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# Introduction and Purpose

This Shipping Agreement ("Agreement") is made and entered into as of 2025-08-09 by and between DocuPal Demo, LLC, located at 23 Main St, Anytown, CA 90210, United States ("DocuPal Demo"), and Acme, Inc, located at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA ("ACME-1").

## Purpose of Agreement

This Agreement outlines the terms and conditions under which DocuPal Demo will provide shipping and related services to ACME-1. It defines the responsibilities, liabilities, and obligations of both parties. This includes, but is not limited to, defining key terms, specifying payment terms, establishing delivery timeframes, detailing insurance coverage, and setting forth procedures for dispute resolution and termination. This Agreement also addresses confidentiality, data protection, and the process for modifications. The base currency for all transactions under this agreement is USD.

## Definitions and Interpretations

For purposes of this Shipping Agreement, the following terms shall have the meanings set forth below:

- **Shipping Date** means the date on which Docupal Demo, LLC initiates the shipment of goods.
- **Delivery Date** means the date on which the goods are delivered to ACME-1 at the Point of Delivery.
- **Freight Charges** means the fees and costs associated with the transportation of goods, as detailed in Exhibit A.
- **Point of Delivery** means the designated location where the shipment is to be delivered, which is 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA.

## Interpretation

This agreement shall be interpreted in a reasonable manner, consistent with standard practices in the shipping industry. In the event of any ambiguity, the interpretation shall align with the intention of both Docupal Demo, LLC and ACME-



1.

## Responsibilities of the Carrier

Docupal Demo, LLC, as the carrier, is responsible for the secure and timely transportation of ACME-1's goods. This includes ensuring cargo is handled with appropriate care to prevent damage during transit.

### Delivery and Compliance

The carrier must deliver shipments within the agreed-upon timeframe, as outlined in the shipping schedule. Docupal Demo, LLC will comply with all relevant laws and regulations, including those set forth by the Department of Transportation (DOT) and the Occupational Safety and Health Administration (OSHA). This compliance extends to all aspects of the shipping process, ensuring the safety and legality of the transportation.

## Responsibilities of the Shipper and Consignee

### Shipper Responsibilities

The shipper, ACME-1, is responsible for accurately describing the goods being shipped. ACME-1 must properly package all items to ensure they can withstand normal shipping conditions and handling. This includes using appropriate packing materials and securing the goods adequately. The shipper must also provide all necessary documentation, including but not limited to, commercial invoices, packing lists, and any required permits or licenses. ACME-1 is also responsible for ensuring the accuracy of the delivery address and contact information for the consignee.

### Consignee Responsibilities

The consignee is responsible for being available to accept the delivery at the designated delivery location. Upon delivery, the consignee must inspect the goods for any visible damage or discrepancies. Any damage or discrepancies must be



reported to Docupal Demo, LLC immediately upon discovery. The consignee's signature on the delivery receipt will serve as confirmation that the goods were received. However, signing the delivery receipt does not waive the right to report concealed damage discovered after unpacking.

## Payment Terms and Freight Charges

ACME-1 will pay Docupal Demo, LLC for shipping services as described in this agreement.

### Payment Schedule

ACME-1 will make payments via ACH. Payments are due within 30 days of ACME-1's receipt of Docupal Demo, LLC's invoice.

### Late Payment

Late payments will incur a penalty. The penalty is 1.5% per month on the outstanding balance. This will accrue until the invoice is paid in full.

### Freight Charges

Freight charges will be calculated based on [Specify the method of freight charge calculation, e.g., weight, dimensions, distance, or a combination]. Docupal Demo, LLC will provide a detailed breakdown of these charges on each invoice. Any additional costs incurred during shipping, such as customs duties or storage fees, will be the responsibility of [Specify who is responsible for these costs, e.g., ACME-1].

## Delivery Schedule and Shipping Routes

DocuPal Demo, LLC will ensure timely delivery of goods to ACME-1. The estimated delivery timeframe is 3-5 business days from the shipment date. This timeframe is subject to change based on unforeseen circumstances such as weather delays or logistical disruptions.



## Shipping Routes

Standard shipping routes via major highways will be used for all deliveries. These routes are selected for their efficiency and reliability. Specific routes may vary depending on the origin and destination points, but will generally utilize well-established transportation networks.

## Average Delivery Times

The following chart illustrates average delivery times for common routes:

DocuPal Demo, LLC will provide ACME-1 with tracking information for each shipment. This will allow ACME-1 to monitor the progress of their delivery in real-time. Any significant deviations from the estimated delivery timeframe will be promptly communicated to ACME-1.

## Liability and Insurance

### Liability

DocuPal Demo, LLC assumes liability for loss or damage to ACME-1's goods while the goods are in transit. This liability is limited to a maximum of \$10,000 per shipment. ACME-1 is responsible for any loss or damage resulting from improper or inadequate packaging of the shipped goods.

