

Klippenstein Corporation



Acceptance of Purchase Order and/or placement of order constitutes acceptance of these Terms and Conditions

1. Our service technicians are available to help our customers obtain the best results from our products. Recommendations are based on tests and information believed to be reliable. However, we have no control over the conditions under which our products are transported to, stored, handled, or used by Purchasers and in any event all recommendations and sales are made on the conditions that Klippenstein Corporation will not be held liable for any damages resulting from their use. No representative of ours has any authority to waive or change this provision.
2. Seller's maximum liability for any damage due to failure of the products to meet specifications, defects, loss or damage to the product, failure to ship or damage or injury caused by the products, shall be limited to replacement of non-conforming products shipped. In no event shall the Seller be liable for special, incidental or consequential damages.
3. Any purchase order issued in response to this offer to sell is considered to be Buyer's acceptance of *Seller's Terms and Conditions of Sale*. Seller hereby objects to any additional, different or conflicting terms or conditions set forth in Buyer's purchase order. No terms, provisions or conditions on Buyer's purchase order shall be effective unless expressly accepted in writing by Seller.
4. Prices are exclusive of all federal, state, municipal or other government excise, sales, use, occupation or like taxes now in force or enacted in the future. Seller does not report, pay or collect any tax, which may be imposed upon the Buyer with the exception of state sales taxes where applicable, in which event it will be shown as a separate item on the invoice. Handling charges may apply on all orders including Freight Collect shipments.
5. Delivery will be made F.O.B. the manufacturing plant unless other arrangements are made in the purchase order. The time of delivery is when the product is picked up by the common carrier. Seller shall not be liable for any loss, damage or penalty resulting from delay in delivery when such delay is due to cause beyond control of the Seller. In any event the delivery date shall be deemed extended for a period equal to the delay.
6. Buyer's requested delivery delay on an order will not be effective unless covered by a written amendment to the order that provides for the payment of any agreed upon cost associated with the delay imposed on Seller and is signed by a duly authorized representative of Seller. It is further agreed and understood that although delay in delivery may be in effect, Buyer will pay for goods on the time basis had the goods actually been delivered on the original delivery date.
7. Inspection and acceptance shall be at the point of destination or other arrangement (FAT) specified in the purchase agreement. Any damage should be noted at time of delivery to the carrier. Any carton that appears tampered with should be noted to the carrier at the time of delivery. Any shortage requires notification to Klippenstein Corporation within five (5) business days with original carton and packaging materials. No consideration will be given for any shortage claim if made later than five (5) business days or without all original packaging materials.
8. In the absence of specific shipping instructions, Seller will ship by method it deems most advantageous. Transportation charges will be the responsibility of the Buyer.
9. Packaging, unless otherwise specified, shall be of commercial kind. When special or export packaging is requested or in the opinion of the Seller, required under the circumstances, the cost the same, if not set forth on the invoice, shall be separately invoiced.
10. Terms: Seller's payment and deposit terms are set forth in the quotation provided to the Buyer. Invoices not paid in the time designated in the Seller's quotation will be considered overdue. Seller reserves the right to refuse orders, establish C.O.D., cash in advance terms at the Seller's discretion. Seller maintains ownership of products until debt has been paid in full. In the event of default by Buyer to pay said debt, Buyer agrees to allow Seller to repossess said products on Buyer's premises.
11. Warranty information is detailed in a separate document and available upon request. Seller does not warrant beyond manufacturer's warranty on equipment and or parts.
12. Returns for credits require a Return Authorization Number prior to returning to Seller. It is at Seller's discretion to accept goods for return. Goods are subject to a restocking charge based on type of goods, plus transportation and or repair costs. ***Special products built to Buyer's specifications are not subject to return for credit.***
13. This agreement is made in, governed by and shall be construed in accordance with the laws of the State of California.
14. Errors and omissions due to stenographic and clerical errors are subject to corrections.
15. These terms and conditions are in effect as of September 18, 2019 and supersede any and all previous terms and conditions.

5399 So Villa Ave
Fresno, CA 93725-8903
559-834-4258
www.klippenstein.com