

BENITOMO COMMERCIAL POLICY



BENITOMO offers its wide portfolio of products through its website (<http://www.benitomo.com/>) where the partner can access information about, and interact with the company. By clicking on **ONLINE ORDERS**, you have access to the official online ordering module where, by prior request and registration, you will have the ability to consult items and start the purchasing process quickly and easily.

■ QUOTATIONS:

01. The quote, which can be requested by the partner via email, phone or WhatsApp, as well as through the online order module, will be analyzed by the Commercial Advisor assigned and answered in a pre-established excel spreadsheet format within the first 2 (two) business days.
02. Once the quotation has been accepted and / or modified by the **partner**, the Commercial Advisor will proceed to generate a sales note which reserves the merchandise for a period of 15 (fifteen) days, the maximum time that the partner has to close the negotiation.
 - * If the negotiation is not defined during those 15 days, the reserved goods will be released.
03. Having received the Sales Note sent by his/her Commercial Advisor; the Partner must send it back with a legible signature of acceptance.

■ PACKAGING:

04. Once the sales note has been approved by the **partner**, the order will be packaged and processed within 7 business days not including back ordered items.
05. When packing is completed, the Invoice will be generated with the packed items including the quantities, description and brands of the contained product.
 - a. The invoice will also specify the commercial expenses such as the Free Zone Document **DMC** (Documento de Movimiento Comercial) that will be charged once per dispatch regardless of the number of invoices.
 - b. The invoice will also specify the banking expenses of the operation.
 - c. The total of the Invoice will be represented by the FOB value of the operation.
06. Once the Invoice has been prepared and sent, the partner will have up to 24 hours to make the payment via bank transfer (ACH), check, credit card or cash payment in our offices.
 - a. Partners using a credit line must respond within 24 hours to accept the invoice and proceed with the dispatch process.

07. In order to proceed with the dispatch, the Partner must provide his Commercial Advisor with the following necessary information:
 - a. Contact person, Phone number and address.
08. Once the payment is credited and the necessary information has been received, the dispatch request will be made within 24 hours and the goods will be delivered to the freight forwarder.

■ INVOICE CHANGES AND UNPACKING:

09. Unpacking means the process that Benitomo must carry out, on its own initiative or at the request of the Customer, by means of which packaged and / or invoiced merchandise must be returned to its original position and the entire administrative and operative procedure must be reversed.
10. The Unpacking, at the request of the partner, will generate a penalty on your account that will be reflected in the reduction of your discount percentage.

■ STORAGE PERIOD FOR INVOICED ORDERS:

11. For any packed order that remains in the warehouse after 30 days from the date of invoicing, a storage fee equivalent to 2% of the invoice value will be applied.
 - a. This fee will not be charged in the event of an unforeseen economic, political, social, and/or environmental occurrence. In such a case, Benitomo will store the order in its warehouse until the conclusion of said event.

■ PAYMENT POLICIES:

12. Payment of invoices to Benitomo World, S.A. must be done through the following means:
 1. Cash payments at our offices located in the Colon Free Zone, Panama until 2:30 pm
 2. Online payments through our website
 3. Deposit and/or transfers to Benitomo accounts
 - a. Lafise Bank
 - b. Bac International Bank
 - c. Mercantil Bank
 4. Cashier's checks in the name of Benitomo World, S.A.
13. All transactions must be notified to the business advisor for proper follow-up with evidence of payment.
14. Benitomo World S.A. will not accept cash payment through any collaborator of our company.

■ OUTSTANDING BALANCES:

15. If the Partner overpays, in the next operation the balance will work in favor as an amount to be deducted from the total of the invoice to be paid.

- a. If the Partner underpays, in the next operation the balance will work as an additional amount to the total of the Invoice to be paid.
- b. If the Partner paid less, in the next transaction, that balance will function as an additional amount towards the total invoice to be paid.

■ CLAIMS:

16. Claims deal with non-conformities that arise from a commercial transaction between Benitomo and its Partner. Claims can be made regarding:
 - a. Packaging problems, poor shipping, incorrect product, defective product and incorrect reference number.
17. The claims must be formally presented by downloading the claim application form from the Benitomo website by clicking on Downloads, Claim Form.
18. In order to attend to the Claim, the Customer must submit the necessary support and comply with the requirements found in the Claims Form (for example, indicate how many days the part worked before presenting the failure, evidence photos and video) or any additional requests from the after-sales department.
19. The time limit that the partner has to file a claim is 1 (one) year from the invoice date.
20. After the registration and validation of the claim, the partner will receive a notification with the N ° of the claim, which will allow him to follow up through the Customer Service line.
21. Once the Claim Form with the relevant information is received, Benitomo will have a period of 7 business days to respond to it.
22. Based on the research conducted, Benitomo will determine whether to accept or reject the claim.
23. No claim shall be accepted for a product that has been ordered without the reference or O.E.M. number.
24. Any claim that is correctly presented by the partner and that is approved by Benitomo will generate a Credit Note, replacement of merchandise or as determined by common agreement between the parties.

■ WARRANTY:

25. Any merchandise that may be damaged during its transit of shipment due to natural causes or catastrophes will not be applicable for warranty.
26. The mishandling of the merchandise by third parties other than Benitomo will not apply as Warranty.
27. Warranty claims will not be accepted for parts that have been misused and / or damaged by faulty installations by the end-user, adapted, modified or used for applications other than those stipulated for the parts.
28. Any warranty claim must necessarily pass the administrative process for this purpose and it will be the obligation of the partner to submit to Benitomo the claim form completed with sufficient evidence proving what is alleged.
29. Based on the research carried out, Benitomo will determine whether or not it approves a warranty credit note.

30. As an intermediary between the manufacturers of auto parts, motorcycle parts and heavy equipment and the customer, Benitomo does not grant or extend the warranty of the products that it sells, but rather it accepts the warranty policy that the manufacturers grant.

■ RETURNS:

31. Returns are understood as all those procedures by means of which the partner partially or totally returns the goods after having formally generated a claim, and from which a possible obligation of the company in the partner's favor would be generated.

32. Returns will be made as an exception and must be coordinated and approved by Benitomo.

33. The cost of transporting the merchandise returned, whatever the reason for its return, will be assumed 100% by the customer.

■ RETAIL SALES IN ZLC (COLON FREE ZONE):

34. Benitomo can take orders and make retail sales at its offices located in ZLC, Panama. However, these transactions must be paid through a check, credit card, or cash. If the business partner chooses to pick up the merchandise in person, they should consider the time required for order processing, packaging, and documentation.

SIGNATURE: _____

DATE: _____