



HANOI BEER ALCOHOL AND BEVERAGE JOINT STOCK
CORPORATION

HANOI BEER TRADING JOINT STOCK COMPANY

183 Hoang Hoa Tham, Ba Dinh, Hanoi, Tel: 84 4 37281476, Fax: 84 4
37281106

Website: biahoihanoi.com.vn, Stock code: HAT

Hanoi, day ... month ... year 2025

PROPOSAL

***Re: The approval of contracts and transactions with Hanoi Beer, Alcohol, and Beverage Joint
Stock Corporation and related parties***

To: The 2025 Annual General Meeting of Shareholders

Pursuant to:

- *The Law on Enterprises No. 59/2020/QH14, passed on June 17, 2020;*
- *The Securities Law No. 54/2019/QH14 dated November 26, 2019, and the guiding documents for its implementation*
- *The current Charter on the organization and operation of Hanoi Beer Trading Joint Stock Company;*
- *Based on the fact that Hanoi Beer, Alcohol, and Beverage Joint Stock Corporation (HABECO) holds 60% of the charter capital of the Company;;*
- *Based on the fact that HABECO Trading Single Member LLC and HABECO Packaging Joint Stock Company are related parties of the HABECO shareholder*

To ensure the signing of contracts and transactions with HABECO and related parties of the HABECO shareholder is conducted in accordance with the provisions of the Enterprise Law No. 59/2020/QH14, the Board of Directors respectfully submits the following for consideration by the General Meeting of Shareholders:

1. Approval of the draft Sales Agreement for 2026, Office Lease Agreement for 2026, Asset Lease Agreement for 2025, and Keg Shell Repair Service Agreement for 2025 with HABECO (draft agreements attached).
2. Approval of the draft Sales Agreement for 2026 with HABECO Trading Single Member LLC.
3. Approval of the draft Sales Agreement for 2025 and 2026 with HABECO Packaging Joint Stock Company.

The draft agreements are attached to this proposal.

The Board of Management is tasked with implementing the signing of these contracts and transactions in compliance with legal regulations.

We respectfully request the General Meeting to review and approve this proposal./.

On behalf of the Board of Directors

Chairman

Mr. Nguyen Manh Hung





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DRAFT

GOODS SALE AND PURCHASE CONTRACT

Số: /HABECO - HHT TRADING/HĐMB – 2026

- *Based on the Civil Code of 2015, which was passed by the National Assembly of the Socialist Republic of Vietnam on November 24, 2015, effective from January 1, 2017, and its guiding documents;*
- *Based on the Commercial Law of 2005, which was passed by the National Assembly of the Socialist Republic of Vietnam on June 14, 2005, effective from January 1, 2006, and its guiding documents;*
- *Based on the capabilities and needs of both parties.*

Today, on [date], at 183 Hoàng Hoa Thám, Ba Đình, Hanoi, we, the undersigned:

Seller (Party A): HANOI BEER ALCOHOL AND BEVERAGE JOINT STOCK CORPORATION

Address: 183 Hoàng Hoa Thám, Ngọc Hà Ward, Ba Đình District, Hanoi

Account Number: [Account number]

Bank: [Bank name]

Phone: [Phone number]

Tax Code: [Tax code]

Representative: [Name] Position: [Position]

Buyer (Party B): HANOI BEER TRADING JOINT STOCK COMPANY

Address: 183 Hoàng Hoa Thám, Ngọc Hà Ward, Ba Đình District, Hanoi

Account Number: [Account number]

Bank: [Bank name]

Phone: [Phone number]

Tax Code: [Tax code]

Representative: [Name] Position: [Position]

The parties agree to enter into a Sales Contract with the following terms and conditions:

Article 1: Work Content

Party A will sell to Party B, and Party B will organize the business and consumption of the product "HANOI DRAFT BEER" from Party A, from January 1, 2026, to December 31, 2026, in the quantity specified in Appendix 01 attached to this contract.

Article 2: Product Specifications and Quality

The products sold by Party A to Party B shall have specifications and quality according to the self-declared product information on Party A's website <https://www.habeco.com.vn>.

Article 3: Sales Price

3.1 The sales price for Party A's products to Party B is outlined in Appendix 02 of this contract.

3.2 In the event of a price change, Party A will notify Party B in writing at least 15 days before the new price becomes effective. The new price will be mutually agreed upon by both parties through an appendix to the contract.

Estimated total value: 1,500,000,000,000 VND

In words: One thousand five hundred billion VND.

Article 4: Payment Method

Party B will pay 100% of the product value before receiving the goods. Payment for goods will be made via bank transfer to Party A's account or offset against debts between the two parties. Party A's account details: [Account details].

Article 5: Delivery Location and Method

5.1 Delivery will take place at Party A's warehouse or a location designated by Party A.

5.2 The delivery process between Party A and Party B is specified in Appendix 03 of this contract.

Article 6: Consumption Area

Party B is responsible for organizing the system to consume the products purchased from Party A in the designated consumption area as specified in detail [here].

Article 7: Sales System Organization

Party B is authorized by Party A and is responsible for organizing the system to consume Party A's products...

Article 8: Use of Party A's Brand Identifiers

Party A allows Party B to use Party A's brand identifiers, and Party B is obliged to use them according to Party A's standards and instructions...

Article 9: Installation of Signboards and Advertising Materials

Party B is responsible for installing signboards and advertising materials (according to Party A's guidance) for the members of the consumption system at Party B's expense...

Article 10: Trade Promotion, Sales Support, and Market Development Activities

To support Party B in sales, sales system building, and promoting trade programs, Party A will assist with sales-related expenses for Party B. The content, conditions, costs, and methods of support (if applicable) will be agreed upon by both parties in the contract appendices...

Article 11: Confidentiality Obligations

Both parties are responsible for keeping confidential any information related to this contract and may only disclose such information to third parties with prior consent from the other party or as required by the competent authorities.

