

**KUS USA, INC.
TERMS OF USE**

Last revised: March 10, 2020

1. Acceptance of the Terms of Use

These terms of use are entered into by and between you and KUS USA, Inc. ("KUS," "we," or "us"). The following terms and conditions (these "Terms of Use") govern your access to and use of <https://www.kus-usa.com> formerly located at <http://www.wemausa.com/>, and all other sites, pages, and content operated, owned, and/or provided by KUS or on its behalf (collectively, the "Website").

Please read these Terms of Use carefully before you start to use the Website. By using the Website, you accept and agree to be bound and abide by these Terms of Use and our Privacy Notice, incorporated herein by reference. If you do not want to agree to these Terms of Use or the Privacy Notice, you must not access or use the Website.

This Website is offered and available to users who are:

- 18 years of age or older
- Residents of the United States of America

By using this Website, you represent and warrant that you meet the above eligibility requirements. If you do not meet all of these requirements, you must not access or use the Website.

2. Changes to the Terms of Use

We may revise and update these Terms of Use from time to time in our sole discretion. All changes are effective immediately when we post them, and apply to all access to and use of the Website thereafter.

Your continued use of the Website following the posting of these or revised Terms of Use means that you accept and agree to the Terms, as posted. You are expected to check this page from time to time when you access this Website so you are aware of any changes, as they are binding on you.

3. Accessing the Website and Account Security

We reserve the right to withdraw or amend this Website, and any service or material we provide on the Website, in our sole discretion and without notice. We will not be liable if, for any reason, all or any part of the Website is unavailable at any time or for any period. From time to time, we may restrict access to some parts of the Website, or the entire Website, to users.

To access the Website or some of the resources it offers, you may be asked to provide certain information. It is a condition of your use of the Website that all the information you provide on the Website is correct, current, and complete. You agree that all information you provide to this Website or otherwise, including but not limited to through the use of any interactive features on the Website, is governed by our Privacy Notice, and you consent to all actions we take with respect to your information consistent with our Privacy Notice.

4. Intellectual Property Rights

The Website and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, audio, and the design, selection, and arrangement thereof) are owned by KUS, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws.

These Terms of Use permit you to use the Website for your business use only. You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Website, except as follows:

- Your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials.
- You may store files that are automatically cached by your Web browser for display enhancement purposes.
- You may print one copy of a reasonable number of pages of the Website for your own personal, non-commercial use and not for further reproduction, publication, or distribution.
- You may download and edit certain informational posts and documents for distribution consistent with the purpose of promotion and in accordance with the instructions found on the Website.
- If we provide social media features with certain content, you may take such actions as are enabled by such features.

You must not:

- Modify copies of any materials from this site.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.
- Access or use for any commercial purposes, other than as expressly authorized by us, any part of the Website or any services or materials available through the Website.

If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Website in breach of the Terms of Use, your right to use the Website will stop immediately. No right, title, or interest in or to the Website or any content on the Website is transferred to you, and all rights not expressly granted are reserved by KUS. Any use of the Website not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

Our name, logo, and all related names, logos, product and service names, designs, and slogans constitute trademarks and other intellectual property of KUS or its affiliates or licensors. You must not use such marks without the prior written permission of KUS. All other names, logos, product and service names, designs, and slogans on this Website are the trademarks of their respective owners.

5. Prohibited Uses of Website

You may use the Website only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Website:

- In any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries).

- For the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise.
- To send, knowingly receive, upload, download, use, or re-use any material that does not comply with the Content Standards set out in Section 7 of these Terms of Use.
- To transmit, or procure the sending of, any advertising or promotional material, including any “junk mail,” “chain letter,” “spam,” or any other similar solicitation.
- To impersonate or attempt to impersonate KUS, one of its employees, another user, or any other person or entity (including, without limitation, by using email addresses associated with any of the foregoing).
- To engage in any other conduct that restricts or inhibits anyone’s use or enjoyment of the Website, or which, as determined by us, may harm KUS or users of the Website or expose them to liability.

