

**Planet CE S.r.l.**

Via Cà dell'Orbo Nord 22, 40055  
Villanova di Castenaso, Bologna, Italy

**SELLER: TO:** Ningbo Fuda Intelligent technology Co., Ltd  
No. ZHENHUA ROAD, SIMEN TOWN, YUYAO CITY, ZHEJIANG, CHINA

**Date** 2025-04-07

**OBJECT: PO No. 024884765\_SFUD125**
**PART 1 – TECHNICAL AGREEMENT**

1. **Agreed range and specification:** repetitive models keep the same as before.
2. **Certificates:** all products must compliance the following EU Directives:
  - RoHS (2011/65/UE)
  - CE (LVD AND EMC latest Directives).
Relative certificates issued by recognized Laboratory are required.
3. **CUSTOMISATION DETAILS**
  - **Brand Name:** SMARTWAY
  - **Art-works:** as per our instructions.
  - **Model's names/Ean codes:** please ref to the attached Agreed range.

**PART 2 – COMMERCIAL AGREEMENT.**

- a. Quantities and amount:

**PO No. 024884765**

| Brand    | Item           | EAN           | Model No. | Price \$ | Q.TY | Amount \$    |
|----------|----------------|---------------|-----------|----------|------|--------------|
| Smartway | FDD10-5110R5-1 | 8054341711134 | WDY510    | \$ 46,00 | 900  | \$ 41.400,00 |
| Smartway | FDD12-5110R5-1 | 8054341711141 | WDY512    | \$ 48,00 | 372  | \$ 17.856,00 |
| Smartway | FDD20-5259BR5  | 8054341711158 | WDY520    | \$ 67,00 | 200  | \$ 13.400,00 |
| Smartway | FDD30-5190BR5  | 8054341711165 | WDY530    | \$ 89,50 | 100  | \$ 8.950,00  |

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TOTAL 1.572 \$ 81.606,00

**PO No. SFUD125**

| Brand    | Item           | EAN           | Model No. | Price \$ | Q.TY | Amount \$    |
|----------|----------------|---------------|-----------|----------|------|--------------|
| Smartway | FDD10-5110R5-1 | 8054341711134 | WDY510    | \$ 46,00 | 500  | \$ 23.000,00 |
| Smartway | FDD12-5110R5-1 | 8054341711141 | WDY512    | \$ 48,00 | 870  | \$ 41.760,00 |
| Smartway | FDD20-5259BR5  | 8054341711158 | WDY520    | \$ 67,00 | 820  | \$ 54.940,00 |
| Smartway | FDD30-5190BR5  | 8054341711165 | WDY530    | \$ 89,50 | 400  | \$ 35.800,00 |

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TOTAL 2.590 \$ 155.500,00

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TOTAL PO AMOUNT 4.162 \$ 237.106,00

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**b. Sales conditions:**

- **Shipping documents must show the PO No.**
- **Prices are:** in USD – FOB **NINGBO** port;
- **Payment:** LC at 30 days;
- **Model's names for SMARTWAY:** all shipping documents must show Customer models and Factorymodels as indicated in the certificates related to the regulation as above point 2.
- **Presentation documents:** 20 days.
- **Partial shipment and Transhipment:** allowed.
- **Tolerance:** -2% / +2% in quantity and amount is acceptable.

**c. Required documents:**

- 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 in original.
- Declaration of Conformity in original (see attached draft).
- Inspection certificate showing that goods have been inspected and passed with AQL minor than 3.0pct, issued by M. & C. Company
- **Charges:** all bank chg./commission outside Italy, incl. Reimb. chgs of reimb. Bank if any, are on beneficiary's account.
- **O.R.C. cost:** if any in charge to the seller

**PART 3 – SHIPMENT**

- **Shipment:** 3\*40HQ
- **Latest date of Shipment:** please ref to the attached plan.
- **POD:** La Spezia, Italy

**PART 4 – QUALITY AND WARRANTY**

1. **Warranty:** As per "Failure rate agreement" at following pages 3.

2. **Spare parts:** 0,5% spare parts FOC or SPARE UNITS are acceptable .

The spare parts order will be sent you later.

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

Thank you and best regards.

The Buyer  
**PLANET CE S.r.l.**

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## **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 **1% (one 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 **2,5% (two 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 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) REIMBURSE 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.

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**THE SELLER**  
(stamp and sign)

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**THE BUYER**  
(stamp and sign)

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