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# Introduction and Parties

## Introduction

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

## Parties

### Warehouse Operator

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 ("DocuPal"). DocuPal is a warehouse operator that will provide warehousing services.

### Client

Acme, Inc ("ACME-1"), a business entity organized under the laws of the United States, with its principal place of business at 3751 Illinois Avenue, Wilsonville, Oregon - 97070, USA. ACME-1 desires to store certain goods at DocuPal's warehouse facility.

## Definitions and Interpretations

### Definitions

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

- **Goods** shall mean all electronic components and finished products owned by ACME-1 and delivered to the Warehouse for storage under the terms of this Agreement.
- **Warehouse** shall mean the storage facility operated by Docupal Demo, LLC, located at 23 Main St, Anytown, CA 90210.



- **Storage Fees** shall mean the charges payable by ACME-1 to Docupal Demo, LLC for the storage of the Goods in the Warehouse, as detailed in Exhibit A.
- **Confidential Information** shall mean any and all proprietary or non-public information disclosed by either party to the other, either directly or indirectly, in writing, orally, or by inspection of tangible objects, including but not limited to financial information, business strategies, customer lists, and trade secrets.

## Interpretation

This Agreement shall be interpreted fairly and reasonably. The terms used herein shall be understood according to their plain and ordinary meaning within the context of this Agreement. Headings are for convenience only and do not affect interpretation. Where examples are provided (e.g., "including but not limited to"), they illustrate and do not limit the scope of the provision.

## Scope of Warehousing Services

DocuPal Demo, LLC will provide warehousing services to ACME-1, encompassing the storage, handling, and related services for ACME-1's goods as described below.

### Goods Accepted for Storage

DocuPal Demo, LLC will accept electronic components and finished electronic products from ACME-1 for storage in its warehouse facility located at 23 Main St, Anytown, CA 90210. DocuPal Demo, LLC will not accept hazardous materials, perishable goods, or any items requiring special licensing for storage. ACME-1 is responsible for ensuring that all goods delivered for storage comply with this restriction.

### Handling Procedures

Standard handling procedures will be followed for all goods received from ACME-1. These procedures include:

- **Palletized Handling:** All goods should be delivered on standard pallets. DocuPal Demo, LLC will handle goods using forklifts and other appropriate equipment.
- **Forklift Operation:** Trained and certified personnel will operate forklifts to move pallets within the warehouse.



- **Climate Control Maintenance:** The warehouse will maintain a climate-controlled environment to protect the electronic components and finished products from damage due to temperature or humidity fluctuations. The temperature will be maintained between 60-80 degrees Fahrenheit and humidity between 40-60%.

## Warehousing Services

DocuPal Demo, LLC will perform the following warehousing services:

- **Receiving:** Upon arrival of ACME-1's goods at the warehouse, DocuPal Demo, LLC will inspect the shipment for any visible damage and verify the quantity against the provided packing list or bill of lading. Any discrepancies or damages will be noted on the receiving documentation and reported to ACME-1 within 24 hours.
- **Storage:** Goods will be stored in a designated area within the warehouse, organized to allow for efficient retrieval. DocuPal Demo, LLC will utilize a racking system to maximize space utilization and ensure the safety of the stored goods.
- **Inventory Management:** DocuPal Demo, LLC will maintain an accurate inventory record of ACME-1's goods, including details such as quantity, lot number, and storage location. ACME-1 will have access to this inventory information through a secure online portal. Regular inventory audits will be conducted to ensure accuracy.
- **Order Fulfillment:** Upon receiving an order from ACME-1, DocuPal Demo, LLC will pick the requested items from storage, pack them appropriately for shipment, and prepare the necessary shipping documentation.
- **Shipping:** DocuPal Demo, LLC will coordinate the shipment of ACME-1's goods to the designated recipients, using the carrier specified by ACME-1. ACME-1 is responsible for all shipping costs.
- **Returns Processing:** DocuPal Demo, LLC will receive and process any returned goods from ACME-1's customers, inspecting the items for damage and updating the inventory records accordingly.
- **Reporting:** DocuPal Demo, LLC will provide regular reports to ACME-1 on inventory levels, order fulfillment rates, and other key performance indicators. The frequency and format of these reports will be agreed upon by both parties.

