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# Introduction and Parties

This Export Agreement (the "Agreement") is made and entered into as of August 9, 2025.

## 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 ("Exporter"), and Acme, Inc ("ACME-1"), a business entity organized under the laws of the United States, with its principal address at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA ("Importer").

## Purpose

The purpose of this Agreement is to establish the terms and conditions under which the Exporter will export goods to the Importer. This includes product specifications, pricing, payment terms, delivery schedules, warranties, intellectual property rights, confidentiality obligations, compliance requirements, liability limitations, dispute resolution mechanisms, and termination clauses. This Agreement aims to clearly define the responsibilities and rights of each party to ensure a smooth and legally sound export process.

# Definitions and Interpretations

For the purposes of this Export Agreement, the following terms shall have the meanings ascribed to them below:

- **"Agreement"** means this Export Agreement, including all schedules and appendices attached hereto.
- **"ACME-1"** refers to Acme, Inc, the client, located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.
- **"DocuPal Demo, LLC"** refers to the company located at 23 Main St, Anytown, CA 90210.
- **"Confidential Information"** means any and all information disclosed by one party to the other, either directly or indirectly, in writing, orally or by inspection of tangible objects.



- **"Delivery Terms"** refers to Incoterms 2020, specifying obligations, costs, and risks associated with the delivery of goods from DocuPal Demo, LLC to ACME-1.
- **"Effective Date"** means the date this Agreement is signed by both DocuPal Demo, LLC and ACME-1.
- **"Intellectual Property Rights"** means all patents, trademarks, copyrights, trade secrets, and other intellectual property rights.
- **"Payment Terms"** refers to the agreed schedule and method of payment for goods exported under this Agreement. All payments shall be made in United States Dollars (USD).
- **"Product Specifications"** means the detailed description of the goods to be exported, including quality, quantity, dimensions, and any other relevant characteristics as outlined in **Appendix A**.
- **"Products"** means the goods to be exported by DocuPal Demo, LLC and imported by ACME-1, as described in **Appendix A**.
- **"Warranty"** refers to the guarantee provided by DocuPal Demo, LLC regarding the quality and conformity of the Products, as detailed in **Section 8**.

## Interpretation

The headings in this Agreement are for convenience only and do not affect the interpretation of this Agreement. Words importing the singular include the plural and vice versa. Any reference to a "person" includes any individual, company, corporation, partnership, or other legal entity.

## Products and Specifications

This section details the products DocuPal Demo, LLC will export to ACME-1 under this Export Agreement. It includes comprehensive descriptions, precise quantities, quality benchmarks, and detailed specifications for each product.

### Product Descriptions and Specifications

DocuPal Demo, LLC will export goods that conform to the following descriptions and specifications:

Attribute	Description
Product Name	[Detailed product name]



Attribute	Description
Material	[Specific material composition, e.g., 100% cotton, stainless steel]
Dimensions	[Length x Width x Height in specified units, e.g., inches, cm]
Weight	[Weight per unit in specified units, e.g., pounds, kg]
Color	[Specific color or color range]
Quantity	[Number of units to be exported]
Manufacturing Location	[City, State]
Intended Use	[Specific Application of the product]

**Quality Standards:** All goods provided under this agreement will meet or exceed ISO 9001 standards. Specific industry standards applicable to the product will also be maintained throughout the manufacturing and export processes. All products will adhere to regulatory certifications as required.

**Tolerances:** Dimensional and weight tolerances for the product will be +/- [Specify tolerance range, e.g., 0.5mm or 1%]. Any deviations outside of this tolerance must be pre-approved in writing by ACME-1.

DocuPal Demo, LLC warrants that all exported goods will conform strictly to the specifications outlined above. Any variations must be communicated to and approved by ACME-1 in writing before shipment.

## Price and Payment Terms

The prices for the exported goods are set as a fixed price, and all amounts are denominated in United States Dollars (USD). ACME-1 will make payments to Docupal Demo, LLC according to the schedule outlined below.

