

DISTRIBUTION AGREEMENT

This Distribution Agreement is entered into as of June 18, 2025, by and between:

Dalodis S.R.L, a company organized and existing under the laws of Moldova, with its principal office located at Botanica Veche, 8/1, Chişinău, Moldova, and SHIJIAZHANG AN PUMP MACHINERY CO., LTD a company organized and existing under the laws of China, with its principal office located at 2-102, Jinlifang Building, No. 42 Yuhua West Road, Qiaoxi District, Shijiazhuang City, Hebei, China.

1. APPOINTMENT

The Manufacturer hereby appoints the Distributor as its non-exclusive distributor for the sale and promotion of the Manufacturer's products water pumps on the territory of the countries Romania and Moldova.

2. RIGHTS AND OBLIGATIONS

2.1. The Distributor shall have the right to market, sell, and distribute the Products to third parties in the agreed territories.

2.2. The Distributor may set its own resale prices and margins, independent of Manufacturer's suggested pricing.

2.3. The Manufacturer agrees to sell and deliver Products directly to customers designated by the Distributor, upon written instruction from the Distributor.

2.4. Customers will remit payment directly to the Distributor, who will in turn pay the Manufacturer the agreed-upon wholesale price per order.

2.5. The Manufacturer acknowledges that delivery of goods may be made directly from its facilities to the final customers, while invoices and commercial transactions shall be between the Distributor and the buyers.

3. TERMS FOR CUSTOMS AND LOGISTICS

3.1. The Parties acknowledge and agree that, for international shipping purposes, the Manufacturer will ship goods directly to end customers on behalf of the Distributor.

3.2. The Parties understand and agree that although the shipment originates from the Manufacturer's country, the sale and invoicing of goods shall be handled by the Distributor. Therefore, the recipient may receive goods from the Manufacturer's origin country, while payments are made to the Distributor.

3.3. This arrangement is established for logistical efficiency and shall not be construed as an agency or employment relationship.

3.4. A copy of this Agreement may be presented to customs authorities to explain this commercial structure.

4. PRICES AND PAYMENT

4.1. The Manufacturer shall provide the Distributor with a current price list and update it with reasonable notice.

4.2. Payment terms between the Distributor and Manufacturer shall be as follows: 50% upfront, 50% upon shipment.

5. TERM AND TERMINATION

This Agreement shall remain in effect for a period of 2 years, automatically renewable unless terminated by either party with 30 days written notice.

6. INTELLECTUAL PROPERTY

Distributor shall not acquire any ownership rights in Manufacturer's trademarks, logos, or product designs..

7. ENTIRE AGREEMENT

This document contains the entire agreement between the parties and supersedes all previous agreements or understandings.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

Dalodis S.R.L
By: Alexandru Dicusar
Title: CEO

SHIJIAZHUANG AN PUMP MACHINERY CO.,LTD

By:Zoey Zhang

Title:Sales Manager

