



**M. & C. S.r.l. Società di Consulenza Direzionale**  
Via Ca' dell' Orbo Nord, 22, 40055 Villanova di Castenaso (BO) - Italy  
Bologna - Italy  
Phone +39051780063  
C.F. e P.IVA 02233501200

**SELLER:** ZHEJIANG ROLY TECHNOLOGY CO., LTD.

No.366 Huaxia Road, Economic Development Zone, Yongkang, Zhejiang, China

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

Via Piero Maroncelli 10, 47121-Forlì, presso Palazzo Hercolani

Date 17/04/2025

**OBJECT: PO No. 4512453784\_4512453731**

**PART 1 – TECHNICAL AGREEMENT**

- **Agreed range and specification:** repetitive model keep the same as previous order.
- **Approval:** all products and accessories must be in compliance with 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).
- **Brand Name:** ELECTROLINE
- **Art works:** as agreed.

**PART 2 – COMMERCIAL AGREEMENT.**

**a. Quantities and amount:**

**PO No. 4512453784**

Brand	Item	EAN	Model No.	Price \$	Q.TY	Amount \$
ELECTROLINE	RL132-15L	8050999984395	BACE158	\$ 14,80	1.960	\$ 29.008,00

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<b>TOTAL</b>	<b>1.960</b>	<b>\$</b>	<b>29.008,00</b>
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<b>GRAND TOTAL</b>	<b>3.920</b>	<b>\$58.016,00</b>
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**b. Sales conditions:**

- Please show in all the CI and PL the order number
- **Prices are:** in USD – FOB NINGBO port;
- **Payment:** LC at sight.
- **Model's names for ELECTROLINE:** shipping documents must show both Customer and Factory models as showed in the certificates of compliance with EU Directives.
- **Presentation documents:** 20 days.
- **Partial shipment and Transhipment:** allowed.
- **Tolerance:** –2% / +2% in quantity and amount are acceptable.

**c. Documents required (for each port of destination):**

- 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.
- CE (EMC–LVD) certificates, in copy; RoHS declaration of conformity.
- 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.
- **O.R.C. cost:** if any in charge to the seller.



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### **PART 3 –SHIPMENTS**

- **Loading in:** 2\*40HQ
- **POD:** Genova
- **Date of Shipment (ETD):** please ref to the attached “Loading Plan”.

### **PART 4 – QUALITY AND WARRANTY**

1. **Warranty:** As per “Failure rate agreement” at following pages 2.
2. **Spare parts:** 0,5% FOC spare parts are acceptable.

Please send back us this order and warranty agreement with sign and stamp together with the PI.

Thank you and best regards.

**UNIEURO S.p.A.**



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#### **FAILURE RATE AGREEMENT**

This agreement fix the maximum failure that will be allowed during a period of guarantee rate on ELECTROLINE wet & dry drum vacuum cleaners and ash cleaners. This agreement is between:

#### **ZHEJIANG ROLY TECHNOLOGY CO., LTD.**

No.366 Huaxia Road, Economic Development Zone, Yongkang, Zhejiang, China (here following called "the seller")

AND

#### **UNIEURO S.p.A.**

Via Piero Maroncelli 10, 47121-Forlì, presso Palazzo Hercolani (here following called "the buyer")

AND

**M. & C. S.r.l.** (the service company for Electroline brand)

Via Ca' dell' Orbo Nord, 22, 40055 Villanova di Castenaso (BO)

#### **1) GUARANTEE AFTER SALE SERVICE**

It's established that the official after sale service for the appliances above mentioned, will be performed by M. & C. S.r.l. company, in accordance with the contract that they have signed with the Buyer. The after- sale service will collect all the product fault calls from the end users and / or from Buyer's Shops and/ or warehouses and will repair or replace the units that have a production defect, accordingly to the Italian warranty law. All the replacements and repairs will be recorded in a digital database, specifying the cause of defect and the consequent kind of repair done.

#### **2) DURATION OF THE WARRANTY AGREEMENT**

The duration of the guarantee period is established by the Italian law and foresee a period of 24 +2 months after the sale for each unit sold to the end user, while the total duration of this agreement, for the fault rate calculation period, will be of **12** months after the delivery of the units the Buyer as indicated in the B / L.

#### **3) FAULT RATE CALCULATION TYPES and DEFINITIONS**

3.a) The single cause of fault rate, which is the same type or description in the same part or component of the products, hereinafter collectively called 'Epidemic Failure' or 'Epidemic rate' (ER) that will occur to the above mentioned type of goods, specifically to the same factory model, it will be calculated as the percentage of the total repairs or replacements caused by production defects, that will be performed by the after-sale service defined at paragraph 1), at any time during the period of **12** months from each shipping date or purchase date of the end-user. They are expressly excluded all the repairs or faults due to transportation accidents, and / or incorrect use by the end users and / or the vendors.

3.b) The multiple cause of fault rate, hereinafter collectively called 'Service Call rate' (SCR) that will occur to the above mentioned type of goods, specifically to the same factory model, it will be calculated as the percentage of the total repairs or replacements caused by production defects, that will be performed by the after-sale service defined at paragraph 1), during the warranty period defined in the above paragraph 2). They are expressly excluded all the repairs or faults due to transportation accidents, and / or incorrect use by the end users and / or the vendors, in the event they will be done.

The check of the fault rate trend will be done at least every 6 - 9 months, starting from the date of the first sale of the above-mentioned goods.

#### **4) FAULT RATE LIMIT AND RESPONSABILITY.**

4.a) It is established that the Buyer will take own responsibility of the single cause fault rate (ER – epidemic failure) in the warranty period, calculated as explained in the paragraph 3), up to a limit of **3% (three per cent)**.

4.b) It is established that the Buyer will take own responsibility of the total fault rate (SCR- service call rate) in the warranty period, calculated as explained in the paragraph 3), up to a limit of **4% (four per cent)**.

4c) If a single cause of fault rate will exceed, the quantity of exceeding units that will be reimbursed by the Seller, will be deducted from the sum of the total fault rate calculation. All the replacements or repairs that will exceed the above limit, they will be part of the responsibility of the Seller starting from the date in which the above limit will overcome.

#### **5) REIMBOURSE OF FAULT RATE LIMIT OVERCOMING.**

In case the fault rate limits defined in paragraph 4) (regardless of whether ER or SCR) will overcome, the Buyer will collect in his warehouse the exceeding defective units, to place them at disposal of the Seller for a maximum period of 60 days. The Seller will have the right to check those units in the Buyer's warehouse, or to pick them up at his own expenses and costs.

In any case, within 90 days from the advice received from MC srl or PLANET CE , the Seller must reimburse the Buyer or, in case of Buyer's mandate, will reimburse MC srl or PLANET CE with a money refund solution or in equivalent units with **ELECTROLINE** brand.



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In case the reimbursement will be done in equivalent units, the units must be supplied **by sea** to the Buyer's **port** within 180 days.

In case the reimbursement will be done in money, the cost of each unit will be calculated **sea freight** to the buyer's **port**.

**The BUYER shall promptly inform the SELLER of the nature of the Epidemic Failure and repair failure once happened and shall provide as many technical details of the Epidemic Failure or repair failure as possible (Video,photos,package or video meeting if needed). The Epidemic Failure or repair failure shall be confirmed by mutual party, both parties should test and agree the Epidemic Failure or repair failure is surely existed.**

**The Buyer**

Stamp and sign

**The Seller**

Stamp and sign

**M. & C. Company**

Stamp and sign