

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

To: MIDEA SINGAPORE TRADING CO.PTE.LTD
 158 Cecil Street#07-01/02, Singapore 069545

Bologna 2025-07-10

REF.: **PO No. SMMIC125**

PART 1 – TECHNICAL AGREEMENT

1. **Agreed range/Technical specifications:** For the new items please ref the attached datasheet
2. **Approval:** all products and accessories must 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).
 - LFGB (82/711/EEC, 85/572/EEC and 97/48/EEC food contact test).
3. **Brand Name: SMARTWAY**
4. **Art works:** as agreed.

PART 2 – COMMERCIAL AGREEMENT.

a. Quantities and amount:

Brand	Item	EAN	Model No.	CNF Price €	Q.TY	Amount €
SMARTWAY	MM720CPW-PM0E00	8054341711950	WM720CPW	26,08 €	1.220	31.817,60 €
SMARTWAY	MG823AGN-P00E00	8059304465499	WM823AGN	40,05 €	156	6.247,80 €
SMARTWAY	MG720CPW-PM0E00	8059304468650	WMG720CPW	27,57 €	1.270	35.013,90 €

TOTAL	2.646	73.079,30 €
Marketing Support	-	3.516,80 €
NET GRAND TOTAL		69.562,50 €

a. Sales conditions:

- Please show in all the shipping documents the above PO No. **SMMIC125**
- Prices: in EURO – CNF La Spezia port in Italy
- Payment: LC at 30 days from B/L date.
- Model's names for Smartway brand: please specify in all the documents the factory models and also the customer's models.
- Presentation documents: 20 days;
- Partial shipment and Transshipment: allowed;
- The above quantities can be -2% / +2%
- 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.
 - Declaration of Identity and declaration of conformity in original.
- Charges: all bank chg./commission outside Italy, incl. Reimb. chgs of reimb. Bank if any, are on beneficiary's account.

PART 3 – LOADING PLAN AND ETD

- Loading: 2x40HQ
- POD: La Spezia port in Italy
- ETD: Ref the attached loading plan

PART 4 – WARRANTY

please see “faults rate agreement” at next page 2.

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

PLANET CE S.R.L.

Midea International Trading
Authorized person

FAULTS RATE AGREEMENT

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 months after the time of manufacture**

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 14 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 **5% (five 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 **HYUNDAI** brand.

In case the reimbursement will be done in equivalent units, the units must be supplied ddp to the Buyer's warehouse in Italy (Country) within 180 days.

In case the reimbursement will be done in money, the cost of each unit will be calculated DDP to the buyer's warehouse in Bologna.

PLANET CE S.r.l.
Stamp and sign

Midea Microwave Manuf.
Authorized person

M. & C. Company
Stamp and sign