

This Wholesale Distribution Agreement ("Agreement") is made and entered into as of __/__/__, by and between:

Supplier:

The Wursthutte Butchers Pty.Ltd.
ABN: 51165715097
187 Glenferrie Road Malvern, 3144.
Phone: +61 3 9509 3359
Email: shop@wursthutte.com.au
Website: www.wursthutte.com.au

Distributor (Stockist):

(to be filled out)

1. Appointment and Territory

Grant of Rights: The Supplier appoints the Distributor as a non-exclusive distributor of the Supplier's products **The Wursthutte** Products within the following territory: Victoria

Restrictions: The Distributor agrees not to sell the Products outside the designated territory without prior written consent from the Supplier.

2. Products and Pricing

Product List: A detailed list of Products, including specifications and pricing, is attached hereto as Exhibit A.

Pricing: The Supplier agrees to provide the Products to the Distributor at the wholesale prices set forth in Exhibit A. Prices may be subject to change upon [10] days' written notice to the Distributor.

3. Orders and Payment

Order Process: Orders shall be placed by the Distributor via email or txt. The Supplier will confirm receipt and estimated delivery dates.

Payment Terms: Payments are due on the day of delivery or 7 days from the date of the Supplier's invoice. Accepted payment methods include cash or internet bank transfers.

Late Payments: Late payments will incur a 50% late fee per month on the outstanding amount.

4. Delivery and Risk of Loss

Delivery Terms: Delivery of Products will be made within Victoria Region. The Distributor is responsible for all shipping costs and insurance.

Risk of Loss: Risk of loss passes to the Distributor upon delivery of the Products to the carrier.

5. Marketing and Promotion

Marketing Materials: The Supplier will provide the Distributor with marketing materials, The Wursthutte Butchers, to promote the Products.

Branding Guidelines: The Distributor agrees to adhere to the Supplier's branding guidelines when marketing the Products.

6. Term and Termination

Term: This Agreement shall commence on the Effective Date 31 May 2025 and continue unless terminated earlier as provided herein.

Termination for Convenience: Either party may terminate this Agreement upon 10 days' written notice to the other party.

Termination for Cause: Either party may terminate this Agreement immediately upon written notice if the other party breaches any material term of this Agreement and fails to cure such breach within 10 days after receiving written notice of the breach.

7. Confidentiality

Both parties agree to maintain the confidentiality of all proprietary information disclosed during the term of this Agreement and to use such information solely for the purposes of this Agreement.

8. Indemnification

The Distributor agrees to indemnify and hold harmless the Supplier from any claims, damages, or liabilities arising out of the Distributor's breach of this Agreement or the Distributor's misuse of the Products.

9. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Victoria, Australia.

10. Miscellaneous

Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or understandings, whether written or oral, relating to the subject matter hereof.

Amendments: Any amendments to this Agreement must be in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this Wholesale Distribution Agreement as of the Effective Date.

Supplier:

Signature: Stephan M.

Name: Mr. Stephan Muller

Title: Owner of The Wursthutte Butchers Pty. Ltd.

Date: _____

Distributor:

Signature: _____

Name:

Title:

Date: