

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

**TO: Ningbo Fuda Intelligent technology Co., Ltd**  
No. ZHENHUA ROAD, SIMEN TOWN, YUYAO CITY, ZHEJIANG, CHINA

**Date** 2023-12-12

**OBJECT: PO No. 838\_839\_840**

#### **PART 1 – TECHNICAL AGREEMENT**

1. **Agreed range and specification:** For new items please ref to the attached Datasheet
2. **Certificates: all products must compliance the following EU Directives:**
  - RoHS (2011/65/UE)
  - CE (LVD and EMC Directives).
  - ERP REGULATION (EU) No 206/2012
Relative certificates issued by recognized Laboratory are required.
3. **CUSTOMISATION DETAILS**
  - **Brand Name:** **NGM**
  - **Art-works:** as per our instructions.
  - **Model's names/Ean codes:** same as before.

#### **PART 2 – COMMERCIAL AGREEMENT.**

**a. Quantities and amount**

Brand	Item	Customer Model	Q.TY	Fob Price	AMOUNT
PO838	Ngm	FDP26-2024R5	CPN26FE	680	\$99,00 \$67.320,00
PO839	Ngm	FDP26-2024R5	CPN26FE	680	\$99,00 \$67.320,00
PO840	Ngm	FDP26-2024R5	CPN26FE	680	\$99,00 \$67.320,00
<b>Total</b>			<b>2.040</b>		<b>\$201.960,00</b>

**b. Sales conditions:**

- **Shipping documents must show the PO No. 838\_839\_840**
- **Prices are:** in USD – FOB NINGBO port;
- **Payment:** LC at 30 days.
- **Model's names:** all shipping documents must show Customer models and Factory models as indicated in the certificates related to the regulation as above point 2.
- **Presentation documents:** 20 days.
- **Partial shipment and Transhipment:** allowed.
- **Tolerance:** -2% / +2% in quantity and amount is acceptable.

**c. Required documents:**

- 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.
- Inspection certificate showing that goods have been inspected and passed with AQL minor than 3.0pct, 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 – LOADING PLAN AND ETD**

- **Shipment in:** 3\*40HQ
- **ETD/POD:** Please ref the Loading plan

**PART 4 – QUALITY AND WARRANTY**

1. **Warranty:** As per “Failure rate agreement” at following pages.
2. **Spare parts:** **0,5% FOC spare parts or units are acceptable.** The spare parts order will be sent you later.

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

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

## **FAILURE RATE AGREEMENT**

This agreement fix the maximum rate of faults, on NGM local air conditioner, that will be allowed during a period of guarantee. This agreement is between:

**Ningbo Fuda Intelligent technology Co., Ltd**

No. ZHENHUA ROAD, SIMEN TOWN, YUYAO CITY, ZHEJIANG, CHINA  
and

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

Via Cà dell'Orbo Nord 22, 40055 Villanova di Castenaso, Bologna, Italy ("the Buyer")  
and

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

Via Cà dell'Orbo Nord 22, 40055 Villanova di Castenaso, Bologna, Italy

This agreement concerning Hyundai local air conditioner as described in Buyer's PO No. **838\_839\_840** dated 2023-12-12

### **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% (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 percent) 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) 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 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.

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 SELLER**

(stamp and sign)

**THE BUYER**

(stamp and sign)

**M. & C. Company**

(stamp and sign)