

FIRST AMENDMENT TO SUPPLY AGREEMENT

THIS FIRST AMENDMENT to the SUPPLY AGREEMENT (“1st Amendment”) is entered into this 15th Day of March 2025 (“Effective Date”) between Wheel Pros, LLC, having principal place of business at 5347 S. Valentia Way, Suite 200, Greenwood Village ,CO 80111 (“WP”) and Omni United (S) Pte Ltd, having principal place of business at 2 Central Boulevard, #08-04A West Tower, IOI Central Boulevard, Singapore 018916 (“Omni”).

RECITALS:

WP and Omni entered into a Supply Agreement (“Agreement”), effective from November,2023, valid until Oct 31, 2028.

AGREEMENT:

1. WP wishes to acquire tires for additional markets namely – Canada, Australia, Europe and UK, from Omni and Omni wishes to provide tires to WP.
2. WP and Omni agree that the Product description, quantities to be supplied and the pricing of the products shall be as set forth in Exhibit I attached to this First Amendment.
3. Omni will supply goods on FOB, Origin Port terms (Incoterms 2020). WP shall be responsible for Ocean freight and all other costs up to the delivery locations.
4. Risk of Loss shall transfer from Omni to WP upon delivery of goods to the carrier at the Origin port.
5. WP shall pay Omni for tires delivered at its designated logistics/ distribution centers within the credit period offered by Omni. The date on which payments are due from WP shall be seventy five (75) days measured bill of lading date (invoice date).

WP shall provide the financial and other information required to secure the trade credit insurance, either directly to the Omni or to the global trade credit insurance/finance entities as nominated by the Omni. WP understands and acknowledges that it is imperative for them to share the information on a timely basis so that Omni can work with global trade credit insurance providers and avail credit limits to be granted to WP and undertakes to share all requested information on timely manner. The existing payment term is valid for shipment till 30th June 2025 and will be reviewed in July 2025 for shipment starting effective 1st July 2025.

6. All other terms and conditions of the Agreement dated September 21, 2023, shall remain unchanged.

IN WITNESS WHEREOF, the Parties have caused this First Amendment to be executed by their duly authorized representatives, as of the Effective Date above.

OMNI UNITED (S) PTE LTD

WHEEL PROS, LLC

By: _____

BY Holly Smith _____

Name: G.S. SAREEN

Name: 

Designation:

Designation: Director of Global Compliance

DATE: March 2025

DATE: March 2025

EXHIBIT I

PRICING

Serial No	RIM	Size	LI	SI	Marking	Price (FOB, Laem Chabang Port) \$
1	20	35x12.50R20LT	125	Q	(M+S)	143.10
2	20	33x12.50R20LT	119	Q	(M+S)	134.60
3	17	35x12.50R17LT	125	Q	(M+S)	131.20
4	17	LT285/70R17	126/123	Q	(M+S)	110.10
5	20	LT305/55R20	125/122	Q	(M+S)	133.70
6	22	35x12.50R22LT	121	Q	(M+S)	156.00
7	17	37x12.50R17LT	128	Q	(M+S)	156.30
8	20	37x12.50R20LT	126	Q	(M+S)	155.60
9	18	35x12.50R18LT	123	Q	(M+S)	135.90
10	20	LT275/55R20	120/117	Q	(M+S)	111.80
11	20	LT275/60R20	123/120	Q	(M+S)	115.70
12	17	LT265/70R17	123/120	Q	(M+S)	104.90
13	20	LT285/55R20	122/119	Q	(M+S)	126.10
14	20	LT295/60R20	126/123	Q	(M+S)	137.30
15	20	35x11.50R20LT	124	Q	(M+S)	133.30