Article 12: Rights and Obligations of Party A

12.1 Rights of Party A:

12.1.1 To adjust the product specifications and packaging;

12.1.2 To adjust sales promotion policies, product advertising, and brand promotion of Party A's products.

12.1.3 To inspect and monitor Party B's implementation of brand promotion and market development programs for Hanoi Draft Beer.

12.2 Obligations of Party A:

12.2.1 To provide the full quantity of goods to Party B as outlined in Appendix 01 of this contract and ensure the quality and specifications as committed in Article 2 of this contract;

12.2.2 To receive and handle product defects or customer complaints about the quality of products.

Article 13: Rights and Obligations of Party B

13.1 Rights of Party B:

13.1.1 To request Party A to provide products according to the correct specifications, quantity, and quality as outlined in this contract;

13.1.2 To propose policies, programs, and distribution, marketing, and product promotion activities to Party A.

13.2 Obligations of Party B:

13.2.1 To ensure food safety and maintain product quality during storage and transportation as per Party A's regulations;

13.2.2 To cooperate with Party A in product exchange procedures and customer complaints handling as per Party A's current regulations.

Article 14: Force Majeure

Force majeure includes but is not limited to strikes, fires, floods, natural disasters, earthquakes, epidemics, changes in laws, or other events beyond the control of the parties, which prevent either or both parties from fulfilling one or more obligations under this contract, without the intentional actions or fault of any party.

Article 15: Termination of the Contract

15.1 This contract terminates under the following circumstances:

15.1.1 At the end of the contract term, if the parties do not agree on an extension; or

15.1.2 The contract is terminated prematurely as specified in Clause 15.2 of this article.

15.2 This contract can be terminated prematurely under the following circumstances:

15.2.1 By mutual written agreement signed by the legal representatives of both parties and sealed (if applicable); or

15.2.2 If the subject matter of this contract is no longer available or cannot continue due to a decision from the competent government authority; or

15.2.3 If one of the parties is dissolved or declared bankrupt.

Article 16: Compensation for Damages

The party in violation shall be responsible for compensating all damages incurred by the other party due to direct or indirect violations.

Article 17: Effectiveness of the Contract and Dispute Resolution

17.1 The following documents are considered an integral part of this contract:

17.1.1 This contract document;

17.1.2 Appendices attached to the contract:

- Appendix 01: Estimated purchase order for 2025.
- Appendix 02: Unit prices.
- Appendix 03: Delivery process.

Other appendices (if any).

17.2 This contract takes effect from January 1, 2026, until December 31, 2026.

Appendix 01 - Contract No. 01/HABECO - HHT TRADING/HĐMB - 2026

ESTIMATED PURCHASE ORDER FOR 2026

No.	Product Name	Quantity (Unit: Liters)
1	Hanoi Draft Beer 30L MB and Hanoi Draft Beer 50L MB	[Quantity]
2	Hanoi Draft Beer 2L MB	[Quantity]
3	Hanoi Draft Beer 1L PET Bottle	[Quantity]
4	Hanoi Draft Beer 1L Keg	[Quantity]

Total [Total Quantity]

Note: The quantity of each type may vary based on actual performance.

Representatives of Party A | Representatives of Party B

Appendix 02 - Contract No. 01/HABECO - HHT TRADING/HĐMB - 2026

PRICE LIST

1. The selling prices of the products under this contract are as follows:

No.	Product Name	Unit	Selling Price	VAT 10%	Payment Price (Column 6) = (Column 4 + Column 5)
1	Hanoi Draft Beer 30L MB / Hanoi Draft Beer 50L MB	VND/Liter	[Price]	[VAT]	[Total Price]
2	Hanoi Draft Beer 2L MB	VND/Liter	[Price]	[VAT]	[Total Price]
3	Hanoi Draft Beer 1L PET Bottle (6-bottle Pack)	VND/Pack	[Price]	[VAT]	[Total Price]

2. The selling price of the above products is the price delivered at Party A's warehouse or a location designated by Party A and does not include the cost of keg containers, caps, and labels.

Representatives of Party A | Representatives of Party B

Appendix 03 - Contract No. 01/HABECO - HHT TRADING/HĐMB - 2026

DELIVERY AND RECEIPT PROCESS

I. General Principles:

1. Party A authorizes the Branch of Hanoi Beer, Alcohol, and Beverage Corporation - Hanoi Beer Factory Hoang Hoa Tham to be responsible for managing the delivery and receipt of goods under this contract.
2. The parties directly involved in the delivery and receipt process according to the provisions of the contract include: Representatives of the Hanoi Beer Factory Hoang Hoa Tham (warehouse keeper, warehouse staff, security) and Representatives of Party B (warehouse keeper, warehouse staff, transport staff).
3. Finished Hanoi Draft Beer and keg containers are collectively referred to as "goods."

II. Delivery and Receipt Process:

1. Receiving Goods:

- [Details of receiving goods process.]

2. Shipping Goods:

- [Details of shipping goods process.]

III. Procedure for Returning Defective Hanoi Draft Beer:

- [Details of the return process for defective beer.]

Representatives of Party A | Representatives of Party B





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DRAFT

SERVICE CONTRACT

No:/HDDV/HABECO-TRADING/2025

- Based on the Civil Code No. 91/2015/QH13 adopted by the National Assembly of the Socialist Republic of Vietnam, on November 24, 2015, effective from January 1, 2017;
- Based on the Commercial Law No. 36/2005/QH11 adopted by the National Assembly of the Socialist Republic of Vietnam, on June 14, 2005, effective from January 1, 2006;
- Based on the needs and capabilities of both parties,

Today, on / / at the Hanoi Beer, Alcohol, and Beverage Corporation, the parties have agreed to enter into a service contract under the following terms and conditions:

Party A (BUYER): HANOI BEER TRADING JOINT STOCK COMPANY

Address: [Address]

Phone: [Phone]

Tax Code: [Tax Code]

Representative: [Representative Name]

Party B (SELLER): HANOI BEER, ALCOHOL, AND BEVERAGE CORPORATION

Address: [Address]

Phone: [Phone]

Tax Code: [Tax Code]

Representative: [Representative Name]

Both parties agree to enter into the service contract under the following terms:

Article 1: SCOPE OF WORK

Party B will perform repairs for Keg containers at the branch of the Hanoi Beer, Alcohol, and Beverage Corporation - Hanoi Beer Factory, 183 Hoang Hoa Tham.

