

TERMS AND CONDITIONS

Last Updated: September 17, 2025

1. ACCEPTANCE OF TERMS

These Terms and Conditions ("Terms") constitute a legally binding agreement between Komline-Sanderson Group, Inc., a Delaware corporation, together with its affiliates as listed in Appendix A, ("Company," "we," "us," "our" or "Komline") and the business entity accessing or using our B2B e-commerce platform located at <https://shop.komline.com> ("Platform"). The business entity accessing, using, or making purchases through the Platform ("Customer," "you," or "your") agrees that these Terms govern Customer's access to, use of, and all sales transactions conducted through the Platform. Each sales transaction conducted through the Platform will be entered into directly and solely with the specific Komline entity that sells or provides the particular product being ordered ("Selling Entity"), which shall be identified on your order confirmation, invoice, or other transaction documentation. Komline-Sanderson Group, Inc. is not a party to any transactions conducted through the Platform unless specifically identified as the Selling Entity.

2. CHANGES TO TERMS

We reserve the right to modify these Terms and Conditions at any time. All changes are effective immediately upon posting to the Site. Your continued use of the Services following the posting of revised Terms and Conditions means you accept and agree to the changes.

3. ACCOUNT REGISTRATION

3.1 Account Creation

To access the Platform, you must register for an account. You agree to provide accurate, current, and complete information during the registration process and to update such information to keep it accurate, current, and complete.

3.2 Account Verification

We may require verification of your business status before activating your account or permitting certain transactions. You agree to provide any requested documentation or information to verify your business identity and authority to bind your business.

3.3 Authorized Users

You may authorize employees or agents to access and use the Platform on your behalf ("Authorized Users"). You are responsible for ensuring that all Authorized Users comply with these Terms. You are liable for all activities that occur under your account, whether performed by you, your Authorized

Users or unauthorized users. We are not liable for any authorized or unauthorized use of your account and credentials.

3.4 Account Security

You are responsible for maintaining the confidentiality of your account credentials and for restricting access to your account. You are responsible for all use of your account and credentials, whether used by Authorized Users or unauthorized users. We are not liable for any authorized or unauthorized use of your account and credentials. You agree to notify us immediately of any unauthorized use of your account or any other breach of security.

4. PRODUCTS

4.1 Product Descriptions

We strive to accurately describe our products. However, we do not warrant that product descriptions or other content on the Site are accurate, complete, reliable, current, or error-free.

4.2 Pricing and Availability

All prices are shown in United States Dollars and are exclusive of taxes unless otherwise stated. We reserve the right to change prices for products displayed on the Site at any time. We are not responsible for pricing, typographical, or other errors, and reserve the right to cancel orders arising from such errors.

4.3 Taxes

You are responsible for paying all taxes associated with your purchases. For certain jurisdictions, we may collect taxes on your behalf. If you claim tax-exempt status, you must provide valid tax exemption certificates for each applicable jurisdiction prior to placing orders.

5. ORDERS AND PAYMENT

5.1 Order Confirmation

Your receipt of an order confirmation does not constitute acceptance of your order. We reserve the right to accept or decline your order for any reason up until the time of shipment. You cannot cancel your order once we have confirmed it.

5.2 Purchase Orders

If you issue purchase orders, the terms and conditions of these Terms shall prevail over any conflicting terms in your purchase order, regardless of whether we expressly object to such terms.

5.3 Payment

By submitting your payment information, you represent and warrant that you have the legal right to use the payment method utilized in connection with any purchase. You acknowledge responsibility for payment of your order or orders whether or not payment is submitted at time of order via the

Platform and agree to pay in compliance with terms Selling Entity provides with their confirmation of your order or orders.

6. SHIPPING AND DELIVERY

6.1 Shipping Terms

Unless otherwise specified, all Products are shipped Ex-Works, Incoterms 2020 from our warehouse. Title and risk of loss pass to you upon delivery of the Products to the carrier.

6.2 Delivery Timeframes

Any delivery dates provided are estimates only and are not guaranteed. We are not liable for any delays in shipments.

6.3 Inspection and Acceptance

You shall inspect all Products upon receipt and notify us of any visible defects, or incorrect Products within five business days of receipt. Failure to provide such notice shall constitute acceptance of the Products.

7. RETURNS AND REFUNDS

7.1 Return Authorization

No Products may be returned without our prior written authorization.

7.2 Return Conditions

Authorized returns must be shipped to the designated return facility at your expense, in original packaging, and in resalable condition. Custom or specially ordered Products are not returnable unless defective.

