

CLEMENS

FOOD GROUP

CLEMENS FOOD GROUP EXTERNAL CLAIMS & DEDUCTION POLICY



Purpose

To provide guidelines for customer claims or invoice adjustments related to pricing, shipment discrepancies, or approved promotions from Clemens Food Group, LLC ("CFG").

Claims Related to Shipment Discrepancies

Shipment discrepancies may include, but are not limited to:

- Quantity and weight differences;
- Quality issues;
- Incorrect product; or
- Damaged product

All product claims must be submitted to CFG within 24 hours from receipt of the product, unless otherwise superseded by a separate formal agreement between the parties. All claims must be approved prior to invoice credit/deduction taken by customer. At the time of delivery, CFG will not accept product returns for current or past orders. Exceptions may be considered on a situational basis.

Customer must report product claims through one of the following methods:

- Completion of Product Claims Form included in this document. Completed forms must be submitted to the assigned Customer Experience Specialist via email or fax at 215-368-3018. If you do not know your representative contact information, please reach out to Maria Roselli at mroselli@clemensfoodgroup.com.
- Call the Customer Experience Specialist Center at 1-800-523-5291, Extension 8320
- The following information must be provided for all product claims:
- PO number or Clemens Order number;
- Product codes and quantity requested;
- Product date codes;
- Product temperatures, if related to claim issue;
- Proof of Delivery (packing slip); and
- Pictures of materials, required for damage or quality issues.

Customer Experience Specialist will communicate all claims to the appropriate department for authorization prior to credit issuance. If product must be returned to CFG, the Customer Experience Specialist will schedule a pick up time with the customer. CFG will strive to resolve the claim within seven (7) business days of receipt of the Product Claim Form (or call into the Customer Experience Center). The customer will receive confirmation of whether the claim is approved or denied in the same manner that invoices are received. Customer claims may not be deducted from invoice payments until claim resolutions have been approved and issued. If the customer fails to pay the invoice in full or on time, CFG reserves the right to hold customer orders until their account is in good standing.

CFG reserves the right to inspect the product at the customer's facility to verify the claim. Nuisance fees (such as deduction processing fees, late trucks, detention charges, etc) will not be accepted, except where prior arrangements have been made with the customer. CFG will not be responsible for loss or damage during shipment of F.O.B loads.



Claims Related to Pricing Discrepancies

Customers should report pricing discrepancies at the time of order confirmation, if identified, to the Customer Experience Specialist. Pricing will be updated on the order as necessary prior to shipment and a new order confirmation will be generated.

If pricing discrepancies are not identified at the time of order confirmation, customer must report pricing discrepancies upon receipt of the invoice. All pricing claims must be approved prior to credit issuance.

Customer must report pricing claims through one of the following methods:

- Completion of Product Claims Form included in this document. Completed forms must be submitted to the assigned Customer Experience Specialist via email or fax at 215-368-3018. If you do not know your representative contact information, please reach out to Maria Roselli at mroselli@clemensfoodgroup.com.
- Call the Customer Experience Specialist Center at **1-800-523-5291 Extension 8320**

The following information must be provided for all product claims:

- Price List, if applicable; and
- Written pricing agreement, including any email communications

Once the discrepancy is reviewed and approved, a claim status memo will be issued including the amount of credit issued to the customer. Customers may then deduct the credit from the amount due in their next invoice payment. Customer may not deduct from invoice payments until a claim approval has been approved.

Promotion Claims

Customer sales promotions may include rebates or invoice discounts based on product eligibility, quantity purchased, and purchasing timing.

CFG will allow customers to deduct trade promotions from invoice payments within the following guidelines:

- At the time of deduction, customer must submit the following documentation requirements:
 - Valid contract;
 - Proof of purchase (Bill backs and Scan backs);
 - Physical advertisement, if applicable; and
 - Any other supporting documentation

Documentation must be submitted to either sfinance@clemensfoodgroup.com or mailed to: Attention of Sales Finance at 2700 Clemens Road, P.O Box 902, Hatfield, PA 19440. All documentation submitted to sales finance will be reviewed for accuracy pertaining to the corresponding promotion.



Customer Repayment Policy

CFG will pursue repayment of deductions if a customer is unable to provide proper and valid supporting documentation or if a claim deduction is determined to be unauthorized, as deemed in the policy. The customer will be notified by receipt of a repayment notification indicating the dollar amount and reason. Immediate repayment of the unauthorized deduction will be due upon receipt of the notification. Failure to repay the unauthorized deduction may result in CFG withholding customer orders until the account is brought into good standing.

Questions regarding repayment should be directed to the associated customer Sales Business Manager.

PLEASE NOTE: CFG's Claims & Deduction Policy is designed to be fair to both our Customer and CFG. Failure to comply with policy guidelines may result in penalties, including but not limited to:

- Product flow disruption until both parties reach a mutual agreement.
- Dissolution of business relationship.

Further, CFG reserves the right to amend or modify this Policy at its sole discretion without notice.

