

Planet CE S.r.l.
Via Cà dell'Orbo Sud 12, 40055
Villanova di Castenaso, Bologna, Italy

SELLER: **Ningbo Roadsan New Energy Technology Co.,Ltd**
No.238 Yunlin Middle Road, Wangchun Industrial Park, Haishu District, Ningbo City, Zhejiang Province, China
Additional Taric code C435

Bologna, 08 November 2022

OBJECT: **PO No. ROA231 (Smartway)**
PO No. 4505313459R (Teklio)

PART 1 – TECHNICAL AGREEMENT

1. AGREED RANGE AND SPECIFICATION:

Repetitive models keep the same as before.
For new items please ref to the attached datasheet.

2. APPROVAL AND CERTIFICATES:

2.1 Products must compliance the following Directives:

- EN 15194:2017 cycles electrically power assisted cycles – Epac bicycles
- EN 14764:2005 City and trekking bicycles-safety requirements and test method
- ISO 9633:2001: Cycle Chains-Characteristics and test methods
- ISO4210 for mechanical components.

EN 15194:2009 's certificate in copy (including ISO 4210, EN 14764, ISO 9633, EMC and ESA), showing factory model and specification as showed in the above table, are required.

2.2 Batteries and LED display must compliance the following Directives:

- RoHS (2002/95/CE)
- MSDS: Material Safety Data Sheet (only for the battery)

3. CUSTOMISATION DETAILS

- Brand Name:
 - PO No. **ROA231 (SMARTWAY)**
 - PO No. **4505313459R (TEKLIQ)**
- Artworks: as per our instructions
- User manual and service manual: in Italian language as per our instructions
- Frame number: frame serial number must be put on the carton box and new "warranty book" which will substitute the current warranty card.
- Carton box: brown carton box with marks, brand, and description as per our instructions.

PART 2 – COMMERCIAL AGREEMENT

QUANTITIES AND AMOUNT:

PO No. ROA231

Brand	Item	Model	FOB price	Q.ty	AMOUNT
Smartway	LSF026	F4R3SCK	\$ 345,00	700	\$ 241.500,00
Smartway	LSF018(M1-D)	M1XR2SCK	\$ 383,50	463	\$ 177.560,50
Smartway	LSF018(M1-D)	M1XR2SCG	\$ 383,50	120	\$ 46.020,00
Smartway	LSF018(M1-H)	M1TR3SCB	\$ 430,00	354	\$ 152.220,00
Smartway	LSF024-L(M4-A)	M4R3ALW	\$ 442,00	444	\$ 196.248,00
Smartway	LSF024-L(M4-B)	M4TR3ALT	\$ 453,50	441	\$ 199.993,50
Smartway	LSC009	C5R1ACW	\$ 443,50	252	\$ 111.762,00
	Total			2.774	\$ 1.125.304,00

PO No. 4505313459R

Brand	Item	Model	FOB price	Q.ty	AMOUNT
Teklio	LSF018(M1-D)	TF1R2SCK	\$ 383,50	1.475	\$ 565.662,50
Teklio	LSF018(M1-D)	TF1R2SCG	\$ 383,50	472	\$ 181.012,00
Teklio	LSF018(M1-G)	TF2R2SLG	\$ 461,50	300	\$ 138.450,00
Teklio	LSF024-L(M4-C)	TF3R3ALT	\$ 429,00	1.062	\$ 455.598,00
	Total			3.309	\$ 1.340.722,50

- Documents required:

- **Commercial invoice 5 original indicating TARIC code C435 and showing Anti- Dumping declaration original stamp and signed.**
- 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.
- EN 15194:2017, EN 14764:2005, ISO 9633:2001, EMC and ESA certificates in copy, for both models.
- ISO4210 certificate for mechanical components, in copy.
- RoHS (2002/95/CE) declaration of conformity for LED display and Batteries, in copy.
- MSDS for battery, in copy.
- Inspection report issued by M&C Company showing that goods have been passed with AQL 1.5% major and 3% minor, in original

PART 3 – LOADING AND ETD

- Please ref to the attached Loading Plan.

PART 4 – TERMS OF PAYMENT

- Payment: 15% deposit in advance + 85% by TT against the BL copy

PART 5 – WARRANTY AGREEMENT AND SPARE PARTS

1. **Warranty agreement:** See Failure rate agreement" at following page 3.
2. **Spare parts /spare gift boxes:** 1% FOC spare parts.

Please send back the scanned version of this order with stamp and sign on.

Thank you and best regards

The Buyer
PLANET CE S.r.l.

FAILURE RATE AGREEMENT

This agreement fixes the maximum failure rate on the electrical bikes that will be allowed, during a period of guarantee. This agreement is between:

Ningbo Roadsan New Energy Technology Co.,Ltd

No.238 Yunlin Middle Road, Wangchun Industrial Park, Haishu District ,Ningbo City, Zhejiang Province, China
(The Seller)

And

Planet CE S.r.l.

Via Cà dell'Orbo Nord 22, 40055 Villanova di Castenaso, Bologna, Italy
(the Buyer)

And

M. & C. S.r.l. Società a Socio Unico

Via Cà dell'Orbo Nord 22, 40055 Villanova di Castenaso, Bologna, Italy (the service company of the Buyer)

This agreement concerning the electrical bikes as described in Buyer's PO No. ROA 231 and No. 4505313459R dated 08 November 2022.

WARRANTY AND EPIDEMIC FAILURE

If at any time during the period of 14 months from the shipping date the failure rate of the Products exceeds either 4% (four per cent) for a single cause, which is the same type or description in the same part or component of the products, or 7% (seven per cent) 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 conducted 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. 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.

aa. 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**The BUYER For****M. & C. Company**

Name: _____

Name: _____

Name: _____