

Purchase Order Terms and Conditions
PIA Automation Canada Inc.
Version 10.06.2026

1. Agreement and Acceptance

These Terms and Conditions, together with the Purchase Order (“PO”), form the entire agreement between PIA Automation Canada (“Buyer”) and the supplier (“Supplier”) for the purchase of goods and/or services (“Supplies”).

The PO constitutes Buyer’s offer and shall be accepted by Supplier within three (3) business days of receipt of the PO. The PO becomes binding upon the earlier of Supplier’s written acceptance, commencement of work, or delivery of any Supplies.

If Supplier does not reject the PO in writing within such period, the PO shall be deemed accepted without modification. Any terms proposed by Supplier that differ from or add to these Terms are rejected unless expressly agreed to in writing by Buyer.

2. Pricing and Payment

All prices are firm and include all applicable costs, including packaging, transportation, duties, and taxes unless otherwise stated in the PO.

Payment terms shall be as specified in the PO and will commence upon receipt of a correct invoice and conforming Supplies. Buyer reserves the right to withhold payment for any non-conforming Supplies. Payment shall not constitute acceptance of the Supplies.

3. Delivery and Performance

Time is of the essence. Supplier shall deliver the Supplies in accordance with the quantities and delivery dates specified in the PO.

Supplier shall immediately notify Buyer of any actual or potential delay. In the event of delay, Buyer may, at its option, cancel the PO in whole or in part or procure substitute supplies from an alternative source, and Supplier shall be responsible for any reasonable and documented additional costs.

If agreed in the PO or project documentation, Buyer may apply reasonable liquidated damages for delay, reflecting anticipated losses, provided such damages are not punitive and are capped at a commercially reasonable level.

4. Inspection and Acceptance

All Supplies are subject to inspection and acceptance by Buyer at destination or upon completion of services. Buyer may reject any Supplies that do not conform to the PO.

Acceptance, inspection, or payment shall not relieve Supplier of its obligations or waive any rights of Buyer. Rejected Supplies shall be returned or corrected at Supplier’s cost and risk.

5. Warranty

Supplier warrants that all Supplies:

- conform to specifications, drawings, and agreed requirements;
- are free from defects in material and workmanship;
- are fit for the intended purpose known to Supplier;
- comply with all applicable laws and standards.
- are free from any third-party rights

The warranty period shall be the later of twelve (12) months from commissioning or eighteen (18) months from delivery.

Supplier shall promptly repair, replace, or refund defective Supplies at no cost to Buyer, including all related costs (transport, labor, reinstallation).

6. Intellectual Property and Licensing

Supplier retains ownership of its pre-existing intellectual property. However, Supplier grants Buyer a non-exclusive, worldwide, royalty-free, perpetual, and transferable license to use any intellectual property incorporated in or required for the use, operation, maintenance, or repair of the Supplies.

This license includes the right for Buyer and its customers to operate, maintain, modify, and service the Supplies without restriction.

Supplier further warrants that the Supplies do not infringe any third-party intellectual property rights and agrees to indemnify Buyer and its customers against any related claims.

7. Liability and Indemnification

Supplier shall be liable for all direct damages, costs, and losses arising from its breach of the PO, including delays, defects, or non-compliance.

Supplier agrees to indemnify and hold harmless Buyer and its customers from all claims, damages, and expenses arising out of:

- defective or non-conforming Supplies
- personal injury or property damage
- infringement of intellectual property rights
- Supplier's negligence or misconduct

8. Changes

Buyer may request changes to the scope, specifications, quantities, or delivery schedule. Any such changes shall be agreed in writing, including any adjustment to price or timing.

9. Confidentiality

Supplier shall keep confidential all technical, commercial, and other information received from Buyer and shall use such information solely for the performance of the PO. This obligation shall survive completion or termination of the PO.

10. Compliance with Laws

Supplier shall comply with all applicable laws and regulations, including those relating to health and safety, environmental protection, labor, and import/export controls.

Supplier shall provide all necessary documentation required for customs, origin, and regulatory compliance.

11. Termination

Buyer may terminate the PO for convenience upon written notice. In such case, Buyer shall pay for work properly performed up to the date of termination.

Buyer may terminate the PO immediately for cause, including Supplier's breach, insolvency, or failure to perform. In such case, Supplier shall be responsible for any reasonable and documented additional costs incurred by Buyer in procuring substitute supplies.

12. Force Majeure

Neither party shall be liable for failure to perform due to events beyond its reasonable control, provided prompt notice is given. The affected party shall use reasonable efforts to mitigate the impact. If such event continues for more than thirty (30) days, Buyer may terminate the PO.

13. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the province of Ontario, Canada.

14. General Provisions

This Agreement constitutes the entire agreement between the parties and supersedes all prior communications. Any amendments must be in writing and signed by Buyer.

If any provision is found invalid or unenforceable, the remaining provisions shall remain in full force and effect.

The parties are independent contractors, and nothing in this Agreement creates a partnership or agency relationship.