### Payment Schedule

ACME-1 will remit payments within Net 30 days of the invoice date. Invoices will be issued upon shipment of the goods from Docupal Demo, LLC's facility at 23 Main St, Anytown, CA 90210.



## Late Payment

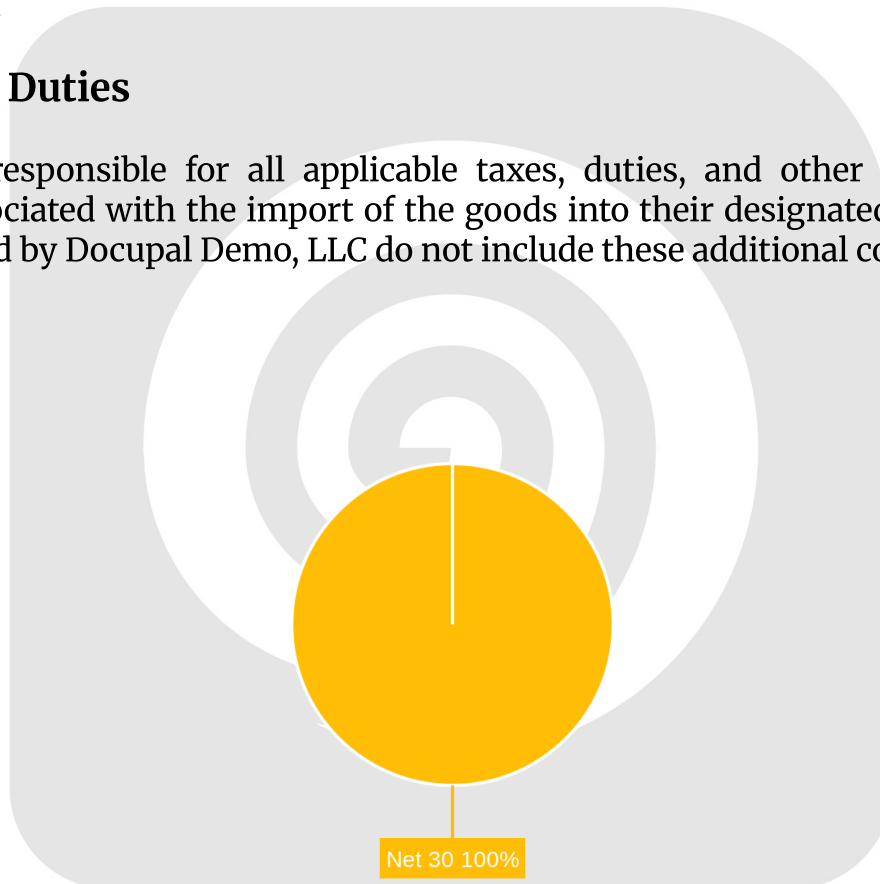
Any payments received later than 30 days from the invoice date will incur a late payment penalty. The penalty will be calculated as an interest rate of 1% per month on the outstanding balance.

## Payment Methods

ACME-1 can make payments via wire transfer or company check. Payment details, including bank name, account number, and routing number, will be provided on each invoice.

## Taxes and Duties

ACME-1 is responsible for all applicable taxes, duties, and other governmental charges associated with the import of the goods into their designated country. The prices quoted by Docupal Demo, LLC do not include these additional costs.





# Delivery and Shipment Terms

DocuPal Demo, LLC ("Exporter") and ACME-1 ("Importer") agree to the following terms for the delivery and shipment of goods under this Export Agreement. These terms are designed to clearly define responsibilities and ensure a smooth export process.

## Incoterms

The applicable Incoterms for all shipments under this agreement are **CIF (Cost, Insurance, and Freight)**, Incoterms 2020. Unless otherwise specified in writing, CIF Incoterms 2020 shall govern all aspects of delivery, risk transfer, and cost allocation.

## Shipping and Customs

DocuPal Demo, LLC will manage the shipping arrangements to the port of destination specified by ACME-1. ACME-1 is responsible for all customs clearance procedures, duties, taxes, and other import-related costs at the destination. DocuPal Demo, LLC will provide all necessary documentation to facilitate customs clearance.

