

The following are the general terms and conditions of Spare Parts Sales and apply to the supply to the Customer by Kalmar.

1. DEFINITIONS

- **"Purchase Order"** means the order negotiated between the parties provided by the customer in writing via email for the supply of agreed-upon parts between the parties.
- **"Purchase Order Price"** means the total price of the parts as specified in the Purchase Order.
- **"Customer"** means the entity to which Kalmar sells the products.
- **"Distributor"** means the entity to which Kalmar commits to selling the products and resells them to its customers in the predetermined region.
- **"Delivery"** means the completion of the delivery of the Products as set out in the Purchase Order from Kalmar's warehouses.
- **"Kalmar"** means the entity that received the Purchase Order.
- **"Party"** means Kalmar or the Customer.
- **"Products"** means parts, spare parts, or product accessories supplied by Kalmar

2. BUSINESS PLAN (Chile and Panama)

Kalmar aims to take care of its customers to ensure their operations do not stop because we understand that no business is the same as another, and it is essential to develop market adaptation methods. Therefore, our company has two types of commercial relationships for the supply of parts.

2.1 Service Contracts We have a team of trained technicians to provide technical solutions for the equipment, where we can offer promotional prices through contracts.

2.2 On-Demand Service For specific budgets, it is mandatory to send the serial number, model, and hour meter of the equipment along with a problem report and photos. We also offer technical training to instruct the customer's team to perform basic services for better fleet maintenance.

2.3 Kalmar Insight Service We have a team to support the needs of Kalmar Insight telemetry. They are responsible for supporting the operation of the hardware, using the platform, and accessing reports.

2.4 Kalmar Parts Care Contract A purchase modality where Kalmar takes responsibility for the storage of all agreed-upon parts, so the customer can order them as they use them in their operation, guaranteeing 100% availability and a price that does not vary for 12 months (85% of the contract must be consumed, and 15% can be exchanged for other parts).

2.5.1 Catalog Use the parts catalog or through "My Kalmar" to locate and send material codes according to the serial number of your equipment.

2.5.2 Quotation For spare parts quotations, the sales team must be contacted by email and is committed to responding within 2 (two) business days, with exceptions when it is necessary to record parts not included in our ERP. The quote will indicate prices, payment conditions, and delivery times (Incoterm).

2.5.3 Purchase Order They must be sent through our E-Commerce site "My Parts," where for each purchase request,

it is mandatory to send the Purchase Order Number, Delivery Method (mode, Incoterm, carrier and pickup details, payment conditions, and the quote number (if any), where the total value of the purchase order and the terms of the offer must correspond to the quote. Orders that do not include this information will not be processed.

Your sales executive will contact you to define the modal and freight agent options that will be set in the system. If the customer requires the shipping cost in the quote, meaning that the cargo will be delivered to their warehouses, please note that the shipping cost sent will be an estimate based on an approximation of current costs from global commercial forwarders. We will send you the final cost when you place your order. If the final cost turns out to be higher than the estimated cost, Kalmar is not responsible for the difference.

3. PRICE POLICY

For customers who have subscribed to the "Spare Parts Contract" modality, price conditions will be negotiated at the time of contract signing and must remain fixed until the end of the contract.

For the "À la Carte Parts Service" modality, prices will be negotiated according to the current commercial conditions during the period, as specified in the Quote and Purchase Order.

Kalmar reserves the right to review its current price list from time to time and undertakes to notify all customers of price list adjustments one month in advance.

4. PAYMENT TERMS

The parties must comply with the payment conditions established at the time of signing the Purchase Order. In case of payment delay, amounts owed to Kalmar will be subject to monetary corrections according to the legislation in force in the country of the Kalmar entity that made the sale. In case of delayed payment, Kalmar will suspend the processing of new purchase orders until payment is received.

