

TO: MIDEA ELECTRIC TRADING (SINGAPORE) CO.PTE.LTD.
158 Cecil Street #07-01/02, Singapore 069545

Date 2024-11-25

OBJECT: PO No. 027346316

PART 1 – TECHNICAL AGREEMENT

- **Agreed range:** please ref to the attached “Datasheet”.
- **Approval and certificates:**
 - RoHS: above products must be RoHS Approved.
 - CE approval: products must in compliance with all EU directives.
- **Brand Name:** **Smartway**
- **Model's names and EAN CODE:** please ref to the attached Datasheet
- **Art works:** as agreed.

PART 2 – COMMERCIAL AGREEMENT

a. Quantities and amount:

Brand	Item	EAN Code	Model No.	Fob Price €	Q.TY	Amount €
Smartway	60SL403_MTE01	8059304468421	PG60LSM	40,00 €	550	22.000,00 €
Smartway	75SQ005_MTE18	8059304468445	PG75SM	68,00 €	176	11.968,00 €
Smartway	65M80M1(B0)	8059304468452	F70VXSM	70,00 €	296	20.720,00 €

TOTAL			1022	54.688,00 €
Freight Cost to Venezia		2.500,00 €	2	5.000,00

GRAND TOTAL **59.688,00 €**

SALES CONDITIONS:

- **Shipping documents must show the above PO No. 027346316**
- **Currency:** Euro
- **Delivery terms:** CIF
- **POL:** Shunde
- **Payment:** by LC at 30 days
- **Model's names:** please specify in all the shipping documents both factory models (as showed in the CE and ERP certificates) and Customer models.
- **Presentation documents:** 20 days;
- **Partial shipment:** allowed;
- **Transshipment:** allowed;
- **Documents required:**
 - Commercial invoice original + 3 copies of original commercial invoice.
 - Certificate of origin, verified by the competent authorities.
 - Packing list 1 + 3 original copies of packing list.
 - 3/3 full set + 2 N/N copies marine line bill of lading.
 - RoHS declaration of compliances copy for all models.
 - CE (Emc – Lvd) certificates in copy for all models.
 - ERP report in copy for all models.
 - Models declaration of correspondence in original;
- **Charges:** all bank chg./commission outside Italy, including reimbursement charges of reimbursement Bank if any, are on beneficiary's account.

PART 3 – LOADING PLAN AND ETD

- **Shipment in:**
2x40'HQ
- **ETD and POD:** please ref to the attached Plan.

PART 4 – QUALITY AND WARRANTY

1. **Warranty agreement**
As per “Failure rate agreement” at following page 3.
2. **Spare parts:** the spare parts order will be sent you later.

Please send back us by fax this order with stamp and sign on.

PLANET CE S.r.l

Failure rate agreement

1) GUARANTEE AFTER SALE SERVICE

It's established that the official after sale service for the appliances above mentioned, will be performed by M. & C. S.r.l. company, in accordance with the contract that they have signed with the Buyer. The after- sale service will collect all the product fault calls from the end users and / or from Buyer's Shops and/ or warehouses and will repair or replace the units that have a production defect, accordingly to the Italian warranty law. All the replacements and repairs will be recorded in a digital database, specifying the cause of defect and the consequent kind of repair done.

2) DURATION OF THE WARRANTY AGREEMENT

The duration of the guarantee period is established by the Italian law and foresee a period of 24 +2 months after the sale for each unit sold to the end user, while the total duration of this agreement, for the fault rate calculation period, will be of 36 months after the delivery of the units the Buyer as indicated in the B / L.

3) FAULT RATE CALCULATION TYPES and DEFINITIONS

3.a) The single cause of fault rate, which is the same type or description in the same part or component of the products, hereinafter collectively called 'Epidemic Failure' or 'Epidemic rate' (ER) that will occur to the above mentioned type of goods, specifically to the same factory model, it will be calculated as the percentage of the total repairs or replacements caused by production defects, that will be performed by the after-sale service defined at paragraph 1), at any time during the period of 14 months from each shipping date or purchase date of the end-user. They are expressly excluded all the repairs or faults due to transportation accidents, and / or incorrect use by the end users and / or the vendors.

3.b) The multiple cause of fault rate, hereinafter collectively called 'Service Call rate' (SCR) that will occur to the above mentioned type of goods, specifically to the same factory model, it will be calculated as the percentage of the total repairs or replacements caused by production defects, that will be performed by the after-sale service defined at paragraph 1), during the warranty period-defined in the above paragraph 2). They are expressly excluded all the repairs or faults due to transportation accidents, and / or incorrect use by the end users and / or the vendors, in the event they will be done.

The check of the fault rate trend will be done at least every 6 - 9 months, starting from the date of the first sale of the above- mentioned goods.

4) FAULT RATE LIMIT AND RESPONSABILITY.

4.a) It is established that the Buyer will take own responsibility of the single cause fault rate (ER – epidemic failure) in the warranty period, calculated as explained in the paragraph 3), up to a limit of **1 %** (one per cent) for gas hobs and **3%** (three percent) for gas ovens.

4.b) It is established that the Buyer will take own responsibility of the total fault rate (SCR- service call rate) in the warranty period, calculated as explained in the paragraph 3), up to a limit of **2 %** (two per cent) for gas hobs and **6%** (six percent) for gas ovens.

4c) If a single cause of fault rate will exceed, the quantity of exceeding units that will be reimbursed by the Seller, will be deducted from the sum of the total fault rate calculation. All the replacements or repairs that will exceed the above limit, they will be part of the responsibility of the Seller starting from the date in which the above limit will overcome.

5) REIMBOURSE OF FAULT RATE LIMIT OVERCOMING.

In case the fault rate limits defined in paragraph 4) (regardless of whether ER or SCR) will overcome, the Buyer will collect in his warehouse the exceeding defective units, to place them at disposal of the Seller for a maximum period of 60 days. The Seller will have the right to check those units in the Buyer's warehouse, or to pick them up at his own expenses and costs.

In any case, within 90 days from the advice received from **MC srl or PLANET CE** , the Seller must reimburse the Buyer or, in case of Buyer's mandate, will reimburse **MC srl or PLANET CE** with a money refund solution or in equivalent units with **Smartway** brand.

In case the reimbursement will be done in equivalent units, the units must be supplied ddp to the Buyer's warehouse in Italy (Country) within 180 days.

In case the reimbursement will be done in money, the cost of each unit will be calculated DDP to the buyer's warehouse in Bologna.

THE SELLER
(stamp and sign)

THE BUYER
(stamp and sign)

M. & C. Company
(stamp and sign)
