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Introduction and Purpose

This Farm-to-Table Supply Agreement is made and entered into as of August 9, 2025, by and 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 ("Producer"), and Acme, Inc ("ACME-1"), a business entity organized in the United States, with its principal address at 3751 Illinois Avenue, Wilsonville, Oregon, 97070.

Objectives

The primary goals of this agreement are to establish a consistent and reliable supply chain of fresh produce from the Producer to ACME-1. This agreement outlines the terms and conditions governing the supply of fresh tomatoes, lettuce, and cucumbers. It ensures that ACME-1 receives produce meeting specific quality standards and delivery schedules. This agreement also defines the payment terms, dispute resolution process, and other essential elements necessary for a successful farm-to-table relationship.

Definitions and Interpretation

Definitions

In this Agreement, unless the context otherwise requires, the following terms shall have the meanings ascribed to them below:

- **ACME-1** refers to Acme, Inc, the client as defined in this agreement.
- **Docupal Demo, LLC** refers to the company as defined in this agreement.
- **Delivery** means the transfer of Produce from Docupal Demo, LLC to ACME-1 at the agreed-upon location, date, and time, conforming to the stipulations in the Order Confirmation.
- **Order Confirmation** means the written acknowledgment from Docupal Demo, LLC, accepting ACME-1's order for Produce, which details the specific types and quantities of Produce, price, and Delivery terms.
- **Produce** means the fresh agricultural products, including fruits and vegetables, to be supplied by Docupal Demo, LLC to ACME-1 as specified in each Order Confirmation. All Produce will adhere to the specifications outlined



in **Exhibit A**.

- **Quality** means the Produce must conform to the agreed-upon standards as specified in **Exhibit A**, including freshness, appearance, and absence of defects and where applicable, must comply with USDA Organic Certification standards.

Interpretation

In this Agreement, unless the context otherwise requires: words in the singular shall include the plural and vice versa; words importing a gender shall include every gender; and references to persons shall include bodies corporate, unincorporated associations, and partnerships. The headings are for convenience only and do not affect the interpretation of this Agreement. Any reference to a statute or statutory provision shall be construed as a reference to that statute or statutory provision as amended, re-enacted, or extended at the relevant time.

Product Specifications and Quality Standards

DocuPal Demo, LLC will supply fresh produce to ACME-1 according to the specifications detailed below. These standards ensure ACME-1 receives high-quality, safe, and consistent products.

Quality Criteria

All produce must meet or exceed USDA Grade A standards. This includes requirements for appearance, maturity, and freedom from defects. Produce must also be free from pests, diseases, and any foreign material. Products should exhibit uniform size and color, typical for the variety.

Required Certifications

DocuPal Demo, LLC will ensure all products supplied under this agreement hold current USDA Organic Certification. This certification verifies that the produce is grown and handled according to strict organic standards, without the use of synthetic pesticides or fertilizers.



Handling of Non-Conforming Products

ACME-1 has the right to reject any products that do not meet the specified quality standards. If products are rejected, DocuPal Demo, LLC has the option to either:

- Replace the non-conforming products within 48 hours of notification.
- Issue a credit to ACME-1 for the value of the rejected products.

The decision to replace or issue a credit will be at the discretion of DocuPal Demo, LLC. ACME-1 will provide detailed documentation of the non-conformance, including photographs if possible, to support the rejection.

Ordering and Delivery Terms

Ordering Process

ACME-1 will place orders for fresh produce via email. DocuPal Demo, LLC will confirm each order within 24 hours of receipt. The confirmation will include details of the products, quantities, and agreed-upon delivery date. Any discrepancies between the order and the confirmation must be reported by ACME-1 within 12 hours of receiving the confirmation.

Delivery Schedule and Location

Deliveries will occur every Tuesday and Friday between 8:00 AM and 10:00 AM. All deliveries will be made to ACME-1's warehouse located at 123 Main Street. DocuPal Demo, LLC will provide ACME-1 with a delivery notification at least 24 hours prior to each delivery.

