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Introduction and Parties

Introduction

This Supply Agreement (the "Agreement") is made and entered into as of January 1, 2024.

Parties

This Agreement is between Docupal Demo, LLC, a company organized under the laws of the United States, with its principal place of business at 23 Main St, Anytown, CA 90210 ("Supplier"), and Acme, Inc, also known as ACME-1, a business organized under the laws of the United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070 ("Purchaser").

Purpose

The purpose of this Agreement is to set forth the terms and conditions under which Supplier will supply certain products, specifically electronic components, to Purchaser. This includes product specifications, pricing, delivery terms, acceptance procedures, warranties, and other essential provisions governing the supply relationship.

Products and Specifications

DocuPal Demo, LLC will supply ACME-1 with high-quality electronic components. These components must adhere to industry standards. Specific details for each product are in Exhibit A.

Quality and Technical Requirements

All electronic components provided must meet or exceed the technical specifications. These specifications are detailed in Exhibit A. DocuPal Demo, LLC guarantees that all products will conform to these standards. ACME-1 reserves the right to inspect the components upon delivery. Any discrepancies must be reported within ten (10) business days.



Prototypes and Samples

Prototypes of certain electronic components have been provided to ACME-1. These prototypes serve as benchmarks for quality and functionality. Further details and descriptions of the prototypes are available in Exhibit B. The final delivered products must match the approved prototypes in all material respects.

Price and Payment Terms

Pricing

The price for the electronic components supplied under this Agreement will be a fixed price per unit. The specific prices for each component are detailed in **Exhibit C**, which is attached to and forms part of this Agreement.

Payment Terms

ACME-1 will pay Docupal Demo, LLC within thirty (30) days of the invoice date. Payments can be made via ACH transfer or wire transfer to the account specified on the invoice.

Late Payment

Late payments will incur a penalty of 1.5% per month on the outstanding balance. This penalty will be applied starting from the day following the due date.

Invoicing

Docupal Demo, LLC will issue invoices to ACME-1 upon shipment of the electronic components. Each invoice will include the following information:

- Invoice number
- Date of invoice
- ACME-1's purchase order number
- Description of the electronic components
- Quantity shipped
- Unit price
- Total amount due



- Payment terms
- Bank details for ACH/Wire transfer

All prices are denominated in United States Dollars (USD).

Delivery and Acceptance

Delivery Schedule

DocuPal Demo, LLC will deliver the products to ACME-1 within thirty (30) days of receiving a valid purchase order. The specific delivery schedule for each order will be as detailed in **Exhibit D**. DocuPal Demo, LLC will use commercially reasonable efforts to meet the delivery dates outlined in Exhibit D.

Shipping and Risk of Loss

ACME-1 is responsible for all shipping costs associated with the delivery of the products. The risk of loss or damage to the products will transfer to ACME-1 upon delivery at the designated shipping location. Until delivery, DocuPal Demo, LLC bears the risk of loss.

Acceptance

Upon receipt of the products, ACME-1 has fifteen (15) days to inspect the products and determine whether to accept or reject them. ACME-1 will provide written notice to DocuPal Demo, LLC of any rejection of products due to non-conformity with the specifications outlined in this Agreement. The rejection process will follow the guidelines detailed in **Section 7** of this Agreement. If ACME-1 fails to provide notice of rejection within the fifteen (15) day inspection period, the products will be deemed accepted.

Quality Assurance and Warranties

DocuPal Demo, LLC will monitor and control the quality of the products supplied to ACME-1 according to the statistical process control methods detailed in Exhibit E.



Product Warranty

DocuPal Demo, LLC warrants to ACME-1 that all products delivered under this Supply Agreement will be free from defects in materials and workmanship for a period of one (1) year from the date of delivery.

