

## Conditions of Sale

### Returns

Stock items can be returned within 30 days provided:

*Written consent is obtained.*

*Material is in new condition.*

*Transportation is prepaid and insured.*

A 15% restocking and inspection charge will apply to such returns. Custom-built equipment is not returnable.

### Terms

Our standard terms are net 30 days to customers who have previously established open account status with us. Invoices that are not paid on time are subject to a service charge of 1.5% per month.

If you do not have an account with us, all goods will be shipped C.O.D. unless a credit card is used. We will accept VISA or MasterCard for payment on smaller orders.

Orders for custom products must be accompanied by a 1/3 deposit. An additional 1/3 is due when the order is ready to ship. The final 1/3 will be handled based on the customer's credit status.

### Claims for Damages & Shortages

All products are tested and inspected and carefully packaged for shipment. For your protection, carefully inspect your Klann shipment before accepting it. If there is visible evidence of damage and/or shortage, note it on the freight bill and have the driver acknowledge it.

Open and thoroughly inspect all shipments within 24 hours of receipt whether there is visible damage or not. If your inspection reveals concealed damage, ICC regulations require that you notify the delivering carrier within 15 days of receipt (not discovery). Keep the product intact in the original cartons until the carrier sends someone to inspect it. Please understand that you are responsible for filing a claim for damages with the carrier.

### For UPS shipments

Open and thoroughly inspect all shipments within 24 hours of receipt whether there is visible damage or not. If your inspection reveals damage you must notify Klann and UPS within 15 days. Klann will file the claim. Keep the product intact in the original carton(s) with packing until UPS sends someone to inspect it.

### Routing

If possible, include shipping instructions with each order. We will not be responsible for any loss or liability arising from misdelivery in the absence of clear and appropriate shipping instructions.

### Cancellation of Orders

Orders once entered can be canceled only by written notice and are subject to the payment of all costs, overhead and profit that shall have accrued through the date of our receipt of such notice.

### Minimum Order

Please see our Price List.

### Applicable Law

Venue for all actions arising under this contract shall be exclusively in the courts of the Commonwealth of Virginia located in Waynesboro, Virginia, or in the Federal Court located in Harrisonburg, Virginia, and all parties hereby consent and submit to the jurisdiction of said courts.

This contract and duties of the seller and the buyer will be governed by the laws of the Commonwealth of Virginia.

In case any part of or all of one or more of the provisions contained in this contract shall for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision or part thereof and this contract shall be construed as if such invalid, illegal, or unenforceable provision or part thereof had never been contained herein.