## Risk Transfer

Risk of loss or damage to the goods transfers from DocuPal Demo, LLC to ACME-1 when the goods are loaded on board the vessel at the port of origin. This transfer of risk aligns with CIF Incoterms 2020.

## Shipment Schedule

The expected shipment dates will adhere to the schedule outlined in **Appendix A**. DocuPal Demo, LLC will provide ACME-1 with timely notification of shipment, including relevant documentation such as packing lists and commercial invoices. ACME-1 will receive tracking information to monitor the shipment's progress.

## Delivery Timeline

Stage	Timeline (Days)
Order Placement	1



Stage	Timeline (Days)
Processing	3
Shipment	7-14
Customs	2-5
Final Delivery	1

## Inspection, Acceptance, and Rejection

DocuPal Demo, LLC will ensure that all goods meet the agreed-upon specifications before export. ACME-1 has the right to inspect the goods upon arrival at the designated delivery location. This inspection must be completed following ANSI standards and any specific industry standards relevant to the goods.

### Inspection Period

ACME-1 will have a period of [X] days from the date of delivery to conduct the inspection.

### Acceptance

Acceptance of the goods will occur when ACME-1 provides written notice to DocuPal Demo, LLC confirming that the goods conform to the agreed-upon specifications. If no written notice of rejection is received within the inspection period, the goods will be deemed accepted.

### Rejection

If, upon inspection, ACME-1 determines that the goods do not conform to the agreed-upon specifications, ACME-1 must notify DocuPal Demo, LLC in writing within [X] days of delivery, detailing the specific reasons for rejection.

### Remedies for Rejection

Upon receiving a valid notice of rejection, DocuPal Demo, LLC will, at its sole discretion, take one of the following actions:

1. **Inspection:** DocuPal Demo, LLC may request to inspect the rejected goods.





2. **Replacement:** DocuPal Demo, LLC may replace the non-conforming goods with conforming goods within a reasonable timeframe.
3. **Refund:** DocuPal Demo, LLC may issue a refund to ACME-1 for the purchase price of the non-conforming goods.

The specific remedy will be determined by DocuPal Demo, LLC after evaluating the nature of the non-conformity and in accordance with standard commercial practices.

## Warranties and Quality Assurance

Docupal Demo, LLC warrants that the goods will be free from defects in materials and workmanship. This warranty remains effective for a period of [X period] from the date of delivery. ACME-1 must notify Docupal Demo, LLC promptly upon discovery of any defects.

### Quality Control

We maintain strict quality control procedures to ensure the goods meet required specifications. These procedures include:

- **Inspection Reports:** Detailed inspection reports are generated at various stages of production.
- **Quality Control Metrics:** We track key quality metrics throughout the manufacturing process.
- **Supplier Audits:** Regular audits of our suppliers are conducted to maintain quality standards.

These measures ensure that the goods consistently meet the expectations of ACME-1.

## Intellectual Property Rights

DocuPal Demo, LLC retains all rights, title, and interest in and to its intellectual property. This includes all patents, trademarks, and copyrights associated with the goods to be exported under this Agreement.



## Ownership and Protection

ACME-1 acknowledges DocuPal Demo, LLC's ownership of the intellectual property. ACME-1 agrees not to take any action that would infringe upon or dilute these rights. ACME-1 will not attempt to register or use any trademarks, trade names, or other intellectual property confusingly similar to those of DocuPal Demo, LLC.

## Dispute Resolution

Any dispute relating to intellectual property rights will be resolved through negotiation. If negotiation fails, the parties agree to attempt mediation. Should mediation be unsuccessful, the dispute will be settled by binding arbitration in accordance with the laws of California.

# Confidentiality

Both DocuPal Demo, LLC and ACME-1 agree to keep certain information confidential. This includes customer lists, pricing details, technical data, and business strategies. Each party must protect this information with the same care they use to protect their own confidential information.

