



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

SELLER:

**FOSHAN SHUNDE MIDEA WASHING APPLIANCES MFG CO.,LTD**

No.19, GangQian RD., BeiJiao, ShunDe, Foshan,GD P.R.C

BUYER:

**UNIEURO S.p.A.**

Via Schiaparelli 31, 47100 Forlì, Italy

Date 2024-02-16

OBJECT: **PO No. 4509287949**

### PART 1 – TECHNICAL AGREEMENT

- **Agreed range:** repetitive keep the same as before, for the new models please ref to the attached Datasheet.
- **Approval and certificates:**
  - RoHS: above products must be RoHS Approved.
  - CE approval: products must in compliance with all EU directives.
- **Brand Name:** **ELECTROLINE**
- **Model's names and EAN CODE:** please ref to the attached Datasheet
- **Art works:** as agreed.

### PART 2 – COMMERCIAL AGREEMENT.

#### a. Quantities and amount:

Brand	Item	OEM Model	EAN	Q.ty	Fob Eur	Amount
Electroline	WQP12-U7713D	DWEM14BI3B1		180	€ 190,00	€ 34.200,00
Electroline	WQP12-U7635S	DWEM14L3W		500	€ 179,00	€ 89.500,00
Electroline	WQP12-7713Q	DWEM13BI2S		1552	€ 112,00	€ 173.824,00
Electroline	WQP12-7637	DWEM13L2S		268	€ 122,00	€ 32.696,00
Electroline	WQP12-7637	DWEM13L2W		389	€ 114,00	€ 44.346,00
Electroline	WQP8-7714Q	ELNDWEM10BI2E	8050999986191	512	€ 121,00	€ 61.952,00
Electroline	WQP12-7713Q	ELNDWEM14BI2D	8050999986184	500	€ 122,00	€ 61.000,00
Total goods				3.901		€ 497.518,00

#### SALES CONDITIONS:

- **Shipping documents must show the PO No.**
- **Currency:** Euro
- **Delivery terms:** FOB (O.R.C. in charge to the seller).
- **POL:** Beijiao
- **Payment:** LC at 30 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:** 20 days.
- **Partial shipment:** allowed.
- **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 Models declaration of correspondence in original;
- **Charges:** all bank chg./commission outside Italy, including reimbursement charges of reimbursement Bank if any, are on beneficiary's account



### **PART 3 – LOADING PLAN AND ETD**

- **Shipment in:**  
21x40 HQ to Genova  
2x40 HQ to Catania
- **ETD:** please ref to the attached Delivery plan.
- **POD:** Genova and Catania

### **PART 4 – QUALITY AND WARRANTY**

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

As per “Failure rate agreement” at following page 3.

#### **2. Spare parts:** the spare parts order will be sent you later.

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 dishwashers, that will be allowed, during a period of guarantee.

This agreement is between:

**FOSHAN SHUNDE MIDEA WASHING APPLIANCES MFG CO.,LTD**

No.19, GangQian RD., BeiJiao, ShunDe, Foshan,GD P.R.C (the "Seller")

And

**UNIEURO S.p.A.**

Via Schiaparelli 31, 47100 Forlì, Italy (the "Buyer")

And

**M. & C. S.r.l.**

Via Cà dell'Orbo Nord 22, 40055 Villanova di Castenaso, Bo, Italy (the service Company for ELECTROLINE brand)

This agreement is concerning Electroline dishwashers as described in **PO No 4509287949** dated 2024-02-16.

### **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 3.5% (three comma five percent) for a single cause, which is the same type or description in the same part or component of the products, or 7% (seven 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.

ii 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.

iii 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 find some units with damages caused during the container loading in the factory, the buyer must take a photo 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)

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**THE BUYER**

(stamp and sign)

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**M. & C. Company**

(stamp and sign)

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