



M. & C. S.r.l. Società di Consulenza Direzionale – Società a Socio Unico
Via Cà Dell'Orbo Nord 22, 40055 Villanova di Castenaso, Bologna - Italy
Phone +39051780063 – Fax +390516064044
C.F. e P.IVA 02233501200

SELLER: **DA PAN Electric Appliance Ind. Co. Ltd.**
NO.18 XINHUI ROAD, DALIANG STREET, SHUNDE, FOSHAN, GUANGDONG, CHINA

BUYER: **UNIEURO S.p.A.**
Via Piero Maroncelli 10, 47121-Forlì- Italy

Date 2025-02-19

OBJECT: PO No. 4512053921

PART 1 – TECHNICAL AGREEMENT

1. **Agreed range:** repetitive models keep the same as before.
2. **Approval and certificates:** all products must be RoHS, CE (EMC-LVD) , EU Regulation 2019/2019EU and EU Regulation 2019/2016 approved.
3. **Brand Name:** ELECTROLINE
4. **Art works:** as agreed.

Brand	Item	EAN	Model No.	Price \$	Q.TY	Amount \$
ELECTROLINE	JC-56WD	8050999987211	EWC18D1	\$ 139,60	140	\$ 19.544,00
ELECTROLINE	JC-58	8050999987228	EWC20S1	\$ 94,55	261	\$ 24.677,55

TOTAL

401 \$ 44.221,55

PART 2 – COMMERCIAL AGREEMENT.

A. **Quantities and amount:**

SALES CONDITIONS:

- Please show in all documents our PO's No. as above.
- Prices are in USD.
- Delivery terms: FOB Nansha.
- Payment: by 100% against the BL copy
- Bank's charges: all bank chg./commission outside Italy are on beneficiary's account.
- Shipment date and Loading plan: as indicated in the "Attached 2_shipping plan".
- Presentation documents: 18 days.
- Partial shipment and transhipment: allowed.
- Quantities and amount can be -0.5% / +0.5%

B. **Required documents**

- 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 for all models.
- RoHS declaration of compliances copy for booth models.

PART 3 – LOADING PLAN AND ETD

- **Shipment in:** 1x40'HQ
- **POD:** Genova
- **ETD:** please ref to the attached Loading Plan.

PART 4 – QUALITY AND WARRANTY

1. **Warranty agreement**

Please ref to the "Failure rate agreement" at following page 2.

2. **Spare parts: 2,0% spare parts FOC or SPARE UNITS are acceptable.**

The spare parts order will be sent you later.

The Buyer

UNIEURO S.p.A.



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FAILURE RATE AGREEMENT

This agreement fix the maximum rate of faults on ELECTROLINE wine coolers, that will be allowed, during a period of guarantee.
This agreement is between:

Da Pan Electric Appliance Ind. Co. Ltd.

NO.18 XINHUI ROAD, DALIANG STREET, SHUNDE, FOSHAN, GUANGDONG, CHINA (the seller)

and

UNIEURO S.p.A.

Via Piero Maroncelli 10, 47121-Forlì- Italy (the Buyer)

and

M. & C. S.r.l. Società a Socio Unico

(the service company for Electroline brand)

Via Cà Dell'Orbo Nord 22, 40055 Villanova di Castenaso, Bo , Italy

This agreement concerning the products described in Buyer's PO No 4512053921 dated 2025-02-19.

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 **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 **6,50 %** (six point five per cent).

4c) If a single cause of fault rate will exceed, the quantity of exceeding units that will be reimbursed by the



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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.

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

Title: _____

The BUYER

Title: _____

M.&C. Company

Title: _____