Packaging and Transportation

DocuPal Demo, LLC will ensure that all produce is properly packaged to maintain freshness and prevent damage during transportation. Packaging materials will comply with all applicable food safety regulations. DocuPal Demo, LLC bears all transportation risks until the produce is successfully delivered to ACME-1's designated warehouse.



Order-to-Delivery Process

1. ACME-1 sends order via email.
2. DocuPal Demo, LLC confirms order within 24 hours.
3. DocuPal Demo, LLC packages produce.
4. DocuPal Demo, LLC delivers produce to ACME-1's warehouse on Tuesday and Friday between 8:00 AM and 10:00 AM.
5. ACME-1 receives and inspects delivery.

Acceptance

Upon delivery, ACME-1 will inspect the produce. ACME-1 must notify DocuPal Demo, LLC of any non-conforming products within 2 hours of delivery. Failure to do so will constitute acceptance of the delivery.

Pricing and Payment Terms

Pricing

The price for produce supplied under this Agreement will be a fixed rate per pound. This rate will be reviewed annually by Docupal Demo, LLC and ACME-1. Any adjustments to the fixed rate will be communicated to ACME-1 at least sixty (60) days before the adjustment takes effect. The pricing will be based on the then-current market conditions and production costs.

Sample Pricing Table

Item Name	Price (per pound)
Tomatoes	\$2.00
Lettuce	\$1.50
Cucumbers	\$1.75



Payment Terms

ACME-1 will make payments within thirty (30) days from the date of the invoice. Docupal Demo, LLC will send invoices to ACME-1 promptly after each delivery of produce. Payments shall be made in United States Dollars (USD). Payments can be made via wire transfer or check, as agreed upon by both parties.

Late Payments

Payments not received within thirty (30) days of the invoice date will incur a late payment interest charge of 1.5% per month on the outstanding balance. This interest will accrue from the original due date until the payment is received in full. Docupal Demo, LLC reserves the right to suspend deliveries if payments are not made in accordance with these terms.

Responsibilities and Obligations of Parties

DocuPal Demo, LLC (Producer) Obligations

DocuPal Demo, LLC will cultivate and deliver produce that meets the agreed-upon quality and quantity standards as defined in this agreement. DocuPal Demo, LLC is responsible for maintaining all necessary certifications required for the production and sale of farm-to-table produce. DocuPal Demo, LLC shall adhere to the delivery schedules outlined in this agreement, ensuring timely delivery of fresh produce to Acme, Inc.

Acme, Inc (Buyer) Obligations

Acme, Inc. will provide accurate order forecasts to DocuPal Demo, LLC to facilitate production planning. Acme, Inc. is obligated to make timely payments to DocuPal Demo, LLC according to the payment schedule detailed in this agreement. Acme, Inc. shall ensure proper storage conditions for the delivered produce to maintain its freshness and quality upon arrival.



Communication

Both parties agree to maintain open and consistent communication via email. Weekly check-in calls will be scheduled to discuss order status, quality, and any potential issues.

Quality Control and Inspection Procedures

Inspection Process

ACME-1 will conduct quality inspections of all produce upon delivery to their facility. This inspection will verify that the delivered products meet the specifications outlined in this agreement. ACME-1 reserves the right to sample products to ensure quality standards are consistently met.

Rejection of Non-Conforming Products

ACME-1 may reject any products that do not conform to the agreed-upon specifications. Notification of rejection must be provided to Docupal Demo, LLC within 48 hours of delivery. The notification will include detailed reasons for the rejection.

Remedies for Rejected Products

Upon rejection of non-conforming products, ACME-1, at its discretion, may choose one of the following remedies:

- A full refund for the rejected products.
- Replacement of the rejected products with conforming products, to be delivered as soon as reasonably possible.