### Cargo Insurance

ACME-1 must maintain cargo insurance coverage for each shipment. The minimum coverage amount must be \$10,000 per shipment to adequately protect against potential loss or damage during transit.

### Claims Procedure

In the event of loss or damage, ACME-1 must file a claim with DocuPal Demo, LLC within 14 days of the delivery date, or in the case of non-delivery, within 14 days of the scheduled delivery date. ACME-1 needs to provide all supporting documentation, including the original invoice, packing list, and any photographs or other evidence of the loss or damage. DocuPal Demo, LLC will process the claim within 30 business





days of receiving all required documentation. If the claim is approved, DocuPal Demo, LLC will compensate ACME-1 for the value of the loss or damage, up to the limit of \$10,000 per shipment. Any payments made by DocuPal Demo, LLC will be in USD.

## Force Majeure and Unforeseen Events

DocuPal Demo, LLC and ACME-1 acknowledge that neither party will be liable for delays or failures in performance resulting from force majeure events.

### Definition of Force Majeure

Force majeure events include, but are not limited to, natural disasters, acts of war, and new government regulations. These are events that are unforeseeable, external, irresistible, and make performance impossible.

### Impact on Obligations

If a force majeure event occurs, the affected party is excused from performing its obligations during the event. This excuse applies only to the extent that the force majeure event directly prevents or delays performance.

### Resumption of Performance

The affected party must make all reasonable efforts to resume performance as soon as reasonably possible after the force majeure event ends. They must also notify the other party of the event and its expected duration.

## Dispute Resolution and Governing Law

This Shipping 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.



## Dispute Resolution

Any dispute arising out of or relating to this Agreement shall be resolved through binding arbitration. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association (AAA). The decision of the arbitrator shall be final and binding on both parties. Each party will bear its own costs associated with the arbitration, and the parties will share equally the fees and expenses of the arbitrator. This clause applies to any claims, counterclaims, or disputes arising from the Agreement.

## Contract Duration and Termination Conditions

This Shipping Agreement will begin on August 9, 2025, and will continue for one year. After the initial year, the agreement will automatically renew for additional one-year terms.

### Renewal

The agreement will automatically renew for successive one-year terms.

### Termination

Either DocuPal Demo, LLC, or ACME-1 can terminate this agreement. To terminate, the terminating party must provide written notice to the other party at least 90 days before the end of the current term. This agreement may also be terminated by either party if the other party breaches the terms of this agreement.

## Confidentiality and Data Protection

### Confidential Information

Both Docupal Demo, LLC and ACME-1 agree to keep certain information confidential. Specifically, pricing information and customer lists are considered confidential. Neither party will share this information with outside parties. This obligation remains in effect even after this agreement ends.





## Data Protection

Docupal Demo, LLC will protect data according to industry-standard security measures. We also adhere to all applicable privacy laws. These measures ensure the security and confidentiality of your data.

# Amendments and Notices

## Amendments

This Agreement may be amended or modified, but only by a written instrument executed by both DocuPal Demo, LLC and ACME-1. Any such amendment will become effective on the date specified in the amendment.

## Notices

Any notice or communication required or permitted under this Agreement must be in writing. Notices can be delivered either by email or certified mail, postage prepaid.

### Addresses for Notices

All notices to DocuPal Demo, LLC should be sent to:

DocuPal Demo, LLC 23 Main St, Anytown, CA 90210 United States

All notices to ACME-1 should be sent to:

Acme, Inc 3751 Illinois Avenue, Wilsonville, Oregon – 97070 USA

# Miscellaneous Provisions

## Governing Law

This Agreement will be governed by and interpreted in accordance with the laws of the State of California, without regard to its conflict of laws principles.



## Force Majeure

Neither party shall be liable for any failure to perform its obligations under this Agreement if such failure results from acts of God, war, riots, strikes, or other events beyond its reasonable control. The affected party must promptly notify the other party of such event and make reasonable efforts to mitigate its effects.

## Notices

All notices related to this Agreement must be in writing. Notices are considered effective when delivered by certified mail or email to the addresses listed for each party.

Docupal Demo, LLC 23 Main St, Anytown, CA 90210

Acme, Inc 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA

## Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions will continue in full force and effect. The parties agree to renegotiate any invalid provision to make it valid and enforceable while maintaining its original intent.

## Entire Agreement

This Agreement constitutes the entire agreement between Docupal Demo, LLC and Acme, Inc regarding the shipping services described herein. It supersedes all prior or contemporaneous communications and proposals, whether oral or written, between the parties relating to this subject matter.

## Waiver

No waiver of any provision of this Agreement will be effective unless in writing and signed by the waiving party. The failure of either party to enforce any right or provision of this Agreement will not constitute a waiver of that right or provision in the future.