Remedies for Defects

If any product fails to meet the quality standards or is found to be defective during the warranty period, ACME-1's sole and exclusive remedy will be one of the following, at DocuPal Demo, LLC's discretion:

- **Replacement:** DocuPal Demo, LLC will replace the defective product with a new or refurbished product of equal or better quality.
- **Refund:** DocuPal Demo, LLC will refund the purchase price paid by ACME-1 for the defective product.

To claim a remedy, ACME-1 must notify DocuPal Demo, LLC of the defect within the warranty period and provide reasonable evidence of the defect. DocuPal Demo, LLC may require ACME-1 to return the defective product for inspection. ACME-1 is responsible for the shipping costs associated with returning the defective product, unless otherwise agreed in writing.

This warranty does not apply to defects caused by:

- Improper use or handling
- Accident or neglect
- Unauthorized modification or repair
- Normal wear and tear

Liabilities and Indemnification

Limitation of Liability

Docupal Demo, LLC's liability to ACME-1 arising out of or related to this Agreement, whether in contract, tort, or otherwise, will not exceed the total value of the applicable order giving rise to the claim. This limitation applies to any damages or losses incurred by ACME-1, regardless of the basis of the claim.



Exceptions

Docupal Demo, LLC will not be liable for any damages, losses, or expenses arising from ACME-1's misuse or improper handling of the supplied electronic components. This includes, but is not limited to, damages resulting from ACME-1's negligence, improper installation, or failure to adhere to Docupal Demo, LLC's specifications and guidelines.

Indemnification

ACME-1 agrees to indemnify, defend, and hold harmless Docupal Demo, LLC, its officers, directors, employees, and agents from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to ACME-1's breach of this Agreement, its use of the supplied electronic components, or its negligence or willful misconduct. The procedures for handling indemnity claims are outlined in Section 9 of this Agreement.

Confidentiality

Both DocuPal Demo, LLC and ACME-1 agree to protect each other's confidential information. This includes pricing, technical specifications, and customer data.

Scope of Confidential Information

Confidential information covers any data shared during this Supply Agreement. It also includes information that one party should reasonably understand to be confidential.

Permitted Disclosures

Disclosure of confidential information is allowed to legal counsel. Disclosure is also permitted if required by law. The party must provide prompt notice of any legally compelled disclosure, if permissible.



Duration of Confidentiality

The obligations of confidentiality survive for five years after the termination of this Supply Agreement.

Intellectual Property Rights

DocuPal Demo, LLC retains all right, title, and interest in and to its intellectual property. This includes all products and deliverables provided to ACME-1 under this Supply Agreement.

Ownership

DocuPal Demo, LLC owns all intellectual property rights associated with the design, development, and production of the electronic components.

License Grant

ACME-1 receives a limited, non-exclusive license. This license allows ACME-1 to use the supplied products only for their intended purpose. This license does not grant ACME-1 any ownership or rights to modify, reverse engineer, or create derivative works.

Pre-Existing IP

Each party retains ownership of its pre-existing intellectual property rights. Section 11 further describes the protection of these pre-existing IP rights. This agreement does not transfer ownership of any pre-existing intellectual property.

Force Majeure

Definition

Neither DocuPal Demo, LLC, nor ACME-1 will be liable for any failure to perform its obligations under this Agreement when such failure is due to a Force Majeure Event. A Force Majeure Event means any event beyond a party's reasonable control. This



includes, but is not limited to, natural disasters such as floods, earthquakes, or storms; acts of war, terrorism, or civil unrest; and government regulations or orders.

Notification

If a Force Majeure Event occurs, the affected party must notify the other party promptly. Notification must be done via certified mail and email. The notice should describe the event and its expected duration.

Consequences

The obligations of the affected party will be suspended to the extent and for the duration of the Force Majeure Event. The party will make reasonable efforts to mitigate the effects of the Force Majeure Event and resume performance as soon as reasonably practicable. If the Force Majeure Event continues for more than ninety (90) days, either party may terminate this Agreement upon written notice to the other party.

Term and Termination

This Agreement will begin on August 9, 2025 and continue for an initial term of two (2) years.