Article 2: CONTRACT FORM

The contract is a fixed-price contract.

Article 3: LOCATION AND TIME OF CONTRACT EXECUTION

3.1 The contract execution period:/...../..... to...../...../.....

3.2 Work location: Branch of Hanoi Beer, Alcohol, and Beverage Corporation - Hanoi Beer Factory Hoang Hoa Tham (Address: 183 Hoang Hoa Tham, Ngoc Ha Ward, Ba Dinh District, Hanoi).

3.3 Payment documentation:

- Legal VAT invoice from Party B.
- Acceptance certificate confirming the quantity of repaired Keg containers delivered and handed over by both parties.
- Payment value confirmation signed by Party B and the director of Hanoi Beer Factory Hoang Hoa Tham (including the quantity of repaired Keg containers and the unit cost of replacement materials).

Article 4: CONTRACT VALUE

4.1 Service repair fees:

Service	Unit Price (VND) (excluding VAT)
1. Replace gasket set	VND
2. Replace valve set	VND
3. Repair bottom rim	VND
4. Repair valve neck	VND
5. Weld top rim	VND
6. Weld bottom rim	VND
7. Weld valve neck	VND

4.2 Replacement material costs: Party A is responsible for paying for the replacement materials (gaskets, new valves, etc.) according to the actual purchase price from the supplier, plus 3% management fee (excluding VAT).

Replacement materials will be purchased by Party B from Micro Matic (EU) or equivalent suppliers.

Estimated total value: VND 1,500,000,000

In words: One billion five hundred million VND

Article 5: QUALITY REQUIREMENTS AND HANDOVER PROCEDURES

5.1 Product quality requirements:

Replacement materials must be 100% new, genuine, correctly sourced, and meet the manufacturer's standards.

5.2 Handover and acceptance:

Upon completion of the work, the two parties will carry out a handover, acceptance, and confirm the quantity of repaired Keg containers.

Article 6: PAYMENT METHOD

6.1 Payment method:

6.2 Payment deadline:

- Party A will pay 100% of the contract value within 30 days from the date Party A receives Party B's payment documents.

Article 7: RESPONSIBILITIES OF EACH PARTY

7.1 Responsibilities of Party A:

7.1.1 Facilitate the delivery and receipt process.

7.1.2 Check the quality and quantity of goods during each delivery. Party A has the right to refuse to accept goods or make payments if Party B fails to meet the requirements of the contract.

7.2 Responsibilities of Party B:

7.2.1 Deliver goods in the correct type, quantity, quality, and within the agreed time.

7.2.2 Replace materials ensuring quality, technical standards, and timely delivery as per Party A's requirements.

7.2.3 If Party A requests, Party B must provide detailed technical consultation about the equipment, goods, and operation methods.

Article 8: RESPONSIBILITIES FOR BREACHING THE CONTRACT

If either party violates the contract (fails to perform or performs incorrectly or incompletely), the aggrieved party has the right to refuse to accept the goods and/or demand the other party to implement the following penalties:

8.1 Compel the performance of contractual commitments (if requested) or unilaterally terminate the contract.

8.2 Pay a penalty for breach at 8% (eight percent) of the contract value violated.

Article 9: FORCE MAJEURE

Force majeure is understood as any unexpected events beyond the control of one or both parties, which may affect the execution of the contract. These events may include wars, riots, floods, strikes, or any events outside the reasonable control of the parties that may cause damage, delay, or prevent performance of this contract.

Article 10: DISPUTE RESOLUTION

In case of disputes arising from this contract, both parties will negotiate in a cooperative manner. If they cannot reach a mutual agreement, either party may file a lawsuit with the competent court for resolution.

Court fees and any other costs incurred in the dispute resolution process will be borne by the losing party.

Article 11: WARRANTY

Party B is responsible for providing a 12-month warranty (as per the manufacturer's rules) from the date both parties sign the acceptance document for the work.

Article 12: GENERAL TERMS

12.1 This contract is effective from the date it is signed.

12.2 This contract will terminate when:

- Both parties fulfill their obligations and there are no complaints/claims. The contract will automatically terminate 30 days after Party A completes the payment to Party B.
- Both parties agree in writing to terminate the contract.
- One party breaches the contract, leading to the aggrieved party unilaterally suspending the contract.
- Other cases as per the law.

12.3 This contract has 06 pages, made in 04 (four) copies, all of equal legal value, with each party retaining 02 (two) copies.

Representatives of Party B

Representatives of Party A

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OFFICE LEASE AGREEMENT

No. ____/HĐ/2026/HABECO-TRADING

Lease agreement for office space, premises, and services at 183 Hoàng Hoa Thám, Ngọc Hà Ward, Ba Đình District, Hanoi

- Pursuant to the Civil Code No. 91/2015/QH13 dated November 24, 2015 of the Socialist Republic of Vietnam, adopted by the National Assembly on November 24, 2015 and effective from January 1, 2017;
- Pursuant to the capabilities and needs of both parties.

Today, on _____, at the Hanoi Beer, Alcohol, and Beverage Joint Stock Corporation (HABECO), we, the undersigned:

Party A (LESSOR): HANOI BEER ALCOHOL AND BEVERAGE JOINT STOCK CORPORATION

Representative:

Address:

Phone:

Tax Code:

Account Number:

(According to Power of Attorney No. 164/GUQ-HABECO dated April 29, 2020.)

