

ACME Purchase and Sale Agreement

This Purchase and Sale Agreement ("Agreement") is made and entered into on November 10, 2024 ("Effective Date"), by and between Acme, a Delaware C-corporation with primary business operations in California ("Seller"), and Walmart, represented by Rebecca Stone, Director of Product Sourcing ("Buyer").

1. Definitions

For the purposes of this Agreement, the terms listed below shall have the following meanings:

1. "Anvils" means the 10,000 anvils that the Seller agrees to sell to the Buyer under the terms of this Agreement.
2. "Delivery Date" means within 30 days from the Effective Date, as specified in Clause 4 of this Agreement.
3. "Price" means \$49 per anvil, as agreed upon by the Seller and Buyer.
4. "Payment Terms" means that the Buyer shall pay the full amount upfront, as specified in Clause 3 of this Agreement.
5. "Inspection Period" means the period upon delivery during which the Buyer will inspect the anvils, as specified in Clause 5 of this Agreement.
6. "Notices" means the formal communications between the parties, as specified in Clause 14 of this Agreement.

2. Purchase And Sale

Subject to the terms and conditions set forth in this Agreement, the Seller agrees to sell, and the Buyer agrees to purchase, ten thousand (10,000) anvils (the "Goods"). The type and specifications of the Goods shall be consistent with the standards and quality generally produced by the Seller. The purchase of the Goods by the Buyer is a one-time transaction. The Seller agrees to deliver the Goods to the Buyer at the specified delivery address within thirty (30) days following the Effective Date.

3. Price And Payment Terms

3.1 Purchase Price: The total purchase price for the anvils shall be Forty-Nine Dollars (\$49.00) per anvil, for a total purchase price of Four Hundred Ninety Thousand Dollars (\$490,000.00).

3.2 Payment Schedule: Buyer shall pay the total purchase price upfront upon execution of this Agreement.

3.3 Method of Payment: All payments shall be made by Buyer to Seller via wire transfer to a bank account designated by Seller. The bank account details shall be provided by Seller to Buyer within five (5) business days from the Effective Date.

3.4 Currency: All payments shall be made in United States Dollars (USD).

3.5 Taxes: The purchase price is exclusive of any applicable taxes, duties, or other governmental charges. Buyer shall be responsible for any such taxes, duties, or charges imposed on the transactions contemplated by this Agreement, except for income taxes imposed on Seller.

4. Delivery And Shipment

4.1 Delivery Terms:

The Seller agrees to deliver the described anvils to the Buyer's specified location at 702 SW 8th St, Bentonville, AR 72716, within thirty (30) days from the Effective Date of the Agreement.

4.2 Shipment:

The Seller will be responsible for all arrangements and costs associated with the shipment of the anvils to the Buyer's location. The delivery will be conducted in accordance with the specifications mutually agreed upon by both parties.

4.3 Risk of Loss:

Risk of loss and title to the anvils shall remain with the Seller until the anvils are delivered to and accepted by the Buyer. At the point of delivery and acceptance, risk of loss and title shall transfer to the Buyer.

4.4 Delay in Delivery:

In the event that the Seller anticipates a delay in the delivery of the anvils, the Seller shall promptly notify the Buyer, specifying the period of delay and the reasons thereof. All delays and any subsequent new delivery dates must be agreed upon in writing by both parties.

4.5 Inspection at Delivery:

The Buyer reserves the right to inspect the anvils at the time of delivery. The Buyer has [X] days to report any discrepancies or defects to the Seller. Failure to report within this period shall constitute acceptance of the anvils by the Buyer.

5. Inspection And Acceptance

Upon delivery of the goods, Buyer shall have an inspection period of [X] days to examine the goods to confirm their compliance with the terms and specifications set forth in this Agreement. Buyer shall notify Seller in writing of any non-conformance or defects discovered during the

inspection period. If Buyer does not notify Seller of any non-conformance or defects within the inspection period, the goods shall be deemed accepted by Buyer. In the event of any non-conforming or defective goods, Seller shall have [Y] days to cure such non-conformance or defects, either by repair or replacement of the goods at Seller's discretion. All shipping and handling costs associated with the return of non-conforming or defective goods shall be borne by the Seller.