Renewal

Following the initial term, this Agreement will automatically renew for additional one (1) year terms. Either party can prevent automatic renewal by providing written notice of termination at least ninety (90) days before the end of the current term.

Termination

DocuPal Demo, LLC may terminate this Agreement if ACME-1 materially breaches its obligations, becomes insolvent, or fails to meet agreed-upon quality standards. ACME-1 has the same rights to terminate based on DocuPal Demo, LLC's breach, insolvency, or failure to meet agreed upon standards.



Dispute Resolution

The parties will try to resolve any disputes relating to this Agreement as described in Section 14, Escalation.

Binding Arbitration

If we can't resolve a dispute through good faith negotiation, the parties agree to settle it by binding arbitration. The arbitration will be administered by a mutually agreed upon arbitration service. If the parties cannot agree on an administrator, the American Arbitration Association will be used. The arbitrator's decision will be final and binding. It can be entered as a judgment in any court that has jurisdiction.

Governing Law and Jurisdiction

The laws of the State of Delaware govern this Agreement. Any arbitration or legal action relating to this Agreement will take place in Delaware. The parties consent to jurisdiction and venue in those courts.

Compliance and Regulatory Requirements

DocuPal Demo, LLC and ACME-1 must comply with all applicable federal, state, and local laws and regulations. This includes adherence to relevant industry-specific regulations.

Environmental Compliance

Both parties warrant that all supplied electronic components will meet the requirements of Restriction of Hazardous Substances (RoHS) and Registration, Evaluation, Authorisation and Restriction of Chemicals (REACH) regulations. DocuPal Demo, LLC will provide compliance documentation upon ACME-1's request.



Breach of Compliance

If either party breaches any compliance requirements outlined in this agreement, they must promptly develop and implement a remediation plan to address the non-compliance. Failure to adequately remediate the breach may result in the termination of this agreement.

Notices and Communications

All notices and other communications regarding this Supply Agreement must be in writing.

Methods of Delivery

Notices will be considered duly given when delivered by certified mail or email.

Contact Information

For DocuPal Demo, LLC:

- Email: legal@docupaldemo.com
- Address: 23 Main St, Anytown, CA 90210, United States

For ACME-1:

- Email: legal@acmeinc.com
- Address: 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA

Effective Date

The effective date of receipt of any notice will be three (3) business days after the date of sending.



Miscellaneous Provisions

Amendments

This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Docupal Demo, LLC and ACME-1.

Assignment

Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.

Severability

If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. The parties will negotiate in good faith to replace the invalid or unenforceable provision with a valid provision that achieves the original intent of the parties as closely as possible.

Entire Agreement

This Agreement constitutes the entire agreement between Docupal Demo, LLC and ACME-1 with respect to the subject matter hereof and supersedes all prior or contemporaneous communications and proposals, whether oral or written, between the parties with respect to such subject matter. No other agreements, promises, or representations, unless expressly contained herein, shall be binding on either party.

Signatures and Execution

This Supply Agreement is effective as of the date of last signature and made by and between DocuPal Demo, LLC and Acme, Inc.



Execution

This Agreement shall be considered duly executed when signed by the authorized representatives of both parties.

DocuPal Demo, LLC

Signature:	
Name:	John Smith
Title:	
Date:	[Date to be added]

DocuPal Demo, LLC, a United States company, has executed this Supply Agreement through its duly authorized representative, indicating their agreement to the terms and conditions outlined herein. This signature confirms DocuPal Demo, LLC's commitment to fulfilling its obligations as the supplier under this agreement.

Acme, Inc

Signature:	
Name:	Jane Doe
Title:	
Date:	[Date to be added]

Acme, Inc, a United States company, has executed this Supply Agreement through its duly authorized representative, indicating their agreement to the terms and conditions outlined herein. This signature confirms Acme, Inc's commitment to fulfilling its obligations as the purchaser under this agreement.