Additionally, you agree not to:

- Use the Website in any manner that could disable, overburden, damage, or impair the Website or interfere with any other party’s use of the Website, including their ability to engage in real time activities through the Website.
- Use any robot, spider, or other automatic device, process, or means to access the Website for any purpose, including monitoring or copying any of the material on the Website.
- Use any manual process to monitor or copy any of the material on the Website or for any other unauthorized purpose without our prior written consent.
- Use any device, software, or routine that interferes with the proper working of the Website.
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful.
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Website, the server on which the Website is stored, or any server, computer, or database connected to the Website.
- Attack the Website via a denial-of-service attack or a distributed denial-of-service attack.
- Otherwise attempt to interfere with the proper working of the Website.

6. User Contributions

The Website may contain various interactive features at any given time (collectively, “Interactive Features”) that allow users to post, submit, publish, display, or transmit to other users or other persons (hereinafter, “post”) content or materials (collectively, “User Contributions”) on, from, or through the Website.

All User Contributions must comply with the Content Standards listed in Section 7 of these Terms of Use. Any User Contribution you post to the site will be considered non-confidential and non-proprietary, including user and product reviews and questions. By providing any User Contribution on the Website, you grant us and our affiliates and service providers, and each of their and our respective licensees, successors, and assigns, the perpetual and irrevocable right and license to use, reproduce, modify, perform, display, distribute, and otherwise disclose to third-parties any such material for any purpose, without notice, attribution, or compensation to you.

You represent and warrant that:

- You own or control all rights in and to the User Contributions and have the right to grant the license granted above to us and our affiliates and service providers, and each of their and our respective

licensees, successors, and assigns.

- All of your User Contributions do and will comply with these Terms of Use.

You understand and acknowledge that you are responsible for any User Contributions you submit or contribute, and you, not KUS, have full responsibility for such content, including its legality, reliability, accuracy, and appropriateness.

We are not responsible or liable to any third-party for the content or accuracy of any User Contributions posted by you or any other user of the Website.

7. Content Standards

These content standards (“Content Standards”) apply to any and all User Contributions and use of Interactive Features. User Contributions must in their entirety comply with all applicable federal, state, local, and international laws and regulations. Without limiting the foregoing, User Contributions must not:

- Contain any material that is defamatory, obscene, indecent, abusive, offensive, harassing, violent, hateful, inflammatory, or otherwise objectionable.
- Promote sexually explicit or pornographic material, violence, or discrimination based on race, sex, religion, nationality, disability, sexual orientation, or age.
- Infringe any patent, trademark, trade secret, copyright, or other intellectual property or other rights of any other person.
- Violate the legal rights (including the rights of publicity and privacy) of others or contain any material that could give rise to any civil or criminal liability under applicable laws or regulations or that otherwise may be in conflict with these Terms of Use and our Privacy Notice.
- Be likely to deceive any person.
- Promote any illegal activity, or advocate, promote, or assist any unlawful act.
- Cause annoyance, inconvenience, or needless anxiety or be likely to upset, embarrass, alarm, or annoy any other person.
- Impersonate any person, or misrepresent your identity or affiliation with any person or organization.
- Involve commercial activities or sales, such as contests, sweepstakes, and other sales promotions, barter, or advertising.
- Give the impression that they emanate from or are endorsed by us or any other person or entity, if this is not the case.

8. Monitoring and Enforcement; Termination

We have the right to:

- Remove or refuse to post any User Contributions for any or no reason, in our sole discretion.
- Take any action with respect to any User Contribution that we deem necessary or appropriate in our sole discretion, including if we believe that such User Contribution violates the Terms of Use, including our Content Standards (see [Section 7](#) of these Terms of Use), infringes any intellectual property right or other right of any person or entity, threatens the personal safety of users of the Website or the public, or could create liability for KUS.
- Disclose your identity or other information about you to any third-party who claims that material posted by you violates their rights, including their intellectual property rights or their right to privacy.
- Take appropriate legal action, including without limitation, referral to law enforcement, for any

illegal or unauthorized use of the Website.

- Terminate or suspend your access to all or part of the Website for any violation of these Terms of Use.

