



SUPPLIER AGREEMENT

This Supplier Agreement ("Agreement") is effective as of _____ ("Effective Date") between _____, with principal offices located at _____ ("Customer"), and **Sagrad. Inc.**, a Florida corporation with principal offices located at 202 West Drive, Melbourne, FLA ("Sagrad" or "Supplier").

1. DEFINITIONS

- 1.1. "PO" or "Order" means a purchase order issued by Customer under the Agreement.
- 1.2. "Prices" means the prices for Work stated in the PO.
- 1.3. "Products" means the goods and/or services as described in the PO.
- 1.4. All other capitalized terms shall have the meanings set forth in the AFTU Standard Purchasing Terms and Conditions.

2. SUPPLIER RELATIONSHIP.

- 2.1. Supplier agrees to sell Products to Customer for the Prices set forth in the Quote and Quote Addendum. Customer shall issue at least one Order during the Initial Term of this Agreement.

3. QUANTITY AND DELIVERY.

- 3.1. Each Order will specify the quantity of the Products, the delivery date, and the delivery location. Sagrad confirmation of the PO delivery schedule is shown in Appendix A.

4. PRODUCTS SHORTAGES IN FORCE MAJEURE SITUATIONS.

- 4.1. In the event of a force majeure event (as defined herein) which reduces or otherwise limits Supplier's production or delivery capabilities, Supplier shall prioritize Customer's Orders to meet its commitments to Customer. Force Majeure shall mean any failure of or delay in the performance of this Agreement to the extent that such failure or delay is due to causes beyond Supplier's reasonable control, including acts of God, war, acts of terrorism, strikes or labor disputes, embargoes, or government acts or orders.

5. TERM AND TERMINATION.

- 5.1. The Term of this Agreement shall commence as of the Effective Date and continue through _____ (the "Initial Term") and shall automatically renew on a month to month basis unless otherwise terminated. Any termination of the month to month basis of the Supplier Agreement must be made on at least thirty (30) written notice effective on the final day of any month. Such action will be considered an expiration and be treated as a termination for convenience of the party giving notice for any outstanding orders.
- 5.2. Any Order placed under this Supplier Agreement. Including the associated Customer Purchase Order, Sagrad Quote and Quote Addendum, or the Supplier Agreement itself, may be terminated by either party upon written notice to the other: (i) in the event of breach by the other party of any of the terms and conditions of any document listed in Paragraph 12 below and the failure to cure such breach within sixty (60) days after the mailing of notice to the breaching party setting forth the breach and the desired cure; (ii) at any time upon or after the filing by the other party of a petition in bankruptcy or insolvency, or if filed by a third party, the filing of an answer, any of



which pleadings seeking reorganization, readjustment or arrangement of the business or the appointment of a trustee or receiver; (ii) or for the convenience of the party seeking termination after ninety (90) days from the date of such notice.

5.3. In the event the Customer terminates for cause or bankruptcy or Sagrad terminates for convenience, Customer shall pay Sagrad for any AFTU’s previously delivered by Sagrad or completed and ready for delivery within the notice timeframe. In the event of termination by Sagrad for Cause or the Customer for convenience, Customer shall pay Sagrad for all previously delivered AFTU’s, all AFTU’s completed and ready for shipment, all work in progress and all long-lead time components purchased by Sagrad necessary to complete the ordered AFTU’s in accordance with the agreed upon delivery schedule.

5.4. Termination of the Supplier Agreement terminates all orders placed under the Supplier Agreement. Termination of an individual order shall not terminate the Supplier Agreement, or any other orders placed under the Supplier Agreement. The termination or expiration of the Supplier Agreement shall not affect or impair the rights and obligations of either party under any order in existence prior to the termination or expiration, nor relieve any party of any obligation or liability accrued under the Supplier Agreement prior to such expiration or termination.

6. NOTICES

6.1. Any notice sent under this Agreement shall be deemed effective: (i) four (4) business days after mailing, postage first class prepaid, (ii) two (2) business days after delivery to an internationally recognized overnight courier service, or (iii) one (1) business day after email transmission to the other Party at the email address set forth below or as designated in writing from time to time.

	Sagrad, Inc	
COMPANY:	Sagrad, Inc	
ADDRESS:	202 West Drive, Melbourne, Fla 32904	
EMAIL:	sales@sagrad.com	
ATTN:	Controller	

7. CONFIDENTIALITY.

7.1. Each Party shall maintain the other Party’s Confidential Information in accordance with the terms and conditions of the Non-Disclosure Agreement executed by the Parties on _____.



Termination or expiration of such Non-Disclosure Agreement shall not relieve either party of its confidentiality obligations under this Agreement.

8. **USE OF NAME.**

8.1. This Agreement does not grant Customer any right to use Sagrad, (including its affiliates and subsidiaries) trademarks or other proprietary materials, documents or information. Without the prior written consent of Sagrad, Customer may not use the name, trademarks, logos or other proprietary material of Sagrad in any advertisement or publicity release.

9. **INCORPORATED DOCUMENTS.**

9.1. The following documents are applicable to this Agreement and incorporated herein by reference: (1) Quote, (2) Quote Addendum (3) Standard Terms and Conditions.

10. **INTELLECTUAL PROPERTY.**

10.1. Sagrad maintains all rights and claim to the intellectual property, of all types, (hardware and Software) in the listed products under these P.O.

12. **PRECEDENCE.**

12.1 Any inconsistencies in this Agreement shall be resolved in accordance with the following descending order of precedence: (1) Quote Addendum Number _____ dated _____, __ 202__ including Quote number _____ dated _____, 202__, (2) Supplier Agreement (3) Sagrad AFTU Standard Terms and Conditions (this Document), (4) the typed terms on the face of the Customer's Purchase Order without the printed terms and conditions.

Sagrad

BY:
Name: Adam Harriman
Title: CEO
Date: _____

BY:
Name: _____
Title: _____
Date: _____



Sagrad, Inc

Appendix A
Sagrad Order Confirmation Dates

Item Description	Quantity	Customer Request Date	Sagrad Commit Date