Party B (LESSEE): HANOI BEER TRADING JOINT STOCK COMPANY

Representative:

Address:

Phone:

Tax Code:

Account Number:

Both parties agree and mutually sign the following terms and conditions of the lease agreement:

ARTICLE 1: LEASE LOCATION, AREA, AND LEASE TERM

1.1 Lease Location and Area:

- **Location:** In the land area of Party A at 183 Hoàng Hoa Thám, Ngọc Hà Ward, Ba Đình District, Hanoi.
- **Leased objects:** Party A leases to Party B for use of office space and warehouse area with the following categories and areas:

2.2 Service Fees:

2.3 Payment Method:

Payment will be made **monthly**. Party B will pay Party A the office rental cost monthly. Payment evidence documents: *[Specify payment documents, such as bank transfer receipts, etc.]*

ARTICLE 3: RIGHTS, RESPONSIBILITIES, AND OBLIGATIONS OF BOTH PARTIES

3.1 Party A's Responsibilities:

- Party A ensures the stable use of the property for Party B. In case of any dispute over the ownership of the leased property, which prevents Party B from using the property in a stable manner, Party B has the right to unilaterally terminate the contract and demand compensation for damages.
- Party A must hand over the full area of the warehouse, office, and associated equipment attached to the property to Party B.

3.2 Party B's Responsibilities:

- Party B shall use the leased property according to the intended purpose and in accordance with the agreement. Party B commits not to use the leased property for any illegal purposes, nor bring in or store explosives, flammable materials, toxic gases, or any other dangerous substances. In the event that Party B uses the property for improper purposes or against the intended use, Party A has the right to unilaterally terminate the contract and demand compensation for damages.

ARTICLE 4: FORCE MAJEURE

- a) Force majeure refers to an unforeseeable and unavoidable event that occurs and cannot be prevented, and cannot be anticipated at the time of signing the contract, such as: earthquakes, storms, floods, landslides, tsunamis, volcanic eruptions, war, epidemics, changes in laws, and other force majeure factors.
- b) When either party faces a force majeure situation, they must notify the other party in writing as soon as possible.

ARTICLE 5: GENERAL TERMS

Both parties commit to fulfilling the terms set forth in this contract. Any changes will be made through an appendix or a document that is mutually agreed upon by both parties.

In the event the contract expires and Party B does not wish to extend it, the contract will automatically terminate upon the expiration date, and both parties will have completed their obligations to each other.

This contract is made in 04 (four) copies of equal legal value, with each party holding 02 copies, and is effective from the date of signing.

REPRESENTATIVE OF PARTY A

REPRESENTATIVE OF PARTY B



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DRAFT

ASSET LEASE AGREEMENT

No: / Habeco – Trading/2025

- Pursuant to the Civil Code No. 91/2015/QH13 of the National Assembly of the Socialist Republic of Vietnam, enacted on November 24, 2015, and effective from January 1, 2017;
- Pursuant to the Commercial Law No. 36/2005/QH11 of the Socialist Republic of Vietnam, enacted on June 14, 2005, and effective from January 1, 2006;
- Based on the ability and needs of both parties,

Today, on the ... day of ..., 20..., we, the undersigned, agree to the terms outlined as follows:

Party A (Lessor): HANOI BEER ALCOHOL AND BEVERAGE JOINT STOCK CORPORATION

Address:

Phone:

Account:

Tax Code:

Representative:

Position:

Party B (Lessee): HANOI BEER TRADING CORPORATION

Address: 183 Hoang Hoa Tham, Ngoc Ha Ward, Ba Dinh District, Hanoi City

Phone:

Account No.:

Tax Code:

Representative:

Position:

After mutual agreement, the two parties hereby sign the asset lease agreement under the following terms and conditions:

Article 1. NAME OF ASSET, QUANTITY, RENTAL PRICE:

No.	Asset Name	Unit	Quantity	Rental Price (VAT included) (VND)
1	Two-layer plastic keg mold (holds 12 kegs of 1 liter)	Set	01	

- Estimated rental value: 750,000,000 VND
(In words: Seven hundred fifty million VND)
- The rental price includes VAT.
- Asset condition: 100% new mold.

Article 2. PURPOSE OF LEASE:

Party B leases the two-layer plastic keg mold holding 12 kegs of 1 liter from Party A to serve the production of plastic kegs holding 1-liter kegs (according to HABECO's design) and to engage in the business of selling 1-liter keg beer.

Article 3. LEASE TERM:

3.1. Lease duration:

For the entire period of use or equivalent to the production of 250,000 plastic kegs.

3.2. Asset delivery location:

At Party A's warehouse where the asset is stored.

3.3. Documentation for asset delivery:

- VAT invoice from Party A.
- A confirmation record of asset use signed by both parties' representatives.

Article 4. PAYMENT METHOD

4.1. Payment form: Transfer in Vietnamese Dong.

4.2. Payment documents:

- VAT invoice from Party A.
- Confirmation record of asset use signed by both parties' representatives.

4.3. Payment timeline:

- Party B will pay Party A 100% of the rental value immediately after signing this contract.
- Payment will be made by Party B within 30 working days from the date Party B receives the full payment documents as specified in Article 4.2.
- Here is the English translation for the provided text:

Article 5. RIGHTS AND RESPONSIBILITIES OF EACH PARTY

5.1. Rights and responsibilities of Party A:

Party A allows Party B to use the plastic keg mold at the designated warehouse location for producing plastic kegs and provides necessary information regarding the use of the asset (such as storage, maintenance, and repair requirements during use). Party A should clearly specify the asset's condition and any defects (if any).

Party A guarantees that the leased asset remains in the agreed condition and is suitable for the agreed purpose throughout the lease period.

