



Agreement

between

Wieland Electric Singapore Pte. Ltd.
(direct subsidiary of Wieland Electric GmbH)
25 International Business Park
#03-09 German Centre
Singapore 609916

- subsequently referred to as Wieland -

and

CTI Supply Co., Ltd
52 Huynh Thien Loc, Hoa Thanh Ward, Tan Phu Distric
Ho Chi Minh City 70000, Vietnam

- subsequently referred to as – CTI

Contents of Contract

Contents of Contract.....	2
1. Object of Contract.....	3
2. Rights and Duties of Contracting Parties.....	3
3. Order Transfer.....	4
4. Purchase of Sample/Demo.....	4
5. Stock-Keeping.....	4
6. Stock Adjustment.....	4
7. Price.....	5
8. Order and Delivery Process.....	5
9. Terms and Conditions.....	5
10. Sales Planning.....	5
11. Warranty.....	5
12. General Terms and Trademark.....	5
13. Term of Contract.....	6
14. General Rules.....	6
15. Final Clauses and Salvatorious Clause.....	7
Annex 1: Contract Products and Discount Factors.....	8
Annex 2: Payment and Delivery Terms.....	9
Annex 3: General Terms and Conditions.....	10
Annex 4: Basic Equipment.....	11
Annex 5: CTI - Line Card/ Product Portfolio.....	12



1. Object of Contract

CTI on a non-exclusive basis buys and sells on its own account Wieland contract products (annex 1) which CTI obtains from Wieland solely.

New products of the contract products groups will be considered as covered by this agreement if nothing else agreed.

Wieland may change the list of the contract products by notice in writing subject to a term of six months without the need for a termination of the contract. Such announced amendment authorizes CTI to redeliver redundant Wieland products to the net value of goods within a period of 6 months. Any other compensation claims are excluded.

The contract territory is **Vietnam**.

CTI supplies to customers the selected product portfolio of Wieland within the territory.

2. Rights and Duties of Contracting Parties

CTI promotes the sale of the contract products by using its sales force, listing of the contract products in its sales records and on its website and by regular sales promotion activities.

CTI and Wieland inform each other regularly of market trends as well as of planned and realised marketing activities. By prior agreement Wieland shares the costs of joint, coordinated and proven promotions that CTI implements for contract products.

Wieland supports CTI with regular technical information and offers adequate trainings. CTI commits to train employees regarding the contract products resp. to participate in Wieland trainings.

CTI commits not to overtake either the representation or the distribution of any goods directly or indirectly which are competitive to WIELAND contract products, are identical or similar to them or have the capability of being used as a substitute for them. The CTI's existing product portfolio at the time of signing the contract (annex 5) will remain unaffected.

3. Order Transfer

Wieland will transfer orders and requests of consumers who are not direct customers to the CTI.

The CTI commits to offer Wieland an order regarding contract products for direct handling immediately if the customer order exceeds CTI's possibilities of processing the order.

Wieland has with a number of international operating large companies signed delivery contracts. These contracts regulate a direct delivery of Wieland products to their production facilities or sales organisation worldwide. Deliveries to such companies are therefore excluded from this contract with CTI.

4. Purchase of Sample/Demo

CTI will place orders for marketing or training samples worth of EUR 1000 within 30 days of contract signing date. Consultation with the responsible sales person at Wieland shall be made.

5. Stock-Keeping

CTI operates a stock of contract products at its own expense. Stock size has to be adjusted to market situation.

6. Stock Adjustment

Upon request of CTI Wieland checks the possibility of stock adjustment. At this return of goods that had not been handled will be credited if:

- Products are in Wieland packages with unbroken label
- Products and packages are in undamaged condition
- Products are not discontinued
- Products are not older than one year (production code)
- Product return is coordinated with Wieland

CTI will bear the costs of the return. For handling and restocking the CTI's account will be charged with 20% of the net value. In case that the return of goods should not comply with the above requirements, Wieland offers CTI the return or scrapping at the expense of CTI.

Customised parts are excluded from the stock adjustment. This regulation does not apply to PCB terminals.

7. Price

The current valid price list will apply less agreed discounts according to annex 1.

Furthermore for defined projects special prices can be agreed upon.

On Wieland's request CTI is obliged to prove that the special prices are applied exclusively on the project in question.

Wieland reserves the right to adjust prices at any time, which will be announced with a lead time of three (3) months.

8. Order and Delivery Process

Deliveries to CTI will be affected in complete Wieland packaging units only.

9. Terms and Conditions

See annex 2 and 3.

10. Sales Planning

In the third quarter of each calendar year CTI and WIELAND will mutually elaborate a common budget for the next calendar year. In case any indications of significant budget deviations occur the contracting parties shall immediately inform each other, in order to take appropriate action.

11. Warranty

The relevant legal regulations of the agreed territory will apply.

12. General Terms and Trademark

CTI has to use the terms given and designated by Wieland regarding the distribution of the contract products.

CTI may use the Wieland logo for technical details, brochures and similar promotional material. Guidelines apply as laid down in the Corporate Identity Manual Wieland.

13. Term of Contract

This contract goes into effect on **1st August 2024**. The contract is concluded for a definite period. The contract may be terminated in writing with a notice period of **3 months** to the end of the year **2024** for the first time. Thereafter the contract can be terminated on both sides with a period of **6 months** to the end of a calendar year. Termination shall be effected by registered letter with acknowledgment of receipt.

The right to termination with immediate effect for cause, especially with continuing or serious breach of fundamental contractual obligations, remains unaffected for both parties.

Both parties are entitled to an immediate termination, if

- bankruptcy or insolvency proceedings are opened over the assets of the CTI or Wieland,
- on the part of CTI or Wieland a change of ownership or change of shareholders takes place, leading to a significant change in the corporate structure,
- CTI or Wieland assign the rights and obligations under this contract to a third party,
- CTI is unable to perform this contract by law, regulation, governmental or judicial action,
- CTI should move its headquarters to another country.

After termination of the cooperation by Wieland CTI may return the stock of contract products to Wieland provided the products are in redeemable form (see article 5: stock adjustment) and these are current products purchased within the last 12 months. Special types and discontinued products are excluded from this right to return.

CTI has a right to return provided he terminates the cooperation for reasons he is not responsible for.

The right to return does not apply if CTI is responsible for cessation of cooperation. In this case Wieland reserves the right to offer the CTI the redemption of the stock.

14. General Rules

In case of termination of the contract – whatever the reason - financial settlement and compensatory payment of any kind are mutually excluded.

CTI may assign its rights and obligations under this contract to third parties or may cede to them with the prior written consent of Wieland only.

15. Final Clauses and Salvatorious Clause

This agreement with enclosures embodies all commitments of both parties. Any addenda to supplement this agreement should be in writing

The contractual relationship is subject to German law.

Should any part of the agreement be in conflict with applicable legislation the rest of the agreement will still remain in force. The parties will replace the invalid provision by a valid provision that comes closest to their targets.

This contract is subject to German law, jurisdiction is Singapore.


Annexes 1 to 5 are essential components of this contract.

Singapore, 31.07.2024


Wieland Electric Singapore Pte Ltd
25 International Business Park
#03-09 German Centre
Singapore 609916

Name: Martin Herbrich
Title: Managing Director

Ho Chi Minh, 22-Jul-24

CTI


Name: Vũ Văn Minh Công
Title: Director

Annexes:

- Annex 1: Contract Products and Discount Factors
- Annex 2: Payment and delivery terms
- Annex 3: General terms and conditions
- Annex 4: CTI – basic equipment
- Annex 5: CTI - Line Card