DocuPal Demo, LLC reserves the right to modify its handling procedures as necessary to ensure the safety and security of the stored goods and the efficiency of the warehouse operations. ACME-1 will be notified of any significant changes to the



handling procedures in advance.

## Term and Termination

### Term

This Warehousing Agreement will begin on January 1, 2024. The agreement will last for one year.

### Renewal

This agreement will automatically renew for additional one-year periods. Renewal will occur unless either party provides written notice of termination at least 60 days before the end of the current term.

### Termination

#### Termination for Convenience

Either DocuPal Demo, LLC, or ACME-1 can end this agreement. The party wanting to terminate must provide a written notice 60 days in advance.

#### Termination for Cause

Either party may terminate this Agreement with written notice if the other party breaches any material provision of this Agreement and fails to cure such breach within thirty (30) days after receiving written notice thereof. This includes, but is not limited to, failure to pay warehousing fees or failure to maintain adequate insurance coverage.





# Storage Fees and Payment Terms

## Storage Fees

ACME-1 will pay Docupal Demo, LLC storage fees for the goods stored in the warehouse. The storage fee is \$0.10 per cubic foot per month. These fees will start accruing from the date the goods are received into the warehouse. The fees cover the cost of storing the goods and maintaining the warehouse environment.

## Invoicing

Docupal Demo, LLC will send ACME-1 invoices for storage fees on a monthly basis. The invoice will detail the total cubic footage stored during the period. It will also show the calculation of the total storage fees due.

## Payment Terms

ACME-1 shall pay all invoices within thirty (30) days of the invoice date. Payments can be made via [Specify acceptable payment methods, e.g., check, wire transfer, ACH]. All payments must be in United States Dollars (USD).

## Late Payment

Any amount not paid within thirty (30) days of the invoice date will be considered overdue. Overdue amounts will accrue interest at a rate of 1.5% per month. This interest will be compounded monthly until the outstanding balance, including accrued interest, is paid in full. Docupal Demo, LLC reserves the right to suspend services. This includes refusing to release goods, if payments are not made according to these terms. ACME-1 will be responsible for all costs associated with the collection of overdue payments, including reasonable attorney's fees.



# Liability and Indemnity

## Liability for Loss or Damage

DocuPal Demo, LLC will be responsible for any loss or damage to ACME-1's goods while they are in DocuPal Demo, LLC's care, custody, and control. This responsibility applies unless the loss or damage arises from:

- Events of force majeure, including but not limited to acts of God, war, strikes, or governmental regulations.
- Inherent defects or the nature of the goods themselves, such as spontaneous combustion or **XXXXXXXXXX** deterioration.

DocuPal Demo, LLC's liability will be limited to the replacement cost of the goods. In no event shall DocuPal Demo, LLC's liability exceed \$10,000 per incident. ACME-1 bears the responsibility of proving the actual replacement cost of the lost or damaged goods.

## Indemnification by ACME-1

ACME-1 will 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 attorney's fees) arising out of or relating to:

- The nature of the goods stored, including but not limited to claims for personal injury, property damage, or environmental contamination caused by the goods.
- ACME-1's breach of any representation, warranty, or obligation under this Agreement.

## Indemnification by DocuPal Demo, LLC

DocuPal Demo, LLC will 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 attorney's fees) arising out of or relating to:

- DocuPal Demo, LLC's negligent handling of ACME-1's goods.





- DocuPal Demo, LLC's breach of any representation, warranty, or obligation under this Agreement.

## Notice of Claims

The party seeking indemnification must promptly notify the other party in writing of any claim for which it intends to seek indemnification. The indemnifying party will have the right to control the defense and settlement of any such claim. The indemnified party will cooperate fully with the indemnifying party in the defense of any such claim.

## Insurance Requirements

Acme, Inc. is required to maintain general liability insurance coverage. DocuPal Demo, LLC is required to maintain warehouse legal liability insurance.

### Acme, Inc.'s Insurance

Acme, Inc. must maintain general liability insurance with coverage amounts not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate. This insurance will protect against bodily injury, property damage, and other potential liabilities arising from Acme, Inc.'s operations or presence at the warehouse. Acme, Inc. will provide DocuPal Demo, LLC with a certificate of insurance evidencing this coverage prior to the commencement of any storage activities.

