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PURCHASE ORDER TERMS AND CONDITIONS

IMPORTANT – PLEASE READ CAREFULLY

You and your authorized representatives (collectively “**Customer**”) and KUS USA, Inc., a Florida corporation (“**KUS**”) agree to the purchase and sale of the products described in the purchase order in accordance with the terms and conditions set forth herein (the “**Terms and Conditions**”). Any purchase and sale transactions entered into by KUS are conditional upon the acceptance and assent to these Terms and Conditions by Customer. KUS may change the Terms and Conditions from time to time at its discretion.

1. **Acceptance by Customer.** As a condition to the acceptance of the purchase order, Customer agrees to all of the Terms and Conditions contained herein. All sales by KUS to Customer shall be governed by these Terms and Conditions, as they are made a part of and incorporated into all purchase orders, agreements, and purchase and sale documents. These Terms and Conditions may not be altered, modified, or rejected by any subsequent writings of Customer, unless KUS agrees to such alteration, modification, and/or rejection in writing.
2. **Prices and Payment.** A quotation given by KUS to Customer shall not constitute a binding offer. The price of the products shall be set forth on the purchase order to which these Terms and Conditions are attached. KUS may correct any typographical or other errors in pricing set forth on the purchase order. Unless otherwise indicated, prices listed do not include taxes, duties, or other governmental impositions; and if KUS is subsequently required to pay such taxes, duties, or other governmental impositions related to the products sold, Customer shall reimburse KUS accordingly. Unless otherwise agreed to by KUS, Customer shall make all payments in U.S. Dollars by wire transfer or immediately available and cleared funds.
3. **Terms.** Customer shall pay KUS the agreed upon price pursuant to the terms set forth on the purchase order. For all transactions, the payment term for all order shall be the lesser of (i) 30 days or (ii) the number of days set forth on the purchase order.
4. **Shipping and delivery.** KUS shall ship and deliver all products pursuant to the delivery method and estimated time of delivery set forth on the purchase order. All delivery times provided to Customer are estimates only, and may be subject to change due to factors beyond KUS’s control. KUS is not responsible for any delivery delays.
5. **Interest, Late Charges, and Costs of Collection.** In the event that Customer fails to make timely payments pursuant to these Terms and Conditions, KUS has the right to charge Customer a late fee in the amount equal to the lesser of (i) five percent (5%) of the total amount due on the purchase order, or (ii) maximum amount permitted by applicable law. KUS shall also have the right to charge interest on any unpaid amounts, from the first day that said unpaid amounts are overdue, at the rate which is the lower of (i) eighteen percent (18%) per annum or (ii) maximum rate permitted by applicable law, until all of the unpaid amounts are paid in full. In the event that KUS incurs any fees, costs, and/or expenses related to the collection of the amounts due, Customer shall be fully liable for such fees, costs, and/or expenses, including, but not limited to, attorney’s fees and court costs.
6. **Inspection and Returns.** Customer agrees to inspect products purchased from KUS as expeditiously as possible, but in no event more than 30 days after the receipt thereof (the “**Inspection Period**”). Customer shall promptly notify KUS prior the expiration of the Inspection Period, then the subject products shall be deemed to have been accepted by Customer, and Customer shall be bound to accept and pay for subject products. In the event that Customer is not satisfied with any of the products, Customer shall promptly notify KUS in writing prior to the end of the Inspection Period. KUS shall endeavor to work with Customer to resolve any issues Customer raises during the Inspection Period, and KUS, at its discretion, may accept return of products delivered, or offer refunds and/or credits to Customers. In the event that Customer requests a return or returns any products purchased from KUS due to Customer’s failure to properly select the size or type of the products, then KUS shall charge a re-stocking fee of 20%.

7. Limited Warranty. Unless otherwise specified in the purchase orders or otherwise agreed to by KUS in writing, as to the products sold by KUS, KUS hereby warrants and represents that the products sold by KUS shall be free from defects in manufacturing and material under normal use for a period of one (1) year from date of delivery (the “**Warranty Period**”). During the Warranty Period, KUS warrants that all products purchased hereunder will be free from defects in design, material, and workmanship, will conform to provided specifications, and will be merchantable. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF KUS, AND KUS NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH THE PRODUCTS. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. . OTHER THAN AS SET FORTH IN THIS PROVISION, KUS HEREBY EXPRESSLY DISCLAIMS ALL WARRANTIES. If Customer believes that any products sold by KUS are in breach of the foregoing warranty, Customer shall promptly notify KUS and cooperate with KUS in determining whether the alleged products have any defects in materials and workmanship. Customer must immediately upon becoming aware of the circumstances giving rise to a claim under the provision, notify KUS in writing setting forth the particulars of the claim. If KUS, in its reasonable discretion, determines that the products are in breach of the warranty provided herein, KUS shall, at its discretion or at Customer’s selection, (a) give Customer a credit for the amount paid for the subject products, (b) provide Customer with a replacement of the products, or (c) refund Customer the amounts paid by Customer for the products.

