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# Introduction and Parties

## Introduction

This International Sales Contract (the "Contract") is made and effective as of January 1, 2024.

## Parties

### Seller

DocuPal Demo, LLC, a company organized and existing under the laws of the United States, with its principal place of business at 23 Main St, Anytown, CA 90210 ("Seller").

### Buyer

Acme, Inc ("ACME-1"), a business organized and existing under the laws of the United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA ("Buyer").

### Purpose

This Contract sets forth the terms and conditions for the sale and purchase of electronic components by Seller to Buyer.

## Product Specifications and Quality Standards

The products being sold under this International Sales Contract are electronic components. The exact descriptions and specifications for these components are detailed in Appendix A, which is incorporated by reference into this contract.



## Quality Standards

All electronic components supplied by DocuPal Demo, LLC shall conform to industry standard IPC-A-610 Class II. This standard covers acceptability of electronic assemblies. DocuPal Demo, LLC will ensure that the products meet or exceed these quality requirements.

## Packaging and Labeling

To prevent damage during shipping and handling, the electronic components must be packaged according to the following requirements:

- The packaging must provide adequate protection against electrostatic discharge (ESD). This may include the use of antistatic bags, foam, or other appropriate materials.
- Each package must be clearly labeled with the following information:
  - Product number
  - Date code
- All packaging materials must be new and suitable for international shipping.
- ACME-1 retains the right to specify additional packaging requirements with reasonable prior notice to DocuPal Demo, LLC.

## Terms of Sale and Pricing

The total purchase price for the electronic components, as detailed in this agreement, is USD \$100,000. All transactions will be conducted in United States Dollars (USD).

## Payment Terms

ACME-1 will remit payment to Docupal Demo, LLC within thirty (30) days from the date of invoice. The accepted method of payment is wire transfer. Detailed wire transfer instructions will be provided on each invoice.

## Taxes

Prices quoted are exclusive of all sales, use, excise, and other taxes or governmental charges. ACME-1 shall be responsible for the payment of all applicable taxes and fees associated with this transaction. If Docupal Demo, LLC is required to collect any



such taxes, the amount will be added to the invoice and remitted to the appropriate taxing authority.

## Invoicing

Invoices will be issued by Docupal Demo, LLC upon shipment of the electronic components. Each invoice will clearly state the invoice number, date of issue, a detailed description of the components, the quantity shipped, the unit price, and the total amount due. Invoices will be sent electronically to the designated contact at ACME-1.

## Late Payments

Late payments will be subject to a late payment charge of 1.5% per month, or the highest rate permitted by applicable law, whichever is lower, calculated from the date the payment was originally due until the date payment is received by Docupal Demo, LLC. Docupal Demo, LLC reserves the right to suspend shipment of further orders in the event of late payment.

# Delivery and Shipping Terms

DocuPal Demo, LLC will deliver the electronic components to ACME-1 under Delivery Duty Paid (DDP) terms, Incoterms 2020. The delivery address is 3751 Illinois Avenue, Wilsonville, Oregon, 97070, USA. DocuPal Demo, LLC bears all costs and risks associated with the shipment, including insurance.

## Shipment and Insurance

DocuPal Demo, LLC is responsible for arranging and paying for shipment of the electronic components to the specified delivery location. This includes all freight charges, export and import duties, taxes, and any other related expenses. DocuPal Demo, LLC will also obtain and maintain adequate insurance coverage to protect against loss or damage to the goods during transit.



## Delivery Timeline

DocuPal Demo, LLC will make commercially reasonable efforts to deliver the electronic components within the agreed-upon timeframe specified in *Appendix A: Product Specifications and Delivery Schedule*. ACME-1 acknowledges that delivery dates are estimates and may be subject to delays due to unforeseen circumstances, such as transportation disruptions or force majeure events. DocuPal Demo, LLC will promptly notify ACME-1 of any anticipated delays.

## Mode of Transport

DocuPal Demo, LLC will determine the appropriate mode of transport for the electronic components, considering factors such as cost, speed, and security. DocuPal Demo, LLC will comply with all applicable laws and regulations regarding the transportation of goods.

## Transfer of Risk

The risk of loss or damage to the electronic components transfers from DocuPal Demo, LLC to ACME-1 upon delivery to the designated address at 3751 Illinois Avenue, Wilsonville, Oregon, 97070, USA. ACME-1 is responsible for inspecting the goods upon arrival and reporting any discrepancies or damages to DocuPal Demo, LLC within *[Insert Number]* business days.

