

TO: MIDEA ELECTRIC TRADING (SINGAPORE) CO PTE LTD
158 Cecil Street #07-01/02, Singapore 069545

Date 2023-11-29

OBJECT: PO No. **CLI00036**

PART 1 – TECHNICAL AGREEMENT

- **Agreed range:** repetitive models keep the same as before, for new items please ref to the related "Datasheet" already shared.
- **Approval:** all products and accessories must be in compliance with following Directives:
 - RoHS (2011/65/UE)
 - CE (LVD and EMC Directives).
 - ERP REGULATION (EU) No 206/2012
- **Brand Name:** **SEKOM**
- **Model's names and EAN CODE:** repetitive models keep the same as before, for new items please ref to the related "Datasheet" already shared.
- **Art works:** as agreed.

PART 2 – COMMERCIAL AGREEMENT

a. Quantities and amount:

Factory Model	Customer Model	Remarks	Q.ty	FOB	FOB EURO
			7.807		€ 991.053,70
M2OG-14HFN8-Q	SM409DAX		523	€ 182,00	€ 95.186,00
MSAFBU-09HRFN8-QRD1GW	IMD94AF4W	NEW (Wifi)	543	€ 39,50	€ 21.448,50
MSAFBU-12HRFN8-QRD1GW	IMD124F4W	NEW (Wifi)	503	€ 42,00	€ 21.126,00
MSAFBU-09HRFN8-QRD1GW	SM094AF4KIT	NEW (Wifi)	2524	€ 124,70	€ 314.742,80
MSAFBU-12HRFN8-QRD1GW	SM124AF4KIT	NEW (Wifi)	3246	€ 133,40	€ 433.016,40
MSAFBU-18HRFN8-QRD0GW	SM184AF4KIT	NEW (Wifi)	468	€ 225,50	€ 105.534,00

SALES CONDITIONS:

- **Shipping documents must show the PO No. CLI00036**
- **Currency:** Euro
- **Delivery terms:** FOB (O.R.C. in charge to the seller).
- **Payment:** LC at 60 days from B/L date.
- **Model's names:** please specify in all the shipping documents both factory models (as showed in the CE and ERP certificates) and Customer models.
- **Presentation documents:** 20 days;
- **Partial shipment:** allowed;
- **Transshipment:** allowed;
- **Documents required:**
 - o Commercial invoice original + 3 copies of original commercial invoice;
 - o Certificate of origin, verified by the competent authorities;
 - o Packing list 1 + 3 original copies of packing list;
 - o 3/3 full set + 2 N/N copies marine line bill of lading.
 - o RoHS declaration of compliances copy for all models;
 - o CE (Emc – Lvd) certificates in copy for all models;
 - o ERP report in copy for all models;
 - o Models declaration of correspondence in original;
- **Charges:** all bank chg./commission outside Italy, including reimbursement charges of reimbursement Bank if any, are on beneficiary's account

PART 3 – LOADING PLAN AND ETD

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

PART 4 – QUALITY AND WARRANTY

1. Warranty agreement

As per “Failure rate agreement” at following page 3.

2. Spare parts: the spare parts order will be sent you later.

Please send back us by fax this order with stamp and sign on.

Thank you and best regards.

The Buyer

PLANET CE S.r.l.

FAILURE RATE AGREEMENT

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

MIDEA ELECTRIC TRADING (SINGAPORE) CO PTE LTD

158 Cecil Street #07-01/02, Singapore 069545 (the "Seller")

And

Planet CE S.r.l.

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

And

M. & C. S.r.l.

Via Verdi, 51 – 40055 Villanova di Castenaso – Bo – Italy (the service Company for SEKOM brand)

This agreement is concerning Sekom split Air conditioner as described in **PO No. CL100036** dated 2023-11-29.

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 6% (six percent) for split type and 4% (four percent) for local air con 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)