5. CREDIT LIMIT

Credit limits granted to customers are based on financial assessments carried out by Kalmar's responsible department from the following documents:

- The last 2 audited balances
- Articles of incorporation of the company including its legal representatives

For Kalmar Compliance, we as a group are covered by the SOX Law (The Sarbanes-Oxley Act aims to ensure the creation of reliable audit and security mechanisms in companies, ensuring transparency in business management). In case the requested information is not sent, Kalmar will suspend the processing of new purchase orders until the updated limit is sent.

6. PROCESSING, DISPATCH, AND BILLING TIMES

The total processing time of purchase orders will be adjusted to the following table, provided there are available stocks.

Purchase orders can be partially or fully dispatched according to the mandatory instructions specified by the buyer.

The times mentioned below may vary if the customer has outstanding debts with Kalmar or an insufficient credit limit to process the purchase order.

Please check the APPENDIX I - TIMES BY TYPE OF PURCHASE ORDER



7. FREIGHT, INCOTERMS, AND TRANSIT TIMES

Kalmar lists below the types of freight and transit times for the delivery of these Purchase Orders. At this stage, the customer's shipping/expedition instructions must be preferably predefined in the customer record and are mandatory evidence in the Purchase Order. This detail is important if compliance with the established deadlines is to be achieved.

7.1 Freight Types (Modal) on My Parts

Countries LATAM (Panama Region), except local PA, BR, CL

- Economic = maritime clearance (if applicable for your country)
- Normal = normal air freight (if applicable for your country)
- Express = air freight via courier limited to 150 kgs per shipment and a maximum weight of 30 kgs per volume (if applicable for your country)

Local Sales for the countries of Panama, Chile, and Brazil

- Road transport (land) is used, or local area options and/or FCA where the customer picks up the part at the Kalmar warehouse when it is available for pickup.

7.2 Transit Times

Please check:

APPENDIX II - ESTIMATED TRANSIT TIME TO LATAM REGION

APPENDIX III - ESTIMATED TRANSIT TIME TO LOCAL DELIVERIES (PA, CL, BR)

7.3 Incoterms Types

Grupo 1 - Incoterms® applicable for all types of air and sea transport.

- **FCA - Free Carrier *****
- **CIP - Carriage and Insurance paid to *****
- **CPT - Carrier Paid To *****
- **DDP - Delivered Duty Paid** (only for guarantees or 100% remittances paid by kalmar)

***** ocean freight preferences**

For the FCA incoterm, it's important to note that the pickup must be done within a maximum period of 72 hours. If the pickup is not completed within this timeframe, Kalmar reserves the right to send the parts at your expense and include the freight and an additional \$100 shipping storage fee on the invoice for the parts in question.

8. RETURNS AND CANCELLATION OR MODIFICATION OF PURCHASE ORDER

8.1 CANCELLATION OR MODIFICATION OF A PURCHASE ORDER

Cancellation: Exceptions to cancellations and/or modifications can be submitted to Kalmar for analysis and approval, but both can only be accepted before the warehouse picking process begins and/or the purchase/import process begins.

NOTE: For all approved cancellations, a penalty of 30% of the value of the parts applies if the reason is not an error on Kalmar's part. Minimum penalty amount: \$300. Penalty via extra invoice for additional charges with a history of cases.

In the event that one of the parties requests changes in the delivery of the products, the parties will mutually agree on the adjustments to be made to the purchase order. Kalmar is not obliged to make any changes until the parties have agreed in writing on the adjustments to be made in the affected terms.

Modification: In case of a change in any applicable law, rule, or regulation, or in the administration or interpretation thereof by the competent government authority, the parties will consult in good faith with the intention of agreeing on the adjustments to be made in the terms affected by the change.

8.2 CANCELLATIONS THAT CAN BE ACCEPTED

- Obsolete/replaced items: cases where the customer orders an item that is obsolete and that Kalmar can no longer sell.
- Incorrect customer orders: cases where a customer has made a mistake in placing an order.
- Incorrect item in Kalmar parts manuals with prior presentation of evidence.

