

DATED

2nd September

2015

PARTIES

- 1 **OTUWHERE TRUSTEE LIMITED** at Level 3, Tower One, 205 Queen Street, Auckland 1010, New Zealand (the "Supplier")
- 2 **GREAT ESPRIT LIMITED** at Unit 503, 5/fl., Silvercord Tower, 30 Canton Road, Tsimshatsui, Hong Kong (the "Customer")

BACKGROUND

The Supplier is willing to supply and the Customer is willing to purchase the Products (as defined below) on the terms of this Agreement.

IT IS AGREED THAT:

1 DEFINITIONS AND INTERPRETATION

- 1.1 The following definitions apply in this Agreement unless inconsistent with the context or otherwise specified:

"Affiliate" means in relation to either party, any company in or of which, at the relevant time, that party (a) holds a majority of the voting rights in it; or, (b) is a member having the right to appoint or remove a majority of its board of directors; or, (c) is a member controlling alone or pursuant to an agreement with other shareholders or members, a majority of the voting rights in it. In this definition, "company" includes any body incorporated or otherwise;

"Agreement" means this agreement (including the Schedules and Appendices);

"Business Day" means a day on which registered banks are open for general banking business, other than a Saturday, Sunday or statutory holiday, in Auckland, New Zealand;

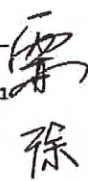
"CIF" means Cost Insurance and Freight as more particularly outlined in the Incoterms 2010 Rules but as may be modified herein;

"Commencement Date" has the meaning given to it in clause 3.1;

"Force Majeure" means, in relation to either party, any circumstances beyond the reasonable control of that party (including, without limitation, any epidemic, disease, Act of God, shortage of materials, war, labour disputes, accidents, fire, breakdown of machinery, acts of government or other legal authority, acts of terrorism, riot or civil commotion and whether ejusdem generis to the above causes or not provided that an obligation by the Customer to pay the Supplier shall not be considered to be an event of Force Majeure;

"GST" means goods and services tax under the Goods and Services Tax Act 1985 (as amended);

"Intellectual Property" means all present and future worldwide copyrights, trademarks (including the right to apply for a trade mark), trade secrets, patents, patent applications, moral rights, contract rights and other proprietary rights, whether registered or unregistered;



"Minimum Annual Order" means the minimum annual order of Products required to be ordered each year, as specified in Schedule 1 and as may be amended from time to time as agreed in writing by the parties;

"Period" means:

- (a) each successive period of 3 months after the Commencement Date; and
- (b) any shorter period ending on termination of this Agreement;

"Port of Destination" means the port in China or Hong Kong where the Products arrive for uplift by the Customer;

"Port of Discharge" means the port where the Products are first landed in China or Hong Kong (whichever is applicable);

"Products" means the products set out in Schedule 1;

"Relationship Manager" has the meaning given to it in clause 12;

"Sale and Purchase Order Contract" has the meaning given to it in clause 4.3;

"Specifications" means the specifications set out in Schedule 2;

"Term" has the meaning set out in clause 3.2; and

"Territory" means People's Republic of China including Hong Kong.

1.2 **General provisions of Interpretation** – In the construction and interpretation of this Agreement unless inconsistent with the context or otherwise specified:

- (a) references to Background, clauses and Schedules are references to background, clauses and schedules of this Agreement;
- (b) references to statutes or statutory provisions include those statutes or statutory provisions as amended, extended, consolidated, re-enacted or replaced from time to time and any orders, regulations, instruments or other subordinated legislation made under them (except to the extent that any amendment enacted after the date of this Agreement would increase or extend the liability of either party);
- (c) words importing the singular number include the plural and vice versa, references to any gender include every gender and references to persons include corporations and unincorporated bodies of persons, government or semi-government bodies or agencies or political subdivisions of them;
- (d) headings are inserted for convenience only and do not affect the interpretation of this Agreement;
- (e) references to "dollars" and "\$" are references to New Zealand dollars;
- (f) references to "written" and "in writing" include any means of permanent visible representation;
- (g) references to time are to New Zealand time; and
- (h) references to any document include all modifications and replacement documents from time to time.

