



M. & C. S.r.l. Società di Consulenza Direzionale
Via G. Verdi, 51 – 40055 Villanova di Castenaso
Bologna - Italy
Phone +39051780063 – Fax +390516064044
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-Ferri, presso Palazzo Hercolani

Date, 05-January-2023

OBJECT: PO No **4505979417_4505979474**

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.		PO No.		Total
Item	Model	FOB	Q.ty	AMOUNT	Q.ty	AMOUNT	
WL092	BE20XR9	\$26,10	1.008	\$26.308,80	1.008	\$26.308,80	2.016
			1.008	\$26.308,80	1.008	\$26.308,80	2.016
							\$52.617,60

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 Transshipment:** 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.

PART 3 –SHIPMENTS

- **Loading in:** 2*40HQ
- **POD:** Genova
- **Latest date of Shipment:** 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.
The spare parts order will be sent you later.

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. 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 Verdi, 51 – 40055 Villanova di Castenaso – Bo – Italy

This agreement concerning ELECTROLINE wet & dry drum vacuum cleaners as showed in PO No. **4505979417_4505979474** dated 05-January-2023.

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 parties 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 Buyer
Stamp and sign

The Seller
Stamp and sign

M. & C. Company
Stamp and sign