

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

To: **WINTIME IMPORT & EXPORT CORPORATION LIMITED OF ZHONGSHAN**
A1, Third Floor, No.23, Nan'an Road, Shiqi, Zhongshan, Guangdong, China.

Bologna 2023-03-01

REF.: **PO No. 10654G – Electrical ovens.**

PART 1 – TECHNICAL AGREEMENT

1. **Agreed range:** same as previous order for the repetitive item, for the new item please ref to the below table.
2. **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) and EU 2017-1357
 - 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).
3. **Brand Name:** **SMARTWAY**.
4. **Art works:** as agreed.

PART 2 – COMMERCIAL AGREEMENT.

a. Quantities and amount

Brand	Item	Model	EAN code	Remark	Q.ty	Fob	Amount
Smartway	GR18BC-G	WFE19VS	8059304465482	New	424	\$20,70	\$8.776,80
Smartway	GR60JRCL-K	WFE-C60VSR			272	\$55,50	\$15.096,00
							\$696 \$23.872,80

b. Sales conditions:

- Please show in the documents our PO number.
- Prices are: in USD – FOB **ZHONGSHAN** port;
- Payment: LC at 30 days.
- Model's names **SMARTWAY**: please specify in all the documents the original model's name as described in the CE certificates and, close to the original names, please also indicate the client's models as above.
- Presentation documents: 20 days.
- Tolerance: -2% / +2% in quantity and amount is acceptable.

c. Required document (for each POD):

- 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 and Declaration of Conformity in original.
- Charges: all bank chg./commission outside Italy, are on beneficiary's account.
- O.R.C. cost: if any in charge to the seller.

PART 3 – LOADING PLAN AND ETD

- Shipment: 1x40hq
- POD: La Spezia or Venezia
- ETD: on or before 30th April 2023

PART 4 – QUALITY AGREEMENT.

- Warranty: please see agreement at following page 2.

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

PLANET CE S.r.l.

WINTIME IMP & EXP CO.,LTD
Authorized person

FAULTS RATE AGREEMENT

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

WINTIME IMPORT & EXPORT CORPORATION LIMITED OF ZHONGSHAN
A1, Third Floor, No.23, Nan'an Road, Shiqi, Zhongshan, Guangdong, China
(Here following called "the seller")

And

PLANET CE S.R.L.
Via Cà Dell'Orbo Nord 22, 40055 Villanova di Castenaso, Bologna, Italy
(Here following called "the buyer")

And

M. & C. S.r.l. Società a Società Unico
Via Cà Dell'Orbo Nord 22, 40055 Villanova di Castenaso, Bologna, Italy
(The service company for SMARTWAY brand)

This agreement concerning the electrical ovens as described in our Po. No. **10654G** dated 2023-03-01.

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 with a contract that they has drawn up with PLANET CE.

The after-sale service will collect all the trouble calls from the end users and/or from Expert'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 PLANET CE S.r.l. 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. 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 PLANET CE S.p.A. or, in case of PLANET's mandate, will reimburse M. & C. Srl, in money or in equivalent units with SMARTWAY brands.

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 Planet CE as indicated in the forwarder invoices.

PLANET CE SRL

Stamp and sign

WINTIME IMP & EXP CO., LTD

Stamp and sign

M. & C. Company

Stamp and sign