

**TO: MIDEA ELECTRIC TRADING (SINGAPORE) CO.PTE.LTD.**  
158 Cecil Street #07-01/02, Singapore 069545

Date 2024-01-29

**OBJECT: PO No. SMMI224**

**PART 1 – TECHNICAL AGREEMENT**

- **Agreed range:** please ref to the attached “Datasheet”.
- **Approval and certificates:**
  - RoHS: above products must be RoHS Approved.
  - CE approval: products must in compliance with all EU directives.
- **Brand Name:** **Smartway**
- **Model's names and EAN CODE:** please ref to the attached Datasheet
- **Art works:** as agreed.

**PART 2 – COMMERCIAL AGREEMENT.**

**a. Quantities and amount:**

Brand	Item	OEM Model	Q.ty	Fob Eur	Amount
Smartway	WQP12-5235U	MLS12S	162	114,00 €	€ 18.468,00
Smartway	WQP12-7703G	MLS12BI	162	113,00 €	€ 18.306,00
Total goods			<b>324</b>		<b>€ 36.774,00</b>

**SALES CONDITIONS:**

- **Shipping documents must show the above PO No.SMMI224**
- **Currency:** Euro
- **Delivery terms:** FOB
- **POL:** Beijao
- **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:** 20 days;
- **Partial shipment:** allowed;
- **Transshipment:** 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 models.
  - CE (Emc – Lvd) certificates in copy for all models.
  - ERP report in copy for all models.
  - Models declaration of correspondence in original;
- **Charges:** all bank chg./commission outside Italy, including reimbursement charges of reimbursement Bank if any, are on beneficiary's account.

- **Shipment in:2x40'HQ**

### **PART 3 – LOADING PLAN AND ETD**

- **ETD** and **POD**: please ref to the attached Plan.

### **PART 4 – QUALITY AND WARRANTY**

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

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

#### **2. Spare parts: the spare parts order will be sent you later.**

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

**PLANET CE S.r.l**

### **Failure rate agreement**

This agreement fixes the maximum rate of faults, on Hyundai gas cooking, that will be allowed, during a period of guarantee. This agreement is between:

**MIDEA ELECTRIC TRADING (SINGAPORE) CO.PTE.LTD.**

158 Cecil Street #07-01/02, Singapore 069545 (the "Seller")

And

**Planet CE S.r.l.**

Via Cà dell'Orbo Nord 22, 40055 Villanova di Castenaso, Bologna, Italia (the "Buyer")

And

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

Via Cà dell'Orbo Nord 22, 40055 Villanova di Castenaso, Bologna, Italia (the service Company for Smartway brand) This agreement is concerning Smartway gas hobs as described in **PO No. SMMI224** dated 2024-01-29.

#### **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 5.0% (three comma five percent) for a single cause, which is the same type or description in the same part or component of the products, or 7.0% (seven 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)

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**THE BUYER**  
(stamp and sign)

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**M. & C. Company**  
(stamp and sign)

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