

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

Bologna 2023-03-01

REF.: **PO No. 10654M– Microwave ovens.**

#### PART 1 – TECHNICAL AGREEMENT

1. **Agreed range/Technical specifications:** same as previous order for the repetitive items, for the new item please ref to 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	Model	EAN code	Remark	Q.ty	Fob	Amount
Smartway	MG720CY6-P00E	WM 720MG			490	€ 34,28	€ 16.797,20
Smartway	AG820CGO	WM 820ENG			368	€ 37,64	€ 13.851,52
Smartway	MG823AGN-P00E00	WM 823AGN	8059304465499	New	346	€ 40,81	€ 14.120,26
					<b>1.208</b>		<b>€ 44.768,98</b>

##### b. Sales conditions:

- Please show in all the shipping documents the PO Number.
- Prices terms: in EURO – CIF Italy
- Payment: LC 30 DAYS.
- Model's names for SMARTWAY brand: please specify in all the documents both Factory and Customer 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: 1\*40HQ
- POD: La Spezia or Venezia.
- ETD: On or before 20<sup>th</sup> April 2023

#### 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

This agreement fixes the maximum rate of faults, on SMARTWAY microwave ovens, that will be allowed, during a period of guarantee.  
This agreement is between:

### MIDEA SINGAPORE TRADING CO.PTE.LTD

158 Cecil Street #07-01/02, Singapore 069545  
(following called "the seller")

AND

### PLANET CE S.R.L.

Via Cà Dell'Orbo Nord 22, 40055 Villanova di Castenaso, Bologna, Italy  
(following called "the buyer")

AND

### M. & C. S.r.l. Società a Socio Unico

(the service company for SMARTWAY brand)  
Via Cà Dell'Orbo Nord 22, 40055 Villanova di Castenaso, Bologna, Italy

This agreement concerning SMARTWAY microwave ovens showed in PO No. 10654M dated 2023-03-01.

#### 1) GUARANTEE AFTER SALE SERVICE.

Is established that the official after sale service for the appliances above mentioned, will be made by the M. & C. S.r.l. company, in accordance with a contract that they have drawn up with PLANET CE.

The after-sale service will collect all the trouble calls from the end users and/or from Expert's shops and will repair or replace the units that have a production defect, in accordance with the European law of guarantee. All the replacements and the repairs will be recorded in a digital database, specifying the cause of trouble and the kind of done repair.

#### 2) DURATION OF THE GUARANTEE.

The duration of the European guarantee is established in 24 months after selling to the end user.

The supplier agrees guarantee the above products for 12 months after the delivery date from the supplier to the buyer, as indicated in the B/L.

#### 3) FAULT RATE CALCULATION.

The total fault rate concerned in this agreement, that will occur to the above-mentioned microwave ovens, will be calculated as the percent of the total repairs or replacements for production defects, that will be done from the after-sale service defined at paragraph 1), during the period of guarantee defined in the above paragraph 2). Are expressly excluded all the repairs or faults due to transport 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 goods.

#### FAULT RATE LIMIT AND RESPONSIBILITY.

Is established that PLANET CE S.r.l. will take own responsibility of the fault rate in the guarantee period, calculated as explained in the paragraph 3), up to a limit of **5,0% (Five percent) for Epidemic defectiveness ("Epidemic defectiveness" during warranty period will be defined as the identical failure in any component which reached more than 5% in the same lot of the same model of product)" and 6% for total fault rate.**

All the replacements or repairs that will exceed the above limits, will be in the responsibility of the **"the seller"**, starting from the date in which the above limit will be overcome.

#### 4) REIMBOURSE OF FAULT RATE LIMIT OVERCOMING.

In case of overcoming of the fault rate limit defined in paragraph 4), the M. & C. Srl company 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 M. & C. Srl warehouse, or to pick up them at his own expenses.

In any case, within 90 days from the advice received from M. & C. Company, **"the seller"** must reimburse PLANET CE S.p.A. or, in case of PLANET's mandate, will reimburse M. & C. Srl, in money or in equivalent units with SMARTWAY brand.

In case the reimbursement will be done in equivalent units, the units must be supplied ddp M. & C. warehouse in Bologna – Italy.

In case the reimbursement will be done in money, the cost of each unit will be calculated **on the FOB price as indicated in the PI**. The percentage of the transport cost will be calculated in base to the cost of Expert Italy as indicated in the forwarder invoices.

PLANET CE S.r.l.  
Stamp and sign

Midea Microwave Manuf.  
Authorized person

M. & C. Company  
Stamp and sign