6. Warranties

The Seller expressly disclaims any and all warranties, express or implied, including but not limited to any implied warranties of merchantability or fitness for a particular purpose with respect to the anvils. The Buyer acknowledges and agrees that it shall have no remedy in law or equity for any express or implied warranty claim. All anvils are sold 'as is' and 'with all faults.'

7. Limitation Of Liability

To the fullest extent permitted by law, Seller's liability to Buyer for any claim of any kind arising out of or relating to this Agreement, whether based in contract, tort (including negligence), strict liability, warranty, or any other grounds, shall not exceed the amount paid by Buyer to Seller for the goods under this Agreement. In no event shall Seller be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to loss of profits, loss of use, or business interruption, even if Seller has been advised of the possibility of such damages.

8. Confidentiality

The Seller and the Buyer acknowledge that this Agreement does not involve confidential information. Both parties agree not to disclose any information that is explicitly designated as confidential by the other party during the term of this Agreement, except as required by law or for the purpose of fulfilling their obligations under this Agreement. Should any confidential information be disclosed, the recipient shall use the same degree of care to protect such confidential information as it uses to protect its own confidential information of like nature but in no event less than a reasonable degree of care. This confidentiality obligation shall survive the termination of this Agreement for a period of five (5) years from the date of such termination.

9. Intellectual Property Rights

9.1 Ownership: Any intellectual property rights associated with the anvils, including but not limited to designs, patents, trademarks, and trade secrets, are and shall remain the exclusive property of the Seller.

9.2 Usage: The Buyer shall have no rights to use any of the Seller's intellectual property, except to the extent necessary for the resale of the purchased anvils, and shall not modify, reverse

engineer, or otherwise attempt to derive the source code, design, or underlying ideas or algorithms of the anvils.

9.3 Trademark Usage: The Buyer is prohibited from using the Seller's trademarks in any advertising, publicity, or otherwise without the prior written consent of the Seller.

9.4 Protection: The Buyer agrees to promptly notify the Seller of any infringement or misappropriation of the Seller's intellectual property rights that comes to the Buyer's attention. The Seller shall have the sole right to determine whether to take any action against such infringement or misappropriation and the Buyer shall cooperate with the Seller in any enforcement actions undertaken.

10. Indemnification

The Buyer and Seller (each referred to as an "Indemnifying Party") agree to indemnify, defend, and hold harmless each other, their respective affiliates, officers, directors, employees, agents, and representatives (collectively, the "Indemnified Party") from and against any and all claims, damages, losses, liabilities, costs, and expenses (including reasonable attorney's fees) arising out of or resulting from:

(a) Any breach of any representation, warranty, covenant, or agreement made by the Indemnifying Party in this Agreement;

(b) Any act or omission of the Indemnifying Party, its employees, agents, or subcontractors in connection with the performance of its obligations under this Agreement;

(c) Any claim, suit, demand, or proceeding brought against the Indemnified Party alleging that the products sold under this Agreement infringe upon any patent, trademark, trade secret, or other intellectual property right of any third party, except to the extent such claim arises from the Indemnified Party's specifications or designs; and

(d) Any gross negligence or willful misconduct of the Indemnifying Party or its officers, directors, employees, agents, or subcontractors.

The Indemnified Party shall promptly notify the Indemnifying Party of any such claim, and the Indemnifying Party shall assume control of the defense of such claim. The Indemnified Party may participate in the defense at its own expense with counsel of its choosing. The Indemnifying Party shall not settle or consent to any judgment without the Indemnified Party's prior written consent, which shall not be unreasonably withheld or delayed.