2 SUPPLY AND PURCHASE OF PRODUCTS



- 2.1 While this Agreement continues and subject to its terms and conditions, the Supplier shall supply and the Customer shall purchase such quantities of the Products as may be ordered by the Customer from time to time under clause 4.
- 2.2 All supplies of the Products under this Agreement shall be subject to the Customer completing a purchase order in the form attached as Schedule 4 (as may be amended by the Supplier from time to time), except to the extent that any provision of those terms and conditions is inconsistent with any provision of this Agreement (in which case the provision of this Agreement shall prevail) or the parties agree to vary those terms and conditions.
- 2.3 During the Term of this Agreement the Customer shall conduct the Customer's business in a way that does not cause damage to, or discredit the Supplier's business, or brands, or goodwill in the Supplier's Intellectual Property.
- 2.4 Where required by the Supplier, the Supplier's prior approval of the Customer's marketing and advertising of the Products must be obtained in writing.
- 2.5 The parties agree that the Customer shall have exclusive distribution rights for the Products in the Territory for the Term, provided however, that the exclusive distribution rights do not apply to that part of the Territory, which is Hong Kong, where, in Hong Kong, the Customer shall have non-exclusive distribution rights for the Products for the Term.

3 TERM AND REVIEW

- 3.1 This Agreement shall commence on the date of ^{30th Mar 2015} ~~its signature by the parties~~ (the "Commencement Date") and continue in force until the earlier of termination on 90 days written notice by a party to the other party, or otherwise, termination in accordance with this Agreement ("Term").
- 3.2 The parties may review the Schedule 1 Products and pricing and (if required) the provisions concerning ordering and delivery, on the second anniversary of the Commencement Date of this Agreement and thereafter every two years on the anniversary of the Commencement Date. The review may be initiated by either party giving to the other party written notice of the requirement for a review, such notice to be given not later than (3) three months prior to the relevant review date. Following such review and on the matters that the parties have agreed, they will record any amendment to the Agreement in writing, signed by the parties, in accordance with clause 16.5.

4 ORDERS AND DELIVERY

- 4.1 The Customer shall order in each year an aggregate amount of Products being no less than the Minimum Annual Order specified in Schedule 1 at the pricing set out in Schedule 1.
- 4.2 The Customer shall, not less than 20 Business Days before the start of each Period (other than the first Period), provide the Supplier with its best estimate of its requirements for the Products for the Period on a monthly basis. The Customer has already provided the Supplier with such estimate for the first Period. The Customer shall notify the Supplier in writing of anything occurring which may affect those estimates as soon as practicable.
- 4.3 The Customer shall order the Products in accordance with the ordering procedures set out in Schedule 3. In ordering the Products the Customer shall complete an order form in the form attached in Schedule 4 (Sale and Purchase Order Contract), in accordance with Step 1 of the ordering procedure set out in Schedule 3. The Customer shall pay the deposit payable once the order has been confirmed by the Supplier (in accordance with Step 3 of the order procedure outlined in Schedule 3).
- 4.4 The Supplier shall deliver the Products ordered under this Agreement to the delivery site set out in Schedule 3.
- 4.5 The Supplier shall use its reasonable endeavours to meet any delivery date specified in an order or otherwise agreed between the parties. However, time of delivery shall not be of the essence and if, despite those endeavours, the Supplier is unable for any reason to fulfil

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any delivery on such date, the Supplier shall not be in breach of this Agreement or have any liability to the Customer unless and until the Customer has given written notice to the Supplier requiring delivery to be made within 10 Business Days afterwards and the Supplier has not fulfilled the delivery within that period.

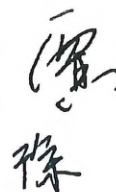
- 4.6 For the avoidance of doubt, the Supplier shall not be obliged to give the Customer any priority over any other Customer of the Supplier with regard to the supply or delivery of the Products.
- 4.7 If the Customer's orders of the Products exceed (or appear from any estimates given under clause 4.1 that they will exceed) the capacity or stocks of the Supplier, the Supplier shall notify the Customer accordingly.

