



NUCOREBIO · WHITE LABEL READY · SAMPLE AGREEMENT

# White Label Supply Agreement

**SAMPLE — NOT BINDING**

NCB-WLA-072 · v2.0 · 2026

**SAMPLE — NOT LEGALLY BINDING**

SAMPLE TEMPLATE: This is a sample agreement for review purposes only. It is not legally binding until executed by authorised representatives of both parties. Final agreements are tailored to specific SKUs, volumes, and commercial terms.

Party	Role	Details
NuCoreBio Technology Co., Ltd.	SUPPLIER	Hainan Free Trade Port, China · GMP manufacturer + label applicator
[Client Company Name]	BUYER / BRAND OWNER	[Legal name, country, registered address, contact]
Effective Date	—	[Date of full execution by both parties]
SKU(s) Covered	—	[List of SKU codes, e.g. NCB-WL-M01, NCB-WL-W01]
Term	—	[12 months — auto-renews annually unless notice given]



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— ARTICLE 1

## **Subject Matter — White Label Supply**

### **1.1 Supply Obligation**

NuCoreBio agrees to manufacture and supply the white label products identified in Schedule A ("Products") to Buyer's specifications, in accordance with the Product Specification in Schedule B and the quality standards in Article 4. NuCoreBio applies Buyer's label artwork to Products prior to dispatch.

### **1.2 No IP Transfer**

This Agreement is a supply arrangement. It does not grant Buyer any license to manufacture the Products independently, sublicense the formulas, or access the underlying Formula IP. Buyer may sell Products under Buyer's brand only. For formula licensing rights, refer to NuCoreBio's Formula License Agreement (NCB-LIC-040).

### **1.3 Branding**

Buyer sells Products exclusively under Buyer's own brand name and trade dress. NuCoreBio's name and identity are not disclosed on the product label unless Buyer specifically requests and NuCoreBio approves. Buyer is solely responsible for its brand's marketing claims and regulatory compliance.



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— ARTICLE 2

## Orders, MOQ & Pricing

### 2.1 Minimum Order Quantity

The minimum order quantity (MOQ) for each SKU is 500 units per order. Orders below MOQ are subject to a small-batch surcharge as specified in Schedule C. There is no minimum annual commitment — Buyer orders as needed.

### 2.2 Purchase Orders

Buyer places orders using NuCoreBio's Bundle Order Form (NCB-BOF-063) or by written purchase order specifying: SKU code(s), quantity, packaging type, label version, and required delivery date. NuCoreBio confirms or declines each order within 3 business days.

### 2.3 Pricing

Product pricing is set out in Schedule C by volume tier. Pricing is valid for 12 months and subject to annual review. NuCoreBio provides 60 days' notice of any price changes. Buyer is not obligated to continue orders if new pricing is unacceptable.

### 2.4 Payment Terms

50% deposit on order confirmation; 50% balance payment before shipment. All payments by bank wire transfer (T/T) in USD unless otherwise agreed. Late payments accrue interest at 1.5% per month. NuCoreBio reserves the right to suspend production if deposits are not received.

### 2.5 Price Changes

Raw material costs for supplement ingredients can fluctuate significantly. NuCoreBio reserves the right to adjust pricing on 60 days' written notice. Buyer has the right to cancel standing orders if price changes exceed 10% within a 12-month period.



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— ARTICLE 3

## Lead Times, Delivery & Labeling

### 3.1 Production & Label Application Lead Time

Standard lead time: 5–10 business days from artwork approval AND 50% deposit receipt. Rush orders (3–5 business days): available at +20% surcharge subject to capacity. Lead times are indicative and may extend during peak periods. NuCoreBio notifies Buyer immediately of any anticipated delay exceeding 3 business days.

### 3.2 Label Artwork

Buyer provides label artwork in accordance with the Label Specification Sheet (NCB-LSS-071). NuCoreBio reviews artwork within 24 business hours and approves or returns for correction. Production does not commence until artwork is approved in writing. NuCoreBio charges no fee for initial artwork review; repeat reviews due to non-compliant submissions may incur a handling fee.

### 3.3 Delivery

Default Incoterms: DDP (Delivered Duty Paid) to Buyer's address for major markets (US, EU, AU, CA, UK). FOB Haikou available where Buyer prefers to arrange freight. Shipping cost is quoted separately per order based on weight, dimensions, and destination. Risk of loss passes to Buyer on delivery (DDP) or at port of loading (FOB).

### 3.4 Short Shipments

If NuCoreBio delivers fewer units than ordered by more than 5%, Buyer may: (a) accept the short shipment with a pro-rata price adjustment; or (b) request NuCoreBio to ship the balance within 10 business days at no additional cost.

— ARTICLE 4

## Quality Standards & Product Compliance

Quality is NuCoreBio's primary commitment. Every white label batch is manufactured to the same pharmaceutical-grade standard as our custom OEM products.