Party A ensures stable use of the asset for Party B during the lease term.

5.2. Rights and responsibilities of Party B:

Party B is entitled to use the leased asset according to its intended purpose and in compliance with the agreed-upon use.

Party B is responsible for paying the full rental amount according to the timeline and method specified in Article 4 of this contract, with the payment deadline being no later than 30 working days from the date of contract signing.

Party B has the right to return the leased asset to Party A at any time when it no longer needs to use it or when the asset does not meet Party B's requirements.

Article 6. LIABILITY FOR BREACH OF CONTRACT

If either party violates the contract (by failing to perform or improperly or incompletely fulfilling the commitments under the contract—except in cases of force majeure as defined by law or due to the direct fault of the other party), the non-breaching party has the right to request that the breaching party fulfill the commitments under the contract (if requested) or unilaterally terminate the contract.

Article 7. FORCE MAJEURE

7.1 The concept of force majeure is agreed upon by both parties as events that occur beyond the control of one or both parties, which may affect the performance of the contract and could not have been foreseen (such as war, violence, floods, strikes, epidemics, etc.), or any other event beyond the reasonable control efforts of one party, resulting in damages, delays, or an inability to perform this contract.

7.2 In the event of force majeure, the affected party must immediately notify the other party in writing within 48 (forty-eight) hours about the force majeure event and its cause. The affected party must also commit to making all reasonable efforts to prevent or minimize the impact of the force majeure event. After receiving the written notification from the affected party, both parties will discuss and agree on the next steps to implement the contract.

Article 8. DISPUTE RESOLUTION

If the parties are unable to resolve the dispute themselves, either party or both parties have the right to file a lawsuit at the competent court in Vietnam for resolution. The court's decision is final and binding, requiring both parties to comply.

Article 9. GENERAL PROVISIONS

9.1 This contract is effective from the date of signing.

9.2 This contract will terminate in any of the following cases:

- a. Upon expiration of the term as specified in Article 3 of the contract, and both parties have fulfilled all commitments under the contract, signed the contract liquidation report, and no complaints/lawsuits are pending.
- b. Both parties mutually sign a written agreement to terminate the contract before the expiration date as specified in Article 3 of the contract; or
- c. One party breaches the contract, leading to the other party unilaterally suspending the contract.

9.3 Both parties commit to fully and strictly implementing the terms of this contract. If the lease term expires as per Clause 3.1 of Article 3, the two parties will proceed to negotiate the adjustment of the time.

9.4 Any amendments or adjustments to the terms of this contract must be agreed upon in writing by both parties and signed and sealed by the authorized representatives of both parties.

REPRESENTATIVE OF PARTY A

REPRESENTATIVE OF PARTY B





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DRAFT

SALES CONTRACT

No: /2025/TRADING-HBCP

Based on the Civil Code No. 91/2015/QH13 of the National Assembly of the Socialist Republic of Vietnam, promulgated on November 24, 2015, effective from January 1, 2017;
Based on the Commercial Law No. 36/2005 QH11 of the Socialist Republic of Vietnam, promulgated on June 14, 2005, and effective from January 1, 2006;
Based on the needs and capabilities of the Parties.

Today, on the date of _____, 2025, at Hanoi Beer Trading Joint Stock Company, we, the Parties, have agreed as follows:

BUYER: HANOI BEER TRADING JOINT STOCK COMPANY

Address:

Phone:

Tax code:

Bank account number:

Representative:

SELLER: HABECO PACKAGING JOINT STOCK COMPANY

Address: 183 Hoang Hoa Tham, Ngoc Ha Ward, Ba Dinh District, Hanoi

Phone:

Fax:

Tax code:

Bank account number:

Representative: Position:

The two Parties mutually agree and sign this sales contract with the following terms and conditions:

Article 1: PRODUCT NAME - QUANTITY - UNIT PRICE - TOTAL PRICE

No.	Product Name	Unit	Quantity ± 2%	Unit Price Excluding VAT (VND)	Total Price Excluding VAT (VND)
1	2-layer plastic keg holder (12 kegs of 1 liter)	Unit			

VAT 8%:	
Total Price Including VAT:	

The contract price excludes VAT. VAT will be applied according to the State regulations and includes transportation costs from the Seller's location to the Buyer's requested location, along with other related costs (if any).

The price shall remain stable throughout the term of the contract and cannot be changed.

Article 2: QUALITY - SPECIFICATIONS – PACKAGING

2.1 The goods are brand new 100%.

2.2 The plastic keg holder is covered by a 36-month warranty from the production date stated on the product. The product delivered shall not exceed two months from the production date at the time of delivery. The Seller is responsible for a 100% warranty if the Buyer proves the goods' defects are due to the Seller's fault.

2.3 Quality, specifications, and packaging: The 2-layer plastic keg holder for 12 kegs of 1 liter shall comply with the quality standards and specifications approved by HABECO. Any changes related to specifications, quality, and appearance must be agreed upon in writing by both Parties.

Article 3: DELIVERY LOCATION AND TIME

3.1 Delivery time in stages:

Details on quantity and delivery times must be notified by the Buyer (representative from the Materials Department) to the Seller at least 3 business days before the scheduled delivery. The Buyer is not responsible for receiving or accepting any goods beyond the quantity ordered.

3.2 Delivery location:

At the Buyer's warehouse:

- Hanoi Beer Factory - Me Linh (Tien Phong Commune, Me Linh District, Hanoi)

3.3 Transportation: The Seller will bear transportation costs.

3.4 Loading and unloading: Each Party will bear the loading and unloading costs at their respective warehouses.

3.5 Delivery documents: Valid VAT invoices from the Seller, Delivery Acceptance Report.

Article 4: PAYMENT METHOD

4.1 Payment method: Bank transfer in Vietnamese Dong.

4.2 Payment documents for each delivery:

- The Buyer's inspection results confirming that the delivered goods meet the required standards.
- Delivery documents as per Clause 3.5 of Article 3 of this contract.