5 PRICE AND PAYMENT

- 5.1 The price payable by the Customer to the Supplier for the Products is set out in Schedule 3.
- 5.2 The price for the Products is inclusive of any costs of packaging, carriage and insurance of the Products, GST and other applicable New Zealand governmental fees, taxes, levies and duties (excluding any taxes in the nature of Supplier's income tax).
- 5.3 The Supplier shall invoice the Customer CIF when the goods leave New Zealand port (together with the Items referred to in clause 5.2) in respect of deliveries of the Products made under this Agreement during the previous month. The Customer shall pay such invoices, without deduction or set off in cleared funds to the bank account nominated by the Supplier within the time frame specified for payment in the Sale and Purchase Order Contract, or, if no such time frame is specified, then within 90 days from the date on which the invoice is submitted.
- 5.4 If the Customer fails to pay any amount on or before the due date then (without prejudice to clause 10):
- (a) the amount shall bear interest from the due date until payment is made in full, both before and after any judgment, at 5% per annum over the commercial overdraft facility interest rate charged by the Supplier's bank from time to time;
 - (b) the Supplier may require cash on delivery for any further orders of the Products; and
 - (c) the Supplier may suspend deliveries of the Products until the amount has been received by the Supplier from the Customer.

6 RISK AND TITLE

- 6.1 Risk in, and responsibility for, the Products shall pass to the Customer upon delivery. For the avoidance of doubt, delivery is deemed to take place upon arrival of the Products at the Supplier's delivery site specified in Schedule 3.
- 6.2 Title to the Products shall not pass to the Customer until payment in full of the price (together with the Items referred to in clause 5.2). Until such time as title passes, the Customer shall hold the Products as the Supplier's fiduciary agent and bailee and keep them separate from goods of the Customer and third parties and properly stored, protected and identified as the Supplier's property. Until that time, the Customer may resell or use the Products in the ordinary course of its business, but shall account to the Supplier for the proceeds of sale or otherwise of the Products, and shall keep all such proceeds separate from any monies or property of the Customer and third parties.
- 6.3 Until such time as the Customer becomes the owner of the Products, it will:
- (a) store them on the Customer's premises separately;



- (b) ensure that the Products are kept in good and merchantable condition;
 - (c) secure the Products from risk, damage and theft; and
 - (d) keep the Products fully insured against such risks that are usual or common to insure against in a business of a similar nature to that of the Customer.
- 6.4 Until such time as title in the Products passes to the Customer, the Supplier may at any time require the Customer to deliver up the Products to the Supplier and, if the Customer fails to do so forthwith, enter upon the Customer's property and recover the Products.
- 6.5 The Customer shall not charge, by way of security for any indebtedness, any of the Products where title to them is, pursuant to this clause 6, held by the Supplier.

7 WARRANTIES

- 7.1 The Supplier warrants that the Products when supplied by the Supplier will be in accordance with the Specifications. If it is agreed or determined that any Products supplied do not meet the Specifications, the Supplier may, at its option:
- (a) compensate the Customer by reducing the price for the non-specification Products;
 - (b) replace the non-specification Products free of charge; or
 - (c) recover the non-specification Products and refund the Customer the price for such Products.
- 7.2 The Customer confirms that, in agreeing to enter into this Agreement, it has not relied on any representation, warranty, collateral contract or other assurance except as expressly set out in this Agreement (including the Specifications). To the extent any previous representation, warranty, collateral contract or assurance was made to or with the Customer, the Customer waives all rights and remedies in respect of it.
- 7.3 The express terms of this Agreement are in lieu of all warranties, conditions, terms, undertakings and obligations implied by statute, common law or otherwise, all of which are excluded to the fullest extent permitted by law.
- 7.4 The Supplier disclaims any liability with respect to any Products which, following delivery to Customer:
- (a) have been tampered with or in any way altered or modified other than labelling or packaging, other than by the Supplier; or
 - (b) have been subject to misuse, negligence or accident other than by the Supplier; or
 - (c) have been stored, handled, maintained or used in a manner contrary to regulatory requirements or the Supplier Instructions.
- 7.5 **Examination and Claims:** The Customer may entrust the CIQ (China Inspection and Quarantine Services) of the People's Republic of China or its branch, and/or CCIC (China Certification & Inspection Group) of People's Republic China or its branch, to re-examine the Products following the Customer's examination of them within 30 days of the ordered Products arriving at the agreed Port of Discharge or Port of Destination (whichever is applicable). The examination certificate issued by CIQ or CCIC shall be final and binding upon both parties. The Customer shall, within 30 days of the Products arriving at the Port of Discharge or Port of Destination (whichever is applicable) in respect only of matters which are outside of the CIQ and or CCIC certification, give written notice to the Supplier that the goods fail to conform with the terms of this Agreement and or, the Sale and Purchase Order Contract for the Products supplied. The losses suffered by the Customer due to damage, defect or short supply of the ordered Products, or other related and reasonably foreseeable loss shall be borne by the Supplier.

