

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

SELLER: **Zhongshan Galanz Consumer Electric Appliances Co., Ltd**
No.3 Xingpu Road East, Huangpu Town, Zhongshan City, Guandong, China

Date: 13/05/2024

OBJECT: PO No. SMGA124

1. Agreed range and specification

Repetitive models keep the same as before.

2. Approval and certificates

- **RoHS and Reach:** above products must be RoHS Approved.
- **CE approval:** products must in compliance with all EU directives.
- **ERP;** products must be in compliance with ERP EU Regulation.

3. Customisation

- **Brand Name:** Smartway
- **Art-works:** as per our instruction.

4. Quantities and amount:

| Brand | Item | Model No. | Price \$ | Q.TY | Amount \$ |
|----------|------------------------|--------------|----------|------|-----------|
| SMARTWAY | BCD-215VF-B-53H-EUR(E) | WGDP215NSRE0 | 120 | 86 | 10320 |
| SMARTWAY | BCD-280WEVF-53H-EUR(E) | WGDP280NRE0 | 152 | 75 | 11400 |

| | | | | | |
|--------------|--|--|--|------------|--------------|
| TOTAL | | | | 161 | 21720 |
|--------------|--|--|--|------------|--------------|

5. Sales condition

All documents must show our PO No. as above.

- **Prices:** FOB any port in Italy.
- **Payment:** by OA 60 days BL.
- **Bank's charges:** all bank charges and commission outside Italy are on beneficiary's account.
- **Presentation documents:** documents must be sent to the buyer within 18 days after the shipping date.

6. Loading plan and required ETD

- Please ref to the attached "Loading plan".

7. Required documents (one set for each port of delivery)

- 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 collect.
- CE certificates copy and European energetic test copy – to be sent by email in advance and no need to attach to the LC.
- RoHS declaration of compliances in copy.
- Beneficiary declaration stating factory codes model name as OEM customer model name.

8. Spare parts, warranty and failure rate agreement

- **Spare parts:** 1% FOC spare parts are included in the above prices
- **Failure rate:** please ref to the "Failure rate Agreement" at following page 2.

Thank you and best regards.

Planet CE S.r.l.

Failure rate agreement

This agreement fixes the maximum rate of faults, on Smartway refrigerators, that will be allowed, during a period of guarantee. This agreement is between:

Zhongshan Galanz Consumer Electric Appliances Co., Ltd
No.3 Xingpu Road East, Huangpu Town, Zhongshan City, 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.
Via Cà dell'Orbo Nord 22, 40055 Villanova di Castenaso – Bo – Italy
(**The service company for Smartway brand**)

This agreement concerning the products related to PO No. **SMGA124** dated 13/05/2024.

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; in case of defects caused by multiple causes the limit is **2,0%** (two per cent) for static models and/or **6,0%** (six per cent) for No Frost models. 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.

For and on behalf of (sign and stamp):

The SELLER

The BUYER

The service Company