7.3 Restocking Fee

A restocking fee of 25% or \$50.00 minimum may be charged for authorized returns that are not due to our error or defective Products.

7.4 Defective Products

For defective Products, our liability is limited to replacement of the defective Product or refund of the purchase price, at our option.

7.5 Refund Processing

A credit will be issued against future purchases only within thirty (30) business days of receiving the returned product.

8. INTELLECTUAL PROPERTY RIGHTS

8.1 Platform Content

The Platform and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by Komline, its licensors, or other providers and are protected by copyright, trademark, patent, trade secret, and other intellectual property laws.

8.2 Limited License

We grant you a limited, non-exclusive, non-transferable, revocable license to access and use the Platform solely for your internal business purposes in accordance with these Terms.

8.3 Restrictions

You shall not: (a) Reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any Platform content, except as expressly permitted; (b) Use any data mining, robots, or similar data gathering or extraction methods; (c) Decompile, disassemble, or reverse engineer any portion of the Platform; (d) Access the Platform to build a competitive product or service; or (e) License, sublicense, sell, rent, lease, transfer, assign, distribute, or otherwise commercially exploit the Platform.

8.4 Trademarks

All names, logos, product and service names, designs, and slogans displayed on the Platform are trademarks of Komline. Customer must not use any such marks without Komline's prior written permission.

8.5 Third-Party Intellectual Property

You shall not use the Platform to infringe upon or violate the intellectual property rights of any third party.

9. USER CONDUCT

You agree not to:

- Use the Platform in any way that violates applicable laws or regulations
- Use the Platform to transmit any material that is defamatory, offensive, or otherwise objectionable
- Attempt to gain unauthorized access to any portion of the Platform
- Use the Platform for any purpose that is unlawful or prohibited by these Terms and Conditions
- Engage in any conduct that restricts or inhibits anyone's use or enjoyment of the Platform

10. DISCLAIMER OF WARRANTIES

THE PLATFORM, OUR PRODUCTS, SERVICES AND OTHER INFORMATION PROVIDED IN CONNECTION WITH OR AS A RESULT OF THE PLATFORM, SERVICES OR PRODUCTS ARE PROVIDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, AND THE SELLING ENTITY HEREBY EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES OF QUALITY, PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. NEITHER KOMLINE NOR THE SELLING ENTITY WARRANTS THAT THE PLATFORM, OUR PRODUCTS, SERVICES, OR OTHER INFORMATION PROVIDED IN CONNECTION WITH OR AS A RESULT OF THE PLATFORM, PRODUCTS OR SERVICES WILL MEET YOUR NEEDS OR BE FREE FROM ERRORS, OR THAT THE OPERATION OF THE PLATFORM WILL BE UNINTERRUPTED. FURTHERMORE, NEITHER KOMLINE NOR THE SELLING ENTITY WARRANTS OR MAKES ANY REPRESENTATIONS CONCERNING THE ACCURACY, LIKELY RESULTS, OR RELIABILITY OF THE USE OF THE MATERIALS ON THE PLATFORM OR OTHERWISE RELATING TO SUCH MATERIALS ON THE PLATFORM OR ON ANY SITES LINKED TO THE PLATFORM.

11. LIMITATION OF LIABILITY

IN NO EVENT WILL KOMLINE, 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 OF THE PLATFORM OR THE SERVICES OR PRODUCTS, 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.

SELLING ENTITY IS SOLELY RESPONSIBLE FOR ANY LIABILITY ARISING OUT OF IN CONNECTION WITH THE SALE, DELIVERY, OR FULFILLMENT OF PRODUCTS OR SERVICES ORDERED VIA THE PLATFORM. KOMLINE-SANDERSON GROUP, INC. SHALL NOT BE LIABLE FOR ANY DAMAGES, LOSSES OR CLAIMS RELATED TO ANY SALES TRANSACTION PRODUCT OR SERVICE PROVIDED BY SELLING ENTITY.

12. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless Komline, its 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 and Conditions or your use of the Platform. You further agree to defend, indemnify, and hold harmless Selling Entity and their respective officers, directors, employees, contractors, agents, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses or fees arising out of or relating to any sales transaction product or service ordered or obtained via the Platform.

13.FORCE MAJEURE

Selling Entity shall not be liable for any delay, failure to deliver, or other non-performance resulting from circumstances beyond Selling Entity's reasonable control, including but not limited to natural disasters, epidemics, pandemics, war, terrorism, government actions, strikes, material shortages, transportation disruptions, utility failures, or cyberattacks ("Force Majeure Events"). During a Force Majeure Event, Selling Entity's performance shall be excused without penalty, and delivery dates may be extended; Buyer's payment obligations for delivered products shall remain unaffected. If a Force Majeure Event continues for more than sixty (60) days, Selling Entity may cancel affected orders without liability by providing written notice to Buyer.

14. GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by and construed in accordance with the laws of the State of New Jersey, without giving effect to any principles of conflicts of law. Any legal action or proceeding arising out of or relating to these Terms and Conditions shall be instituted in the federal courts of the United States or the courts of the State of New Jersey, and you consent to the exclusive jurisdiction of such courts.

15. DISPUTE RESOLUTION

15.1 Informal Resolution

In the event of any dispute arising from these Terms and Conditions, you agree to first contact Selling Entity at shop@komline.com and attempt to resolve the dispute informally.

15.2 Arbitration

If the dispute cannot be resolved informally, you and the Selling Entity agree to resolve any dispute through binding arbitration in the Borough of Peapack - Gladstone, Somerset County, New Jersey in accordance with the rules of the American Arbitration Association.

16. PRIVACY POLICY

You consent to the collection, storage and analysis of your anonymous data and personally identifiable information in accordance with the terms of our Privacy Policy, which is available here (<https://komline.com/privacy-policy/>).

17. SEVERABILITY

If any provision of these Terms and Conditions is held to be invalid, illegal, or unenforceable, such provision shall be eliminated or limited to the minimum extent necessary so that the remaining provisions will continue in full force and effect.

18. ENTIRE AGREEMENT

These Terms, together with any additional terms incorporated by reference, constitute the entire agreement between the parties regarding the subject matter hereof and supersede all prior or contemporaneous agreements, understandings, and communication, whether written or oral.

19. ELECTRONIC SIGNATURE

Your use of the Platform constitutes your electronic signature and manifests your intent to be bound by these Term

20. INTERNATIONAL ORDERS AND SHIPPING

20.1 Address Accuracy

You are responsible for providing complete and accurate shipping information, including your full name, street address, city, postal/zip code, country, telephone number, and email address. Orders with incomplete or inaccurate information may be delayed or returned to us.

20.2 Customs, Duties, and Taxes

a. Import Duties and Taxes

International orders may be subject to import duties, taxes, and customs processing fees imposed by the destination country. These charges are the responsibility of the recipient and are not included in our shipping charges or product prices. We cannot predict what these charges will be and are not responsible for collecting or paying them on your behalf.

b. Customs Clearance

Orders shipped internationally may be subject to customs inspection in the destination country. This may result in delays beyond our control. You agree to comply with all laws and regulations of the country to which the products are being shipped.

c. Refused Shipments

If you refuse to pay import duties, taxes, or customs processing fees and the package is returned to us, you will be responsible for the original shipping charges, any duties, taxes, and customs processing fees that were charged for importing the package into the destination country, and the cost of returning the package to us. These costs will be deducted from any refund owed to you. d. Payment Terms

All orders for shipment outside of the United States of America must be paid for in advance of shipment and for items that are not in stock, may require payment in advance of any efforts by us to fulfil such orders.

20.3 International Pricing and Currency

For your convenience, we may display estimated prices in your local currency, but the transaction will be processed in United States Dollars and the final charge will be based on the exchange rate determined by your payment provider at the time of processing.

20.4 International Returns and Refunds

a. Return Eligibility

International orders are eligible for returns subject to the same conditions as domestic returns as outlined above.

b. Return Shipping Costs

You are responsible for all return shipping costs, including any applicable customs duties, taxes, and fees associated with returning items internationally.

c. Non-Refundable Costs

Original shipping charges, duties, taxes, and customs fees are non-refundable.

Appendix A

AquaShield, Inc.
2733 Kanasita Drive Suite 111
Hixson, TN 37343

Barnes International, LLC
814 Chestnut Street
Rockford, IL 61102

Fluid Quip KS, LLC
1940 S. Yellow Springs Street
Springfield, OH 45506

Harn RO Systems Inc.
310 Center Court
Venice, FL 34285

Heron Innovators, Inc
10624 Industrial Ave
Roseville, CA 95678

Komline Aerator Solutions, LLC
11765 Main Street
Roscoe, IL 31073

Komline-Haselden, LLC
474 Deanna Lane
Charleston, SC 29492

Komline-Sanderson Corporation
12 Holland Avenue
Peapack, NJ 07977

Vulcan Industries, LLC
212 S. Kirlin St.
Missouri Valley, IA 51555