If the error has been made by the customer and the cancellation has been approved by the supply chain, a penalty applies in all cases: 30% of the total value of the canceled item. Minimum penalty amount: \$300.

If the cancellation is not approved, the customer must acquire the parts as usual.

8.3 RETURNS

Only previously approved returns through a signed Kalmar return form will be accepted.

Types of orders/items that can be returned

8.3.1 Delivery Claims

It is important to check all items in full at the time of receipt, and if a discrepancy, damage, or irregularity is confirmed, inform Kalmar for analysis and approval of the return.

Damaged item: please send photos and a report showing the damage of the item before processing the return.

Incorrect quantity: it is necessary to send photos showing the received quantity and also the volume, indicating if it has been damaged by impacts, transport, leaks, etc., before processing the return.

Incorrect item: it is necessary to send photos and a report showing the error and the article code received on the item before processing the return.

Rejections or other issues caused by Kalmar will only be accepted if communicated at the time of receipt and are related to: a) discrepancy between the breakdown volume on the invoice and the physical receipt, b) discrepancy between the amounts detailed on the invoice and the difference in the purchase order amount between the parties.

9. WARRANTY

The warranty period is 12 months from delivery or 1500 accumulated operating hours, whichever occurs first. For machines with extended warranty (1 to 5 years), it is mandatory to use original parts supplied by Kalmar to maintain the additional equipment warranty time.

The Customer must notify Kalmar in writing, without undue delay and no later than within 7 days, of the discovery of a defect. If



the Customer does not notify such a defect within the warranty period, the Customer will lose its rights regarding the defect.

Under the Warranty, Kalmar undertakes, at its choice, to replace the defective Products (with a repaired or new component) or to repair the defective Products, which will become the property of Kalmar.

The warranty does not cover defects arising from: a) materials or designs supplied by the Customer, b) maintenance failures, installation, use, customer service, or inspection, c) normal wear and tear, d) use prior to acceptance, e) accidents, or external factors.

The warranty refund may take the form of a credit for the product value (excluding transportation and other purchase expenses) or the shipment of a new part at no cost.

10. LIABILITY

UNDER NO CIRCUMSTANCES SHALL KALMAR BE LIABLE FOR LOSS OF PRODUCTION, CAPITAL COST, LOSS OF PROFITS, LOSS OF USE, LOSS OF DATA, OR INCREASED EXPENSES OF USE OF EQUIPMENT OR FACILITIES, LOSS OF CONTRACTS, NOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, OR CONSEQUENTIAL DAMAGE. CLIENT POOL RESOURCES.

Kalmar will not be liable for material damages caused by the Products after delivery and while in the possession of the Customer. If Kalmar incurs liability to third parties for such material damages, the Customer shall indemnify, defend, and hold Kalmar harmless.

The Customer agrees to indemnify, defend, and hold Kalmar harmless for any injury, loss, damage, cost, fee, judgment, agreement, or other expenses caused by, related to, or arising from the operations of the Customer, the use of the Products, or other claims, unless caused by Kalmar's gross negligence or willful acts.

The limitation of Kalmar's liability will not apply when Kalmar is guilty of gross negligence or willful misconduct.

Kalmar will not be liable to compensate the Customer for any cost, expense, loss, damage, injury, or penalty if Kalmar has not

been given the opportunity to inspect and correct any alleged defect that caused the liability.

Kalmar reserves the right to change the designs or specifications of the Products or to discontinue the manufacturing and sale of the Products after 10 years from the last manufacturing of said Product model.

Recommendations, advice, and/or training materials provided by Kalmar are for informational purposes only, and Kalmar assumes no responsibility for the information, actions, or decisions made by the Customer based on such information.

