

TO: SUZHOU PROVAC TECHNOLOGY CO., LTD.
No.38, Aigehao Road, Xiangcheng District, Suzhou City, China
Business License No.: 913205075546996695

21/05/2024

OBJECT: PO No. PLA024778

PART 1 – TECHNICAL AGREEMENT

Agreed range and specification: For the new items please ref the attached datasheet

Approvals: all products must compliance with the following Directives:

- RoHS (2011/65/UE)
- CE (LVD – directive 2014/35/UE and EMC – directive 2014/30/UE including EN 60335-2-30+A11:2012).
- Directive 2010/30/EU and REGULATION (EU) No 665/2013 of 3 May 2013

The related certificates must be issued by recognized laboratory and it can't be older than 2 years.

Customisation:

- **Brand Name:** SMARTWAY
- **Artworks:** as agreed
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PART 2 – COMMERCIAL AGREEMENT

A. Quantities and amount

Brand	Item	Model No.	Price \$	Q.TY	Amount \$
SMARTWAY	FBK2012A	FBK2012A	2,8	240	672
SMARTWAY	FC-2012A	URWD2012A	90,2	600	54120

TOTAL	840	\$ 54.792,00
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Use the master carton 24 pcs for the kit roller + filter FBK2012A

B. SALES CONDITIONS:

- **Prices are:** in USD – FOB Shanghai
- **Payment:** LC at 30 days from B/L date (+1% tolerance)
- **Model's names:** original model names, as described in the CE certificates, and Customer model's names must be showed in the documents.
- **Presentation documents:** 20 days.
- **Partial shipment and transshipment:** allowed.
- **Required Documents:**
 - Please show in all documents the PO No. **PLA024778**
 - 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.
 - Inspection certificate showing that goods have been inspected and passed with AQL minor than 2.5pct, issued by M. & C. Company.
- **Charges:** all bank chg./commission outside Italy, are on beneficiary's account.

PART 3 – LOADING AND DELIVERY

- Loading in: 1 x 40HQ
- POD: La Spezia
- ETD: Please ref the attached loading plan
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PART 4 – QUALITY AND WARRANTY

1. **Warranty agreement:** see “Failure rate agreement” at following page 3.
- **Spare parts 1% spare parts FOC/SPARE UNITS acceptable.**
The spare parts order will be sent you later. Spare parts and Spare units must be loaded into the container marked in yellow colour in the attached Shipping plan.

Please send back us this order and the attachments with stamp and sign on, together with the PI

The Buyer
PLANET CE S.R.L.

FAILURE RATE AGREEMENT

This agreement fix the maximum rate of faults, on **SMARTWAY** brand, as described in PO No **PLA024778** dated 21/05/2024, that will be allowed, during a period of guarantee. This agreement is between:

SUZHOU PROVAC TECHNOLOGY CO., LTD.

No.38, Aigehao Road, Xiangcheng District, Suzhou City, 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. Società a Socio Unico (the service company for **SMARTWAY brand)**

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

WARRANTY AND EPIDEMIC FAILURE

If at any time during the period of **12** months from each shipping date the failure rate of the Products exceeds either **3%** (three percent) for a single cause, which is the same type or description in the same part or component of the products, or **5%** (four 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. The Epidemic Failure shall be confirmed by mutual party, both party should test and agree the Epidemic Failure is surely existed.

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) The seller should ensure good quality products and good package without any damages before shipment. The seller will take photo during products loading of the containers to improve that everything is good during the loading.

B) 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

The BUYER

M. & C. Company
