

DETECHbio

CÔNG TY CỔ PHẦN DETECHbio

Chứng Nhận

ĐIỂM BÁN HÀNG CHÍNH HÃNG

SỮA CHO BÉ YÊU

ĐỊA CHỈ: 581/20/1 TRƯỜNG CHINH, PHƯỜNG TÂN SƠN NHÌ, QUẬN TÂN PHÚ
THÀNH PHỐ HỒ CHÍ MINH

SẢN PHẨM SỮA BỘT PÙRELAC®
NHẬP KHẨU NGUYÊN HỘP TỪ NEW ZEALAND

HÀ NỘI, NGÀY 15 THÁNG 9 NĂM 2023
CÔNG TY CỔ PHẦN DETECHbio
TỔNG GIÁM ĐỐC



NGUYỄN THỊ PHƯƠNG THẢO

PURELAC™ DISTRIBUTION AGREEMENT (Vietnam)

THIS AGREEMENT is made this 18th day of August 2023

PARTIES:

BETWEEN New Zealand Pure Dairy Products Limited (hereinafter called "NZPDP")
14 Canaveral Drive, Rosedale, Auckland, New Zealand

AND DETECH BIO Joint Stock Company (hereinafter called "the Distributor")
174 Nguyen Dong Chi St, Cau Dien Ward, Nam Tu Liem District, Hanoi,
Vietnam

WHEREAS:

- A. NZPDP has agreed to appoint the Distributor as a distributor of the products in the territory upon the terms and conditions set out in this Agreement.
- B. The Distributor shall distribute the products in the territory by way of purchasing the products from NZPDP and distributing the products in the territory to wholesalers and retailers and consumers.
- C. In this agreement unless the context otherwise requires the following applies:

"The territory" shall mean Vietnam.

"Product & Packaging specifications" shall mean the standard specifications of manufacturers and applicable to the manufacture of the product including product name & packaging material as specified in the schedule.

"Distributor" shall mean the Distributor selling the products of NZPDP directly to a consumer, and/or selling them to a wholesaler or/retailer or other distributor appointed by the Distributor to do the same.

"Default interest rate" shall mean 11%.

"Customer" shall mean a consumer of the products in the retail market.

"Product" shall be those products set out in the schedule to this agreement.

"Dealer" shall mean any individual/wholesaler who has received products from the Distributor.

"Similar Product" shall mean any another brand of similar formula (pages 1,2 & 3) that shall compete directly with Product Products in the market.

THE PARTIES AGREE

- 1.1 NZPDP appoints the Distributor a distributor of the products in the Territory upon the terms set out in this Agreement.

2.0 The Distributor shall sell and distribute the products in the Territory purchased from NZPDP as the sole and exclusive distributor in the Territory and shall not sell or distribute products in the Territory unless they have been acquired or purchased from NZPDP.

2.1 **PRICE TO DISTRIBUTOR**

2.1 Supply NZPDP agrees to supply and the Distributor agrees to purchase the products on the following terms:

(a) **Price:** The price to be paid for the products is set out in the schedule and payment shall be in NZ dollars. The Price shall remain constant during the first year from 1 June 2022 to 1 June 2023, after which NZPDP shall be entitled to give one month's written notice changing the price of a product or products.

(b) **Minimum Performance:** The Distributor shall purchase a minimum amount of product from NZPDP as hereinafter set forth:

- (i) In the year from 1 June 2022 to 1 June 2023, 200,000 units of Products and in each quarterly period of that year not less than 40,000 units of Products.
- (ii) In the year from 1 June 2023 to 1 June 2024, 200,000 units of Products and in each quarterly period of that year not less than 40,000 units of Products.
- (iii) In the year from 1 June 2024 to 1 June 2025, 200,000 units of Products and in each quarterly period of that year not less than 40,000 units of Products.

The Distributor and NZPDP agree that the terms of this clause are essential to NZPDP and in the event of the Distributor failing to comply with the minimum purchase requirements NZPDP may give 30 days written notice to the Distributor terminating this Agreement.

2.2 **FUNCTIONAL TERMS**

2.2.1 All orders shall be in writing or if placed verbally, shall be confirmed in writing within 3 working days after such verbal order. All orders, whether in writing or verbal shall specify (i) the quantity and description of the products (ii) requested delivery dates (iii) applicable price, and (iv) any special instructions. All orders shall be governed solely by the terms and conditions of this Agreement. In addition to or different provisions contained in the Distributor's purchase orders, NZPDP's order acknowledgements or any other business terms shall be of any force whatsoever unless agreed to in writing by the other party.

NZPDP is not obliged to accept any order placed by the Distributor for products if the value of such order is less than the agreed minimum order quantity unless the placing of such order is an order for part of a quarterly period only.

No order shall only be deemed to be accepted by NZPDP once an irrevocable letter of credit is issued by the Distributor in accordance with clause 4.2(a).

2.3 **Payment Terms**

2.3.1 Payment will be made pursuant to irrevocable letter of credit held by NZPDP from the Distributor which the Distributor maintains to keep and maintain at all times upon terms acceptable to NZPDP.



Signed by NZPDP:

Signature

Richard Light
Full name

Director

Designation

18 August 2023
(Date)

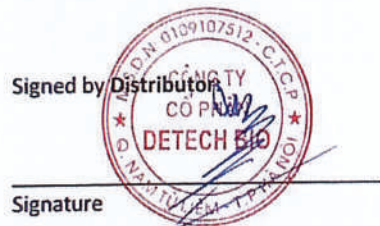
Signed by witnesses:

Witnesses' signature

Witnesses' full name

Witnesses' contact details

(Date)



Signed by Distributor:

Signature

Nguyen Thi Phuong Thao
(Full name)

Director

Designation

18 August 2023
(Date)

Signed by witnesses:

Witnesses' signature

Witnesses' full name

Witnesses' contact details

(Date)