Quality Parameter	Standard	Verification Method	Batch Documentation
Active potency	Within ±5% of formula specification	HPLC-UV / HPLC-DAD — validated method	COA with HPLC chromatogram reference
Lead (Pb)	≤ 1.0 ppm (USP <232>)	ICP-MS	COA with value
Cadmium (Cd)	≤ 0.3 ppm (USP <232>)	ICP-MS	COA with value
Arsenic (As)	≤ 1.0 ppm (USP <232>)	ICP-MS	COA with value
Mercury (Hg)	≤ 0.1 ppm (USP <232>)	ICP-MS	COA with value
Total Plate Count	≤ 10,000 CFU/g (USP <2021>)	Pour plate / membrane filtration	COA with value
Yeast & Mold	≤ 1,000 CFU/g (USP <2021>)	Pour plate method	COA with value
E. coli	Absence per gram	BAM Method	Absent — stated on COA
Salmonella spp.	Absence per 25g	BAM Method	Absent — stated on COA
Fill weight / count	Within ±3% of stated fill weight	Gravimetric (n=10 per run)	In-process QC record
Capsule disintegration	< 30 minutes (USP <701>)	Disintegration apparatus at 37°C	Per batch QC record
Moisture / LOD	≤ 5% (product-dependent)	Karl Fischer titration	Per batch where applicable

### 4.1 Batch Rejection

Any batch failing to meet the specifications above will be rejected internally before dispatch. If a non-conforming batch is inadvertently shipped, NuCoreBio will replace at no cost upon receipt of photographic evidence and the returned batch within 30 days of delivery.

### 4.2 Regulatory Compliance

NuCoreBio is responsible for GMP compliance in manufacturing. Buyer is responsible for product registration, label compliance, and regulatory requirements in Buyer's market(s). NuCoreBio provides supporting documentation (COA, TDS, MSDS, CO) as standard; regulatory consulting is available at additional cost.

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— ARTICLE 5

## Labeling Rights & Brand Ownership

### 5.1 Buyer Brand Rights

Buyer retains all rights in its brand name, trademarks, trade dress, and label artwork. NuCoreBio acquires no rights in Buyer's brand through this Agreement. NuCoreBio will not use Buyer's brand identity for any promotional purpose without prior written consent.

### 5.2 Label Accuracy

Buyer is solely responsible for the accuracy, legality, and completeness of the label content it submits. NuCoreBio reviews artwork for print readiness only, not for regulatory compliance. NuCoreBio recommends Buyer consult a qualified regulatory consultant for label review in each target market.

### 5.3 NuCoreBio Identity

By default, NuCoreBio's name does not appear on Buyer's product label. If Buyer's market requires a manufacturer name and address, Buyer may use "Manufactured by: NuCoreBio Technology Co., Ltd., Hainan Free Trade Port, China" or Buyer's own importing entity address, as appropriate for the regulatory context.

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— ARTICLE 6

## Reorder, Term & Termination

### 6.1 Reorder

Buyer may place repeat orders at any time. There is no minimum frequency or annual commitment. Standing order arrangements (fixed monthly/quarterly volumes) are available at a 3% discount on standard pricing for 12-month standing commitments.

### 6.2 Term

This Agreement commences on the Effective Date and continues for 12 months, automatically renewing for successive 12-month periods unless either party gives 60 days' written notice of non-renewal.

### 6.3 Termination

Either party may terminate for material breach not cured within 30 days of written notice. Either party may terminate for convenience on 60 days' notice. All outstanding orders and payments remain due upon termination.

### 6.4 Transition

On termination, NuCoreBio will complete any confirmed production orders in process. Buyer's label artwork files and printing materials will be disposed of or returned within 30 days of termination.



— ARTICLE 7

## General Provisions

- 7.1 Governing Law** Hong Kong SAR law; disputes by HKIAC arbitration if not resolved by negotiation within 30 days.
- 7.2 Confidentiality** Both parties maintain confidentiality of pricing, technical specs, and commercial terms for 3 years post-termination.
- 7.3 Limitation of Liability** NuCoreBio's aggregate liability capped at 12 months' product fees. No consequential damages.
- 7.4 Force Majeure** No liability for failure due to events beyond reasonable control with prompt written notice.
- 7.5 Entire Agreement** This Agreement plus Schedules A–C constitutes the full agreement between the parties.

### SCHEDULES — COMPLETED IN FINAL EXECUTED AGREEMENT

SCHEDULE A: SKU codes and product descriptions for all Products covered by this Agreement. SCHEDULE B: Product Specifications — active ingredients, fill weight, COA acceptance criteria. (Confidential — released under NDA) SCHEDULE C: Pricing by volume tier; shipping rates; add-on services pricing.

**FOR AND ON BEHALF OF NUCLEBIO TECHNOLOGY CO., LTD. (SUPPLIER)**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR AND ON BEHALF OF [BUYER COMPANY NAME]**

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

### REQUEST YOUR CUSTOMISED AGREEMENT

To receive a customised White Label Supply Agreement for your specific SKU selection: Email: [Mc5896538@outlook.com](mailto:Mc5896538@outlook.com) | WhatsApp: +86 15866920149 | Reference: NCB-WLA-072 We send a draft customised agreement within 24 hours of your SKU and territory confirmation.