

Planet CE S.r.l.  
Via Cà dell'Orbo Nord 22, 40055  
Villanova di Castenaso, Bologna, Italy

**SELLER: Da Pan Electric Appliance Ind. Co. Ltd.**

NO.18 XINHUI ROAD, DALIANG STREET, SHUNDE, FOSHAN, GUANGDONG, CHINA

**BUYER: PLANET CE S.R.L.**

Via Cà Dell'Orbo Nord 22, 40055 Villanova di Castenaso, Bologna, Italy

Date 2023-02-21

**OBJECT: PO No. BIA00126**

#### **PART 1 – TECHNICAL AGREEMENT**

1. **Agreed range:** repetitive models keep the same as before.
2. **Approval and certificates:** all products must be RoHS, CE (EMC-LVD), EU Regulation 2019/2019EU and EU Regulation 2019/2016 approved.
3. **Brand Name: ZOPPAS**
4. **Art works:** as agreed.

#### **PART 2 – COMMERCIAL AGREEMENT.**

**A. Quantities and amount:**

Brand	Item	NEL Model	FOB price	Q.ty	AMOUNT
Zoppas	JC128	HZWC49L5S	\$149,00	150	\$ 22.350,00
Zoppas	JC-160WD	HZWC54L8D	\$251,92	226	\$ 56.933,92
	<b>Total</b>			<b>376</b>	<b>\$ 79.283,92</b>

**B. SALES CONDITIONS:**

- Please show in all documents our PO's No. as above.
- Prices are in USD.
- Delivery terms: FOB Nansha.
- Payment: by 100% TT AGAINST BL COPY
- Bank's charges: all bank chg./commission outside Italy are on beneficiary's account.
- Shipment date and Loading plan: as indicated in the "Attached 2\_shipping plan".
- Presentation documents: 18 days.
- Partial shipment and transshipment: allowed.
- Quantities and amount can be -0.5% / +0.5%

**C. Required documents**

- Commercial invoice original + 3 copies of original commercial invoice.
- China origin certificate, verified by the competent authorities.
- Packing list 1 + 3 original copies of packing list.
- 3/3 full set + 2 N/N copies bill of lading marked freight prepaid.
- CE certificates copy and European energetic test copy for all models.
- RoHS declaration of compliances copy for booth models.

#### **PART 3 – LOADING PLAN AND ETD**

- **Shipment in:** 2x40HQ
- **POD:** La Spezia
- **ETD:** 15<sup>th</sup> April 2023

#### **PART 4 – QUALITY AND WARRANTY**

**1. Warranty agreement**

Please ref to the "Failure rate agreement" at following page 3.

**2. Spare parts: 2,0% spare parts FOC or SPARE UNITS are acceptable.**

The spare parts order will be sent you later.

The Buyer

**PLANET CE S.R.L.**

#### **FAILURE RATE AGREEMENT**

This agreement fix the maximum rate of faults on ZOPPAS wine coolers, that will be allowed, during a period of guarantee.

This agreement is between:

**Da Pan Electric Appliance Ind. Co. Ltd.**

NO.18 XINHUI ROAD, DALIANG STREET, SHUNDE, FOSHAN, GUANGDONG, CHINA (the seller)

and

**PLANET CE S.R.L.**

Via Cà Dell'Orbo Nord 22, 40055 Villanova di Castenaso, Bologna, Italy (the Buyer)

and

**M. & C. S.r.l. (the service company for ZOPPAS brand)**

Via Cà Dell'Orbo Nord 22 – 40055 Villanova di Castenaso – Bo – Italy

This agreement concerning the products described in Buyer's PO No. **BIA00126**.

#### **WARRANTY AND EPIDEMIC FAILURE**

If at any time during the period of **14** months from each shipping date the failure rate of the Products exceeds either **3,0%** (three per cent) for a single cause, which is the same type or description in the same part or component of the products, or **6.5%** (six point five per cent) for multiple causes, and if such failures should appear to have resulted directly from faulty design, workmanship, components or materials, or improper manufacture or assembly (hereinafter collectively called "Epidemic Failure"), then:

- i . The BUYER shall promptly inform the SELLER of the nature of the Epidemic Failure and shall provide as many technical details of the Epidemic Failure as possible.
- ii . The SELLER, at its sole option, shall:
  - replace the defective products with new products, or
  - repair all epidemic defects at its cost, or
  - reimburse the BUYER for the costs of repairs carried out after its authorization, or
  - purely and simply accept the return of the products at its cost.
- iii. The SELLER shall not be liable for any incidental or consequential damage whatsoever arising from the Epidemic Failure(s) and in no event the liability of the SELLER hereof shall exceed the invoice price of the products

#### **DAMAGES FOUND DURING THE UNLOADING OF THE CONTAINERS**

- a. If, during the unloading of the containers, the buyer will found some units with damages caused during the container loading in the factory, the buyer must take a photos of the damaged units still inside the container and supply evidence to favor the goods are damaged during container loading in factory, instead of damaged in transportation after loading in vessel, and send a request of reimbursement to the seller together with the photos of that damaged units.
- aa. The SELLER, at its sole option, shall:
  - replace the defective products with new products, or
  - repair all the damages at its cost, or
  - purely and simply accept the return of the products at its cost.

**The SELLER**

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

**The BUYER**

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

**M.&C. Company**

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