## Scope of Confidentiality

Confidential information includes any data shared between DocuPal Demo, LLC and ACME-1 that is not publicly available. This covers information exchanged in any form, whether written, electronic, or verbal.

## Duration of Confidentiality

The confidentiality obligations outlined in this agreement will continue for the duration of the agreement plus an additional X years after termination. This ensures the protection of sensitive information even after the business relationship concludes.



# Export Control and Compliance

DocuPal Demo, LLC and ACME-1 agree to comply with all applicable export control laws and regulations. This includes, but is not limited to, the US Export Administration Regulations (EAR). ACME-1 is also responsible for adhering to all import regulations of the destination country.

## Compliance Responsibilities

Each party must obtain the necessary licenses and authorizations required for the export and import of the products. They must also ensure that the products are properly classified under applicable export control regulations. Diversion contrary to U.S. law is prohibited. The parties will also provide all necessary documentation to ensure compliance with customs requirements.

## Monitoring and Enforcement

DocuPal Demo, LLC will monitor compliance through regular audits and documentation reviews. Training will be provided to relevant personnel to ensure understanding of export control regulations. ACME-1 agrees to cooperate fully with these monitoring efforts and provide any information reasonably requested.

## Export Regulations Adherence

ACME-1 and DocuPal Demo, LLC commit to conducting all export-related activities in strict compliance with all applicable export laws, sanctions, and customs regulations. This includes ensuring that the products, technology, and services provided under this Agreement are not exported or re-exported, directly or indirectly, to any country, entity, or individual subject to U.S. or international sanctions or embargoes. Both parties will diligently screen all transactions and parties involved against relevant sanctions lists and will promptly report any potential violations or concerns to the appropriate authorities. Furthermore, ACME-1 and DocuPal Demo, LLC will maintain comprehensive records of all export-related activities, including licensing, shipping documentation, and due diligence efforts, to demonstrate ongoing compliance.



# Force Majeure

DocuPal Demo, LLC, located at 23 Main St, Anytown, CA 90210, USA, and ACME-1, located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA, shall not be liable for any failure to perform its obligations under this Export Agreement if such failure results from events beyond its reasonable control.

## Force Majeure Events

These events include, but are not limited to:

- Natural disasters (e.g., floods, earthquakes, hurricanes)
- Acts of war, terrorism, or civil unrest
- Government regulations or restrictions
- Labor strikes or lockouts

## Notification and Mitigation

If a force majeure event occurs, the affected party must provide written notice to the other party within ten (10) days of the event. Both parties will then make reasonable efforts to mitigate the effects of the force majeure event. During the period the obligations are suspended, DocuPal Demo, LLC will not be obligated to ship goods, and ACME-1 will not be obligated to accept or pay for them. If the force majeure event continues for more than ninety (90) days, either party may terminate this Agreement upon written notice.

# Liability and Indemnification

## Limitation of Liability

Docupal Demo, LLC's liability to ACME-1 arising out of this Export Agreement will be limited to the contract price of the goods. Docupal Demo, LLC will not be liable for any consequential damages, including but not limited to lost profits or business interruption, even if advised of the possibility of such damages. This limitation applies to all claims, whether based on contract, tort, or any other legal theory. Docupal Demo, LLC assumes product liability as defined by applicable law.



## Indemnification

### Indemnification by ACME-1

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 use, handling, storage, or resale of the goods, or any modification or alteration of the goods by ACME-1. ACME-1 will also indemnify Docupal Demo, LLC against personal injury claims related to ACME-1's actions.

### Indemnification Process

In the event of any claim subject to indemnification under this Agreement, the indemnified party will promptly notify the indemnifying party in writing of such claim. The indemnifying party will have the right to control the defense and settlement of such claim, provided that the indemnified party will have the right to participate in the defense at its own expense. The indemnifying party will not settle any claim without the indemnified party's prior written consent, which will not be unreasonably withheld. The indemnified party will reasonably cooperate with the indemnifying party in the defense of any claim. The indemnifying party will reimburse the indemnified party for all reasonable expenses incurred in connection with such cooperation.

