

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

13.03.2025

OBJECT: **PO No. PLAVE125 - 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 | EAN | Model No. | Price € | Q.TY | Amount € |
|----------|-------|---------------|--------------|----------|------|-------------|
| SMARTWAY | 373 | 8059304468971 | WVCBR373NCE0 | 280,00 € | 138 | 38.640,00 € |
| SMARTWAY | 373 | 8059304468964 | WVCBR373NKE0 | 283,00 € | 138 | 39.054,00 € |
| SMARTWAY | 373 | 8059304468957 | WVCBR373NRE0 | 280,00 € | 138 | 38.640,00 € |
| SMARTWAY | 263PK | 8059304469008 | WVDP263SCE0 | 103,00 € | 134 | 13.802,00 € |
| SMARTWAY | 263PK | 8059304468995 | WVDP263SKE0 | 103,00 € | 134 | 13.802,00 € |
| SMARTWAY | 263PK | 8059304468988 | WVDP263SRE0 | 105,00 € | 134 | 14.070,00 € |

| | | |
|--------------|------------|---------------------|
| TOTAL | 816 | 158.008,00 € |
|--------------|------------|---------------------|

5. Sales condition

All documents must show our PO No. as above.

- **Prices:** in Euro – FOB port of Aliaga (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
- 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.

FAILURE RATE AGREEMENT

1) GUARANTEE AFTER SALE SERVICE

It's established that the official after sale service for the appliances above mentioned, will be performed by M. & C. S.r.l. company, in accordance with the contract that they have signed with the Buyer. The after- sale service will collect all the product fault calls from the end users and / or from Buyer's Shops and/ or warehouses and will repair or replace the units that have a production defect, accordingly to the Italian warranty law. All the replacements and repairs will be recorded in a digital database, specifying the cause of defect and the consequent kind of repair done.

2) DURATION OF THE WARRANTY AGREEMENT

The duration of the guarantee period is established by the Italian law and foresee a period of 24 +2 months after the sale for each unit sold to the end user, while the total duration of this agreement, for the fault rate calculation period, will be of 36 months after the delivery of the units the Buyer as indicated in the B / L.

3) FAULT RATE CALCULATION TYPES and DEFINITIONS

3.a) The single cause of fault rate, which is the same type or description in the same part or component of the products, hereinafter collectively called 'Epidemic Failure' or 'Epidemic rate' (ER) that will occur to the above mentioned type of goods, specifically to the same factory model, it will be calculated as the percentage of the total repairs or replacements caused by production defects, that will be performed by the after-sale service defined at paragraph 1), at any time during the period of 14 months from each shipping date or purchase date of the end-user. They are expressly excluded all the repairs or faults due to transportation accidents, and / or incorrect use by the end users and / or the vendors.

3.b) The multiple cause of fault rate, hereinafter collectively called 'Service Call rate' (SCR) that will occur to the above mentioned type of goods, specifically to the same factory model, it will be calculated as the percentage of the total repairs or replacements caused by production defects, that will be performed by the after-sale service defined at paragraph 1), during the warranty period defined in the above paragraph 2). They are expressly excluded all the repairs or faults due to transportation 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- mentioned goods.

4) FAULT RATE LIMIT AND RESPONSABILITY.

4.a) It is established that the Buyer will take own responsibility of the single cause fault rate (ER – epidemic failure) in the warranty period, calculated as explained in the paragraph 3), up to a limit of **2% (two per cent)** for static refrigerators and up to up limit of **3% (three per cent)** for no frost refrigerators.

4.b) It is established that the Buyer will take own responsibility of the total fault rate (SCR- service call rate) in the warranty period, calculated as explained in the paragraph 3), up to a limit of **3% (three per cent)** for static refrigerators and up to a limit of **6% (six per cent)** for no frost refrigerators.

4c) If a single cause of fault rate will exceed, the quantity of exceeding units that will be reimbursed by the Seller, will be deducted from the sum of the total fault rate calculation. All the replacements or repairs that will exceed the above limit, they will be part of the responsibility of the Seller starting from the date in which the above limit will overcome.

5) REIMBOURSE OF FAULT RATE LIMIT OVERCOMING.

In case the fault rate limits defined in paragraph 4) (regardless of whether ER or SCR) will overcome, the Buyer 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 Buyer's warehouse, or to pick them up at his own expenses and costs.

In any case, within 90 days from the advice received from MC srl or PLANET CE , the Seller must reimburse the Buyer or, in case of Buyer's mandate, will reimburse MC srl or PLANET CE with a money refund solution or in equivalent units with **SMARTWAY** brand.

In case the reimbursement will be done in equivalent units, the units must be supplied ddp to the Buyer's warehouse in Italy (Country) within 180 days.

In case the reimbursement will be done in money, the cost of each unit will be calculated DDP to the buyer's warehouse in Bologna.

The SELLER

The BUYER

The service Company
