

2018

BENITOMO WORLD S.A.



[COMMERCIAL POLICY]

Commercial Terms & Conditions



Benitomo offers its wide portfolio of products through its website (<http://www.benitomo.com/>) where the client 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:

- 1) The quote, which can be requested by the **client** 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.
- 2) Once the quotation has been accepted and / or modified by the **client**, 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 client has to close the negotiation.
 - * If the negotiation is not defined during those 15 days, the reserved goods will be released.
- 3) Having received the Sales Note sent by his/her Commercial Advisor; the Client must send it back with a legible signature of acceptance. Items placed in back order will be assigned in the Sales Note as FUTURE (F), and there may be delays or advancements of those delivery times.

Packaging:

- 4) Once the sales note has been approved by the **client**, the order will be packaged and processed within 7 business days not including back ordered items.
 - 5) When packing is completed, the Invoice will be generated with the packed items including the quantities, description and brands of the contained product. The products listed as FUTURE (F) on the sales note will not appear on this Invoice.
- 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.
- 6) Once the Invoice has been prepared and sent, the client will have up to 24 hours to make the payment via bank transfer (ACH), check, credit card or cash payment in our offices. Your Commercial Advisor may not receive money in any form to make payments on your behalf.
- a) Clients using a credit line must respond within 24 hours to accept the invoice and proceed with the dispatch process.
- 7) In order to proceed with the dispatch, the Client must provide his Commercial Advisor with the following necessary information:
 - Contact person, Phone number and address.
 - 8) 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:

- 9) 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 client, will generate a penalty on your account that will be reflected in the reduction of your discount percentage.
- 11) Any packaged order that after 15 days of being invoiced is still in the warehouse will be unpacked and released to stock, making it available for other clients.
 - a) The cost of unpacking and usage of warehouse space for that merchandise will be charged to the client's account.

Outstanding balances:

- 12) If the Client 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.

If the Client underpays, in the next operation the balance will work as an additional amount to the total of the Invoice to be paid.

Claims:

- 13) Claims deal with non-conformities that arise from a commercial transaction between Benitomo and its Client. Claims can be made regarding:
 - ✓ Packaging problems, poor shipping, incorrect product, defective product and incorrect reference number.
- 14) The claims must be formally presented by downloading the claim application form from the Benitomo website by clicking on Downloads, Claim Form.
- 15) 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, photos, reason of claim).
- 16) The time limit that the client has to file a claim is 3 (three) months from the invoice date.
- 17) After the registration and validation of the claim, the client will receive a notification with the N ° of the claim, which will allow him to follow up through the Customer Service line.
- 18) Once the claim form has been received with the pertinent information, Benitomo will have a time of up to 48 hours to respond to it.
- 19) Based on the research conducted, Benitomo will determine whether to accept or reject the claim.
- 20) No claim shall be accepted for a product that has been ordered without the reference or O.E.M. number.
- 21) Any claim that is correctly presented by the client and that is approved by Benitomo will generate a Credit Note, replacement of merchandise or as determined by common agreement between the parties.

Warranty:

- 22) Any merchandise that may be damaged during its transit of shipment due to natural causes or catastrophes will not be applicable for warranty.
- 23) The mishandling of the merchandise by third parties other than Benitomo will not apply as Warranty.
- 24) 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.
- 25) Any warranty claim must necessarily pass the administrative process for this purpose and it will be the obligation of the client to submit to Benitomo the claim form completed with sufficient evidence proving what is alleged.
- 26) Based on the research carried out, Benitomo will determine whether or not it approves a warranty credit note.
- 27) 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:

- 28) Returns are understood as all those procedures by means of which the client partially or totally returns the goods after having formally generated a claim, and from which a possible obligation of the company in the client's favor would be generated.
- 29) Returns will be made as an exception and must be coordinated and approved by Benitomo.
- 30) 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):

- 31) Benitomo can take orders and make retail sales in its offices located in ZLC (Colon Free Zone), Panama. However, they must be paid at the same offices by check or cash. If the client decides to purchase any items in person, he/she must wait up to 5 (five) business days for the packing and documentation process.