

**TO: Hisense International (Hong Kong) Europe Investment Co., Limited**  
 RM 3101-05, Singa Commercial Centre No. 148 Connaught Road West Hong Kong

Date 2023-08-02

OBJECT: PO No. **CLI00033**

#### PART 1 – TECHNICAL AGREEMENT

- **Agreed range and specification:** repetitive models keep the same as previous order.
- **Approval:** all products and accessories must 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:** please ref to the attached Agreed Range
- **Art works:** as agreed.

#### PART 2 – COMMERCIAL AGREEMENT.

##### a. Quantities and amount:

Brand	Item	Customer Model	Q.TY	Fob Price	AMOUNT
Sekom	2AMW42U4RGC	EMS243H2	100	\$225,60	\$22.560,00
Sekom	AST-09UW4RYRCG04	IDS263HCGW	100	\$57,00	\$5.700,00
Sekom	AST-12UW4RMRCG00	IDS353HCGW	100	\$58,00	\$5.800,00
Sekom	AST-09UW4RYRCG04	MS263HCG	478	\$158,00	\$75.524,00
Sekom	AST-12UW4RMRCG00	MS353HCG	569	\$166,00	\$94.454,00
			<b>1.347</b>		<b>\$204.038,00</b>

##### A. SALES CONDITIONS:

- All shipping documents must show the PO Number.
- **Prices are:** in USD
- **Delivery terms:** FOB
- **Payment:** LC at 30 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:** 18 days.
- **Partial shipment and transshipment:** allowed.
- **Documents required:**
  - o Commercial invoice original + 3 copies of original commercial invoice.
  - o China origin certificate, verified by the competent authorities.
  - o Packing list 1 + 3 original copies of packing list.
  - o 3/3 full set + 2 N/N copies bill of lading marked freight collect.
  - o CE certificates copy and European energetic test copy – to be sent by email in advance.
  - o RoHS declaration of compliances copy for booth models.
  - o Declaration of correspondence between Factory models showed in the CE Certificates and Customer models, in original.
  - o **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

- **Loading and ETD:** please ref to the attached Loading plan.
- **POD:** please ref to the attached Loading plan.
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#### 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.

**PLANET CE S.r.l.**

## **FAILURE RATE AGREEMENT**

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

**Hisense International (Hong Kong) Europe Investment Co., Limited**

RM 3101-05, SINGGA COMMERCIAL CENTRE NO. 148 CONNAUGHT ROAD WEST HONG KONG (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 Electroline Inverter Air conditioner as described in **PO No. CLI00033 dated 2023/08/02**.

### **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 8% (eight 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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