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Introduction and Parties Involved

Introduction

This Import Agreement (the "Agreement") establishes the terms and conditions governing the import of goods between DocuPal Demo, LLC and Acme Inc. It defines the obligations, rights, and responsibilities of both parties involved in this transaction. This agreement covers critical aspects such as product specifications, delivery schedules, payment terms, and procedures for resolving potential disputes.

Parties Involved

Seller

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 ("Seller").

Buyer

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 ("Buyer").

Product Description and Specifications

This Import Agreement concerns the procurement and delivery of goods as detailed below. DocuPal Demo, LLC will supply ACME-1 with products conforming to the specified standards.

Goods Description

The goods to be imported under this agreement consist of electronic components. These components are further defined as high-performance integrated circuits (ICs).



Quality and Standards

All ICs must adhere to industry standard JEDEC Solid State Technology Association (JEDEC) requirements. The acceptable quality level (AQL) will be 1.0 unless otherwise specified in writing. A third-party inspection agency, mutually agreed upon by both DocuPal Demo, LLC and ACME-1, will conduct quality assurance and inspections.

Quantity

The initial order quantity is 10,000 units. Future order quantities will be subject to separate purchase orders and amendments to this agreement if necessary.

Technical Specifications

Each IC must meet the following minimum specifications:

- Operating Voltage: 3.3V \pm 10%
- Operating Temperature Range: -40°C to +85°C
- Clock Speed: 100 MHz minimum
- Package Type: Quad Flat Package (QFP)
- Detailed schematics and datasheets are outlined in **Appendix A**.

Any deviation from these specifications requires written consent from ACME-1.

Delivery Terms and Shipment Schedule

DocuPal Demo, LLC will deliver the goods CIF (Cost, Insurance, and Freight) to the port of Los Angeles. This means DocuPal Demo, LLC is responsible for the cost of goods, insurance, and freight to bring the goods to the specified port. Risk of loss or damage to the goods transfers to Acme, Inc. once the goods have been loaded on board the vessel at the port of origin.

Shipment Timeline

The estimated shipment lead time is detailed below:

- **Order Processing:** 7 days
- **Production:** 14 days



- **Transit:** 21 days
- **Customs Clearance:** 7 days
- **Local Delivery:** 3 days

DocuPal Demo, LLC will provide Acme, Inc. with a detailed shipment schedule within 5 business days of order confirmation. This schedule will include the estimated departure date, arrival date, and vessel information.

Delay and Damage

In the event of delays, DocuPal Demo, LLC will incur a penalty of 1% of the total order value per week of delay. This penalty is capped at a maximum of 5% of the total order value.

Damages will be handled according to Incoterms 2020. Acme, Inc. is responsible for inspecting the goods upon arrival at the port of Los Angeles and notifying DocuPal Demo, LLC of any damages within 5 business days of arrival. Adequate photographic evidence of damage must be provided. DocuPal Demo, LLC will work with Acme, Inc. to resolve any damage claims in a timely manner.

Payment Terms and Conditions

Payment Methods

Docupal Demo, LLC will accept payments via wire transfer and irrevocable letter of credit. Acme, Inc (ACME-1) must select their preferred method when signing this agreement. All payments must be made in United States Dollars (USD).

Payment Schedule

ACME-1 will make an advance payment of thirty percent (30%) of the total contract value. This advance payment is due within thirty (30) days of the effective date of this import agreement. The remaining seventy percent (70%) of the total contract value is due upon delivery of the goods to the designated location, as specified in the Delivery Terms section of this agreement.



Late Payment

Payments not received within the agreed timeframe will incur a late payment penalty. The penalty will be calculated at a rate of one and a half percent (1.5%) per month on the outstanding balance. This interest will accrue from the original due date until the date the payment is received in full by Docupal Demo, LLC. Docupal Demo, LLC reserves the right to suspend further deliveries or services if payments are not made according to the agreed schedule. ACME-1 will be responsible for all costs, including legal fees, incurred by Docupal Demo, LLC in the collection of overdue payments.

