



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

East Industrial Zone, Shidong Village, Guanhaiwei, Cixi, Zhejiang, China

**BUYER: UNIEURO S.p.A.**

Via Piero Maroncelli 10, 47121, Forlì, Italy

Date 2021-10-25

**OBJECT: PO No 4501876167**

#### **PART 1 – TECHNICAL AGREEMENT**

- **Agreed range:** repetitive models keep the same as previous order.
- **Approval:** all products and accessories must be in compliance with following Directives:
  - RoHS (2011/65/UE)
  - CE (LVD and EMC Directives).
- **Brand Name:** ELECTROLINE
- **Model's names and EAN CODE:** please ref to the attached Agreed Range
- **Art works:** as agreed.

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

**a. Quantities and amount:**

Brand	Item	Model	Q.ty	Fob	Amount
			<b>9.930</b>		<b>\$330.149,00</b>
Electroline	YS-829	RFG4075K0M	2.940	\$23,70	\$69.678,00
Electroline	YS-836BR	RFE4075K9D	2.960	\$28,50	\$84.360,00
Electroline	FT-TS45DR	RFTE3540K9Di	4.030	\$43,70	\$176.111,00

**b. Sales conditions:**

- **PLEASE SHOW IN ALLE THE DOCUMENTS THE PO No. 4501876167**
- **Prices are:** in EUR – 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:** 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 factory models included in the order;
  - o CE (Emc – Lvd) certificates in copy for all factory models included in the order;
  - o Declaration of correspondence between factory models (as showed in the CE certificates) and customer models, in original;
  - o 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
- **O.R.C. cost:** if any in charge to the seller.



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### **PART 3 – LOADING PLAN AND ETD**

- **Shipment to be effected in:** 9\*40HQ
- **ETD:** **please ref to the attached Delivery plan.**
- **Port of destination:** Genova port in Italy

### **PART 4 – QUALITY AND WARRANTY**

#### **1. Warranty agreement**

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

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

Thank you and best regards.

The Buyer

**UNIEURO S.p.A.**



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## **FAILURE RATE AGREEMENT**

This agreement fix the maximum rate of faults, on ELECTROLINE air coolers, 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

**UNIEURO S.p.A.**

VIA SCHIAPARELLI 31, 47100 FORLÌ, ITALY (the "Buyer")

And

**M. & C. S.r.l.**

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

This agreement is concerning ELECTROLINE and GLUCK air coolers as described in PO No. 4501876167 dated 2021-10-25.

### **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 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.

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)

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**THE BUYER**

(stamp and sign)

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**M. & C. Company**

(stamp and sign)

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