11. CONFIDENTIALITY AND INTELLECTUAL PROPERTY RIGHTS

All drawings and technical documents related to the Products presented by either Party to the other Party will remain the property of the sender. Drawings, technical documents, or other technical information presented may not be used, without the consent of the sending Party, for any purpose other than that for which they were provided. They may not be copied, reproduced, transmitted, or communicated to third parties without the prior written consent of the sending Party. Kalmar is not obliged to provide the Customer with any manufacturing drawings of the Products. Ownership of all intellectual property rights related to the Products, including, without limitation, all computer programs, and/or documentation or data supplied by Kalmar, will remain solely and exclusively with Kalmar.

12. ASSIGNMENT AND SUBCONTRACTING

Neither Party shall have the right to assign its rights or obligations under the purchase order to third parties. However, Kalmar may assign the purchase order to any other Kalmar entity to fulfill its obligations.

13. CUSTOMER SERVICE

Working hours: from 8:00 am to 5:00 pm (customer service from their respective region is respected - Chile, Brazil, or Panama).

Contact email for support after placing purchase orders: parts.operation.latam@kalmarglobal.com



APPENDIX I - TIMES BY TYPE OF PURCHASE ORDER

BRASIL	TIMES BY TYPE OF PURCHASE ORDER					
	CUT-OFF TIME FOR DISPATCH OF PURCHASE ORDER	LIMIT OF ITEMS PER PURCHASE ORDER	TAXA EXTRA	PICKING / PACKING	SHIPMENT	INVOICING
TO STOCK (normal or economy)	-	-	-	72 hrs working hours	24 hrs after the packing	Manually to be delivered
URGENT ORDER (EXPRESS)	12:00 h	10 part number per order	-	4 hrs working hours	24 hrs after the packing	Manual, después de la confirmación de la entrega al destino final.
PROGRAMED ITEMS	-	1 part number per order - mandatory inform the serial number	-	72 hrs working hours	24 hrs after the packing	Manual, depois da separação, no despacho com os itens
EXTRA LARGE ITEMS (economy)	-	can't be consolidated	-	96 hrs working hours	24-96 hrs after the packing	Manually to be delivered

CHILE	TIMES BY TYPE OF PURCHASE ORDER					
	CUT-OFF TIME FOR DISPATCH OF PURCHASE ORDER	LIMIT OF ITEMS PER PURCHASE ORDER	TAXA EXTRA	PICKING / PACKING	SHIPMENT	INVOICING
TO STOCK (normal or economy)	-	-	-	72 hrs working hours	24 hrs after the packing	After the delivery confirmation (signed by customer)
PROGRAMED ITEMS	-	1 part number per order - mandatory inform the serial number	-	-	24 hrs after the packing	After the delivery confirmation (signed by customer)
EXTRA LARGE ITEMS (economy)	13:00h	can't be consolidated	-	96 hrs working hours	24-96 hrs after the packing	After the delivery confirmation (signed by customer)

PANAMA, FRANÇA, USA	TIMES BY TYPE OF PURCHASE ORDER					
	CUT-OFF TIME FOR DISPATCH OF PURCHASE ORDER	LIMIT OF ITEMS PER PURCHASE ORDER	TAXA EXTRA	PICKING / PACKING	SHIPMENT	INVOICING
TO STOCK (normal or economy)	10:00h	-	-	72 hrs working hours	24 hrs after the packing	After the delivery confirmation (signed by customer)
URGENT ORDER (EXPRESS)	11:00h	10 part number per order	-	4 hrs working hours	24 hrs after the packing	After the delivery confirmation (signed by customer)
PROGRAMED ITEMS	-	1 part number per order - mandatory inform the serial number	-	72 hrs working hours	24 hrs after the packing	After the delivery confirmation (signed by customer)
EXTRA LARGE ITEMS (economy)	10:00 h	can't be consolidated	-	96 hrs working hours	24-96 hrs after the packing	After the delivery confirmation (signed by customer)

APPENDIX II - ESTIMATED TRANSIT TIME TO LATAM REGION

ESTIMATED TRANSPORT TIMES BASED ON DELIVERY TYPE CONDITIONS, SOURCE AND DESTINATION

We provide a list of **estimated transport times** according to Delivery Type (Economy, Normal or Express), Source (Panama, France or USA Warehouses) and Destination of the Freight (Central America, North America, South America and Caribbean Region Countries):

- Delivery times are subject to change by the carriers and are outside of Kalmar Control.
- These are ESTIMATES only and do not include times for non-existence items in our Stock.
- These times are specifically transit times, they do not include local transport times and customs processes in each country/region.
- The total weight of the purchase order refers only to the items, without packaging.