### DocuPal Demo, LLC's Insurance

DocuPal Demo, LLC will maintain warehouse legal liability insurance to cover its legal responsibility for loss or damage to Acme, Inc.'s goods while in DocuPal Demo, LLC's care, custody, and control. The coverage amount will be no less than the total value of Acme, Inc.'s goods stored in the warehouse at any given time. This insurance protects Acme, Inc. against physical loss or damage to its inventory due to fire, theft, explosion, and other covered perils. DocuPal Demo, LLC will provide Acme, Inc. with a certificate of insurance evidencing this coverage upon request.



# Access and Security

DocuPal Demo, LLC will maintain strict security measures at its warehouse facility to protect ACME-1's goods.

## Authorized Access

Access to the warehouse is restricted to authorized personnel only. This includes:

- Employees of ACME-1 who have been explicitly authorized by ACME-1.
- Employees of DocuPal Demo, LLC whose job duties require access.
- Authorized carriers who present proper identification and documentation for the purpose of delivering or picking up ACME-1's goods. DocuPal Demo, LLC must pre-approve all the carriers.

All visitors must sign in and out at the reception desk and may be subject to escort while on the premises. DocuPal Demo, LLC has the right to deny access to any individual who cannot provide adequate identification or does not comply with DocuPal Demo, LLC's security protocols.

## Security Procedures

DocuPal Demo, LLC employs the following security procedures to ensure the safety of stored goods:

- **Video Surveillance:** The warehouse is equipped with a 24/7 video surveillance system that records all activity within and around the facility.
- **Alarm System:** A comprehensive alarm system is in place to detect unauthorized entry and other security breaches. This system is monitored by a professional security company.
- **Controlled Access:** Access to the warehouse is controlled through the use of key cards and/or security codes. Only authorized personnel have access to these credentials.
- **Regular Security Audits:** DocuPal Demo, LLC conducts regular security audits to identify and address potential vulnerabilities.

DocuPal Demo, LLC reserves the right to modify its security procedures as needed to maintain a secure environment. ACME-1 will be notified of any significant changes to these procedures. ACME-1 acknowledges that while DocuPal Demo, LLC



takes reasonable steps to protect the goods, it cannot guarantee the complete elimination of all risks.

## Inspection and Inventory Management

Docupal Demo, LLC will maintain accurate and up-to-date inventory records of ACME-1's goods stored in the warehouse. These records will be managed through a computerized warehouse management system (WMS). We will provide daily inventory reports to ACME-1. These reports will detail the quantity, description, and condition of the goods.

### Inspection Rights

Both Docupal Demo, LLC and ACME-1 have the right to inspect the goods and the warehouse facilities. This ensures proper storage and handling. Either party must provide reasonable notice before conducting an inspection. Inspections will be conducted during normal business hours. We will address any issues or discrepancies identified during inspections promptly.

### Inventory Recordkeeping

Our WMS tracks all goods received, stored, and shipped. This system provides real-time visibility into inventory levels. The WMS also records lot numbers, serial numbers, and expiration dates, if applicable. Docupal Demo, LLC will conduct regular cycle counts to verify the accuracy of inventory records. We will promptly investigate and resolve any discrepancies found during these counts. ACME-1 will receive updated inventory reports reflecting any adjustments made. These reports will include details of any damaged or missing goods.

## Force Majeure

Neither DocuPal Demo, LLC, nor ACME-1 will be liable for any failure to perform its obligations under this Agreement. This applies if the failure results from unforeseeable causes beyond its reasonable control.



## Covered Events

These causes include, but are not limited to:

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

## Impact on Performance

If a force majeure event occurs, the affected party's performance will be suspended for the duration of the event. The party will not be liable to the other for non-performance during this period.

## Confidentiality

Both Docupal Demo, LLC, and ACME-1 agree to keep confidential all non-public information related to this Warehousing Agreement. This includes, but is not limited to, pricing, inventory data, and customer lists.

### Scope of Confidential Information

Confidential information includes any data or information, regardless of form, disclosed by either party to the other that is not generally known to the public. Both parties will protect this information with the same level of care they use to protect their own confidential information, but no less than reasonable care.

