

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

To: **Gruppo Industriale VESIT S.p.A. - Società Unipersonale**  
Via Polidoro da Caravaggio, 6 / 20156 - Milano / Lombardia – Italia

10-05-2024

OBJECT: PO No. SMVE124 - SMARTWAY Brand

**1. Agreed range and specification:**

Repetitive models keep the same before.

**2. Approval and certificates**

- **RoHS:** above products must be RoHS Approved.
- **CE approval:** products must in compliance with all EU directives.

**3. Customisation**

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

**4. Quantities and amount**

Brand	Item	Model No.	Price €	Q.TY	Amount €
SMARTWAY	373	WVCBR373NCEO	280	69	19320
SMARTWAY	373	WVCBR373NKE0	283	34	9622
SMARTWAY	373	WVCBR373NRE0	280	35	9800
SMARTWAY	263PK	WVDP263SCEO	100	144	14400
SMARTWAY	263PK	WVDP263SKE0	100	144	14400
SMARTWAY	263PK	WVDP263SRE0	102	144	14688

**TOTAL** **570** **82230**

**5. Sales condition**

**All documents must show our PO No. as above.**

- **Prices:** in Euro – FOB port of Izmir (Turkey).
- **O.R.C. (original regional charges) and THC in origin:** in charge to the seller.
- **Payment:** by LC at sight
- **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 7 days after the shipping date.

**6. Loading plan and required ETD**

- For POL/POD/ETD and loading please ref to the attached "Loading plan"

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

- Commercial invoice 1 original + 1 copy of original signed commercial invoice;
- Original ATR for duty declaration;
- 2/2 full set + 2 N/N copies of marine bill of lading by Express release and copy by email to: [riccardo.dalferro@planetce.it](mailto:riccardo.dalferro@planetce.it)
- RoHS declaration of compliances copy for booth models.

**8. Spare parts, warranty and failure rate agreement**

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

Thank you and best regards.

**Planet CE S.r.l.**

## **Agreement related to PO NO. SMVE124**

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

### **Gruppo Industriale VESIT SpA - Società Unipersonale**

Via Polidoro da Caravaggio, 6 / 20156 - Milano / Lombardia – Italia (“**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. Società a Socio Unico**

Via Cà dell’Orbo Nord 22, 40055 Villanova di Castenaso – Bo – Italy  
(the service company for Smartway brand)

This agreement concerning Smartway Cooling described in PO No. SMVE124 dated 10-05-2024.

### **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 point five per cent) for a single cause, which is the same type or description in the same part or component of the products, or **6,0%** (six 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.

**For and on behalf of (sign and stamp):**

**The SELLER**

**The BUYER**

**The service Company**