Without limiting the foregoing, we have the right to cooperate fully with any law enforcement authorities or court order requesting or directing us to disclose the identity or other information of anyone posting any materials on or through the Website. YOU WAIVE AND HOLD HARMLESS KUS AND ITS AFFILIATES, LICENSEES, AND SERVICE PROVIDERS FROM ANY CLAIMS RESULTING FROM ANY ACTION TAKEN BY ANY OF THE FOREGOING PARTIES DURING, OR TAKEN AS A CONSEQUENCE OF, INVESTIGATIONS BY EITHER SUCH PARTIES OR LAW ENFORCEMENT AUTHORITIES.

However, we cannot review all material before it is posted on the Website, and cannot ensure prompt removal of objectionable material after it has been posted. Accordingly, we assume no liability for any action or inaction regarding transmissions, communications, or content provided by any user or third-party. We have no liability or responsibility to anyone for performance or nonperformance of the activities described in this Section.

If you believe that any User Contributions or other content on the Website violates your copyright or other intellectual property rights, please notify us through the contact information provided in [Section 19](#) of these Terms of Use.

9. Reliance on Information Posted

The information presented on or through the Website is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Website, or by anyone who may be informed of any of its contents.

This Website may include content provided by third-parties, including materials provided by other users and retailers. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by KUS, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of KUS. We are not responsible, or liable to you or any third-party, for the content or accuracy of any materials provided by any third-parties.

10. Linking to the Website and Social Media Features

If appropriate, you may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it, but you must not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part.

This Website may provide certain social media and other Interactive Features that enable you to:

- Link from your own or certain third-party websites to certain content on this Website.
- Send emails, posts, or other communications with certain content, or links to certain content, on this Website.
- Cause limited portions of content on this Website to be displayed or appear to be displayed on your own or certain third-party websites.

You must not cause the Website or portions of it to be displayed on, or appear to be displayed by, any other site, for example, framing, deep linking, or in-line linking. You agree to cooperate with us in causing any unauthorized framing or linking immediately to stop. We reserve the right to withdraw linking permission without notice.

You must not take any action with respect to the materials on this Website that is inconsistent with any other provision of these Terms of Use. We may disable all or any social media features and any links at any time without notice in our discretion.

11. Links from the Website and Other Terms and Conditions

The Website may contain links to other sites and resources provided by third-parties, and these links are provided for your convenience only. We have no control over the contents of those sites or resources, and we accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any of the third-party websites linked to this Website, you do so entirely at your own risk and subject to the terms and conditions of use for such third-party websites.

12. Purchases and Transactions

All purchases and transactions through or relating to the Website are subject to these Terms of Use and may be further subject to our Purchase Order Terms and Conditions, another agreement between you and KUS, and/or the terms and conditions imposed by the third-party facilitating the transaction. You should review all applicable terms and conditions imposed by us or third-parties before conducting a transaction.

KUS shall automatically charge and withhold the applicable sales tax as required by U.S. law for orders to be delivered to addresses within the state of Florida.

Excluding weekends and holidays, KUS endeavors to process orders within 24-48 hours of receipt. Packages requested for next day, 2nd day, 3rd day A.M. delivery or international shipment may incur extra shipping charges. In such cases, KUS will notify customer. We cannot guarantee when an order will arrive and you acknowledge and agree that any shipping or transit time offered to you by KUS or other parties as only an estimate. We encourage you to order in a timely fashion to avoid delays caused by shipping or product availability.

KUS shall have the right to refuse or cancel any orders placed for products listed at the incorrect price on the Website or elsewhere due to a typographical error or an error in pricing information received from our suppliers. If your credit card has already been charged for the purchase and your order is canceled, KUS shall promptly issue a credit to your credit card account in the amount of the incorrect price.

All returns must be requested from KUS within thirty (30) days of shipment from KUS using the contact information below, and must be unused, serviceable, and received by KUS within thirty (30) days of the Return Goods Authorization (or "RGA") number assignment or other return request process. KUS reserves the right to assess a restocking fee of twenty percent (20%) of the price.

Contact us regarding warranty claims or to obtain a Return Goods Authorization or other return request confirmation by phone at (954) 463-1075, and by email at or info@kus-usa.com.

