

Purchase Order Terms and Conditions

Goods

1. Acceptance of Purchase Order

By accepting this Purchase Order ("PO"), the Vendor agrees to supply goods or services to Archmill House Inc. ("Archmill") as specified in the PO. The Vendor's acceptance is confirmed upon the earlier of: (a) delivery of goods or services, or (b) written acknowledgment of the PO.

2. Price and Payment Terms

The price specified in the PO is fixed and includes all costs, unless otherwise agreed with change order on the purchase order. Archmill will pay the Vendor in accordance with the agreed payment terms, that are specified on the purchase order, typically within three (3) business days from the purchase order payment due date.

3. Return to Vendor unpaid invoices

To ensure efficient processing by our AI software, all invoices must adhere to the provided template and match the PO accurately. Any inconsistencies will result in the invoices being returned to the vendor unprocessed and/or rejected in the system. Vendors are required to submit their invoice template along with the new vendor creation form. Archmill reserves the right to request changes to the invoice template to ensure seamless AI software processing.

4. Delivery

The Vendor agrees to deliver the goods or complete the services by the date specified in the PO. Archmill reserves the right to reject goods or services delivered late or not in compliance with the PO. Delivery terms are International Commercial Terms ("Incoterms") unless otherwise agreed.

5. Risk and Title

Risk of loss or damage to the goods passes to Archmill upon delivery to the agreed location. The title to the goods passes to Archmill upon full payment and subject to quality.

6. Inspection and Acceptance

Archmill will inspect the goods upon delivery. If any goods are found to be damaged, defective, or not conforming to the PO, Archmill may, at its sole discretion, return the goods at Vendor's expense, request a replacement, or seek a refund. The supplier will remove rejected goods at their expense within 48 hours of notification.

7. Warranty

The Vendor warrants that the goods are free from defects in material and workmanship and comply with all applicable specifications, standards, and laws. This warranty is valid for six months after delivery. In the event of a defect, the Vendor will repair or replace the goods at no additional charge to Archmill.

8. Changes or Cancellations

Archmill may request changes to the goods or services at any time before delivery. If any changes result in a price increase or delay, the Vendor must notify Archmill and seek written approval. Archmill may cancel the PO at any time prior to shipment, with notice to the Vendor, and the Vendor will be entitled to payment for goods already delivered or services rendered.

9. Confidentiality

Both parties agree to maintain the confidentiality of any proprietary or confidential information disclosed during the course of fulfilling this PO. This obligation shall survive the termination or completion of the PO.

10. Indemnification

The Vendor agrees to indemnify, defend, and hold harmless Archmill from any claims, damages, or liabilities arising out of the Vendor's breach of the PO, negligent actions, or failure to comply with applicable laws and regulations.

11. Force Majeure

Neither party will be held liable for failure to perform its obligations under this PO if such failure is due to circumstances beyond its reasonable control, including but not limited to acts of God, war, terrorism, labor disputes, or government regulations.

12. Change of Law or Tariffs

In the event of any change in applicable laws, regulations, tariffs, or duties, or the imposition of new tariffs or taxes that materially affect the price, delivery, or performance of the goods or services under this PO, the affected party shall promptly notify the other party. The parties agree to negotiate in good faith to adjust the terms of this PO, including but not limited to the price or delivery schedule, to reflect the impact of such changes. If the parties are unable to agree on an adjustment within fifteen (15) business days from the date of notification, either party may terminate this PO by providing written notice to the other party, with no further liability except for any obligations accrued to termination.

13. Governing Law and Dispute Resolution

This PO shall be governed by, and construed in accordance with, the laws of the Province of Ontario, and the laws of Canada applicable therein, without regard to its conflict of laws principles. Canada. Any disputes arising out of or relating to this PO shall be resolved through arbitration in Ontario, Canada, and the decision will be final and binding on both parties.

14. Limitation of Liability

In no event will either party be liable for any indirect, incidental, special, or consequential damage arising from or in connection with the PO. The total liability of either party for any claims under the PO will not exceed the total value of the PO.

15. Assignment

Neither party may assign or transfer its rights or obligations under this PO without the prior written consent of the other party, except in the case of an assignment to an affiliate or in connection with a merger or sale of substantially all assets.

16. Entire Agreement

This PO, along with any referenced documents or attachments, constitutes the entire agreement between the parties and supersedes all prior agreements, understandings, or communications related to the subject matter of this PO.

17. Severability

If any provision of this PO is found to be invalid or unenforceable, the remaining provisions will remain in full force and effect.