

**SELLER:** Ningbo Kadeer Electrical Appliances Co.,Ltd.  
East Industrial Zone, Shidong Village, Guanhaiwei, Cixi, Zhejiang, China

Date 2021-10-29

OBJECT: PO No **CLI00023**

#### PART 1 – TECHNICAL AGREEMENT

- **Agreed range:** repetitive models keep the same as before.
- **Approval:** all products must be in compliance with RoHS (2011/65/UE) and CE (LVD and EMC) Directives.
- **Brand Name:** SEKOM
- **Model's names and EAN CODE:** same as before.
- **Art works:** as agreed.

#### PART 2 – COMMERCIAL AGREEMENT.

a. **Quantities and amount:**

Brand	Item	Model	Q.ty	Fob	Amount
Sekom	YS-836BR	DCS7504K9E	2000	\$27,80	\$55.600,00
Sekom	FLS-120/ YS-815	DCS7565K9Ei	1110	\$37,80	\$41.958,00
Sekom	FT-TS45DR	DCS4035K9Et	730	\$43,50	\$31.755,00
			<b>3.840</b>	<b>\$129.313,00</b>	

b. **Sales conditions:**

- PLEASE SHOW IN ALLE THE DOCUMENTS THE PO No. CLI00023
- **Prices are:** in USD – Fob Ningbo (O.R.C. and local charges are in charge to the seller).
- **Payment:** LC at sight.
- **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 and transhipment:** allowed;
- **Documents required:**
  - 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.
  - RoHS declaration of compliances copy for all factory models included in the order;
  - CE (Emc – Lvd) certificates in copy for all all factory models included in the order;
  - Declaration of correspondence between factory models (as showed in the CE certificates) and customer models, in original;
  - Inspection certificate showing that goods have been inspected and passed with AQL minor than 2.0pct, issued by M. & C. Company, 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

For ETD, POD and LOADING details please ref to the attached Loading plan.

#### PART 4 – QUALITY AND WARRANTY

1. **Warranty agreement and spare parts**

- Spare parts: 1% FOC included in the above quotation
- Failure rate agreement: please ref to following page 2.

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

The Buyer  
**PLANET CE**

## **FAILURE RATE AGREEMENT**

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

**Ningbo Kadeer Electrical Appliances Co., Ltd.**

East Industrial Zone, Shidong Village, Guanhaiwei, Cixi, Zhejiang, China  
(the "Seller")

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.**

Via Cà dell'Orbo Nord 22, 40055 Villanova di Castenaso – Bo – Italy  
(the service Company for SEKOM brand)

This agreement is concerning Sekom Air Cooler as described in PO No. **CLI00023** dated 2022-10-29.

### **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 2% (two percent) for a single cause, which is the same type or description in the same part or component of the products, or 3% (three 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)