8 ACCESS TO PROPERTY

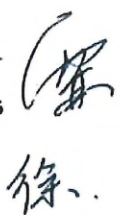
- 8.1 Where, for the purposes of this Agreement, any employee, agent or contractor of the Customer enters upon any property owned or used by the Supplier, the Customer shall:
- (a) comply with all directions given by the Supplier (including all policies and codes of practice supplied to it); and
 - (b) indemnify the Supplier and keep the Supplier fully and effectively indemnified on demand from and against all loss and damage suffered or incurred by the Supplier arising directly or indirectly from any breach or non-observance by the Customer of its obligations under clause 8.1 or any act or omission of any such employee, agent or contractor while on the property.

9 LIMITATION OF LIABILITY

- 9.1 The Supplier's liability (whether in contract, tort (including negligence) or otherwise) for any loss or damage suffered or incurred by the Customer arising directly from any act or omission of the Supplier shall be limited to the price payable by the Customer for the Products in respect of which the liability has arisen or, where the liability does not arise from or is not attributable to any particular delivery of Products, to the price paid by the Customer in the three months prior to the event giving rise to the liability.
- 9.2 In no event shall the Supplier be liable (whether in contract, tort (including negligence) or otherwise) for any loss (whether direct or indirect) of profits, business, anticipated savings or other economic loss, or for any indirect, special or consequential loss, even if the Supplier was or should have been aware of the likelihood of such loss.
- 9.3 No action regardless of form may be brought by the Customer against the Supplier more than one year after the cause of action has arisen.

10 TERMINATION

- 10.1 Either party may terminate this Agreement forthwith by written notice to the other if:
- (a) that other party commits any continuing or material breach of any of the provisions of this Agreement and, in the case of a breach which is capable of remedy, fails to remedy the breach within 10 Business Days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied. For the avoidance of doubt, a breach of any of clauses 2.3 or 4.1 shall be considered to be a material breach of the provisions of this Agreement;
 - (b) an encumbrancer takes possession or a receiver is appointed over any of the property or assets of that other party;
 - (c) that other party makes any voluntary arrangement with its creditors or becomes subject to an administration order;
 - (d) that other party goes into liquidation (except for the purposes of an amalgamation, reconstruction or other reorganisation and in such manner that the company resulting from the reorganisation effectively agrees to be bound by or to assume the obligations imposed on that other party under this Agreement); or
 - (e) that other party ceases, or threatens to cease, to carry on business.
- 10.2 For the purpose of clause 10.1(a), a breach will be considered capable of remedy if the party in breach can comply with the provision in question in all respects other than as to the time of performance.



- 10.3 The rights to terminate this Agreement given by this clause 10 shall not prejudice any other right or remedy of either party in respect of the breach concerned (if any) or any other breach.
- 10.4 Upon the termination of this Agreement for any reason:
- (a) despite any other provisions of this Agreement, the terms of clauses 5, 8, 9, 13, 16.1, 16.6, 16.6, 16.10 and 16.11 shall continue in force in accordance with their terms; and
 - (b) all amounts accrued but unpaid pursuant to this Agreement shall forthwith become due and payable.