Deliveries coming from PANAMA WAREHOUSE			Destination Regions:		
Delivery Type	Weight Allowed	Delivery Method	Central America	North America	South America
Economy (door to port)	>200 Kg	Seafreight	3 days	10 days	35 days
Normal (door to airport)	70 Kg to 200 Kg	Airfreight	3-10 days	3-10 days	4-12 days
Express (door to door)	0 to 70 Kg	Airfreight	3-5 days	3-5 days	5-7 days

Deliveries coming from FRANCE WAREHOUSE			Destination Regions:		
Delivery Type	Weight Allowed	Delivery Method	Central America	North America	South America
Economy (door to port)	>200 Kg	Seafreight	45 days	10 days	45 days
Normal (door to airport)	70 Kg to 200 Kg	Airfreight	3-12 days	5-7 days	4-12 days
Express (door to door)	0 to 70 Kg	Airfreight	5-7 days	3-5 days	5-7 days

Deliveries coming from USA WAREHOUSE			Destination Regions:		
Delivery Type	Weight Allowed	Delivery Method	Central America	North America	South America
Economy (door to port)	>200 Kg	Seafreight	50 days	10 days	50 days
Normal (door to airport)	70 Kg to 200 Kg	Airfreight	3-12 days	5-7 days	4-12 days
Express (door to door)	0 to 70 Kg	Airfreight	5-7 days	3-5 days	5-7 days

List of Countries according to Latam Regions:

- **Central American Countries:** Belize, Costa Rica, El Salvador, Guatemala, Honduras, Nicaragua and Panamá.
- **North American Countries:** Mexico
- **South American Countries:** Chile, Argentina, Uruguay, Bolivia, Paraguay, Brazil, Peru, Ecuador, Colombia, Guyana, Suriname and Frer
- **Caribbean Region Countries:** Barbados, Belize, Bermuda, British Virgin Islands, Cayman Islands, Dominica, Dominican Republic, Grer Montserrat, Netherlands Antilles, Puerto Rico, St. Kitts and Nevis, Saint Lucia, St.

APPENDIX III - ESTIMATED TRANSIT TIME TO LOCAL DELIVERIES (PA, CL, BR)

ESTIMATED TRANSPORT TIMES BASED ON DELIVERY TYPE CONDITIONS, SOURCE AND DESTINATION

We provide a list of estimated transport times according to Delivery Type (Economy, Normal or Express), Source (Panama, France or USA Kalmar Warehouses) and Destination of the Freight (Central America, North America, South America and Caribbean Region Countries):

- Delivery times are subject to change by the carriers and are outside of Kalmar Control.
- These are ESTIMATES only and do not include times for non-existence items in our Stock.
- These times are specifically transit times, they do not include local transport times and customs processes in each country/region.
- The total weight of the purchase order refers only to the items, without packaging.

Deliveries coming from PANAMA WAREHOUSE			Destination Regions:
Delivery Type	Weight Allowed	Delivery Method	Panamá
Economy (door to door)	>200 Kg	By Road	3 days

Deliveries coming from CHILE WAREHOUSE			Destination Regions:
Delivery Type	Weight Allowed	Delivery Method	Chile
Economy (door to door)	>200 Kg	By Road	6 days

Deliveries coming from USA WAREHOUSE			Destination Regions:
Delivery Type	Weight Allowed	Delivery Method	USA
Economy (door to door)	>200 Kg	By Road	2-10 days

