



M. & C. S.r.l. Società di Consulenza Direzionale
Via Ca' dell' Orbo Nord, 22, 40055 Villanova di Castenaso (BO) - Italy
Phone +39051780063
C.F. e P.IVA 02233501200

SELLER: MIDEA ELECTRIC TRADING (SINGAPORE) CO.PTE.LTD.

50 Reffles Place 38 05 Singapore Land Tower Singapore 048623

BUYER: CONSUMER ELECTRONICS S.p.A

P.zza G. Ferré 10, 20025 Legnano (MI), Italy

Date, 23/05/2024

OBJECT: **PO No. PO No. 330ac**

PART 1 – TECHNICAL AGREEMENT

- **Agreed range and specification:**
 - Repetitive models keep the same as before.
 - For the new models please ref to the attached datasheet.
 - **Approval:** all products and accessories must compliance with 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).
 - LFGB (82/711/EEC, 85/572/EEC and 97/48/EEC food contact test, Italian Decree of Ministry of Health of 21/03/1973 and its amendment, Italian Decree of Ministry 21/12/2010 No 258 for Overall Migration and specific migration).
 - **Brand Name:** **DAYA**
 - **Model's names and EAN CODE:** as agreed.
- Art works:** as per our instruction

PART 2 – COMMERCIAL AGREEMENT.

a. Quantities and amount:

Brand	Item	EAN CODE	Model No.	Price €	Q.TY	Amount €
DAYA	MG720CT5-PM0E00	8052536052840	MG720CPWB	27,60 €	8.820	243.432,00 €

TOTAL

8.820 243.432,00 €

b. Sales conditions:

- Please show in all the CI and PL the order number of each delivery as showed in the above table.
- **Prices** are in EURO – CIF to Genova Port, Italy.
- **Payment:** LC at 30 days.
- **Model's names:** shipping documents must show Customer models and Factory models as showed in the required in the above required certificates.
- **Presentation documents:** documents must be sent to the buyer within 18 days after the shipping date
- **Partial shipment and Transhipment:** allowed.
- **Tolerance:** -2% / +2% in quantity and amount are acceptable.

c. Documents required (for each port of destination):

- 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.
- Declaration of Identity in original.
- Declaration of Conformity in original (see attached draft).



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PART 3 – LOADING PLAN AND ETD

Shipment in: 6x40HQ containers.

Loading: please ref to the attached “Loading Plan”.

Required ETA and POD: please ref to the attached “Loading Plan”

PART 4 – QUALITY AND WARRANTY

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

Please send back us this order and warranty agreement with sign and stamp together with the PI.

Thank you and best regards.

The Buyer

CONSUMER ELECTRONICS S.p.A



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FAILURE RATE AGREEMENT ORDER

This agreement fixes the maximum rate of faults, on **DAYA** microwave ovens, that will be allowed, during a period of guarantee. This agreement is between:

MIDEA ELECTRIC TRADING (SINGAPORE) CO.PTE.LTD.

50 Reffles Place 38 05 Singapore Land Tower Singapore 048623 (here following called "the seller")

AND

CONSUMER ELECTRONICS S.p.A

P.zza G. Ferré 10, 20025 Legnano (MI), Italy ("**The buyer**")

AND

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

Via Ca' dell' Orbo Nord, 22, 40055 Villanova di Castenaso (BO) - Italy

This agreement concerning DAYA microwave ovens as showed in PO No. **330ac** dated 23/05/2024.

1) GUARANTEE AFTER SALE SERVICE.

Is established that the official after sale service for the appliances above mentioned, will be made by the M. & C. Srl. Company, in accordance to a contract that they has drawn up with "the Buyer".

The aftersale service will collect all the trouble calls from the end users and/or from Buyer's shops, and will repair or replace the units that have a production defect, in accordance with the European law of guarantee. All the replacements and the repairs will be recorded in a digital data-base, specifying the cause of trouble and the kind of done repair.

2) DURATION OF THE GUARANTEE.

The duration of the European guarantee is established in 24 months after selling to the end user.

The supplier agree guarantee the above products for 12 months after the delivery date from the supplier to the buyer, as indicated in the B/L.

3) FAULT RATE CALCULATION.

The total fault rate concerned in this agreement, that will occur to the above-mentioned microwaves, will be calculated as the percent of the total repairs or replacements for production defects, that will be done from the after-sale service defined at paragraph 1), during the period of guarantee defined in the above paragraph 2). Are expressly excluded all the repairs or faults due to transport 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 goods.

FAULT RATE LIMIT AND RESPONSIBILITY.

Is established that "the buyer" will take own responsibility of the fault rate in the guarantee period, calculated as explained in the paragraph 3), up to a limit of **5,0% (Five percent) for Epidemic defectiveness ("Epidemic defectiveness" during warranty period will be defined as the identical failure in any component which reached more than 5% in the same lot of the same model of product) and 6% for total fault rate.** All the replacements or repairs that will exceed the above limits, will be in the responsibility of the "**the seller**", starting from the date in which the above limit will be overcome.

4) REIMBOURSE OF FAULT RATE LIMIT OVERCOMING.

In case of overcoming of the fault rate limit defined in paragraph 4), the M. & C. Srl company 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 M. & C. Srl warehouse, or to pick up them at his own expenses.

In any case, within 90 days from the advice received from M. & C. Company, "the seller" must reimburse "the buyer" or, in case of "buyer" 's mandate, will reimburse M. & C. Srl, in money or in equivalent units with **DAYA** brand. In case the reimbursement will be done in equivalent units, the units must be supplied ddp M. & C. warehouse in Bologna – Italy.

In case the reimbursement will be done in money, the cost of each unit will be calculated **on the FOB price as indicated in the PI.** The percentage of the transport cost will be calculated in base to the cost of "the buyer" as indicated in the forwarder invoices.

The Buyer

Stamp and sign

The Seller

Stamp and sign

M. & C. Company

Stamp and sign