### Permitted Use

Each party may only use the other's confidential information to fulfill its obligations or exercise its rights under this Warehousing Agreement. Disclosure to employees, agents, or subcontractors is permitted only if they have a need to know and are bound by similar confidentiality obligations.



## Duration

The obligations of confidentiality outlined in this section will continue for a period of five (5) years following the termination of this Warehousing Agreement.

## Dispute Resolution

The parties will attempt to resolve any disputes arising out of or relating to this Agreement through good faith negotiations.

### Negotiation

If a dispute arises, the complaining party will notify the other party in writing. Representatives from both parties will then meet and try to resolve the dispute informally.

### Mediation

If negotiation fails to resolve the dispute within thirty (30) days, the parties agree to submit the dispute to mediation. The mediation will take place in Anytown, CA, unless both parties agree to a different location. A mutually agreed-upon mediator will conduct the mediation. Each party will bear its own costs associated with mediation, and they will share the mediator's fees and expenses equally.

### Arbitration

Any dispute that remains unresolved after mediation will be settled by binding arbitration. The arbitration will be conducted in accordance with the rules of the American Arbitration Association. A single arbitrator will conduct the arbitration, selected jointly by both parties. If the parties cannot agree on an arbitrator, the American Arbitration Association will appoint one. The arbitrator's decision will be final and binding on both parties. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitration will take place in Anytown, CA, unless the parties agree otherwise. Each party will bear its own costs in connection with the arbitration, and the parties will share the fees and expenses of the arbitrator equally.



# Governing Law and Jurisdiction

This Warehousing Agreement is governed by the laws of the State of Delaware, United States. This applies to all matters, including interpretation, enforcement, and any disputes arising from the agreement.

## Dispute Resolution

Any legal action or proceeding relating to this Warehousing Agreement will be instituted in the state or federal courts located in Wilmington, Delaware. Both Docupal Demo, LLC and ACME-1 irrevocably consent to the jurisdiction and venue of these courts for resolving any disputes.

# Miscellaneous Provisions

## Assignment

Neither party may assign this Agreement or any of its rights or obligations under this Agreement without the prior written consent of the other party. Such consent will not be unreasonably withheld. This agreement binds and benefits the parties, their successors, and permitted assigns.

## Amendments

This Agreement may only be amended, modified, or supplemented by a written instrument signed by both Docupal Demo, LLC and ACME-1. Any modification must be clear and specific about the terms being changed.

## Notices

All notices and other communications under this Agreement must be in writing. Notices will be considered duly given when delivered personally, sent by certified mail (return receipt requested), or sent by a nationally recognized overnight courier service to the addresses listed in this Agreement, or to such other address as either party may designate in writing from time to time. Notice is effective upon receipt.





## Governing Law

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

## Entire Agreement

This Agreement constitutes the entire agreement between Docupal Demo, LLC and ACME-1 relating to the subject matter of this Agreement. It supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the parties with respect to the warehousing services described herein.

## Severability

If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force and effect. The invalid or unenforceable provision will be replaced by a valid and enforceable provision that comes closest to expressing the intention of the original provision.

## 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, fire, explosion, flood, strike, lockout, injunction, inability to obtain fuel, power, raw materials, labor, containers, or transportation, accident, breakage of machinery or apparatus, national defense requirements, or any other cause beyond the reasonable control of such party.

## Counterparts

This Agreement 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 signatures will have the same force and effect as original signatures.

## Signatures and Execution

This Warehousing Agreement becomes effective as of the last date signed below.



Both DocuPal Demo, LLC and Acme, Inc. agree to the terms and conditions outlined in this Agreement. They indicate their acceptance by their signatures below through their duly authorized representatives.

## Signatures

### DocuPal Demo, LLC

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

Name:

Title:

Date: \_\_\_\_\_

### Acme, Inc.

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

Name:

Title:

Date: \_\_\_\_\_

## Instructions for Signatures

Each party should ensure that an authorized representative signs and dates this Agreement. It is recommended that each signature be witnessed by a third party, though notarization is not required for this Agreement to be effective. The printed name and title of each signatory should be clearly indicated beneath their signature to verify their authority to bind their respective organization. Both parties should retain a fully executed copy of this Agreement for their records.