11. Force Majeure

Neither Seller nor Buyer shall be liable for any failure or delay in the performance of its obligations under this Agreement if such failure or delay is due to an event that is beyond the

reasonable control of the affected party (such event, a "Force Majeure Event"). Force Majeure Events include, but are not limited to, acts of God, war, terrorism, riots, embargoes, acts of civil or military authorities, fire, floods, accidents, strikes, or shortages of transportation, facilities, fuel, energy, labor, or materials. The affected party shall promptly notify the other party in writing of the occurrence of a Force Majeure Event and use all reasonable efforts to mitigate the effects of the Force Majeure Event upon its performance under this Agreement. If a Force Majeure Event continues for a period of more than thirty (30) days, either party shall have the right to terminate this Agreement upon written notice to the other party.

12. Governing Law And Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflict of law principles. Any legal action or proceeding arising out of or relating to this Agreement shall be exclusively brought in the state or federal courts located in California. The parties hereby consent to the personal jurisdiction and venue of such courts.

13. Termination

Either the Seller or the Buyer may terminate this Agreement under the following conditions:

- (a) By mutual written consent of both parties.
- (b) If either party breaches any material term or condition of this Agreement and fails to cure such breach within thirty (30) days after receipt of written notice from the non-breaching party specifying the nature of the breach.
- (c) If any proceeding in bankruptcy, receivership, liquidation, or insolvency is commenced by or against either party and is not dismissed within sixty (60) days thereafter.
- (d) By either party if the other party ceases to conduct its business operations in the normal course of business, makes a general assignment for the benefit of creditors, or suffers or permits the appointment of a receiver for its business or assets.

14. Notices

Any notice required or permitted to be given under this Agreement shall be in writing and shall be deemed sufficiently given when delivered in person, sent by facsimile (with receipt confirmed by the sending facsimile machine), sent by email (upon acknowledgment of receipt by the recipient), or sent by certified or registered mail, postage prepaid, return receipt requested, as follows:

1. If to Seller, to:
Acme

555 10th Ave
New York, NY 10018
Attention: [Name]
Email: [Email Address]

2. If to Buyer, to:
Walmart
702 SW 8th St
Bentonville, AR 72716
Attention: Rebecca Stone, Director of Product Sourcing
Email: [Email Address]

Either party may change its address for notice by giving notice to the other party in accordance with this clause.

15. Entire Agreement

This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations, and discussions, whether oral or written, of the parties. The parties acknowledge that there are no representations, warranties, or agreements by or between the parties that are not fully set forth herein.

16. Amendments

This Agreement may be amended, modified, or supplemented only by a written agreement signed by authorized representatives of both the Seller and the Buyer. Any amendments, modifications, or supplements must expressly state that they are amending, modifying, or supplementing this Agreement. No oral statements or prior written material not specifically incorporated herein shall be of any force and effect, and no changes in or additions to this Agreement shall be recognized unless incorporated herein by amendment as provided herein, duly executed by both parties.

17. Severability

If any provision of this Agreement, or the application thereof to any person, place, or circumstance, shall be held by a court of competent jurisdiction to be invalid, unenforceable, or void, the remainder of this Agreement and such provisions as applied to other persons, places, and circumstances shall remain in full force and effect. The parties agree to negotiate in good faith to replace any invalid, unenforceable, or void provision with a valid and enforceable provision that achieves, to the extent possible, the economic, business, and other purposes of the invalid, unenforceable, or void provision.

18. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

19. Headings

The headings used in this Agreement are for convenience only and shall not affect the interpretation or construction of any provision herein.

20. Waiver

No waiver of any provision of this Agreement shall be effective unless it is in writing and signed by the party against whom the waiver is sought to be enforced. No waiver of any breach or default shall be deemed a waiver of any subsequent breach or default, whether of the same or any other provision. The failure of either party to insist upon the strict performance of any provision of this Agreement or to exercise any right or remedy available upon a breach thereof, shall not constitute a waiver of any such provision, right, or remedy. Any delay or omission by either party in exercising any right or remedy under this Agreement shall not impair any such right or remedy or be construed as a waiver thereof.

Rebecca Stone, Director of Marketing
Walmart, Inc.

Wile E Coyote, CEO
Acme, Inc.