13. Limited Warranties for KUS Goods and Website

As further described in a signed writing between you and KUS, certain purchasers of KUS goods of the

welded stainless steel sender line or other products may be eligible, for a period of one (1) year from purchase, for a limited warranty for freedom from defects in material and workmanship under conditions of normal use and service.

Purchasers of goods through the Website acknowledge and agree that goods consisting of sender units are not structural components, and the bottoms of all such goods must be installed ensuring that they will not come into contact with the bottom or side of any tank or compartment assembly. Installation or use of sender units in contravention of these and other provided instructions will render any and all warranties herein as void and shall further relieve KUS from any liability resulting from a departure from this or other assembly instructions provided by KUS.

You understand that we cannot and do not guarantee or warrant that files available for downloading from the internet or the Website will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY WEBSITE LINKED TO IT.

YOUR USE OF THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE IS AT YOUR OWN RISK. THE WEBSITE, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER KUS NOR ANY AFFILIATE OR PERSON ASSOCIATED WITH KUS MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE WEBSITE. WITHOUT LIMITING THE FOREGOING, NEITHER KUS NOR ANY AFFILIATE OR PERSON ASSOCIATED WITH KUS REPRESENTS OR WARRANTS THAT THE WEBSITE, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE WEBSITE OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE WEBSITE WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

TO THE FULLEST EXTENT PROVIDED BY LAW, KUS HEREBY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY WARRANTIES THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

14. Limitation of Liability

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL KUS, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR

DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE WEBSITE, ANY WEBSITES LINKED TO IT, ANY CONTENT ON THE WEBSITE OR SUCH OTHER WEBSITES, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE AND WHETHER OR NOT ANY WARRANTY APPLICABLE TO THE GOODS FAILS OF ITS ESSENTIAL PURPOSE.

THE FOREGOING DOES NOT AFFECT ANY LIABILITY THAT CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

15. Indemnification

You agree to defend, indemnify, and hold harmless KUS, its affiliates, licensors, and service providers, and its and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms of Use or your use of the Website, including, but not limited to, your User Contributions, any use of the Website's content, services, and products other than as expressly authorized in these Terms of Use or your use of any information obtained from the Website.

16. Governing Law and Venue

All matters relating to the Website and these Terms of Use and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the State of Florida without giving effect to any choice or conflict of law provision or rule (whether of the State of Florida or any other jurisdiction).

Any legal suit, action, or proceeding arising out of, or related to, these Terms of Use or the Website shall be instituted exclusively in the federal courts of the United States or state courts serving Broward County in the State of Florida. You waive any and all objections to the exercise of jurisdiction over you by such courts and to venue in such courts.

BY USING THE WEBSITE, PURCHASING GOODS FROM KUS, OR OTHERWISE AGREEING TO THESE TERMS OR OTHER AGREEMENT WITH KUS, YOU EXPRESSLY WAIVE ANY RIGHT TO A JURY TRIAL, TO JOIN OR CONSOLIDATE CLAIMS BY OR AGAINST US OR OUR SUPPLIERS, OR TO PURSUE OR PARTICIPATE IN ANY CLAIM AS A REPRESENTATIVE ACTION OR CLASS ACTION OR IN A PRIVATE ATTORNEY GENERAL CAPACITY.

17. Waiver and Severability

No waiver by KUS of any term or condition set out in these Terms of Use shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of KUS to assert a right or provision under these Terms of Use shall not constitute a waiver of such right or provision.

If any provision of these Terms of Use is held by a court or other tribunal of competent jurisdiction to be

invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms of Use will continue in full force and effect.

18. Entire Agreement

The Terms of Use and our Privacy Notice constitute the sole and entire agreement between you and us regarding the Website and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Website.

19. Your Comments and Concerns

This Website is operated by KUS USA, Inc. You may contact us by phone at (954) 463-1075, and in writing at the following address:

KUS USA, Inc.
3350 Davie Road, Suite 203
Davie, Florida 33314

All feedback, comments, requests for technical support, and other communications relating to the Website should be communicated to us via email at info@kus-usa.com.