

GENERAL TERMS OF SALE

1. Introduction

These General Terms of Sale (“Terms”) govern the sale of products and services (“Products”) by **KOS INC.** (“Company,” “we,” “us,” or “our”) to customers (“Customer,” “you,” or “your”). By placing an order, you agree to be bound by these Terms.

2. Company Information

KOS INC.

Stanford Research Park
3000 El Camino Real, Suite 3-120
Palo Alto, CA 94306, United States

Email: contact@kos-ai.com

3. Orders & Acceptance

- All orders are subject to acceptance by **KOS INC.**
- We reserve the right to refuse or cancel any order at our discretion.
- A contract is formed when we confirm the order in writing or begin fulfillment.

4. Prices & Payment

- Prices are listed in **U.S. dollars (USD)** and are subject to change without prior notice.
- Payment must be made **before shipment** unless otherwise agreed in writing.
- We accept **credit cards, wire transfers, and other approved payment methods.**

5. Delivery & Shipping

- We ship exclusively within the **United States.**
- Delivery timeframes provided are estimates and **not guaranteed.**
- **Risk of loss** passes to you upon delivery, in accordance with **UCC § 2-509.**

6. Returns & Refunds

- Returns are accepted within **30 days** of purchase, provided the item is unused and in its original packaging.
- Refunds will be processed within **10 business days** after receipt and inspection of the returned product.
- Refunds will be issued to the **original payment method.**

7. Limited Warranty

- **KOS INC.** warrants that its products are **free from material defects** for **one (1) year** from the date of purchase.
- This warranty is limited to defects in material or workmanship under **normal use.**

- **Exclusions:** The warranty does not cover:
 - Misuse, abuse, or neglect.
 - Unauthorized modifications or repairs.
 - Accidental damage or external causes.

8. Limitation of Liability

To the **maximum extent permitted by California law**, **KOS INC.** shall **not** be liable for:

- **Indirect, incidental, punitive, or consequential damages** (including lost profits, data loss, or business interruption).
- Any damages exceeding the **purchase price of the product**.

9. Compliance with California Law

- These Terms shall be governed by and interpreted in accordance with **California law**.
- Any disputes arising from these Terms shall be resolved in **Santa Clara County, California**.

10. Changes to These Terms

- **KOS INC.** reserves the right to modify these Terms at any time.
- Updates will be posted on our website, and continued use of our Products constitutes acceptance of any modifications.

11. Contact Information

For questions regarding these Terms, contact us at:

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