11 FORCE MAJEURE

- 11.1 If either party is affected by Force Majeure it shall promptly notify the other party of the nature and extent of the circumstances in question.
- 11.2 Despite any other provision of this Agreement, neither party shall be in breach of this Agreement, or otherwise be liable to the other, for any delay in performance or non-performance of any of its obligations under this Agreement, to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly.
- 11.3 If at any time the Supplier claims Force Majeure in respect of its obligations under this Agreement with regard to the supply of the Products, the Customer may obtain from any other person such quantity of the Products as the Supplier is unable to supply, and such quantity shall, for the purposes of clause 4.6 only, be treated as having been ordered from the Supplier.
- 11.4 For the avoidance of doubt, nothing in this clause 11 shall relieve the Customer from liability to pay any amount due under this Agreement on the due date for payment.

12 RELATIONSHIP MANAGEMENT

- 12.1 The Supplier and the Customer shall each appoint a relationship manager ("Relationship Manager") to manage this Agreement and to be responsible for the operational delivery of this Agreement and to have signing authority for and on behalf of them in respect of the operation of this Agreement. The initial Relationship Managers are those persons named in Schedule 3. Each party must notify the other party promptly in writing of any change to its Relationship Manager.
- 12.2 The Relationship Managers will communicate on a quarterly basis (or at such other frequency as may be agreed between them) to discuss matters such as performance of the parties under this Agreement.

13 RESOLUTION OF DISPUTES

- 13.1 If any dispute arises between the parties concerning this Agreement (including its breach, validity or termination), the parties shall in good faith endeavour to resolve the dispute by consultation and negotiation between the Relationship Managers or by using appropriate dispute resolution techniques, but without prejudice to any other right or entitlement they may have pursuant to this Agreement or otherwise.
- 13.2 If a dispute is not resolved within 10 Business Days of written notice by one party to the other of the dispute (or such further period agreed in writing between them), either party may refer the dispute to the arbitration of a single arbitrator. The arbitrator shall be agreed between the parties within 10 Business Days of written notice of referral by the referring party to the other or, failing agreement, shall be appointed by the President for the time being of the New Zealand Law Society. In either case, the arbitrator shall not be a person who has participated in any informal dispute resolution procedure in respect of




the dispute. Other than as provided in this clause, the arbitration shall be conducted in accordance with the provisions of the Arbitration Act 1996 and the parties expressly include the provisions of the Second Schedule of that Act and reserve the right of appeal to the High Court on any question of law arising out of an award.

14 ASSIGNMENT AND SUBCONTRACTING

- 14.1 The Supplier may perform any of the obligations undertaken by it and exercise any of the rights granted to it under this Agreement through any other company which at the relevant time is its Related Company (as defined by section 2(3) of the Companies Act 1993), and any act or omission of any such company shall for the purposes of this Agreement be deemed to be the act or omission of the Supplier.
- 14.2 Subject to the Customer's consent (which shall not be unreasonably withheld), the Supplier may carry out its obligations under this Agreement through any agents or subcontractors appointed by it in its absolute discretion for that purpose.
- 14.3 Except as provided in clauses 14.1 and 14.2, this Agreement is personal to the parties, and none of the rights or obligations of either of them may be assigned or transferred without the prior written consent of the other. #

15 NOTICES

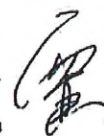
- 15.1 Every notice given or required to be given under this Agreement ("Notice") shall be in writing. Notice shall be served on a party at the address of that party set out in clause 15.2 or to such other address in New Zealand as that party shall have notified the other party in accordance with this clause.
- 15.2 The address for each party is:
- (a) (In the case of the Supplier):
- Attention: [REDACTED]
- Address: Level 3, Tower One, 205 Queen Street, Auckland 1010, New Zealand
- Email: [REDACTED]
- (b) (In the case of the Customer):
- Attention: [REDACTED]
- Address: Unit 503, 5/fl., Silvercord Tower, 30 Canton Road, Tsimshatsui, Hong Kong
- Telephone: [REDACTED]
- Email: [REDACTED]
- 15.3 Every Notice shall be sent by courier, by fast post, by email, or by facsimile transmission. A Notice addressed to a corporation shall be marked for the attention of its chief executive (or equivalent officer). To be valid, a Notice must be despatched on a Business Day.
- 15.4 A Notice shall be deemed to be served if by courier, at the time of delivery and, if posted, at 10.00 am on the second Business Day after the day it was put in the post. If sent by email, it shall be deemed to be served upon receipt by the sender of an acknowledgement of the sender's email being received by the recipient. If sent by facsimile transmission, it shall be deemed to be served at the expiration of two hours after the time of despatch, if despatched before 3.00 pm and in any other case at 10.00 am on the first Business Day after the date of despatch.