# Payment Terms and Conditions

ACME-1 will pay DocuPal Demo, LLC for the products detailed in this contract according to the terms outlined below.

## Payment Method

All payments must be made via wire transfer to the account specified on DocuPal Demo, LLC's invoice.

## Payment Schedule

Payment is due net 30 days from the invoice date. The invoice date will be the date the products ship. ACME-1 is responsible for ensuring timely payment.





## Late Payment

A late payment penalty of 1.5% per month will be applied to any outstanding balance not paid within the net 30-day period. This penalty will be calculated from the original invoice date. Continued failure to remit payment may result in suspension of services and legal action.

## Currency

All payments must be made in United States Dollars (USD), the base currency of DocuPal Demo, LLC. ACME-1 is responsible for any currency conversion fees or bank charges associated with the wire transfer.

# Customs, Import/Export Compliance

Acme, Inc. is the importer of record and will be responsible for customs clearance of the electronic components at the point of entry into the United States. This includes providing all necessary documentation and information to customs authorities.

## Import and Export Licenses and Permits

DocuPal Demo, LLC will obtain and maintain all required export licenses and permits necessary for the legal export of the products from the United States. Acme, Inc. will be responsible for obtaining and maintaining all import permits required for the legal import of the products into the United States. Both parties will cooperate fully to provide all information required by the other to obtain necessary licenses and permits.

## Import and Export Duties and Taxes

DocuPal Demo, LLC will be responsible for all export duties, taxes, and fees associated with the export of the products from the United States. Acme, Inc. will be responsible for all import duties, taxes, and fees associated with the import of the products into the United States. This includes, but is not limited to, tariffs, value-added taxes (VAT), and any other applicable charges levied by government authorities.



## Regulatory Compliance

Each party warrants that it will comply with all applicable laws, rules, and regulations relating to the import and export of the products. This includes, but is not limited to, regulations concerning product safety, labeling, and documentation. Both parties agree to provide the other with any information or assistance reasonably requested to ensure compliance with all applicable laws and regulations.

## Warranties and Guarantees

DocuPal Demo, LLC warrants that the electronic components sold to ACME-1 will be free from defects in material and workmanship. This warranty remains effective for a period of one year from the date of delivery.

### Warranty Coverage

This warranty covers defects that arise under normal use and service. It applies only to the original purchaser, ACME-1. The warranty is valid only if the electronic components have been properly installed and used in accordance with the applicable instructions and specifications.

### Available Remedies

If the electronic components do not conform to this warranty, DocuPal Demo, LLC will, at its option, repair or replace the defective components. As an alternative to repair or replacement, DocuPal Demo, LLC may elect to refund the purchase price of the defective components. The choice of remedy will be at the sole discretion of DocuPal Demo, LLC.

### Warranty Exclusions

This warranty does not cover damage resulting from:

- Misuse, neglect, or accident
- Improper installation or maintenance
- Unauthorized modification or repair
- Normal wear and tear
- External causes such as acts of nature





This warranty is in lieu of all other warranties, express or implied, including any warranty of merchantability or fitness for a particular purpose. DocuPal Demo, LLC will not be liable for any incidental or consequential damages arising from the use of the electronic components.

## Force Majeure

DocuPal Demo, LLC and ACME-1 will not be liable for any failure or delay in performance of their obligations under this International Sales Contract. This applies if such failure or delay is due to unforeseeable events beyond their reasonable control.

### Qualifying Events

Such events include, but are not limited to:

- Acts of God
- War
- Terrorism
- Government regulations
- Labor strikes

### Notification

If a force majeure event occurs, the affected party must notify the other party in writing. This notice must be given within ten (10) days of the event's occurrence.

### Obligations

During the period that the force majeure event continues, both DocuPal Demo, LLC and ACME-1's obligations will be suspended. Performance will resume once the force majeure event has ceased.

## Confidentiality

This agreement requires both DocuPal Demo, LLC and ACME-1 to protect each other's confidential information. Confidential information includes, but isn't limited to, pricing details, technical specifications of the electronic components, and



customer data.

## Handling of Confidential Information

Both parties must handle confidential information with utmost care. This includes maintaining secure storage and restricting access to only those employees or agents who require the information to fulfill their obligations under this contract. Under no circumstances shall either party disclose confidential information to third parties without prior written consent from the disclosing party.

## Breach of Confidentiality

Any breach of this confidentiality clause may result in significant damages. The disclosing party will be entitled to seek monetary damages to compensate for losses incurred as a result of the breach. Additionally, the disclosing party may pursue injunctive relief to prevent further unauthorized disclosure or use of the confidential information.

