



**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:** **MIDEA ELECTRIC TRADING (SINGAPORE) CO PTE LTD**  
158 Cecil Street #07-01/02, Singapore 069545

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

Date 2023-11-23

OBJECT: **PO No. 4508558925**

### PART 1 – TECHNICAL AGREEMENT

- **Agreed range and specification:** repetitive models keep the same as before, for new models please ref to the attached “Datasheet”.
- **Approval:** all products and accessories must be in compliance with following Directives:
  - RoHS (2011/65/UE)
  - CE (LVD and EMC Directives).
  - ERP REGULATION (EU) No 206/2012
- **Brand Name:** ELECTROLINE
- **Model's names and EAN CODE:** for new items please ref to the attached Agreed Range
- **Art works:** as agreed.

### PART 2 – COMMERCIAL AGREEMENT.

#### a. Quantities and amount:

Item	Model	Remarks	Q.ty	Fob Price	Amount
			<b>24.944</b>		<b>€ 3.463.376,40</b>
MSABBU-09HRFN8-QRD6GW	MDCE093AB4KIT		1.150	€ 178,37	€ 205.125,50
MSABBU-12HRFN8-QRD6GW	MDCE123AB4KIT		1.610	€ 188,37	€ 303.275,70
MSAFBU-09HRFN8-QRD1GW	MDCE094AF7	<b>NEW</b>	9.984	€ 128,05	€ 1.278.451,20
MSAFBU-12HRFN8-QRD1GW	MDCE124AF7	<b>NEW</b>	12.200	€ 137,42	€ 1.676.524,00

#### A. SALES CONDITIONS:

- PLEASE SHOW IN ALLE THE DOCUMENTS THE **PO No. 4508558925**
- **Prices are:** in EURO – FOB
- **Payment:** LC at 60 days from B/L date.
- **Model's names:** please specify in all the shipping documents both factory models (as showed in the CE and ERP certificates) and Customer models.
- **Presentation documents:** 18 days;
- **Partial shipment and transhipment:** allowed;
- **Documents required:**
  - o Commercial invoice original + 3 copies of original commercial invoice;
  - o Certificate of origin, verified by the competent authorities;
  - o Packing list 1 + 3 original copies of packing list;
  - o 3/3 full set + 2 N/N copies marine line bill of lading.
  - o RoHS declaration of compliances copy for all models;
  - o CE (Emc – Lvd) certificates in copy for all models;
  - o ERP report in copy for all models;
  - o Declaration of models correspondence in original;



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- **Charges:** all bank chg./commission outside Italy, including reimbursement charges of reimbursement Bank if any, are on beneficiary's account
- **O.R.C. cost:** if any in charge to the seller.

### **PART 3 – LOADING PLAN AND ETD**

- **Shipment in:** 84\*40HQ
- **ETD:** Please ref to the attached Delivery plan.
- **Port of destination:** please ref to the attached Delivery plan

### **PART 4 – QUALITY AND WARRANTY**

#### **1. Warranty agreement**

As per "Failure rate agreement" at following page 3.

Please send back us by fax this order with stamp and sign on.

Thank you and best regards.

The Buyer  
**UNIEURO S.p.A.**



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## **FAILURE RATE AGREEMENT**

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

**MIDEA ELECTRIC TRADING (SINGAPORE) CO PTE LTD**  
158 Cecil Street #07-01/02, Singapore 069545 (the “Seller”)

And

**UNIEURO S.p.A.**  
VIA SCHIAPARELLI 31, 47100 FORLI', ITALY (the “Buyer”)

And

**M. & C. S.r.l.**  
Via Verdi, 51 – 40055 Villanova di Castenaso – Bo – Italy (the service Company for ELECTROLINE brand)

This agreement is concerning Electroline Inverter Air conditioner as described in **PO No. 4508558925 dated 2023-11-23**

### **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 3% (three percent) for a single cause, which is the same type or description in the same part or component of the products, or 6% (six percent) 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 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.

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.

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 SELLER**  
(stamp and sign)

**THE BUYER**  
(stamp and sign)

**M. & C. Company**  
(stamp and sign)