

# **KORE3 Industries LLC**

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# TERMS OF USE, WARRANTY & LIABILITY WAIVER

KORE3 Industries LLC, an Oregon Company, having its principal place of business in Tangent, OR offers its product line (the "product") with the terms, conditions and notices as follows:

#### 1. Terms of Use.

This product is offered to you conditioned upon your acceptance without modification of the terms, conditions, and notices contained herein. Purchase, installation and/or use of this product imply acceptance of all such terms, conditions, and notices.

## 2. No Unlawful or Prohibited Use.

This product has been designed for off-highway applications only. Installation on a vehicle intended for use on public roads may violate U.S., Canadian, state or provincial laws and regulations including those related to emissions and vehicle safety standards. In addition, installation of this product may adversely affect the warranty coverage on your vehicle.

#### 3. Return Policy.

If Buyer is dissatisfied with this product for any reason, it may be returned to KORE3 within (60) sixty days of receipt for a refund of purchase price, less 20% restocking fee, shipping and handling. Buyer may return product at his or her own expense to KORE3. All returned products must be in original packaging (or equivalent), in good condition, and accompanied by a KORE3 Return Goods Authorization Number (RGA#) to qualify for refund. Custom and special order products are non-returnable, including but not limited to *FlexKORE*<sup>TM</sup> brake lines.

#### 4. Exclusive Obligation.

The sole and exclusive obligation of KORE3 shall be to accept return of product in the manner and for the period provided above.

#### 5. Personal and Non-Commercial Use Limitation

This product is for your personal and non-commercial use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell any information, software, products or services obtained from the website (www.kore3.com) or this product.

### 6. 6-Month Limited Manufacturer Warranty.

KORE3 warrants to the original purchaser that all products of our manufacture are free from defects in material and workmanship under normal use, driving conditions and service for a period of six (6) months from the time the order was placed. This warranty shall not apply to our products or any part thereof, which have been subject to competition use, accident, negligence, alteration, modification, misapplication, abuse or misuse. No warranty of any kind, either expressed or implied, is made regarding the safety of the products. The entire liability as to the safety, application, installation, and/or performance of the product lies solely with the buyer.

#### 7. Limitation of Liability

In no event shall KORE3 be liable for any direct, indirect, punitive, incidental, special, consequential damages, or any damages whatsoever arising out of or connected with the use or misuse of this product. Should the product prove defective following purchase, KORE3's obligation under this warranty is limited to replace or repair the defective part returned to KORE3 freight prepaid. KORE3 shall not have any obligation with respect to the product or any part thereof, whether based on contract, tort, strict liability or otherwise, beyond what is stated herein. Buyer assumes all risks and liability from use of product.

#### 8. Other Statements.

KORE3's employees and/or representatives' ORAL AND/OR OTHER WRITTEN STATEMENTS DO NOT CONSTITUTE WARRANTIES, shall not be relied upon by Buyer, and are not a part of the contract for sale or this limited warranty.

#### 9. Entire Obligation

This TERMS OF USE, WARRANTY & LIABILITY WAIVER document states the entire obligation of KORE3 with respect to the products. If any part of this agreement is determined to be void, invalid, unenforceable or illegal, including, but not limited to the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and the remainder of the agreement shall remain in full force and effect.

#### 10. General

This agreement is governed by the laws of the Commonwealth of Oregon, USA. You hereby consent to the exclusive jurisdiction and venue of courts in Linn County, Oregon, USA in all disputes arising out of or relating to the use of this product. Use of this product is unauthorized in any jurisdiction that does not give effect to all provisions of these terms and conditions, including without limitation this paragraph.

# 11. Modification of Terms and Conditions.

KORE3 reserves the right to change the terms, conditions, and notices under which this product is offered.