DBA iAutomateConsulting

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transportation difficulties. Acceptance of products upon delivery waives claims for delay-related loss or damage.

Installation

Unless otherwise agreed in writing, Buyer is responsible for installation and related expenses. If installation assistance is requested, charges will follow iAutomate Consulting's standard policy, including labor and travel costs, which Buyer agrees to pay.

Risk of Loss

Title and risk of loss transfer to Buyer upon tender to the carrier at iAutomate Consulting's facility, regardless of shipment method.

Items Furnished by Buyer

All data, materials, and equipment supplied or procured for Buyer must be delivered F.O.B. iAutomate Consulting's facility at no cost to iAutomate Consulting, with return costs borne by Buyer. Buyer is also responsible for crating and delivery expenses related to samples and parts.

Limited Warranty

Except as noted, products identified on quotations:

- (i) Are warranted against defects in workmanship, materials, and construction for ninety days from shipment,
- (ii) Will comply with Buyer's written, acknowledged specifications.

Warranty excludes: non-iAutomate Consulting manufactured parts, improper handling/installation, failure to comply with iAutomate Consulting recommendations, products made to Buyer specifications, environmental damage, unauthorized alteration/modification, production/output matters, and safety features/specifications. Warranty applies only to original Buyer.

OEM Warranty

Products not covered by iAutomate Consulting's warranty may qualify for OEM warranty. iAutomate Consulting will assist with OEM coverage upon request.

Repair of Defects

For material breaches of limited warranty, iAutomate Consulting will attempt remedy within a reasonable timeframe; if unsuccessful, may elect to replace products or refund the purchase price.

Exclusive Remedies / No Consequential Damages

The remedies described above are Buyer's sole and exclusive recourse for breach of limited warranty. Under no circumstances will iAutomate Consulting be liable for consequential, incidental, direct, indirect, general, or special damages relating to sale, use, or operation of products.



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Claims

Buyer must notify iAutomate Consulting in writing of shortages within ten (10) days of delivery and of other claims within thirty (30) days of delivery or discovery of warranty breaches within the warranty period.

Patents

For products manufactured from Buyer-supplied designs, Buyer shall indemnify and defend iAutomate Consulting from all claims relating to infringement of intellectual property rights.

Confidentiality & Proprietary Information

All technical information furnished by iAutomate Consulting remains its property and must not be disclosed except as authorized. Upon request, Buyer must return all tangible information and reproductions. Buyer may not publicize its relationship with iAutomate Consulting without prior written consent. Quotes are confidential and proprietary.

Financial Insecurity

If iAutomate Consulting doubts Buyer's financial security, it may require advance payment or satisfactory security before making shipments. Delivery may be deferred in case of Buyer's breach until resolved.

Cancellation

Buyer's cancellation is permitted only if iAutomate Consulting materially breaches the agreement or consents in writing. On approved cancellations, Buyer must compensate iAutomate Consulting for incurred costs up to the cancellation date.

Returns

Goods may only be returned with iAutomate Consulting's written consent, subject to restocking and related fees.

Assignment

Buyer may not assign rights or obligations without iAutomate Consulting's written consent; unauthorized assignments are void ab initio.

Remedies

iAutomate Consulting's warranties and remedies are cumulative and do not constitute waiver of any provisions. Buyer's remedies are limited to the relevant order price.



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Jurisdiction & Process Agent

Buyer irrevocably submits to jurisdiction in Arizona courts in Pinal County regarding product disputes, waiving inconvenient forum defenses. Judgments may be enforced in other jurisdictions.

Expenses & Attorney's Fees

Buyer agrees to pay all costs and legal fees incurred by iAutomate Consulting resulting from breach or inaccuracies in Buyer's representations.

Compliance with Laws

Buyer affirms that placing an order does not violate any law and that fulfillment by iAutomate Consulting will be lawful.

Entire Agreement

This agreement constitutes the complete and exclusive understanding between the parties. Changes are only valid if signed by both parties. Additional terms proposed by Buyer are rejected unless expressly accepted in writing.

Waiver

No right under this agreement is waived unless documented in writing and signed. Waivers apply only to specific instances.

Governing Law

This agreement shall be governed by the laws of the State of Arizona.

Severability

If any provision is found unenforceable, all other provisions remain effective.

Blanket Orders

Blanket Orders are subject to iAutomate Consulting's Blanket Order Policy.

For questions or concerns contact:

Noah A. Weiss

Owner & Consultant

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