



M. & C. S.r.l. Società di Consulenza Direzionale
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C.F. e P.IVA 02233501200

SELLER:

Gruppo Industriale VESIT S.p.A. - Società Unipersonale

Via Polidoro da Caravaggio, 6 / 20156 - Milano / Lombardia – Italia

BUYER:

UNIEURO S.p.A.

Via Piero Maroncelli 10, 47121-Forlì, c/o Palazzo Hercolani.

Date 22-July-2022

OBJECT: **PO No. 4504359558**

1. Agreed range and specification

Repetitive items keep the same as before. For the new items please ref to the below table:

| Brand | Old SAP Code | Model | EAN Code | Updated Configuration |
|-------------|--------------|--------------|---------------|---|
| Electroline | 10750666 | WMEV10F1B51 | 8050999982506 | Switch to PAX design, other configuration keep the same as before |
| Electroline | 10749894 | WMEV10F2A6S1 | 8050999982513 | Switch to PAX design, other configuration keep the same as before |

2. Approval and certificates

- **RoHS:** above products must be RoHS Approved.
- **CE approval:** products must in compliance with EU Directives and related certificates are required in copy.

3. Customisation

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

4. Quantities and amount

| Brand | SAP Code | SKU | Fob Eur | Q.ty | AMOUNT |
|-------------|----------|--------------|----------|------|-------------|
| Electroline | New | WMEV10F1B51 | € 105,24 | 730 | € 76.825,20 |
| Electroline | New | WMEV10F2A6S1 | € 123,92 | 470 | € 58.242,40 |
| Electroline | 10748576 | DWEV12F2W1 | € 134,90 | 162 | € 21.853,80 |
| Electroline | 10748577 | DWEV12F2S1 | € 141,01 | 324 | € 45.687,24 |

1.686 € 202.608,64

5. Sales condition

All documents must show our PO No. as per above table.

- **Prices:** in Euro – FOB port of Aliaga (Turkey).
- **O.R.C. (original regional charges) and THC in origin:** in charge to the seller.
- **Payment:** **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 10 days after the shipping date.

6. Loading plan and required ETD

- FOB Aliaga to: **Palermo and Ravenna.**
- Loading and ETD: 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 BL by Express release and copy 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 3.

Thank you and best regards.

UNIEURO S.p.A



Failure rate Agreement

This agreement fix the maximum rate of faults, on Electroline washing machines and dishwashers, 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

UNIEURO S.p.A.

Via Piero Maroncelli 10, 47121-Forlì, c/o Palazzo Hercolani, ITALY (**“The buyer”**)

And

M. & C. S.r.l. Società a Socio Unico

Via Cà Dell’Orbo Nord 22 – 40055 Villanova di Castenaso – Bo – Italy

(the service company for Electroline brand)

This agreement concerning Electroline items as described in PO No. 4504359558 dated 22-July-2022

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 **3,5%** (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 **7,0%** (seven 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 find some units with damages caused during the container loading in the factory, the buyer must take a photo 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
