

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

SELLER: **Ningbo Roadsan New Energy Technology Co.,Ltd**
No.238 Yunlin Middle Road, Wangchun Industrial Park, Haishu District, Ningbo City, Zhejiang Province, China
Additional Taric code C435

Bologna, 17/02/2025

OBJECT: **PO No. ROA252 (Smartway Brand)**

PART 1 – TECHNICAL AGREEMENT

1. AGREED RANGE AND SPECIFICATION:

Repetitive models keep the same as before.
For new items please ref to the attached datasheet.

2. APPROVAL AND CERTIFICATES:

2.1 Products must compliance the following Directives:

- EN 15194:2017 cycles electrically power assisted cycles – Epac bicycles
- EN 14764:2005 City and trekking bicycles-safety requirements and test method
- ISO 9633:2001: Cycle Chains-Characteristics and test methods
- ISO4210 for mechanical components.

EN 15194:2009 's certificate in copy (including ISO 4210, EN 14764, ISO 9633, EMC and ESA), showing factory model and specification as showed in the above table, are required.

2.2 Batteries and LED display must compliance the following Directives:

- RoHS (2002/95/CE)
- MSDS: Material Safety Data Sheet (only for the battery)

3. CUSTOMISATION DETAILS

- Brand Name: **SMARTWAY**
- Artworks: as per our instructions
- User manual and service manual: in Italian language as per our instructions
- Frame number: frame serial number must be put on the carton box and new "warranty book" which will substitute the current warranty card.
- Carton box: **New Carton with "window" and 3 closing strip like agree**

PART 2 – COMMERCIAL AGREEMENT

QUANTITIES AND AMOUNT:

Brand	Item	EAN	Model No.	Price \$	Q.TY	Amount \$
SMARTWAY	R10	8054341710373	K1R548ALT	\$ 435,00	25	\$ 10.875,00
SMARTWAY	LSF018(M1-D)	8054341710434	M1XR4SCA	\$ 276,50	569	\$ 157.328,50
SMARTWAY	LSF018-48V	8054341710380	M1XR548SLT	\$ 281,00	200	\$ 56.200,00
SMARTWAY	F5	8054341710359	M5R5SCK	\$ 241,00	564	\$ 135.924,00
SMARTWAY	C13	8054341710366	M6R548ALT	\$ 345,00	75	\$ 25.875,00

TOTAL **1.433 \$ 386.202,50**

- **Documents required:**

- **Commercial invoice 5 original indicating TARIC code C435 and showing Anti- Dumping declaration original stamp and signed.**
- 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.
- EN 15194:2017, EN 14764:2005, ISO 9633:2001, EMC and ESA certificates in copy, for both models.
- ISO4210 certificate for mechanical components, in copy.
- RoHS (2002/95/CE) declaration of conformity for LED display and Batteries, in copy.
- MSDS for battery, in copy.
- Inspection report issued by M&C Company showing that goods have been passed with AQL 1.5% major and 3% minor, in original

PART 3 – LOADING AND ETD

- Delivery terms: FOB.
- Please ref to the attached Loading Plan.

PART 4 – TERMS OF PAYMENT

- Payment: **15% deposit in advance + 85% by TT against the BL copy**

PART 5 – WARRANTY AGREEMENT AND SPARE PARTS

1. **Warranty agreement:** See Failure rate agreement” at following page 3.
2. **Spare parts /spare gift boxes:** 1% FOC spare parts.

Please send back the scanned version of this order with stamp and sign on.

Thank you and best regards

The Buyer
PLANET CE S.r.l.

FAILURE 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 +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 36 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 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 **2% (two 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 **9% (nine 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 **SMARTWAY** 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.

The SELLER

Name: _____

The BUYER For

Name: _____

M. & C. Company

Name: _____