## Dispute Resolution

DocuPal Demo, LLC and ACME-1 aim to resolve any disagreements quickly and amicably.

### Initial Negotiation

Both parties will first try to resolve any dispute through good-faith negotiation. This begins with one party sending a written notice describing the issue and suggesting a resolution. Representatives from both DocuPal Demo, LLC and ACME-1 will then meet and confer to attempt to reach a mutually agreeable solution.



## Mediation

If negotiation fails, both parties agree to attempt to settle the dispute through mediation. The parties will jointly appoint a mediator. The mediation will be held in Anytown, CA unless both parties agree otherwise. Both parties will share the costs of the mediation equally.

## Arbitration

If mediation is unsuccessful, any unresolved dispute arising out of or relating to this Export Agreement shall be settled by binding arbitration administered in accordance with the Rules of the American Arbitration Association or International Chamber of Commerce. The decision of the arbitrator will be final and binding on both parties. The arbitration will take place in Anytown, CA, unless otherwise agreed. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction.

# Governing Law and Jurisdiction

This Export Agreement is governed by the laws of the State of Delaware, United States. This means that the laws of Delaware will be used to interpret and enforce this agreement.

## Dispute Resolution

Any dispute arising from or relating to this Export Agreement will be resolved through binding arbitration. The arbitration will take place in Wilmington, Delaware, United States. The decision of the arbitrator will be final and binding on both Docupal Demo, LLC and ACME-1. Both parties agree to this method of dispute resolution as an efficient and cost-effective way to handle any disagreements.





# Term and Termination

## Term

This Export Agreement will begin on the effective date. The agreement remains in effect for the [Term Length]. It will automatically renew for additional [Renewal Period] terms.

## Termination

Either party can stop the automatic renewal. To do so, written notice must be given at least [Notice Period] before the end of the current term.

This agreement may be terminated early under the following circumstances:

- **Material Breach:** If either party significantly violates their obligations under this agreement.
- **Insolvency:** If either party becomes insolvent or enters bankruptcy.
- **Failure to Perform:** If either party fails to fulfill its responsibilities as outlined in this agreement.

# Miscellaneous Provisions

## Entire Agreement

This Export Agreement represents the complete understanding between DocuPal Demo, LLC and ACME-1. It supersedes all prior agreements and discussions, whether written or oral, relating to the export of goods described herein.

## Severability

If any provision of this Agreement is deemed invalid or unenforceable, the remaining provisions will 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 same economic effect.



## No Third-Party Beneficiaries

This Export Agreement is for the sole benefit of DocuPal Demo, LLC and ACME-1. It does not create any rights or remedies for any third party, nor is it intended to benefit any third party.

## Assignment

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

## Amendments

Any changes to this Export Agreement must be made in writing. The amendment must be signed by both DocuPal Demo, LLC and ACME-1 to be valid.

## Notices

All notices relating to this Export Agreement must be in writing. Notices can be sent by email or certified mail. Notices to DocuPal Demo, LLC should be sent to 23 Main St, Anytown, CA 90210. Notices to ACME-1 should be sent to 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.

# Signatures

## Execution

This Export Agreement becomes effective as of the date of the last signature below.

### DocuPal Demo, LLC

By signing below, DocuPal Demo, LLC agrees to all terms and conditions outlined in this Export Agreement.

Signature:	
Name:	[Name and Title]



Title:	[Title]
Date:	2025-08-09

### Acme, Inc (ACME-1)

By signing below, Acme, Inc acknowledges and agrees to comply with the terms and conditions of this Export Agreement.

Signature:	
Name:	[Name and Title]
Title:	[Title]
Date:	2025-08-09

**Instructions:** Each party should carefully review this Export Agreement. Upon agreement with the terms and conditions, an authorized representative from each party should sign and date this document. This signed agreement serves as a binding contract between DocuPal Demo, LLC and Acme, Inc. Please retain a copy of this fully executed agreement for your records.

