KWCS

KEMPER WATER CONTROL SYSTEMS

Terms and Conditions

CONTROLLING PROVISIONS

These Terms and Conditions (the "**Terms**") apply to the purchase of products described in an order, quote, checkout page, invoice, or other sales document (the "**Products**") from Kemper Water Control Systems, Inc. (the "**Company**") **by an individual purchaser for personal, family, or household use** (the "**Consumer**" or "**Buyer**"). By placing an order, accepting delivery, or otherwise completing a purchase, Buyer agrees to these Terms, except to the extent prohibited by applicable consumer protection law. If any provision of these Terms conflicts with mandatory consumer rights under applicable law, those mandatory rights will control. These Terms, together with any applicable order confirmation, product warranty, return policy, and legally required disclosures provided at or before purchase, constitute the agreement between the Company and Buyer for the Products. The Company may accept, reject, or condition any order in its discretion to the extent permitted by applicable law, and no sales representative or other person is authorized to change these Terms unless the change is in writing and approved by the Company.

PRICES

Buyer shall purchase the Products at the price displayed or quoted at the time Buyer places the order, together with any applicable shipping, handling, and taxes disclosed before purchase. Prices are subject to correction for typographical or similar errors before order acceptance. If an error is discovered after Buyer places an order, the Company may notify Buyer and give Buyer the option to proceed at the corrected price or cancel the order for a refund of amounts paid. Buyer is responsible for applicable sales, use, excise, or similar taxes unless the Company is required by law to collect and remit them.

TERMS OF PAYMENT

Buyer shall pay all amounts due at the time and in the manner disclosed at checkout or in the applicable order confirmation. Payment methods may include credit card, debit card, electronic payment, or any other method accepted by the Company, and the Company may require payment authorization, verification, or additional information before accepting or fulfilling an order to the extent permitted by law. If a payment is not authorized or is later reversed, the Company may suspend fulfillment, cancel the

order, or seek payment to the extent permitted by law. Buyer will not be charged undisclosed fees. Any late-payment charges, collection costs, or similar amounts will apply only to the extent permitted by applicable law and after required notice, if any.

ORDERS

Orders are subject to acceptance by the Company. Buyer may cancel an order before it is accepted or before shipment, unless the order is for a custom, special-order, or otherwise non-returnable Product disclosed as such before purchase. After shipment, Buyer may return Products only as stated in the Company's consumer return policy and these Terms. The Company may cancel an order if a Product is unavailable, if payment cannot be processed or verified, if the order contains an error, if Buyer provides inaccurate or incomplete information, if the order appears fraudulent or unauthorized, or if cancellation is required or permitted by law. If the Company cancels an order after payment, the Company will refund amounts paid for the cancelled Products.

SHIPPING AND HANDLING

Shipping and delivery terms, including available delivery methods, estimated delivery dates, shipping charges, and any geographic restrictions, will be disclosed before purchase or in the applicable order confirmation. Delivery dates and timeframes are estimates only and are not guaranteed unless expressly stated as guaranteed in writing by the Company. Title and risk of loss pass to Buyer when the Products are delivered to the delivery address designated by Buyer, except as otherwise required by applicable law.

Buyer is responsible for providing accurate and complete shipping information, ensuring that the designated delivery address is accessible and suitable for delivery during regular business hours, and making arrangements to receive delivery at that address. If a delivery cannot be completed because Buyer provided incorrect or incomplete information, failed to accept delivery, or did not provide access to the delivery location, Buyer may be responsible for additional delivery, storage, return, or reshipment charges to the extent permitted by law and disclosed to Buyer. The Company may request payment of any such charges before attempting re-delivery of the Products to Buyer.

DELIVERY; RISK OF LOSS

The Company will package and ship Products in a commercially reasonable manner. Risk of loss passes to Buyer upon delivery to the delivery address designated by Buyer, except to the extent applicable law provides otherwise. If Products are damaged in transit, Buyer shall promptly notify the Company and preserve the Products, packaging, and shipping materials so the Company can assist with the carrier claim or provide any remedy required by law or the applicable warranty.

DELIVERY; INSPECTION

Buyer should inspect the Products promptly after delivery and notify the Company if Products are missing, damaged, defective, or different from the Products ordered. The Company will provide the remedies required by applicable law and any applicable written warranty, which may include repair, replacement, refund, or other remedy stated in the warranty or return policy.

