



**M. & C. S.r.l. Società a Socio Unico**  
Via Cà dell'Orbo Nord 22, 40055 - Villanova di Castenaso  
Bologna, Italy  
Phone +39051780063  
C.F. e P.IVA 02233501200

SELLER:

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

158 CECIL STREET #07-01/02, SINGAPORE 069545.

BUYER:

**CONSUMER ELECTRONICS S.p.A**

P.zza G. Ferré 10, 20025 Legnano (MI), Italy

Date 2024-05-13

**PO No. 307ac**

1. **Agreed range and specification:** please ref to the attached datasheet.

2. **Approval and certificates**

- **RoHS and Reach:** above products must be RoHS Approved.
- **CE approval:** products must in compliance with all EU directives.
- **ERP;** products must be in compliance with ERP EU Regulation.

3. **Customisation**

- **Brand Name:** **DAYA**
- **Art-works:** as per our instruction.

4. **Quantities and amount:**

Brand	Item	OEM Model	Q.ty	Fob Eur	Amount
Daya	65M40M1	DMFI4GT70A	228	€ 67,20	€ 15.321,60
Total goods			228		€ 15.321,60

5. **Sales condition**

**All documents must show our PO No. as above.**

- **Delivery terms:** FOB **GENOVA** port in Italy.
- **Payment:** by LC at 30 days.
- **Bank's charges:** all bank charges and commission outside Italy are on beneficiary's account.
- **Presentation documents:** documents must be sent to the buyer within 18 days after the shipping date.

6. **Loading plan and required ETD**

- Shipment in: 1x40HQ
- **ETD: 25<sup>th</sup> June 2024**
- **POD: Genova**

7. **Required documents (one set for each port of delivery)**

- Commercial invoice original + 3 copies of original commercial invoice.
- China origin certificate, verified by the competent authorities.
- Packing list 1 + 3 original copies of packing list.
- 3/3 full set + 2 N/N copies bill of lading marked freight prepaid.
- CE certificates copy and European energetic test copy – to be sent by email in advance and no need to attach to the LC.
- RoHS declaration of compliances in copy.

8. **Spare parts, warranty and failure rate agreement**

- Spare parts: the spare order will be sent you later.
- Failure rate: please ref to the "Failure rate Agreement" at following page 2.

Thank you and best regards.

**Consumer S.p.A.**



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### **Failure rate agreement related to PO No. 91ac**

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

**MIDEA ELECTRIC TRADING (SINGAPORE) CO.PTE.LTD.**  
50 Reffles Place 38 05 Singapore Land Tower Singapore 048623 (**"The Seller"**)

And

**CONSUMER ELECTRONICS S.p.A**  
P.zza G. Ferré 10, 20025 Legnano (MI), Italy (**"The buyer"**)  
And

**M. & C. S.r.l. Società a Socio Unico**  
Via Cà dell'Orbo Nord 22, 40055 Villanova di Castenaso – Bo – Italy  
(**The service company for DAYA brand**)

This agreement concerning the products related to PO No. **307ac** dated 2024-05-13.

#### **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 point five per cent) for a single cause, which is the same type or description in the same part or component of the products, or **7,0%** (seven 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.
- 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. 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.

**For and on behalf of (sign and stamp):**

**The SELLER**

**The BUYER**

**The service Company**

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