4.3 Payment deadline:

- The Buyer will pay the Seller for each delivery.

- Within 30 business days from the date the Buyer receives the payment documents, the Buyer will transfer payment to the Seller's bank account: 0491001485741 at Vietcombank, Thang Long Branch.

Article 5: RESPONSIBILITIES

5.1 Buyer's responsibilities and rights:

- Facilitate the delivery and receipt of goods.
- Make full and timely payments.
- Have the right to inspect the quality and quantity of the goods with each delivery. The Buyer has the right to refuse the goods and payment if the Seller fails to meet the contract requirements.
- In cases where there are changes in specifications or quality standards, both Parties may mutually agree to terminate the contract early without requiring the full quantity.
- Other rights as stipulated in the contract.

5.2 Seller's responsibilities and rights:

- Deliver the correct type, quantity, and quality of goods in accordance with the contract.
- Food safety: The Seller must not store or transport goods together with hazardous chemicals (lye, gasoline, oil), or environmental waste.
- Environmental protection: The Seller's transport vehicles (or those hired by the Seller) must have a valid inspection certificate from the Ministry of Transport, be well-maintained, not emit black smoke, and avoid spilling oil during transport and when entering the Buyer's warehouse.
- Provide the Buyer with valid invoices and legal documents.
- If the goods do not meet the standards in the Quality Standard Document (TCCL), the Seller is responsible for promptly coordinating with the Buyer to resolve technical issues so that the goods can be used in production. In the case that the goods cannot be used in the Buyer's production line, the Buyer must immediately notify the Seller (in writing/email/phone). At that point, both parties will prepare a Non-Conforming Product Report (according to the sample in the TT.09 regulation of the Buyer), signed by both parties, before the Buyer proceeds to return the goods to the Seller or destroy the goods at the delivery location. The Seller is responsible for all costs arising from the process of handling the defective batch. In addition, the Seller must bear the penalties for violations as specified in Article 6.
- The goods specified in this contract must not be provided to any third party without the prior written consent of the Buyer.

Article 6: WARRANTY, COMPLAINTS, AND PENALTIES FOR BREACH OF CONTRACT

6.1 Warranty:

- The Seller warrants 100% of the goods if the Buyer can prove that the defect is due to the Seller's fault.

6.2 Late payment penalty:

- If the Buyer violates the payment deadline as specified in Article 4.3, the Buyer will be subject to a penalty at the lending interest rate of Vietcombank applicable at the time of the violation.
- The penalty amount is calculated by multiplying the overdue payment by the lending interest rate and the number of overdue days. However, the overdue period shall not exceed 15 days. The total penalty for late payment shall not exceed 8% of the value of the violated payment.
- The late payment penalty is calculated based on working days (excluding Saturdays, Sundays, and holidays)

6.3 Late delivery penalty:

- If the Seller fails to deliver the goods or delivers late for any reason, the Seller must notify the Buyer in writing/email/fax and follow up with a courier service explaining the reason for the delay, no later than 24 hours from the scheduled delivery date.
- Except for cases of force majeure, the Seller must pay a penalty for late delivery as per the time specified in Article 3, Clause 3.1, as follows:
- The Buyer has the right to terminate the contract if the delivery is delayed by more than 30 days

6.4 Quality violation penalty:

- If the Seller delivers goods that do not meet the quality standards specified in Article 2 and such failure affects the Buyer's production, the Seller shall compensate for all damages caused by such impact and shall be subject to contractual penalties.
- In the event the Seller violates 2 or more quality criteria, the Seller must pay penalties and compensation according to the quality standard code CL.02a1/KT.

The total penalty amount shall not exceed 8% of the contract value related to the violation. In addition, the violating party must compensate for all damages, including but not limited to: incurred costs, actual and direct losses suffered by the non-breaching party due to the breach, economic benefits that the non-breaching party would have received if the breach had not occurred, compensation paid to third parties due to the breach, lawyer and consulting fees (if any). All incurred costs must be mutually agreed upon in writing by both parties to be valid for execution.

The penalty and compensation amounts shall be paid within 15 days from the date the two parties sign the minutes/report. Otherwise, the non-breaching party has the right to offset the amounts against any outstanding debts (if applicable). Any overdue amounts will bear interest according to the lending interest rate announced by Vietcombank at the time of calculation.

Article 7: FORCE MAJEURE

In the event that either party fails to fulfill its obligations under this contract due to force majeure events such as war, riot, flood, strike, natural disaster, fire, epidemic, or any other event beyond the reasonable control of either Party, resulting in damages, delays, or the inability to perform this Contract (in whole or in part), neither Party shall be held liable.

When a force majeure event occurs, the affected Party must promptly — and no later than forty-eight (48) hours — notify the other Party in writing of the occurrence and causes of the force

majeure event. The affected Party must also commit to making all reasonable efforts to prevent or minimize the impact of the force majeure event to the greatest extent possible.

Upon receiving written notice from the affected Party, both Parties shall discuss and mutually agree on the subsequent plan for contract performance

Article 8: DISPUTE RESOLUTION

In the course of performing this contract, any dispute or disagreement between the Seller and the Buyer that cannot be resolved through mutual negotiation shall be submitted to a competent court for resolution. All court fees shall be borne by the losing party.

