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|----------------|--|---|
| <b>Company</b> | ARROCERA SANTANDER LTDA                        | TMS Endüstriyel Soğutma Sanayi Ticaret A.Ş.                                   |
| <b>Address</b> | Bucaramanga, Santander, Colombia<br>- - Brazil | Ramazanoğlu Mahallesi Yerel Sokak No:1<br>İç Kapı No:1 Pendik İstanbul Turkey |
| <b>Rep.</b>    | David Fernando Pinilla Rojas                   | BÜŞRA TAŞCI   |
| <b>Title</b>   |  | Sales and Operations Support Engineer   |
| <b>Phone</b>   | 3213927109                                     | 5425467852  |
| <b>E-Mail</b>  | david2192239@correo.uis.edu.co                 | btasci@tmsgrup.com  |

|                                  |  |
|----------------------------------|--|
| <b>Date</b>                      | 29.01.2025                                 |
| <b>Project Name and Location</b> | Technical sheet of Grain Cooling Units TMS |
| <b>Project No</b>                | -  |
| <b>TMS Project No</b>            | 8919                                       |
| <b>Revision No</b>               | Rev1                                       |
| <b>Last Rev. Date</b>            | 29.01.2025                                 |
| <b>Offer Validity</b>            | 22 days                                    |
| <b>Number of Pages</b>           | 4  |

Dear David Fernando Pinilla Rojas,

We would like to present our offer and other terms according to your request for Technical sheet of Grain Cooling Units TMS.

Kind Regards

| Product / Service Description | Quantity | Unit | Unit Price | Unit | Amount               |
|-------------------------------|----------|------|------------|------|----------------------|
| TKS100                        | 1,00     | Pcs  | 59.325,00  | EUR  | 59.325,00 EUR        |
| <b>Total Amount</b>           |          |      |            |      | <b>59.325,00 EUR</b> |

**Scope of Supply**

|   |       |
|---|-------|
| TKS100                                  | 1 Pcs |
| Refrigerant charge in system            | 1 Set |
| Manuals                                 | 1 Pcs |
| Electrical project                      | 1 Pcs |
| Packaging; overseas                     | 1 Set |
| With Tyres                              | 1 Set |
| Electrical heating                      | 1 Pcs |
| Spare dust filter                       | 1 Set |
| Condenser Cleaning tool                 | 1 Pcs |
| Ø300mm 10m flexible air duct            | 1 Set |
| Hermetic Scroll compressor              | 1 Pcs |
| Remote control and monitoring by modbus | 1 Pcs |

**Out of Scope**

All kind of installation processes  
Commissioning processes

|                      |  |
|----------------------|--|
| <b>Delivery Type</b> | : EXW, TMS-İstanbul  |
| <b>Delivery Date</b> | : 12-14 Weeks  |
| <b>Packing Type</b>  | : Pallet Box (Complete Closed) - Aluminium barrier           |
| <b>Payment Terms</b> | : 30 % With order<br>70 % With when order ready for dispatch |
| <b>Currency</b>      | : EUR  |

## Delivery Terms

Delivery dates specified by TMS, starts with the order confirmation, the advance payment of the order and the approval of the technical documentation.

If TMS informs CUSTOMER in written form that its equipment is ready, CUSTOMER or the shipping company authorized by the CUSTOMER must receive the equipment from the TMS factory address within 5 (five) days.

In the event of expiration of 5 (five) days period and 30 (thirty) calendar days in any case and the delivery is not performed by the CUSTOMER, the contract expires, and the contract price is invoiced by the TMS. In addition, 0,1% of the contract price will be charged to the CUSTOMER for each day of the storage.

TMS is not responsible for any damage caused by CUSTOMER, moreover, TMS is not responsible for any damages that will occur if the delivery time is passed due to force majeure due to reasons that do not apply to TMS.

CUSTOMER is responsible for unloading and storing the products and related equipment after shipment. Henceforth, CUSTOMER responsible for any kind of damages to the product in the field.

