



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 2023-10-17

OBJECT: PO No **4508185794**

PART 1 – TECHNICAL AGREEMENT

- **Agreed range:** Repetitive models keep the same as before.
- **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:** repetitive models keep the same as previous order.
- **Art works:** as agreed.

PART 2 – COMMERCIAL AGREEMENT.

a. Quantities and amount:

| Brand | Item | Model | Q.ty | Fob | Amount |
|-------------|-----------|--------------|--------------|---------|--------------------|
| | | | 2.060 | | \$83.141,60 |
| Electroline | FT-TS45DR | RFTE3540K9Di | 2.060 | \$40,36 | \$83.141,60 |

b. Sales conditions:

- PLEASE SHOW IN ALLE THE DOCUMENTS THE PO No. **4508185794**
- **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.
- **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 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
- **O.R.C. cost:** if any in charge to the seller.

PART 3 – LOADING PLAN AND ETD



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- **Shipment to be effected in:** 2*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.

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.



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

And

UNIEURO S.p.A.

VIA SCHIAPARELLI 31, 47100 FORLI', 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 air coolers as described in PO No. **4508185794** dated 2023-10-17.

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)

THE BUYER

(stamp and sign)

M. & C. Company

(stamp and sign)