Article 9: GENERAL PROVISIONS

9.1 This Contract shall be effective from the date of signing until [end date].

9.2 This Contract shall be terminated in the following cases:

9.2.1. The Parties have fulfilled all contractual obligations and no complaints/claims remain; in this case, the Contract shall be automatically liquidated 30 working days after the Buyer completes payment obligations to the Seller; or

9.2.2. Both Parties mutually agree to terminate the Contract in writing; or

9.2.3. One Party breaches the Contract, which results in the other Party unilaterally terminating the Contract; or

9.2.4. Other cases as prescribed by law.

9.3 Both Parties undertake to strictly and fully perform the terms of this Contract. In the event that the delivery volume does not match the agreement under Article 1 upon the expiration of the delivery period as stated in Clause 3.1, Article 3, the two Parties shall adjust the delivery time and quantity. Any amendments or modifications to the terms of this Contract must be agreed upon in writing by both Parties and duly signed and sealed by authorized representatives.

9.4 This Contract is made in four (04) copies of equal legal value, each Party keeps two (02) copies.

SELLER'S REPRESENTATIVE

BUYER'S REPRESENTATIVE





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DRAFT

GOODS SALE AND PURCHASE CONTRACT

Số /HĐMB-2026/HNB – TRADING

Pursuant to:

- *The Civil Code No. 91/2015/QH13 promulgated by the National Assembly on November 24, 2015;*
- *The Commercial Law No. 36/2005/QH11 promulgated by the National Assembly on June 14, 2005;*
- *The Enterprise Law No. 59/2020/QH14 promulgated by the National Assembly on June 17, 2020;*
- *The cooperation needs and capabilities of both Parties;*

Today, on the ... day of ..., 20..., at the head office of **HABECO Trading One Member Limited Liability Company**, we, the undersigned, hereby enter into this Contract:

Seller (Party A): HABECO TRADING ONE MEMBER LIMITED LIABILITY COMPANY

Address: _____

Bank Account 1: _____

Bank: _____

Tax Code: _____

Phone: _____

Email: _____

Represented by: Mr. _____

Title: _____

Buyer (Party B): HANOI BEER TRADING JOINT STOCK COMPANY

Address: 183 Hoang Hoa Tham Street, Ngoc Ha Ward, Ba Dinh District, Hanoi City

Bank Account: _____

Bank: _____

Tax Code: _____

Represented by: Mr. _____

Title: _____

After mutual discussion, both Parties agree to enter into this **Goods Sale and Purchase Contract** (“Contract”) with the following terms and conditions:

ARTICLE 1: PRODUCT NAME AND UNIT PRICE

No.	Product Name	Unit	Unit Price (VND) (Excl. VAT)	VAT (VND)	Unit Price (VND) (Incl. VAT)	Packaging Specification (Cans/Box, Bottles/Crate)
1	Filtered Water 500ml bottle (24 bottles/box)	Box				
2	Filtered Water 350ml bottle (24 bottles/box)	Box				
3	Hanoi Beer 450ml red-label bottle (20 bottles/crate)	Crate				
4	Hanoi Beer Can 330ml (24 cans/box)	Box				
5	Hanoi Premium Beer 330ml bottle (20 bottles/crate)	Crate				
6	Hanoi Beer Can 330ml (Green Label)	Box				
7	Truc Bach Beer 330ml bottle (24 bottles/crate)	Crate				
8	Hanoi Bold Beer 355ml bottle (20 bottles/crate)	Crate				
9	Hanoi Light Beer 355ml bottle (20 bottles/crate)	Crate				
10	Hanoi Draught Beer 500ml (24 cans/box, without shrink wrap)	Box				
11	Hanoi Beer 1890 (20 bottles/crate)	Crate				
12	Truc Bach Sleek Can Beer 330ml (24 cans/box)	Box				

No.	Product Name	Unit	Unit Price (VND) (Excl. VAT)	VAT (VND)	Unit Price (VND) (Incl. VAT)	Packaging Specification (Cans/Box, Bottles/Crate)
13	Hanoi Premium Sleek Can Beer 330ml (24 cans/box)	Box				
14	Hanoi Bold Sleek Can Beer 330ml (24 cans/box)	Box				
15	Hanoi Light Sleek Can Beer 330ml (24 cans/box)	Box				
16	Truc Bach IPA Craft Beer (06 bottles/box, including bottle deposit)	Box				

The unit prices above are not fixed and may be adjusted based on market conditions or Party A's policies.

Party A reserves the full right to adjust the prices and shall notify Party B in writing and/or via fax and/or via email (as per Party B's contact details stated in the beginning of this Contract) **at least 15 days prior to the intended effective date** of the new pricing.

The new prices shall apply to the next delivery batch from the effective date of the new pricing. Such pricing notice shall **automatically become an Appendix to this Contract.**

ARTICLE 2: SPECIFICATIONS & QUALITY STANDARDS.

The products sold by Party A to Party B shall conform to the specifications and quality standards as publicly announced on the manufacturer's official website: <https://www.habeco.com.vn/>.

ARTICLE 3: DELIVERY METHOD AND LOCATION.

3.1. Delivery location:

Within Hanoi city (urban area), depending on each specific order placed by Party B, with a minimum condition of 10 crates/boxes per delivery location.

Party B is responsible for sending order information and recipient details (full name, phone number, and ID card number) via email to Party A (email address as stated at the beginning of this Contract).

3.2. Delivery time:

Party A shall deliver the goods within **02 (two) working days** from the date of receiving the order from Party B via email, provided that Party B has made payment in accordance with Article 4 of this Contract.

Party A shall deliver goods to Party B during **working hours on weekdays**, excluding Saturday afternoons, Sundays, public holidays, and in accordance with Party B's designated time.

3.3. Bottle and crate exchange:

Party B shall prepare an equivalent quantity of empty bottles and plastic crates corresponding to the quantity of products to be received and exchange them with Party A during delivery. In the event that Party B does not have sufficient empty bottles or crates, the Parties may agree on a **deposit payment method** for the bottles and crates.

The deposit price is regulated under **Appendix No. 01 – Regulations on Bottle and Crate Deposit** of this Contract.

ARTICLE 4: PAYMENT METHOD

4.1. Before each delivery, Party B is responsible for paying the full value of the order to Party A. Party A will only deliver the goods after having received the full payment, based on the unit prices specified in Article 1 of this Contract.