TMS is obliged to deliver the products to the CUSTOMER on the specified delivery date. If there is a delay on the specified delivery date, CUSTOMER shall be informed no later than 15 days before the delivery date.

The delay in the delivery date cannot exceed 10 business days, otherwise, the causes of the delay will be reported to the CUSTOMERS by the TMS.

## Obligations of the Parties

CUSTOMER is obliged to make the prepayment to TMS bank accounts within 5 days after the approval of the order by the CUSTOMER or the signage of the contract.

CUSTOMER accepts and undertakes to pay the penalty fee of 80% of the contract price to TMS as well as all the losses and contractual costs incurred by TMS due to the cancellation of such orders.

CUSTOMER is responsible for drawing and connecting energy supply lines of machinery and equipment, construction and assembly of the necessary carrier / supporting platforms, installation and preparation of all kinds of crushing/drilling and similar activities, supply, and use of lifting tools, implementation of all relevant plumbing, supply, and connection of its elements.

The equipment necessary for Installation and Commissioning will be provided by the CUSTOMER. TMS is not responsible for the issues arising from the delay in equipment supply. Respective equipment will be requested by TMS according to the scope of the work. TMS is not responsible for any kind of issues arisen from the inappropriateness of the supplied by the CUSTOMER equipment.

Accommodation, meal provision, etc. of Installation/Commissioning team consisting of at least 2 (two) TMS representatives belong to CUSTOMER by default, unless otherwise indicated.

CUSTOMER must keep sufficient number of workforces to provide TMS for Installation/Commissioning in a case of necessity.

## Warranty Terms and Conditions

The warranty period of the machinery and equipment subject to the contract is 12 months (twelve) months from commissioning. The warranty period cannot exceed 18 (eighteen) months from the date of the invoice issued for machinery and equipment.

Equipment is Guaranteed against all workmanship and manufacturing defects, with a condition that the equipment was used according to User's Manual or the maintenance was done by Authorized TMS technical representative.

## **Damages and Faults Out of Warranty**

Warranty is void in the event of intervention to equipment by people other than those authorized by TMS and the use of parts other than their original ones.

The warranty is void if the original equipment document has tampered or the original serial number is removed or tampered with.

Determination of the parts to be changed by identifying the technical methods to be used for the elimination of faults belongs to TMS.

If the Installation/Commissioning activities are under the scope of TMS, no Warranty is valid the Installation/Commissioning activities performed by others other than those authorized by TMS.

Damages and faults resulting from the use of equipment against the manual and the instructions of the TMS. Operating the equipment outside of their working range.

Intervention to electrical panels without the approval of TMS After Sales Services Representative.

Physical damages occurred during the shipment, assembly, and operation of equipment.

Faults or deformations after disruptions in power supply or operation outside the electrical values and tolerances given/specified by TMS.

Intervention to protective equipment (mechanical and electrical protection, eg pressure switches for compressor protection).

Charging of refrigerants not included in the list of approved refrigerants shared with the shipment of equipment by TMS.

Charging of compressor oil not included in the list of approved compressor oils shared with the shipment of equipment by TMS.

Cleaning of heat exchangers with cleaning fluids not included in the list of approved ones shared with the shipment of equipment by TMS.

Replacement of parts or the component (dryers, valves, filters, oils, etc.) without the approval of TMS.

Equipment damage caused by corrosive factors in the environment not previously specified by the CUSTOMER.

If the assembly of machinery and equipment is under the scope of the CUSTOMER, TMS is not responsible for the damages arising from the works performed outside the instructions specified in the user manual.

If the Installation/Commissioning activities are under the scope of TMS, TMS is obliged to deliver the equipment to the CUSTOMER in working condition. TMS is not responsible for any damages that may occur after delivery.

Damages and failures that may occur in situations such as freezing, fire, flooding or lightning are OUT OF THE WARRANTY.

## **Force Majeure**

Delay of the equipment delivery caused by the force majeure factors beyond of TMS control such as war, terrorist attack, fire, famine, bankruptcy, sabotage, natural disasters, epidemic disease, strike, emergency, insurrection, the prohibition of production, or delay in its supply chain of raw material or component importing.