Import Compliance and Regulatory Requirements

Customs Clearance and Documentation

Acme, Inc. will manage all customs clearance procedures for the products imported under this Agreement. This includes the preparation and submission of all necessary import documentation to U.S. Customs and Border Protection. ACME-1 is responsible for obtaining any required import licenses or permits. All costs associated with customs clearance, duties, and taxes are the sole responsibility of ACME-1. Docupal Demo, LLC will provide all necessary documentation and information reasonably requested by ACME-1 to facilitate the customs clearance process.

Regulatory Compliance

All products supplied under this Agreement must comply with all applicable U.S. regulatory standards. This includes, but is not limited to, safety regulations, environmental regulations, and any other relevant laws and standards. Docupal Demo, LLC warrants that the products meet these regulatory requirements. ACME-1 has the right to request documentation verifying compliance with these standards. Docupal Demo, LLC is responsible for keeping up-to-date with changes in regulations and ensuring ongoing compliance.



Import Responsibilities

ACME-1 is the importer of record and responsible for ensuring that all import activities comply with U.S. laws and regulations. This includes proper classification of goods, accurate valuation for customs purposes, and adherence to all applicable labeling requirements. ACME-1 will also handle any required inspections or examinations by customs authorities. Docupal Demo, LLC will cooperate fully with ACME-1 to provide any information or assistance needed to comply with these import regulations. ACME-1 will pay all applicable tariffs, duties, and taxes associated with the import of the products. ACME-1 will defend, indemnify, and hold Docupal Demo, LLC harmless from any claims, losses, or damages arising out of ACME-1's failure to comply with import laws and regulations.

Liability and Risk Transfer

Risk of Loss

The risk of loss or damage to the goods will transfer from Docupal Demo, LLC to ACME-1 upon delivery of the goods to the designated port. ACME-1 is responsible for insuring the goods from that point forward.

Liability for Defects

Docupal Demo, LLC remains liable for product defects and non-compliance with the agreed-upon specifications. This liability extends for a period of one year following the date of delivery to the designated port.

Post-Delivery Liability

After delivery, ACME-1 assumes responsibility for any loss, damage, or liability arising from the handling, storage, use, or resale of the goods. This excludes liabilities directly resulting from defects or non-compliance attributable to Docupal Demo, LLC within the one-year period as stated above.



Dispute Resolution and Governing Law

Dispute Resolution

Any dispute arising from or relating to this Import Agreement will be resolved through arbitration. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association. Both Docupal Demo, LLC and ACME-1 agree to participate in the arbitration process in good faith. The decision of the arbitrator shall be final and binding on both parties.

Governing Law

This Import Agreement shall be governed by and construed in accordance with the laws of the State of Delaware, without regard to its conflict of laws principles. Both Docupal Demo, LLC and ACME-1 consent to the jurisdiction of the courts of Delaware for any legal action or proceeding relating to this agreement that is not subject to arbitration.

Force Majeure Clause

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 or delay in the performance of their obligations under this Import Agreement, if such failure or delay is due to a Force Majeure Event.

Definition of Force Majeure Event

A Force Majeure Event means any event beyond a party's reasonable control. This includes, but is not limited to:

- Acts of God
- War
- Strikes
- Government regulations



Impact on Obligations

The obligations of both Docupal Demo, LLC and ACME-1 are suspended during the period and to the extent of the Force Majeure Event. The affected party must promptly notify the other party of the occurrence and nature of such event.

Termination

If a Force Majeure Event prevents performance for a continuous period of more than 60 days, either party may terminate this Agreement by providing written notice to the other party.

Confidentiality and Non-Disclosure

Both Docupal Demo, LLC and ACME-1 acknowledge that during the term of this Agreement, each party may have access to confidential information belonging to the other party. This information is valuable and unique. It includes, but is not limited to, pricing, product specifications, and business strategies.

Obligations

Each party agrees to protect the other party's confidential information with the same degree of care it uses to protect its own confidential information. At a minimum, reasonable care will be exercised. Neither party will disclose the other's confidential information to any third party without prior written consent. Access to confidential information will be restricted to employees or agents on a need-to-know basis. All such employees or agents will be bound by confidentiality obligations no less restrictive than those contained herein.