Dispute Resolution

In the event of a dispute regarding product quality, both parties agree to resolve the issue through a mutually agreed-upon third-party inspection service. The findings of this inspection service will be binding for both Docupal Demo, LLC and ACME-1.



Costs associated with the third-party inspection will be split equally between both parties, unless the third party determines that the product doesn't meet quality standards, in which case Docupal Demo, LLC will bear all costs.

Term and Termination

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

Renewal

To stop the automatic renewal, either Docupal Demo, LLC or ACME-1 must provide written notice at least 60 days before the current term ends.

Termination for Convenience

Either party can end this Agreement for any reason with 30 days written notice to the other party.

Termination for Breach

If either Docupal Demo, LLC or ACME-1 fails to meet its obligations under this Agreement, the other party may terminate the agreement for breach of contract.

Confidentiality and Intellectual Property

Confidential Information

Both DocuPal Demo, LLC and ACME-1 agree to keep certain information confidential. This includes pricing details, production methods, and customer lists. Neither party will share this information with outside parties.

Exceptions

The duty to maintain confidentiality does not apply when disclosure is required by law.



Intellectual Property

DocuPal Demo, LLC retains ownership of all intellectual property rights. These rights relate to its farming practices and techniques. This agreement does not transfer any intellectual property ownership to ACME-1.

Legal Compliance and Insurance

Docupal Demo, LLC and ACME-1 must comply with all applicable food safety and agricultural regulations. This includes adherence to standards set by relevant federal, state, and local authorities.

Insurance Coverage

Docupal Demo, LLC will maintain general liability and product liability insurance coverage. These policies will protect against potential claims arising from the supply of produce under this agreement. ACME-1 shall also maintain appropriate insurance coverage, consistent with its role in receiving and distributing the produce.

Indemnification

Each party agrees to indemnify and hold harmless the other from and against any losses, damages, liabilities, and expenses. These include reasonable attorney's fees, arising out of or related to any breach of this Agreement, or any negligent or wrongful act or omission. Liabilities will be allocated based on fault and the contractual responsibilities outlined in this agreement.

Dispute Resolution and Governing Law

Dispute Resolution

Any dispute arising from or relating to this Agreement will be resolved through mediation. Either party may initiate mediation by providing written notice to the other party. The parties will select a mutually acceptable mediator. They will share the costs of the mediation equally. Mediation will take place in Anytown, CA unless otherwise agreed.



Governing Law

This 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. The parties agree that any legal action or proceeding arising out of or relating to this Agreement shall be brought in the state or federal courts located in Delaware. Both parties consent to the jurisdiction of such courts for any such action or proceeding.

Miscellaneous Provisions

Force Majeure

Neither party will be liable for delays or failures in performance resulting from events beyond their reasonable control. These events include acts of God, war, government regulations, strikes, and natural disasters. The affected party must promptly notify the other party of such an event.

Assignment

This Agreement cannot be assigned by either party without the prior written consent of the other party.

Amendments

This Agreement may only be amended or modified by a written agreement signed by both Docupal Demo, LLC and ACME-1.

Entire Agreement

This Agreement constitutes the entire agreement and understanding between the parties. It supersedes all prior negotiations, discussions, and agreements, whether written or oral, relating to the subject matter of this Agreement.

Signatures and Execution

This Farm-to-Table Supply Agreement becomes effective upon signature by both parties.



Signatures

DocuPal Demo, LLC and Acme, Inc. indicate their agreement to all terms and conditions outlined in this document by their signatures below.

DocuPal Demo, LLC

Signature:	
Name:	John Smith
Title:	
Date:	2025-08-09
Witness Signature:	
Witness Name:	

Acme, Inc.

Signature:	
Name:	Jane Doe
Title:	
Date:	2025-08-09
Witness Signature:	
Witness Name:	

Execution

This Farm-to-Table Supply Agreement is executed as of the date last signed below. Each party acknowledges that they have read, understood, and agree to be bound by the terms and conditions contained herein. The parties further agree that this agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

