



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: Hisense International (Hong Kong) Europe Investment Co., Limited
RM 3101-05, Singga Commercial Centre No. 148 Connaught Road West Hong Kong

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

Date 2022-11-07

OBJECT: PO No. **4505283561**

PART 1 – TECHNICAL AGREEMENT

- **Agreed range and specification:** 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:** please ref to the attached Agreed Range
- **Art works:** as agreed.

PART 2 – COMMERCIAL AGREEMENT.

a. Quantities and amount:

Item	Model	Remarks	Q.ty	Price	Quota	Total per unit	Amount
AST-09UW4RMR00	HME092KA3		1.584	\$197,00	\$3,65	\$200,65	\$317.829,60
AST-12UW4RXR00	HME122KA3		1.840	\$215,00	\$3,89	\$218,89	\$402.757,60
AMW2-14U4RGC	EDHE43D2	New	3.150	\$215,60	\$4,62	\$220,22	\$693.693,00
AMW2-18U4RXC	EDHE53D2	New	540	\$232,75	\$5,10	\$237,85	\$128.439,00
AMW3-18U4RJA	ETHE50D3		300	\$314,58	\$6,56	\$321,14	\$96.342,00
AST-09UW4RYRKA04	IUD263HKAW	New	4.290	\$55,00	\$0,00	\$55,00	\$235.950,00
AST-12UW4RMRKA00	IUD353HKAW	New	3.990	\$56,00	\$0,00	\$56,00	\$223.440,00
AST-09UW4RYRKA04	HME263HKA	New	7.744	\$146,00	\$2,33	\$148,33	\$1.148.667,52
AST-12UW4RMRKA00	HME353HKA	New	7.920	\$154,00	\$3,21	\$157,21	\$1.245.103,20
AST-18UW4RXSKA01F	HME503HKA	New	1.248	\$260,00	\$5,69	\$265,69	\$331.581,12
32.606							\$4.823.803,04
Freight cost							\$362.700,00
Total amount							\$5.186.503,04

A. SALES CONDITIONS:

- All shipping documents must show the PO Number.
- **Prices are:** in USD
- **Delivery terms:** CNF Genova port in Italy
- **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:** 18 days;
- **Partial shipment and transhipment:** allowed;
- **Documents required:**
 - 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**.



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- CE certificates copy and European energetic test copy – to be sent by email in advance and no need to attach to the LC.
- RoHS declaration of compliances copy for booth models.
- Declaration of correspondence between Factory models showed in the CE Certificates and Customer models, 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:** 93*40HQ
- **Delivery:** freight prepaid at USD3.900/HQ
- **ETD:** **please ref to the attached Delivery plan.**
- **Port of destination:** Genova port in Italy

PART 4 – QUALITY AND WARRANTY

1. Warranty agreement

Spare parts: 1% FOC

Maximum admitted Failure rate: as per 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:

Hisense International (Hong Kong) Europe Investment Co., Limited

RM 3101-05, SINGGA COMMERCIAL CENTRE NO. 148 CONNAUGHT ROAD WEST HONG KONG (the "Seller")

And

UNIEURO S.p.A.

VIA SCHIAPARELLI 31, 47100 FORLI', ITALY (the "Buyer")

And

M. & C. S.r.l. Società a Socio Unico

Via Cà Dell'Orbo Nord, 22 – 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. 4505283561 dated 2022/11/07.**

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 **8%** (eight 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 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)