Trade Secrets and Sensitive Information

The parties recognize that certain information constitutes valuable trade secrets and sensitive business information. This includes, but is not limited to, proprietary designs, formulas, processes, know-how, marketing plans, customer lists, and financial data. Both parties agree to take all necessary steps to safeguard such information from unauthorized access, use, or disclosure. This includes maintaining secure storage facilities, implementing appropriate cybersecurity



measures, and enforcing strict confidentiality policies among their respective personnel. These obligations shall continue even after the termination of this Agreement.

Breach

A breach of these confidentiality obligations will cause significant harm. The parties agree that in the event of a breach, the breaching party will be liable for liquidated damages of \$50,000. This amount represents a fair estimate of the damages likely to be suffered. This remedy is in addition to any other remedies available at law or in equity.

Amendments and Termination

Amendments

This Agreement may be amended or modified at any time. All changes must be in writing. Both DocuPal Demo, LLC and ACME-1 must sign the amendment for it to be valid. Verbal agreements to change the terms are not permitted.

Termination

This Agreement will remain in effect until terminated. Either party can terminate this agreement under certain conditions. Termination is allowed if there is a material breach of contract by either party. Termination is also permitted if either party becomes insolvent or bankrupt. If a Force Majeure event continues for a prolonged period, either party may terminate the agreement. The terminating party must provide written notice to the other party. The notice must be given [NUMBER] days prior to the termination date.

Import Documentation Requirements

DocuPal Demo, LLC (Seller) and Acme, Inc (Buyer) agree to provide the necessary documentation for the import process as outlined below. Both parties acknowledge that timely and accurate submission of these documents is crucial for smooth customs clearance and compliance with applicable regulations.



Seller Responsibilities

The Seller, DocuPal Demo, LLC, will furnish the following documents to the Buyer, ACME-1:

- **Commercial Invoice:** This document will detail the transaction, including prices, quantities, and total value of the goods.
- **Packing List:** A comprehensive list describing the contents of each package, including weights and dimensions.
- **Certificate of Origin:** This certificate verifies the country of origin of the goods.

Buyer Responsibilities

The Buyer, Acme, Inc, is responsible for providing:

- **Import Licenses:** All required import licenses necessary for the legal entry of the goods into the destination country.
- **Customs Declarations:** Accurate and complete customs declarations in compliance with import regulations.

Timelines

All required documents must be submitted within 15 days of the shipment date. Both parties are responsible for ensuring timely submission to avoid delays in customs clearance.

Warranties and Guarantees

Docupal Demo, LLC warrants to ACME-1 that the goods delivered under this Import Agreement will be free from defects in material and workmanship. This warranty remains effective for a period of one year from the date of delivery.

Remedies for Defects

In the event that ACME-1 discovers defects in the goods during the warranty period, ACME-1 shall notify Docupal Demo, LLC in writing, detailing the nature of the defect. Upon verification of the defect by Docupal Demo, LLC, ACME-1 shall have the option to choose one of the following remedies:



- **Repair:** Docupal Demo, LLC will repair the defective goods at its own expense, including all costs associated with parts and labor.
- **Replacement:** Docupal Demo, LLC will replace the defective goods with new goods that meet the specifications outlined in this Agreement.
- **Refund:** ACME-1 may return the defective goods to Docupal Demo, LLC and receive a full refund of the purchase price. The choice of remedy shall be at ACME-1's sole discretion. Docupal Demo, LLC will bear the costs of shipping for the return of defective goods and the delivery of repaired or replacement goods.

Miscellaneous Provisions

Notices

All official notices regarding this Import Agreement must be delivered either by certified mail or via email. For email correspondence, confirmation of receipt is mandatory to ensure proper notification. The addresses for providing official notices are as follows:

If to DocuPal Demo, LLC: 23 Main St, Anytown, CA 90210

If to Acme, Inc: 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA

Assignment

Neither party may assign its rights or obligations under this Import Agreement to any third party without the prior written consent of the other party. Any attempt to assign rights or obligations without this consent will be considered void.

Severability

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