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- 15.5 In proving service of Notice It shall be sufficient to prove that delivery was made or that the envelope containing the Notice was properly addressed and posted by prepaid fastpost or that the sender's facsimile transmission report confirmed receipt or that the sender of the Notice by email received an email (or other written) acknowledgement of receipt from the recipient (with an automatic "read receipt" not constituting acknowledgement of an email for the purposes of this clause 15.5 and clause 15.4).

16 GENERAL

- 16.1 Each party shall pay the costs and expenses incurred by that party in relation to the negotiation, preparation and implementation of this Agreement.
- 16.2 Nothing in this Agreement shall create, or be deemed to create, a partnership between the parties.
- 16.3 Other than as expressly set forth herein or strictly as is necessary for the proper performance of this Agreement by the Customer, no licence or right to use (expressly or implied), is granted by this Agreement by the Supplier to the Customer or any of the Customer's Affiliates in respect of any of the Supplier's Intellectual Property.
- 16.4 This Agreement constitutes the entire agreement between the parties relating to its subject matter, and supersedes all previous agreements between the parties relating to that subject matter.
- 16.5 Any variation or waiver of any terms of this Agreement shall not be binding unless set out in writing, expressed to amend this Agreement and signed by or on behalf of the parties.
- 16.6 This Agreement shall be governed by the laws of New Zealand and the parties submit to the exclusive jurisdiction of the New Zealand Courts.
- 16.7 If any provision of this Agreement, or any part of a provision of this Agreement, is found to be illegal, invalid or unenforceable the remaining provisions, or the remainder of the provision concerned, shall continue in effect.
- 16.8 Any failure or delay in enforcing compliance with any term of this Agreement shall not be a waiver of that or any other term of this Agreement.
- 16.9 The Customer shall preserve as confidential the contents of this Agreement and any other information provided by the Supplier (including, for the avoidance of doubt, by its Relationship Manager) to the Customer relating to or for the purposes of this Agreement, including without limitation Specifications and price for the Products. Despite the above, the Customer shall not be required to keep confidential any information which is already in the public domain (other than by reason of the Customer's breach of this Agreement).
- 16.10 This Agreement may be executed in any number of counterparts and all the counterparts when taken together will constitute one agreement. Each party may enter into this Agreement by executing a counterpart. The parties acknowledge that this Agreement may be executed by an exchange of facsimile and/or scanned and emailed PDF copies and execution of this Agreement by that means is valid and sufficient execution.
- 16.11 Each individual signing this Agreement on behalf of a party represents that he has been fully empowered by that party to execute this Agreement, that all necessary action to authorise execution of this Agreement by him has been taken by such party and that the party on whose behalf he executes this Agreement has full authority, power and capacity to enter into this Agreement and that all necessary actions have been taken to enable that party lawfully to enter into this Agreement.




EXECUTED by the parties on the date specified at the beginning of this Agreement.

SIGNED for and on behalf of
OTUWHEREO TRUSTEE LIMITED
as Supplier

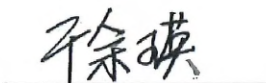
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Director

SIGNED for and on behalf of
GREAT ESPRIT LIMITED
as Customer

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Director

SCHEDULE 1

Products and Pricing

Product	Pricing
O:TU Sweetwine Marlborough	
O:TU Reserve Marlborough Sauvignon Blanc	
O:TU Prestige Marlborough Sauvignon Blanc 2013	
O:TU Collector Marlborough Sauvignon Blanc	
Music Bay Marlborough Sauvignon Blanc	
O:TU Marlborough Pinot Noir 2013	
O:TU Single Vineyard Marlborough Sauvignon Blanc 2012	

Minimum Annual Order

Year	Product Description	Amount
2015-2016	mixed	NZD1.5 million of Supplier sales to the Customer
2016-2017	mixed	NZD3.0 million of Supplier sales to the Customer





