

Fabrica Corp.

SUPPLIER CUSTOMER AGREEMENT

Prepared for

Mr. Eric Payne

Prepared by

Ms. Louisa Dominco

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November 30, 2025

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1. PARTIES

- 1.1. This Supplier Customer Agreement ("Agreement"), created on November 30, 2025, by and between Ms. Louisa Dominco ("Supplier") of Fabrica Corp. ("Company"), and Mr. Eric Payne ("Customer") at 3037 Virgil Street Tallahassee, Florida 32301.
- 1.2. The Supplier and the Customer, each referred to as a "Party" and, collectively, as the "Parties" agree to the following terms and conditions stated hereon:

2. TERMS & AGREEMENTS

2.1. Sales of Goods

The Supplier agrees to supply the following fabrics ("Products") to the Customer:

Description	Quantity	Price	Unit	Total
Mulberry Silk Fabric	500	\$24.00	per yard	\$12,000.00
Chambray Fabric	500	\$12.00	per yard	\$6,000.00
Silk Chiffon Fabric	500	\$11.00	per yard	\$5,500.00
Tax				\$1,150.00
Total				\$24,150.00

2.2. Cancellations

The Customer may cancel its purchases through a written notice seven (7) working days before the delivery date. However, the Customer is obliged to pay for the cancellation fee of the Products.

3. PAYMENT

- 3.1. The Supplier shall provide the Customer an invoice with the total purchase price of the Products (5) days after the purchase order is forwarded by the Customer to the Seller via email.
- 3.2. The Customer is obliged to pay at least fifty percent (50%) of the total purchase price on or before December 10, 2025, and the remaining balance on or before December 20, 2025, via credit card, check, or bank transfer.

4. DELIVERY & INSPECTION

- 4.1. The Seller warrants to inspect the quantity and quality of the Products before delivering them to the address of the Customer.
- 4.2. The Customer agrees to inspect all Products forwarded by the Seller and will indemnify the Seller from any damages or losses caused to the delivered Products upon signing the proof of delivery (POD) form.
- 4.3. Should any of the delivered Products be deemed to be damaged, defective, or missing upon delivery, the Seller agrees to replace such Products, granted that the Customer reports it before signing the POD form.

5. GENERAL PROVISIONS

- 5.1. Either Party may not be liable for any delay or failure in the performance of their obligations due to any acts of God that may arise during the term of this Agreement.

- 5.2. All terms and provisions under this Agreement will be governed under the laws of and subject to the exclusive jurisdiction of the federal and state courts in Tallahassee, Florida.

6. SIGNATURES

IN WITNESS WHEREOF, each of the Parties has executed this Supplier Customer Agreement as of the day and year set forth above.

[SUPPLIER SIGNATURE]

[CUSTOMER SIGNATURE]

Ms. Louisa Dominco
Sales Representative
Fabrica Corp.

Mr. Eric Payne
Customer