



M. & C. S.r.l. Società di Consulenza Direzionale
Via G. Verdi, 51 – 40055 Villanova di Castenaso
Bologna - Italy
Phone +39051780063 – Fax +390516064044
C.F. e P.IVA 02233501200

SELLER: WINTIME IMPORT & EXPORT CORPORATION LIMITED OF ZHONGSHAN
No. 23, Nan'An RD, Shiqi, Zhongshan, Guangdong, CHina

BUYER: UNIEURO S.p.A.
Via Piero Maroncelli 10, 47121-Forlì, presso Palazzo Herculani

Date 2-May-2023

OBJECT: PO No. **4506882468_4506882355_4506882388**

PART 1 – TECHNICAL AGREEMENT

• **Agreed range and specification:**

- Repetitive models keep the same as previous PO.

Approvals:

all products and accessories must compliance with following Directives:

- RoHS (2011/65/UE)
- CE (LVD – dir. 2014/35/UE and EMC – dir. 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:** ELECTROLINE

• **Art works:** as agreed.

PART 2 – COMMERCIAL AGREEMENT

a. **Quantities and amount:**

			PO No. 4506882468	PO No. 4506882355	PO No. 4506882388				
Item	Model	FOB	Q.ty	AMOUNT	Q.ty	AMOUNT	Q.ty	AMOUNT	Total
GR09A-G	FE09S	\$12,26	0	\$0,00	1.400	\$17.164,00	1.520	\$18.635,20	2.920
GR18BC-G	FE19V	\$19,38	1.387	\$26.880,06	2.774	\$53.760,12	1.387	\$26.880,06	5.548
GR33ACL-G	FE32VL	\$27,55	881	\$24.271,55	1.271	\$35.016,05	1.912	\$52.675,60	4.064
GR48RCCL-G	FE43VLG	\$35,15	0	\$0,00	675	\$23.726,25	150	\$5.272,50	825
GR60JRCL-K	FVE860FGLS	\$51,30	421	\$21.597,30	421	\$21.597,30	421	\$21.597,30	1.263
Total quantities			2.689		6.541		5.390		14.620
Total value				\$72.748,91		\$151.263,72		\$125.060,66	\$349.073,29

b. **Sales conditions:**

- Please show in all the CI and PL the order number of each delivery as showed in the attached loading plan.
- **Prices in USD – FOB ZHONGSHAN port.**
- **Payment:** by LC at 30 days from BL date.
- **Charges:** all bank chg./commission outside Italy are on beneficiary's account.
- **Latest date of Shipment:** as indicated in the attached "Loading Plan".
- **Model's names for ELECTROLINE:** shipping documents must show Customer models and Factory models as showed in the required in the above required certificates.
- **Presentation documents:** 20 days.
- **Partial shipment and Transhipment:** allowed.
- **Tolerance:** -2% / +2% in quantity and amount 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.



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PART 3 – LOADING PLAN AND ETD

- **Shipment in:** 14x40HQ
- **POD, ETD and Loading details:** please ref to the attached Loading Plan.

PART 4 – QUALITY AND WARRANTY

1. **Warranty:** As per "Failure rate agreement" at following page 3.
2. **Spare parts:** as agreed.

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

Thank you and best regards.

The Buyer
UNIEURO S.p.A.



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FAILURE RATE AGREEMENT

This agreement fix the maximum rate of faults, on ELECTROLINE electrical ovens, that will be allowed, during a period of guarantee. This agreement is between:

WINTIME IMPORT & EXPORT CORPORATION LIMITED OF ZHONGSHAN

No. 23, Nan'An RD, Shiqi, Zhongshan, Guangdong, CHina (here following called "the seller")

AND

UNIEURO S.p.A.

Via Piero Maroncelli 10, 47121-Forlì, presso Palazzo Herculani (here following called "the buyer")

AND

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

Via Verdi, 51 – 40055 Villanova di Castenaso – Bo – Italy

This agreement concerning the electrical ovens as described in our Po. No. **4506882468_4506882355_4506882388** dated 2-May-2023.

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. S.r.l. company, in accordance to a contract that they has drawn up with" the Buyer".

The after-sale 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 database, 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 agrees 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 ovens , will be calculated as the per cent 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.

4) 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 per cent) for Epidemic defectiveness ("Epidemic defectiveness" during warranty period will be defined as the identical failure in any component which reached more than 4% in the same lot of the same model of product) and 5% 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.

5) REIMBURSE OF FAULT RATE LIMIT OVERCOMING.

In case of overcoming of the fault rate limit defined in paragraph 4), the M. & C. S.r.l. 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 ELECTROLINE 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 showed in the forwarder invoices.

The Buyer

Stamp and sign

The Seller

Stamp and sign

M. & C. Company

Stamp and sign