# Dispute Resolution and Governing Law

## Dispute Resolution

Any dispute, controversy, or claim arising out of or relating to this International Sales Contract, or the breach, termination, or invalidity thereof, shall be resolved through binding arbitration. The arbitration shall take place in New York City, New York.

The arbitration shall be administered by a recognized arbitration organization, such as the American Arbitration Association (AAA), in accordance with its rules then in effect. The language to be used in the arbitration proceedings shall be English.

The decision of the arbitrator shall be final and binding on both Docupal Demo, LLC and ACME-1. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

Each party shall bear its own costs and expenses related to the arbitration, and the parties shall share equally the fees and expenses of the arbitrator.



## Governing Law

This International Sales Contract shall be governed by and construed in accordance with the laws of the State of New York, without regard to its conflict of laws principles. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply to this contract.

Both Docupal Demo, LLC and ACME-1 consent to the exclusive jurisdiction of the federal and state courts located in New York for any legal action or proceeding arising out of or relating to this contract, or the breach thereof.

## Termination Conditions

This contract may be terminated by either DocuPal Demo, LLC or ACME-1 in the event of a material breach by the other party. The party seeking termination must provide written notice to the breaching party. This notice must specify the nature of the breach and the intent to terminate the contract.

### Notice Period

The termination will become effective 30 days after the breaching party receives the written notice. This provides an opportunity for the breaching party to cure the breach. If the breaching party cures the breach within the 30-day period, the termination notice will be void.

### Obligations Upon Termination

Termination of this contract does not relieve either party of obligations that have accrued prior to the effective date of termination. Specifically, ACME-1 remains obligated to pay for all electronic components delivered and accepted before the termination date. The confidentiality obligations outlined in this contract will survive any termination. Both parties must continue to protect the confidential information of the other party, even after the contract ends.



# Liability and Indemnification

## Limitation of Liability

DocuPal Demo, LLC's liability to ACME-1 for any claim arising out of or relating to this contract will be limited to the total value of this contract. In no event shall DocuPal Demo, LLC be liable for any consequential, indirect, incidental, special, or punitive damages, or lost profits, even if DocuPal Demo, LLC has been advised of the possibility of such damages. This limitation applies regardless of the form of action, whether in contract, tort, or otherwise.

## 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, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- ACME-1's breach of this contract.
- ACME-1's negligence or willful misconduct.
- Any claims that ACME-1's products infringe any intellectual property rights.

DocuPal Demo, LLC agrees to indemnify, defend, and hold harmless ACME-1, its officers, directors, employees, and agents from and against any and all claims, losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- DocuPal Demo, LLC's breach of this contract.
- DocuPal Demo, LLC's negligence or willful misconduct.
- Any claims that DocuPal Demo, LLC's products infringe any intellectual property rights.

## Notification

The indemnified party shall promptly notify the indemnifying party of any claim subject to indemnification. The indemnifying party shall have the right to control the defense and settlement of any such claim, provided that the indemnified party shall have the right to participate in the defense at its own expense.



# Amendments and Assignment

## Amendments

This contract may be amended or modified only by a written agreement. The agreement must be signed by authorized representatives of both DocuPal Demo, LLC and ACME-1. No amendment, modification, or waiver of any provision of this contract will be effective. It will only be effective if set forth in writing and signed by both parties.

## Assignment

Neither party may assign their rights or delegate their duties under this contract. This restriction applies unless both DocuPal Demo, LLC and ACME-1 provide prior written consent. Any attempt to assign rights or delegate duties without this consent is void.

## Notices

All formal notices relating to this International Sales Contract must be delivered by certified mail. A return receipt is required.

### Addresses for Notice

#### DocuPal Demo, LLC

Notices to DocuPal Demo, LLC should be sent to:

23 Main St Anytown, CA 90210 United States

#### Acme, Inc

Notices to Acme, Inc should be sent to:

3751 Illinois Avenue Wilsonville, Oregon - 97070 USA



## Effective Date

Any notice is effective three (3) days after the date of mailing.

# Signatures and Execution

This International Sales Contract becomes effective as of the last date of signature below.

## Execution

This contract may be executed in counterparts, each of which will be deemed an original, but all of which together will constitute one and the same instrument. Electronic or digital signatures shall be deemed valid and binding.

## Signatures

**Docupal Demo, LLC**

By: \_\_\_\_\_

Name:

Title: President/CEO

Date: 2025-08-09

**Acme, Inc (ACME-1)**

By: \_\_\_\_\_

Name:

Title: President/CEO

Date: 2025-08-09

