



**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:** ZHEJIANG ROLY TECHNOLOGY CO., LTD.  
No.366 Huaxia Road, Economic Development Zone, Yongkang, Zhejiang, China

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

Date, 2-May-2023

OBJECT: PO No. **4506880944\_4506880972**

#### PART 1 – TECHNICAL AGREEMENT

- **Agreed range and specification:** repetitive model keep the same as previous order; for the new model please ref to the attached datasheet.
- **Approval:** all products and accessories must be in 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).
- **Brand Name:** ELECTROLINE
- **Art works:** as agreed.

#### PART 2 – COMMERCIAL AGREEMENT.

##### a. Quantities and amount:

Item	Model	FOB	PO No.	4506880944	PO No.	4506880972	Total
WL092	BE20XR9	\$26,00	1.008	\$26.208,00	2.016	\$52.416,00	<b>3.024</b>
RL132-15L	BACE158	\$14,80	1.960	\$29.008,00	0	\$0,00	<b>1.960</b>
			<b>2.968</b>	<b>\$55.216,00</b>	<b>2.016</b>	<b>\$52.416,00</b>	<b>4.984</b>
							<b>\$107.632,00</b>

##### b. Sales conditions:

- Please show in all the CI and PL the order number.
- **Prices are:** in USD – FOB **NINGBO** port;
- **Payment:** LC at sight.
- **Model's names for ELECTROLINE:** shipping documents must show both Customer and Factory models as showed in the certificates of compliance with EU Directives.
- **Presentation documents:** 20 days.
- **Partial shipment and Transhipment:** allowed.
- **Tolerance:** -2% / +2% in quantity and amount are 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.
- CE (EMC –LVD) certificates, in copy; RoHS declaration of conformity.
- Inspection certificate showing that goods have been inspected and passed with AQL minor than 2.5pct, issued by M. & C. Company.
- **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 –SHIPMENTS

- **Loading in:** 4\*40HQ
- **POD:** Genova
- **Latest date of Shipment:** please ref to the attached "Loading plan".

#### PART 4 – QUALITY AND WARRANTY

1. **Warranty:** As per "Failure rate agreement" at following pages 2.
2. **Spare parts:** 0,5% FOC spare parts are acceptable.

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

UNIEURO S.p.A.



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## FAILURE RATE AGREEMENT

This agreement fix the maximum failure that will be allowed during a period of guarantee rate on ELECTROLINE wet & dry drum vacuum cleaners and ash cleaners. This agreement is between:

### ZHEJIANG ROLY TECHNOLOGY CO., LTD.

No.366 Huaxia Road, Economic Development Zone, Yongkang, Zhejiang, 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 ELECTROLINE wet & dry drum vacuum cleaners and ash cleaners as showed in PO No4506880944\_4506880972 dated 2-May-2023.

### WARRANTY AND EPIDEMIC FAILURE

If at any time during the period of 12 months from each shipping date the failure rate of the Products exceeds either **3%** (three percent) for a single cause, which is the same type or description in the same part or component of the products, or **4%** (four 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. The Epidemic Failure shall be confirmed by mutual party, both parties should test and agree the Epidemic Failure is surely existed.

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) The seller should ensure good quality products and good package without any damages before shipment. The seller will take photo during products loading of the containers to improve that everything is good during the loading.

B) If, during the unloading of the containers, the buyer will found some units with damages caused during the container loading in the factory, the buyer must take a photos 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.

**The Buyer**

Stamp and sign

**The Seller**

Stamp and sign

**M. & C. Company**

Stamp and sign