Nothing in these Terms limits any non-waivable rights Buyer may have under applicable consumer protection, product warranty, or product liability laws.

Products will be delivered within a reasonable time after order acceptance, subject to availability. The Company may make partial shipments if permitted by the order terms and applicable law. Buyer will not be charged for Products that are not shipped unless otherwise disclosed and permitted by law.

If delivery is delayed or cannot be completed, the Company will notify Buyer when required and will provide any cancellation or refund rights required by applicable law.

FORCE MAJEURE

The Company shall not be liable or responsible to Buyer, nor be deemed to have defaulted or breached this Contract, for any failure or delay in fulfilling or performing any term of this Contract when and to the extent such failure or delay is caused by or results from acts or circumstances beyond the reasonable control of the Company including, without limitation, acts of God, epidemics, pandemics, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, lockouts, strikes or other labor disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, materials or telecommunication breakdown or power outage.

RETURNED GOODS

Buyer may return eligible Products in accordance with the Company's consumer return policy disclosed at or before purchase. Unless otherwise required by law or the applicable warranty, returned Products must be unused, in original packaging, and returned within the stated return period with proof of purchase. Refunds will be issued to the original payment method unless otherwise agreed and may be conditioned on the Company's receipt and inspection of the returned Products to the extent permitted by law. Shipping, handling, restocking, or similar charges will apply only if disclosed before purchase and permitted by law. Defective or nonconforming Products will be handled under the applicable warranty and consumer law rights.

PRODUCT CHANGES

The Company reserves the right to make changes of any kind in its Products, specifications, components, materials, design, and packaging without notice, provided that any such changes comply with applicable law and do not materially reduce any written warranty provided for the applicable Product.

LIMITED WARRANTY

The Company provides the written limited warranties for certain Products as set forth in the KWCS Special Limited Warranty and Disclaimer as attached hereto or accessible at [The Company provides the written limited warranties for certain Products as set forth in the KWCS Special Limited Warranty and Disclaimer as attached hereto or accessible at www.kemperwatercontrol.com ("KWCS Limited Warranty"). No employee, representative, distributor, reseller, installer, or other third party is authorized to make any warranty, representation, or promise on behalf of the Company unless it is included in an applicable written warranty or other written document approved by the Company. **EXCEPT AS EXPRESSLY PROVIDED IN THE KWCS LIMITED WARRANTY AND EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO SOME LIMITATIONS MAY NOT APPLY TO BUYER.**

] ("KWCS Limited Warranty"). No employee, representative, distributor, reseller, installer, or other third party is authorized to make any warranty, representation, or promise on behalf of the Company unless it is included in an applicable written warranty or other written document approved by the Company. **EXCEPT AS EXPRESSLY PROVIDED IN THE KWCS LIMITED WARRANTY AND EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, THE COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. SOME STATES DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES, SO SOME LIMITATIONS MAY NOT APPLY TO BUYER.**

LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY WILL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO THE PRODUCTS OR THESE TERMS.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY'S TOTAL LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO A PRODUCT OR THESE TERMS WILL NOT EXCEED THE AMOUNT PAID BY BUYER FOR THE PRODUCT GIVING RISE TO THE CLAIM. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ANY CLAIM BY BUYER MUST BE BROUGHT WITHIN ONE YEAR AFTER THE CLAIM ACCRUES, UNLESS A LONGER PERIOD IS REQUIRED BY APPLICABLE LAW.

The limitations in this Section do not apply to liability that cannot be limited or excluded under applicable law, including liability for gross negligence, willful misconduct, death, bodily injury, or any non-waivable consumer rights. To the maximum extent permitted by applicable law, all remaining limitations, exclusions, and caps in this Section will continue to apply even if any particular limitation, exclusion, or cap is found unenforceable.

GOVERNING LAW

These Terms and any dispute, claim, or controversy arising out of or relating to these Terms, the Products, or any purchase transaction are governed by the laws of the State of Florida, without regard to conflict-of-law rules. This choice of law does not deprive Buyer of any mandatory consumer protections of the state or country where Buyer resides if those protections apply and cannot be waived. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

SUBMISSION TO JURISDICTION

Any dispute arising out of or relating to these Terms, the Products, or any purchase transaction may be brought in a court with lawful jurisdiction in the State of Florida, except to the extent another forum is required by applicable consumer protection law. Buyer and the Company consent to the jurisdiction of such courts to the maximum extent permitted by law. Any exclusive forum requirement will apply only to the extent permitted by applicable consumer protection law.

