

**Planet CE S.r.l.**

Via Cà dell'Orbo Nord 22

40055 Villanova di Castenaso, Bologna, Italy

SELLER: **DA PAN Electric Appliance Ind. Co. Ltd.**  
NO.18 XINHUI ROAD, DALIANG STREET, SHUNDE, FOSHAN, GUANGDONG, CHINA

Date 2025-04-30

OBJECT: **PO No. SMDA125**

**PART 1 – TECHNICAL AGREEMENT**

1. **Agreed range:** repetitive models keep the same as before.
2. **Approval and certificates:** all products must be RoHS, CE (EMC-LVD) , EU Regulation 2019/2019EU and EU Regulation 2019/2016 approved.
3. **Brand Name:** **SMARTWAY**
4. **Art works:** as agreed.

**PART 2 – COMMERCIAL AGREEMENT.**

**A. Quantities and amount:**

Brand	Item	EAN	Model No.	Price \$	Q.TY	Amount \$
Smartway	BCW-18A	8054341711639	WDWC18S0	\$ 50,00	370	\$ 18.500,00
Smartway	BCW-37B	8054341711646	WDWC37S0	\$ 68,50	365	\$ 25.002,50

**TOTAL** **735 \$ 43.502,50**

**B. SALES CONDITIONS:**

- **Please show in all documents our PO's No. as above.**
- Prices are in USD.
- Delivery terms: FOB Nansha.
- Payment: by TT against BL
- Bank's charges: all bank chg./commission outside Italy are on beneficiary's account.
- Shipment date and Loading plan: as indicated in the "Attached 2\_shipping plan".
- Presentation documents: 18 days.
- Partial shipment and transshipment: allowed.
- Quantities and amount can be -0.5% / +0.5%

**C. Required documents**

- Commercial invoice original + 3 copies of original commercial invoice.
- China origin certificate, verified by the competent authorities.
- Packing list 1 + 3 original copies of packing list.
- 3/3 full set + 2 N/N copies bill of lading marked freight prepaid.
- CE certificates copy and European energetic test copy for all models.
- RoHS declaration of compliances copy for booth models.

**PART 3 – LOADING PLAN AND ETD**

- **Shipment in:** 1x40'HQ
- **POD:** La Spezia
- **ETD:** please ref to the attached Loading Plan.

**PART 4 – QUALITY AND WARRANTY**

**1. Warranty agreement**

Please ref to the "Failure rate agreement" at following page 2.

**2. Spare parts: 2,0% spare parts FOC or SPARE UNITS are acceptable.**

The spare parts order will be sent you later.

The Buyer  
**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 12+2 months after cargo ready date.

### 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 **3% (three per cent)**.

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 **4% (four per cent)**.

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 be deducted at next available new order ,maximum deducted USD 200 per order.

In case the reimbursement will be done in equivalent units, added in next available new order or provided SP FOC , freight will be handled by MC srl OR PLANET CE.

In case the reimbursement will be done in money, the cost of each unit will be will be deducted at next available new order ,maximum deducted USD 200 per order..

**The SELLER**

Title: \_\_\_\_\_

**The BUYER**

Title: \_\_\_\_\_

**M.&C. Company**

Title: \_\_\_\_\_