

Planet CE S.r.l.  
Via Cà dell'Orbo Nord 22, 40055  
Villanova di Castenaso, Bologna, Italy

**TO: NINGBO DAHUA ELECTRIC APPLIANCE CO., LTD**  
Xiaodong Industrial Zone, 315408 Yuyao, Zhejiang, China

**2023-09-19**

**OBJECT: PO No. 044765**

#### **PART 1 – TECHNICAL AGREEMENT**

**Agreed range and specification:** repetitive models keep the same as previous order.

**Approvals:** all products must compliance with the following Directives:

- RoHS (2011/65/UE)
- CE (LVD – directive 2014/35/UE and EMC – directive 2014/30/UE including EN 60335-2-30+A11:2012).
- Directive 2010/30/EU and REGULATION (EU) No 665/2013 of 3 May 2013

The related certificates must be issued by recognized laboratory and it can't be older than 2 years.

#### **Customisation:**

- **Brand Name:** SMARTWAY.
- **Artworks:** as agreed

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

##### **A. Quantities and amount**

Brand	Item	Model	Q.ty	Fob	Amount
Smartway	SL585G	WD 60520	960	\$18,20	\$17.472,00
Smartway	SL595	WD 2206	960	\$36,50	\$35.040,00
			<b>1.920</b>		<b>\$52.512,00</b>

##### **B. SALES CONDITIONS:**

- **Prices are:** in USD – FOB Ningbo Port
- **Payment:** LC at 30 days from B/L date.
- **Model's names:** original model names, as described in the CE certificates, and Customer model's names must be showed in the documents.
- **Presentation documents:** 20 days;
- **Partial shipment and transshipment:** allowed;
- **Required Documents:**
  - o Please show in all documents the **PO No. 044765**
  - 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 Inspection certificate showing that goods have been inspected and passed with AQL minor than 2.5pct, issued by M. & C. Company.
- **Charges:** all bank chg./commission outside Italy, are on beneficiary's account.

#### **PART 3 – LOADING AND DELIVERY**

- Loading in 1x40HQ containers
- POD: La Spezia
- ETD: **on or before 10 December 2023**

#### **PART 4 – QUALITY AND WARRANTY**

1. **Warranty agreement:** see "Failure rate agreement" at following page 2.
- **Spare parts:** 0,50% spare parts FOC/SPARE UNITS acceptable.  
The spare parts order will be sent you later. Spare parts and Spare units must be loaded into the container marked in yellow colour in the attached Shipping plan.

Please send back us this order and the attachments with stamp and sign on, together with the PI

The Buyer

**PLANET CE S.R.L.**

**FAILURE RATE AGREEMENT**

This agreement fix the maximum rate of faults, on SMARTWAY Vacuum cleaners, as described in PO No. **PO No. 044765** dated **2023-09-19**, that will be allowed, during a period of guarantee. This agreement is between:

**NINGBO DAHUA ELECTRIC APPLIANCE CO., LTD**  
Xiaodong Industrial Zone, 315408 Yuyao, 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. (the service company for SMARTWAY brand)**  
Via Verdi, 51 – 40055 Villanova di Castenaso – Bo – Italy

**WARRANTY AND EPIDEMIC FAILURE**

If at any time during the period of **12** 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 **4%** (four per cent) 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. The Epidemic Failure shall be confirmed by mutual party, both party should test and agree the Epidemic Failure is surely existed.
- 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.

aa. 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**

**The BUYER**

**M. & C. Company**

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