SEVERABILITY; WAIVER

The invalidity of any provision or clause of this Contract shall not affect the validity of any other provision or clause hereof. The Company reserves the right to correct clerical or similar errors relating to price or any other term shown in this Contract. The failure of either party to insist, in any one or more instances, upon performance of any term, covenant or condition of this Contract shall not be construed as a waiver or relinquishment or any right granted hereunder or the future performance of such term, covenant or condition.

CONSUMER RIGHTS; COMPLIANCE WITH LAWS

Buyer and the Company will comply with applicable laws relating to the purchase, sale, shipment, installation, and use of the Products. Nothing in these Terms excludes, restricts, or modifies any right or remedy that Buyer has under applicable consumer protection law and that cannot lawfully be excluded, restricted, or modified. If any provision of these Terms is determined to be unenforceable as applied to a consumer transaction, that provision will be enforced to the maximum extent permitted by law and the remaining provisions will remain in effect.

Confidential Information

All non-public, confidential or proprietary information of the Company, including but not limited to specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by the Company to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential" in connection with this Contract is confidential, solely for the use of performing this Contract and may not be disclosed, copied, reverse engineered, or used for any purpose other than performing this Contract unless authorized in advance by the Company in writing. Upon the Company's request, Buyer shall promptly return or destroy all documents and other materials received from the Company, including copies, extracts, and summaries. Buyer acknowledges that unauthorized use or disclosure may cause irreparable harm, and the Company shall be entitled to injunctive relief for any violation of this Section in addition to any other remedies available at law or in equity. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

ASSIGNMENT

Buyer may not assign rights or obligations under these Terms without the Company's prior written consent, except where prohibited by law. The Company may assign these Terms in connection with a merger, acquisition, corporate reorganization, sale of assets, or assignment to an affiliate, provided that Buyer's consumer rights are not reduced. Provisions that by their nature should survive termination or expiration will remain in effect.

INDEPENDENT CONTRACTOR

The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

TRADEMARKS

The Company does not grant, and Buyer does not acquire, any license, rights, title or interest to or in any of the trademarks, service marks, logos, trade names, product names, or other brand identifiers of the Company by virtue of this Contract, and Buyer shall not use, reproduce, display, register, challenge, or in any way refer to the Company's trademarks or trade names without the Company's prior written permission.

BUYER RESPONSIBILITIES

Buyer is responsible for using, installing, and maintaining Products in accordance with the Company's written instructions, Product specifications, and all applicable laws. Buyer shall employ properly licensed professionals for the installation of the Products whenever necessary under the circumstances or mandated by applicable laws. Buyer is responsible for determining whether the Products are suitable for Buyer's intended use, installation conditions, and existing systems unless the Company expressly states otherwise in writing. To the extent permitted by law, Buyer is responsible for losses caused by Buyer's misuse, unauthorized modification, improper installation, unsuitable application, failure to maintain the Products, or failure to follow applicable instructions. This Section does not limit any non-waivable consumer rights or any liability the Company may have under applicable law.

Termination

The Company may cancel an order or terminate further performance under these Terms if Buyer fails to pay amounts due, violates a material obligation, provides inaccurate or incomplete information, fails to cooperate with delivery or returns, or if termination is otherwise permitted by law. The Company's cancellation or termination rights are in addition to any other rights or remedies available under these Terms, at law, or in equity. If the Company terminates after receiving payment for Products not yet delivered, the Company will refund amounts paid for the undelivered Products net of shipping or other expenses and restocking fees as applicable unless otherwise permitted by law.

Notices

All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "**Notice**") shall be in writing and addressed to the parties at the addresses set forth on the face of the Contract or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Contract, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this Section.

Survival

Provisions of this Contract which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Contract including, but not limited to, the following provisions: Payment obligations, Returned Goods, Limited Warranty, Limitation of Liability, Buyer Responsibilities, Compliance with Law, Confidential Information, Trademarks, Governing Law, Submission to Jurisdiction, Notices, and Survival.

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Document properties

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Responsibility for maintenance	Guido F. Höck
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1.0	11/01/2026	Created	New document 82571684.1	Guido F. Höck