4.2. Party B shall make the payment via bank transfer to Party A's designated bank account. The payment description must include the customer code provided by Party A.

ARTICLE 5: RESPONSIBILITIES OF EACH PARTY

5.1. Responsibilities of Party A:

- Arrange transportation and deliver the goods to Party B's warehouse.
- Supply the full quantity and correct quality of goods as committed.
- Authorize its warehouses to release goods to Party B; authorize its branches to issue VAT invoices for sales to Party B.

5.2. Responsibilities of Party B:

- Appoint a representative to inspect the goods prior to receipt and sign all related documents concerning the purchase and bottle/crate deposit.
- From the moment the goods are received, Party B shall be responsible for storing the goods in a **dry, well-ventilated place**, away from **direct sunlight or heat sources**, and must follow other storage instructions provided by Party A.
- Make full and timely payment to Party A as stipulated in this Contract.

ARTICLE 6: SALES POLICY

6.1. During the implementation of this Contract, Party A will introduce a sales policy based on specific business conditions, which includes terms and criteria to support sales and provide commercial discounts to Party B. The content of the sales policy will be communicated to Party B in writing and/or via Fax and/or Email at each relevant time.

6.2. Within 03 days from the date of notification specified in Clause 6.1 of this Article, if Party B does not provide a written objection, the new sales policy will automatically become an

inseparable part of this Contract, and its application will not affect other agreements in the Contract between both Parties.

ARTICLE 7: TERMINATION OF CONTRACT

This Contract shall be terminated in the following cases:

- (i) The Contract expires without being extended by the Parties;
- (ii) The Parties agree in writing to terminate the Contract prematurely;
- (iii) Either Party is dissolved or declared bankrupt;
- (iv) Either Party unilaterally terminates the Contract according to the provisions of this Contract;
- (vi) The subject matter of this Contract no longer exists or cannot be continued due to a decision from a competent government authority

ARTICLE 8: GENERAL PROVISIONS

8.1. This Contract is effective from the date of until the end of

8.2. In case of any arising issues during the implementation of this Contract, both Parties shall discuss and negotiate to resolve them. If an agreement cannot be reached, the Parties agree to bring the matter to the competent People's Court for resolution. Court fees will be borne by the Party at fault.

8.3. This Contract is made in 04 (four) copies, each with equal legal validity. Party A holds 02 copies and Party B holds 02 copies.

REPRESENTATIVE OF PARTY A

REPRESENTATIVE OF PARTY B



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APPENDIX NO. 01 TO THE CONTRACT

Regulations on Deposit for Bottle Caps and Plastic Crates

(Attached to the Contract No. HDMB-2026/HNB – TRADING signed on)

ARTICLE 1. DEPOSIT PRICE FOR BOTTLE CAPS AND PLASTIC CRATES.

1.1. The deposit price for bottle caps and plastic crates is determined as follows:

No.	Type of Bottle/Crate	Deposit Price for Plastic Crate (VND/crate) (Including VAT)	Deposit Price for Bottle (VND/bottle) (Including VAT)	Number of Bottles in 1 Crate	Deposit Price for Complete Set (VND/set) (Including VAT)
1	Hà Nội Premium 330ml (20 bottles/crate)				
2	Trúc Bạch 330ml (24 bottles/crate)				
3	Hanoi Bold 355ml (20 bottles/crate)				
4	Hanoi Light 355ml (20 bottles/crate)				
5	Hà Nội 1890 (20 bottles/crate)				
6	Hà Nội 450ml Red Label (20 bottles/crate)				

1.2. The above prices include all applicable taxes according to legal regulations.

ARTICLE 2. GENERAL PROVISIONS

2.1. This Appendix is an integral part of the Contract for the Sale of Goods No. HDMB-2026/HNB – TRADING, effective from to

2.2. This Appendix is made in 04 (four) copies, all of equal legal value. Party A keeps 02 copies, and Party B keeps 02 copies.

REPRESENTATIVE OF PARTY A

REPRESENTATIVE OF PARTY B

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APPENDIX NO. 02 TO THE CONTRACT

Regulations on Sales Support Policy

(Attached to the Contract No. HDMB-2026/HNB – TRADING signed on)

ARTICLE 1: SALES SUPPORT POLICY

1.1 Commercial Discount

1.1.1 Fixed Commercial Discount Rate

Discount Rate	Applied Product	Notes
10%	Hanoi Premium Sleek Can 330ml (24 cans/box)	Direct discount on the invoice (excluding VAT)

1.1.2 How to Calculate the Commercial Discount

The discount amount per order = Discount percentage × Purchase value (excluding VAT)
Where:

- Purchase value = Quantity of goods × Unit price of goods as stated in Article 1 of the Contract (excluding VAT).

1.1.3 Payment of Discount

- Discount will be applied directly on each purchase invoice.

1.2 Other Support Policies

- Promotional programs at specific times (Party A will notify Party B).
- Party A reserves the right to change the sales support policy (commercial discounts or other support policies) at any time depending on the actual business situation and Party A's decision. Party A must notify Party B in writing by Fax or Email at least 5 days before the new sales support policy is implemented. The notification of the new sales support policy will automatically become an annex to the Contract.

ARTICLE 2. GENERAL PROVISIONS

2.1 This Appendix is an integral part of the Contract for the Sale of Goods No. HDMB-2026/HNB – TRADING, effective from

2.2 In case of conflict between the Contract and this Appendix, the provisions in this Appendix shall take precedence.

2.3 The other terms of the Contract not mentioned in this Appendix will remain valid and unchanged.

2.4 This Appendix is made in 04 (four) copies, all of equal legal value. Party A keeps 02 copies, and Party B keeps 02 copies.

REPRESENTATIVE OF PARTY A

REPRESENTATIVE OF PARTY B