

# BENITOMO COMMERCIAL POLICY



## TERMS OF SERVICE

BENITOMO offers a wide products portfolio through the website <http://benitomo.com/> where the customers learn everything about the company and can interact with the information that is provide on it. By clicking on ORDER ONLINE the customers access the official online ordering module, where through prior request and registration, they will have the possibility of consulting items and starting their purchase process quickly, safely and easily.

### ■ QUOTATION 'S COMMERCIAL TERMS

1. The Quotation can be requested by the customer via email, telephone, WhatsApp, or through the online order module, where it will be analyzed and answered by the assigned Commercial Advisor in a Pre-established Excel format within the first 2 (two) business days after it is received.
2. Once the Quotation has been accepted and/or modified by the customer, the Commercial Advisor will proceed to generate a Sale Note which reserves the products for 15 (fifteen) days, that is the maximum time that the customer has to close the negotiation.
  - a) If the negotiation is not defined it within the 15 days, the reserved products will be released.
3. Once the customer has received the Sales Note sent by his commercial advisor, he must reply giving his acceptance agreement by signing. He must consider that the items named FUTURE are salable and purchasable, however, the days that appear as reference are not exact, and there could be delays or advances of the suggested delivery times.

### ■ COMMERCIAL PACKAGING CONDITIONS

4. Once the Sales Note is approved by the customer the order will be packed and dellivered. This process will take up to 48 business hours and it does not include the products marked as FUTURE.
5. When the Packing is finished the Invoice will be issued, there the items that were traded and packed, the quantities, description and brands will be reflected. Here the customer accepts that the products thta are marked as FUTURE at the closing date will not appear on the Invoice.
  - a) The Invoice will also specify the commercial expenses such as the DMC (Commercial Movement Document) that will be charged only once for each shipment regardless of how many invoices make up the package.
  - b) The bank fees that are charged for the operation will also be specified on the Invoice.
6. Once the Invoice has been prepared and sent, the customer will have up to 24 hours to pay it by bank transfer, check or cash payment at any of our offices. The customer may never give money or a check to his business advisor to complete the payment.
  - a) When the invoice is paid on credit, the customer must respond within 24 hours accepting the Invoice to proceed with the delivery process.
7. In ordert to proceed with the delivery, the customer must provide his commercial advisor with the following information:

a) Contact person, telephone number and address.

8. Once the payment has been credited or the acceptance of the Invoice has been received, and the information to proceed with the delivery has been received, the delivery will be made within 24 hours and the package will be dhand over to the carrier.

### ■ COMMERCIAL CONDITIONS OF UNPACKINGS

9. Unpacking is understood as the process in which Benitomo must carry out on its own initiative or at the request of the customer the products´ return to their original position after being packaged and /or invoiced. All administrative and operational procedures carried out must be reversed.

10. The unpacking at the request of the customer will generate a penalty of 1.5% on his account corresponding to the total invoice.

### ■ PERIOD OF STORAGE OF INVOICED ORDERS

11. A storage fee of 2% of the invoice value will be generated for all packaged orders that are in the warehouse 30 days after being invoiced.

a) This fee will not be charged if and only if an unforeseen economic, political, social and/or environmental event occurs in the customer's country. In this case, Benitomo will store the order in his warehouse until the event ends.

### ■ COMMERCIAL CONDITIONS OF BALANCES

12. From any transaction that is carried out and generates as a result a balance in favor or against will remain in the customer's account and will be taken into account in the next commercial operation.

a) If the customer paid more, in the next operation that credit balance will work as an amount to be deducted from the total Invoice.

b) If the Client paid less, in the next operation that balance will work as an additional amount to the total of the Invoice to pay.

### ■ TERMS OF CLAIMS

13. A claim is considered to be any disagreement derived from a commercial operation between Benitomo and his customer. The claims could be:

a) Wrong packaging, wrong delivery, non-corresponding product, wrong application, defective product and reference´s mistake.

14. Claims must be formally submitted through a form which the customer can download from Benitomo's website by clicking on Technic Information (Claim Form).

15. In order to accept the claim, the customer must provide the necessary evidence and meet the requirements asked for in the Claim Form (for example, photos).

16. The deadline for the customer to submit a Claim is 6 (six) months taken from the invoice date.

17. Once the registration and validation of the claim has made, the customer will receive a notification with the claim Number that will allow him to track it through the Customer Service line.

18. Once the claim form is received with the requested information, Benitomo will have up to 48 hours to answer to it.

19. Based on the investigation carried out, Benitomo will determine whether to accept or reject the claim.
20. No claim will be accepted when a product has been ordered by the product description system, and it must have been exclusively requested and described by the reference number and O.E.M.
21. Any claim that is correctly presented by the customer and is approved by Benitomo will generate a Credit Note, product's replacement or what is agreed between the parties.

### ■ TERMS OF WARRANTIES

22. Products that are damaged during shipping transit due to natural causes or catastrophes will not be applicable for a warranty.
23. Product's mishandling by third parties other than Benitomo will not apply as a warranty.
24. Warranty claims will not be accepted for spare parts that have been misused and/or installed by the customer, home adaptations, applications other than those stipulated for the parts or for modifications made by third parties.
25. All warranties claims must necessarily go through the administrative process for that purpose and it will be the customer's obligation to submit to Benitomo the filled in claim form, with enough evidence to demonstrate what is alleged.
26. Based on the investigation carried out by Benitomo, it will be decided whether or not to approve a NC (Credit Note) for warranty.
27. As an intermediary between the manufacturers of automobile parts, motorcycle parts and heavy equipment and the customer, Benitomo does not grant or extend a warranty for the products it sells, but rather accepts the guarantee policy that the manufacturers grant.

### ■ TERMS OF RETURNS

28. A return is understood as any procedure in which the customer will partially or totally returns the products after having submitted a claim. Consequently, the customer might receive a credit on his favor.
29. A returns will be made as an exception and must be coordinated and approved by Benitomo.
30. The transportation cost generated by the returned products, whatever the reason for its return is, will be assumed 100% by the customer.

### ■ TERMS OF RETAIL SALES IN THE FREE TRADE ZONE (PANAMA)

31. Benitomo can take orders and make retail sales at its offices located at the Free Trade Zone in Panama. However, they must be paid at the same offices by check or cash. If the customer decides to take the products, he must allow up to 48 business hours so the packing and documentation process takes place.