



Terms & Conditions

We thank you for choosing Kloppenberg Products, LLC for your ice storage and transport needs.

NEW CUSTOMERS

Welcome to Kloppenberg! In order to submit your first order for a Kloppenberg ice bin, please provide the following information:

New Customer Application Packet

1. Account Contact Form
2. W-9
3. Tax-Exemption Certificate(s)

New Customer Set up Process

1. Using information provided on Account Contact Form, Kloppenberg Products will run a credit check through Dun and Bradstreet.
2. Using the generated report:
 - a. Your business will be approved or denied TERMS
 - b. Your business will be provided a credit amount
3. Kloppenberg Products will send you Welcome Letter with these details

PLACING AN ORDER

1. **ALL Purchase Orders Must Include:**
 - a. Unique PO Number
 - b. Billing and Shipping Addresses
 - c. Freight method (PP&A, 3rd Party, etc)
 - d. Ice machine information (Make & Model)
 - e. Customization and/or modifications, if applicable
 - f. Any special instructions/details for the production or order
2. **Acknowledgements:** Once accepted, Kloppenberg will confirm the Customer's order via email. Customer is responsible for reviewing Acknowledgement and notifying Kloppenberg of any discrepancies.

Please note that the Acknowledgement is considered a contractual document & indicates acceptance of Kloppenberg Terms & Conditions

3. **Change Orders:** Changes to an order after the order has been Acknowledged may be subject to additional costs and administrative fees. Kloppenberg reserves the right to refuse requested changes.
 - a. Cost of the change order will be based on your order's production status, and whether it is a "Stock" or "Customized" product



PAYMENT & TERMS

1. Generally, Net 30 Day terms are extended to customers with approved credit applications.
2. Advance payment is required for orders without terms.
3. Kloppenberg reserves the right to deny and withdraw credit terms at the company's discretion and without cause.
4. Past Due invoices will attract a 1.5% per month interest charge.

Accepted Methods of Payment

1. **ACH Bank Transfers** are **preferred** and can be initiated from the emailed invoice.
2. **Checks** are an accepted form of payment for all ISE Storage Bin orders.
3. **Credit Cards** are accepted without processing fees for all orders < \$2500
4. **Credit Cards** are accepted with a 3% processing fee for all orders > \$2500

PARTS

Parts for Kloppenberg Products

Kloppenberg is proud to offer high quality OEM replacement parts for Kloppenberg products. Our website (www.kloppenberg.com) offers a wide variety of resources for its customers to service and maintain our products. When OEM replacement parts are required, we make it easy for our customers to troubleshoot, identify and order parts on our website. Our product pages contain specification information and exploded views to help customers determine which parts are needed for their ice bins and machines.

1. Parts orders must be placed online at www.kloppenberg.com/parts and must be paid via credit card at checkout.
2. Wholesale/stock orders for parts may be placed with our sales department, please contact sales@kloppenberg.com to inquire.
3. Parts must be returned within 30 days of receipt and will incur a 20% restocking fee upon return to the factory. Parts must be received in "as new" condition to receive the 80% refund.
 - a. Original shipping cost will not be refunded
 - b. Return shipping cost will be paid for by customer

FREIGHT POLICY

Customer arranges shipping - FOB Origin

- Responsibility for shipping, shipping costs, damage or loss is the buyer's.
- Kloppenberg will liaise directly with 3rd party freight carriers to facilitate pickup and loading of shipments.
- **Kloppenberg encourages customers to insure their shipments at full replacement cost when arranging 3rd party carriers.**

Customer pays Kloppenberg to arrange shipping - FOB Destination

- Responsibility for shipping, shipping costs, damage or loss is the seller's.

Shipping instructions are not specified

- the order will be shipped bestway-prepaid & add/**FOB Destination**.
- **Customer agrees to all freight charges**, this includes any accessorial charges that may apply i.e., Delivery appointments, lift gates etc. Kloppenberg will insure FOB Destination shipments.

International shipments

- INCOTERMS EX-WORKS.

Residential shipments are not available.



ACCEPTING FREIGHT

Customer or Customer's agent is responsible for inspecting and noting any damage on the shipment Bill of Lading (BOL)/Freight receipt at the time of delivery.

- **Absence of noted damage or concealed damage indicates acceptance of the product in good condition.**
- **Shipments accepted without noted damage on the Bill of Lading cannot be submitted for reimbursement or replacement via Freight Claim.**

FREIGHT CLAIM POLICY

Damaged Shipment

- **Kloppenberg must be notified within 24 hours of delivery/attempted delivery**
- If shipment is accepted, customer must provide:
 - BOL with noted damage
 - Pictures of damage
- If shipment is refused, customer must provide:
 - Pictures of damage(s) visible at time of attempted delivery.

PP&A Shipments

- Kloppenberg will initiate the freight claim with the carrier.
- Customer or Customer's agent must provide the following:
 - Customer PO number and Serial # from unit
 - Copy of BOL/Freight receipt with notation of damage
 - Clear pictures to sufficiently document damage
 - Any notes material to the claim

3rd Party/Collect Shipments

- Customer is responsible for filing freight claim with their carrier
 - Kloppenberg will assist with documentation or information as needed to facilitate claim.
 - Kloppenberg is without authority to liaise with the Customer's freight carrier.
- **Customer remains responsible for invoiced amounts for units shipped FOB Origin.**

REPAIR/REPLACEMENT

Kloppenberg will review all photos of damage and provide Customer with advisable course of action within 2 business days.

When the unit can be repaired

- Customer will return the unit to Kloppenberg's facility at Customer's expense.
 - Units refused by Customer at time of delivery will be automatically returned to Kloppenberg by the freight carrier.
- Once returned to Kloppenberg it will be inspected, the Customer will be provided a time/cost estimate to repair the unit.
- Customer will approve the repair and Kloppenberg will provide documentation of the repair cost(s) to substantiate the Customer's freight claim.
- Once the repair is completed, the unit will be shipped to the Customer.

If the damaged unit is not able to be repaired, Kloppenberg will inform the customer and advise of the availability for a replacement unit. Customer will be required to place a new PO for the replacement unit and will be invoiced under this new PO. Kloppenberg will provide documentation for this replacement to substantiate Customer's freight claim.



Returning/Restocking Policy

Stock Units

Unit must be returned within 30 days of receipt and will incur a 20% restocking fee upon return to the factory. Unit must be received in "as new" condition to receive the 80% refund.

- a. Original shipping cost will not be refunded
- b. Return shipping cost will be paid for by customer

Custom Units

Units are nonrefundable but may be sold on consignment per Kloppenberg's discretion.

Warranty

Product Registration

All units must be registered at <https://www.kloppenberg.com/warrantyregistration> upon install for warranty to be valid.

Product User Manuals

Utilization of a Kloppenberg Ice Storage Bin or Transport System outside of its intended application will render warranty NULL and VOID.

Custom Modifications

Any aftermarket custom modifications render warranty NULL and VOID.

Warranty Claims

All claims, parts and labor must be submitted for approval prior to work being conducted for claim to be covered.

1. Submit claims to Sales@Kloppenberg.com