



M. & C. S.r.l. Società di Consulenza Direzionale
Via Ca' dell' Orbo Nord, 22, 40055 Villanova di Castenaso (BO) - Italy
Phone +39051780063
C.F. e P.IVA 02233501200

SELLER: WINTIME IMPORT & EXPORT CORPORATION LIMITED OF ZHONGSHAN
No. 23, Nan'An RD, Shiqi, Zhongshan, CHina

BUYER: UNIEURO S.p.A.
Via Piero Maroncelli 10, 47121-Forlì, presso Palazzo Herculani

Date 12/02/2025

OBJECT: PO No. **PO No. 4511981792_4511981806**

PART 1 – TECHNICAL AGREEMENT

- Agreed range and specification:**

- Repetitive models keep the same as previous PO.

Approvals:

all products and accessories must compliance with following Directives:

- RoHS (2011/65/UE)
 - CE (LVD – dir. 2014/35/UE and EMC – dir. 2014/30/UE including EN 60335-2-30+A11:2012).
 - LFGB (82/711/EEC, 85/572/EEC and 97/48/EEC food contact test, Italian Decree of Ministry of Health of 21/03/1973 and its amendment, Italian Decree of Ministry 21/12/2010 No 258 for Overall Migration and specific migration).
- Brand Name:** ELECTROLINE
 - Art works:** as agreed.

PART 2 – COMMERCIAL AGREEMENT

a. Quantities and amount:

PO No. 4511981792

Brand	Item	EAN	Model No.	Price \$	Q.TY	Amount \$
ELECTROLINE	GR09A-G	8050999982001	FE09S	\$ 11,40	500	\$ 5.700,00
ELECTROLINE	GR33ACL-G	8050999982018	FE32VL	\$ 25,60	600	\$ 15.360,00
ELECTROLINE	GR60JRCL-K	8050999982544	FVE860FGLS	\$ 48,20	463	\$ 22.316,60

TOTAL **1.563** **\$ 43.376,60**

PO No. 4511981806

Brand	Item	EAN	Model No.	Price \$	Q.TY	Amount \$
ELECTROLINE	GR09A-G	8050999982001	FE09S	\$ 11,40	500	\$ 5.700,00
ELECTROLINE	GR18BC-G	8050999982520	FE19V	\$ 18,20	800	\$ 14.560,00
ELECTROLINE	GR23BC-G	8050999982537	FE23V	\$ 20,90	900	\$ 18.810,00
ELECTROLINE	GR33ACL-G	8050999982018	FE32VL	\$ 25,60	557	\$ 14.259,20
ELECTROLINE	GR48RCCL-G	8050999982032	FE43VLG	\$ 32,70	540	\$ 17.658,00
ELECTROLINE	GR60JRCL-K	8050999982544	FVE860FGLS	\$ 48,20	842	\$ 40.584,40

TOTAL **4.139** **\$ 111.571,60**

GRAND TOTAL **5.702** **\$ 154.948,20**



M. & C. S.r.l. Società di Consulenza Direzionale
Via Ca' dell' Orbo Nord, 22, 40055 Villanova di Castenaso (BO) - Italy
Phone +39051780063
C.F. e P.IVA 02233501200

b. Sales conditions:

- Please show in all the CI and PL the order number of each delivery as showed in the attached loading plan.
- Prices in USD – FOB **ZHONGSHAN** port.
- **Payment:** by LC at 30 days from BL date.
- **Charges:** all bank chg./commission outside Italy are on beneficiary's account.
- **Latest date of Shipment:** as indicated in the attached "Loading Plan".
- **Model's names for ELECTROLINE:** shipping documents must show Customer models and Factory models as showed in the required in the above required certificates.
- **Presentation documents:** 20 days.
- **Partial shipment and Transhipment:** allowed.
- **Tolerance:** -2% / +2% in quantity and amount acceptable.

c. 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 in original.
- Declaration of Conformity in original.

PART 3 – LOADING PLAN AND ETD

- **Shipment in:** 7X40HQ
- **POD, ETD and Loading details:** please ref to the attached Loading Plan.

PART 4 – QUALITY AND WARRANTY

1. **Warranty:** As per "Failure rate agreement" at following page 3.
2. **Spare parts:** as agreed.

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

Thank you and best regards.

The Buyer
UNIEURO S.p.A.



M. & C. S.r.l. Società di Consulenza Direzionale
Via Ca' dell' Orbo Nord, 22, 40055 Villanova di Castenaso (BO) - Italy
Phone +39051780063
C.F. e P.IVA 02233501200

FAILURE RATE AGREEMENT

This agreement fix the maximum rate of faults, on ELECTROLINE electrical ovens, that will be allowed, during a period of guarantee. This agreement is between:

WINTIME IMPORT & EXPORT CORPORATION LIMITED OF ZHONGSHAN

No. 23, Nan'An RD, Shiqi, Zhongshan, Guangdong, China (here following called "the seller")

AND

UNIEURO S.p.A.

Via Piero Maroncelli 10, 47121-Forlì, presso Palazzo Hercolani (here following called "the buyer")

AND

M. & C. S.r.l. (the service company for Electroline brand)

Via Ca' dell' Orbo Nord, 22, 40055 Villanova di Castenaso (BO)

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 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 **ELECTROLINE** 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.

The Buyer
Stamp and sign

The Seller
Stamp and sign

M. & C. Company
Stamp and sign