8. Installation, Modification, and Limited Warranty. The improper installation of any products, any incorrect use of KUS’s products for purposes not designed for said use, and/or any failure to adhere to the instructions of KUS shall automatically void any warranties contained herein. Furthermore, there shall be no warranties of any type for products which (i) have been altered, modified, changed, reworked, or replaced in a manner not approved by KUS or not intended for the product’s use, or (ii) have been subject to abuse, neglect, or damage from an accident, or from intentional acts.

9. Limitations of Customer’s Remedies. EXCEPT TO THE EXTENT EXPRESSLY PROHIBITED BY FLORIDA LAW, IN THE EVENT THAT KUS’S PUBLISHED WARRANTY OR ANY OTHER OBLIGATION OF THE KUS APPLICABLE TO THE PRODUCTS FAILS OF ITS ESSENTIAL PURPOSE, CUSTOMER’S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM, WHETHER FOR BREACH OF CONTRACT OR WARRANTY, OR NEGLIGENCE OR OTHER TORT, OR OTHERWISE, SHALL BE RETURN FOR CREDIT FOR SO MUCH OF THE PURCHASE PRICE AS IS APPLICABLE TO THE PRODUCTS WHICH ARE NONCONFORMING OR DEFECTIVE. KUS SHALL HAVE NO LIABILITY WHATSOEVER, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE, OR OTHERWISE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES.

10. Modifications. These Terms and Conditions may be amended only by written agreement(s) executed by both Customer and KUS. Any terms proposed by Customer inconsistent with or in addition to the terms provisions contained herein shall be null and void and of no effect, unless KUS specifically agreed to such provisions in writing.

11. Limitation of Damages. NOTWITHSTANDING ANYTHING PRECEDING TO THE CONTRARY, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES OR DAMAGES FOR LOST PROFITS, WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE, AND REGARDLESS OF WHETHER A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE.



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12. Intellectual Property Rights. Customer acknowledges and agrees that Customer does not have any claims or rights to the intellectual property of the products sold by KUS. Customer shall not apply for registration or use of any intellectual property substantially similar with any intellectual property used by the products sold by KUS.

13. Indemnification. To the fullest extent permitted by applicable law, Customer shall defend, indemnify, and hold harmless KUS and its affiliates from and against any and all claims, demands, actions, causes of action, damages, losses, costs, and expenses (including attorney's fees and litigation expenses) resulting from, arising out of, or in connection with (a) any negligence, recklessness, or intentional misconduct by Customer, and/or (b) any breach by Customer of any Terms and Conditions herein.

14. Choice of Law and Venue. This Agreement shall be governed by and construed under the laws of the State of Florida, excluding choice of law principles. Customer and KUS consent to the exclusive jurisdiction of the state and Federal courts in Broward County, Florida.

15. Waiver of Jury Trial. CUSTOMER AND KUS EXPRESSLY WAIVE ANY AND ALL RIGHTS TO JURY TRIAL FOR ANY LAWSUIT, LITIGATION, OR COURT PROCEEDINGS ARISING OUT OF, OR RELATING TO, THESE TERMS AND CONDITIONS.

16. Notices. Any notice required under these Terms and Conditions shall be given in writing and by certified mail, overnight delivery, or in person to KUS at KUS's principal place of business; if notice is given by facsimile or electronic mail, the notice shall be deemed received only upon KUS's confirmation of receipt.

17. Severability. In the event that any one or more of the provisions contained herein shall for any reason be held to be invalid, illegal, or unenforceable in any respect in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other provision of these Terms and Conditions in any other jurisdiction, but this Agreement shall be reformed and construed in any such jurisdiction as if such invalid or illegal or unenforceable provision had never been contained herein and such provision shall be reformed so that it would be valid, legal, and enforceable to the maximum extent permitted in such jurisdiction.

18. Captions. The captions used in the purchase order are for convenience of reference only and in no way define or limit the scope or intent of the purchase order or any provision thereof.

Customer has received, reviewed, and agreed to the Purchase Orders Terms and Conditions set forth herein, and these Terms and Conditions shall be applicable to all purchase orders by and between Customer and KUS on or after January 1, 2017.