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SCHEDULE 2

Specifications

1. The Products shall:

- (a) be of merchantable quality; and**
- (b) comply with their description as provided by the Supplier to the Customer.**

SCHEDULE 3

1 Ordering Procedures

Step 1 – Purchase order

Step 2 – Stock confirmation

Step 3 – Purchase order confirmation / Sale and Purchase Order Contract signed/ deposit payable

Step 4 – Schedule shipment

2 Delivery Site

The Port of Discharge as specified in the relevant Sale and Purchase Order Contract

3 Relationship Managers

Supplier's Relationship Manager:


Customer's Relationship Manager:

[Redacted]

Address: [Redacted]

Telephone: [Redacted]

Email: [Redacted]


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SCHEDULE 4

Template Purchase Order Contract Form

See attached

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REMARK: 10% More or Less in Contracted Quantity is allowed.

Deposit Payable: [REDACTED]

4. Quantity: In accordance with the Health Certificate and Certificate Analysis by Sellers.

5. Country of origin and Manufacture: New Zealand

6. Sea Freight Deliver Date:

7. Port of Discharge:

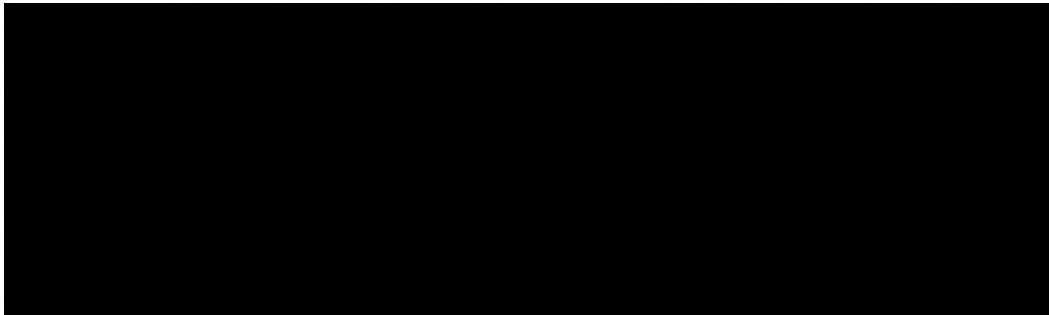
Port of Destination:

Final Destination:

8. Transshipment: Not allowed
Partial Shipment: Not allowed

9. Insurance: To be effected by the Sellers for 110% of the Invoice value covering amongst other things, transport of goods from the Seller's premises in Blenheim, ocean marine transportation all risks, plus extensions and exclusions per copy attached (in a form previously approved by the Buyers).

10. Terms of payment:



For the purpose of the Buyers making payments to the Supplier, the Supplier's bank account details are as follows:

Supplier's Bank Information:

Bank Name: [REDACTED]

LJP-286275-4-13-V1

Wine Supply agreement

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Handwritten signature and mark.

Account Name: Otuwhero Trustee Limited
Account Number: [REDACTED]
Swift Code: [REDACTED]
Ref: [REDACTED]

11. Documents required: The Sellers shall present to the paying bank the following documents for negotiation:

- (1) Signed Commercial Invoice
- (2) Packing List
- (3) Certification of Origin
- (4) Health Certificate
- (5) Certificate of Analysis
- (6) Ingredient List
- (7) 3 Original copies of Airway Bill

12. Examination Period: The Buyers should examine the goods within 30 days as of the date of the arrive of the goods at the Port of Discharge; if the Port of Destination is not the same as the Port of Discharge and the contract involves the carriage of the goods, the examination may be deferred until after the goods have arrived at the Port of Destination.

13. Law application:

- A. This contract will be governed by the law of New Zealand.
- B. The terms such as CIF in the contract are based on INCOTERMS 2010.

14. The effectiveness of contract: This contract becomes effective once signed by the representatives of the both parties and may only be modified by mutual agreement in writing signed by the representatives of the both parties.

The Sellers (Signature)

The Buyers (Signature and seal)

Otuwhero Trustee Limited

Great Espirlt Limited

Date:

Date:

