

# Deed of Variation of Wine Supply Agreement

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**Otuwhero Trustee Limited**

**Great Esprit Limited**

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This Deed is dated the <sup>1<sup>st</sup></sup> day of March 2016

## PARTIES

**Otuwhero Trustee Limited** (NZCN 3357453), a New Zealand incorporated company with its registered address at Level 3, 205 Queen Street, Auckland, 1010, New Zealand

(O:TU)

**Great Esprit Limited**, a Hong Kong incorporated company with its registered address at Unit 503, 5/fl., Silvercord Tower, 30 Canton Road, Tsishatsul, Hong Kong

(GEL)

## BACKGROUND

- A. The parties entered into a Wine Supply Agreement dated 2 September 2015 (**Agreement**).
- B. O:TU wish to supply wine to New Zenith International Trading (Shanghai) Co., Ltd (**NZIT**), for distribution in China between 1 July 2015 and 30 June 2016.
- C. The parties wish to make the Agreement a non-exclusive arrangement.
- D. On this basis the parties have agreed to a variation to the Agreement on the terms and conditions set out in this Deed.

## DEED

### 1 Variation

- 1.1 O:TU and GEL agree that clause 2.5 of the Agreement is replaced with the following:

*"The Customer shall have non-exclusive distribution rights for the Products in the Territory for the Term."*

### 2 Acknowledgement

- 2.1 GEL acknowledges and agrees to O:TU supplying NZIT directly including in relation to a purchase order dated 10 January 2016 (**Purchase Order**).
- 2.2 O:TU agrees that the Purchase Order shall count towards GEL's "minimum annual order" requirement in schedule 1 of the Agreement for the 2015-2016 year as if GEL had supplied the Purchase Order under the terms of the Agreement.

### 3 Counterparts

- 3.1 This Deed may be executed in two or more counterparts (including emailed copies) each of which will be deemed an original, but all of which together will constitute one and the same instrument.
- 3.2 A party may enter into this Deed by executing any counterpart.


### 4 Further assurances

- 4.1 Each party must sign, execute and do all deeds, schedules, acts, documents and things as may reasonably be required by the other party effectively to carry out and give effect to the terms and intentions of this Deed.


**EXECUTION**

**Executed as Deed**

Signed by and on behalf of  
**Otuwhero Trustee Limited**

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) \_\_\_\_\_  
) Director Director / Authorised Signatory  
Catherine Ma.  
Print Name Print Name

Signed by and on behalf of  
**Great Esprit Limited**  
in the presence of:

)   
) \_\_\_\_\_  
) Director Director / Authorised Signatory  
Ying Xu  
Print Name Print Name

