



KLINE'S TERMS AND CONDITIONS

Preamble

These terms and conditions outline the rules and regulations for the use of Kline Engineering & Consulting's website content. Kline Engineering & Consulting, LLC (hereinafter referred to as "KLINE") is located at 9240-A Mosby Street, Manassas, Virginia 20110-7022, United States of America. By accessing this website, we assume you accept these terms and conditions in full. Do not continue to use Kline Engineering & Consulting's website if you do not accept all of the terms and conditions stated herein.

I. General Terms and Conditions

1. Terms

The following terminology applies to these Terms and Conditions and Disclaimer Notice and any or all Agreements: "Client", "You", "Your", and "User" refers to you, the person and/or company accessing this website and accepting KLINE's terms and conditions. "KLINE", "Ourselves", "We", and "Our", refers to Kline Engineering & Consulting, LLC. "Party", "Parties", or "Us", refers to both the Client and ourselves. All terms refer to the use of Kline Engineering & Consulting's Post-Tensioning Calculator website for the express purpose of meeting the Client's needs in respect of the provision of KLINE's stated services/products, in accordance with and subject to, the prevailing law of the United States of America. Any use of the above terminology or other words in the singular, plural, capitalization, and/or he/she or they, are taken as interchangeable and therefore as referring to the same.

2. Data Protection

No personal data is stored by KLINE when KLINE web-based content is used. If you download our content, KLINE will collect contact information. Such information will be kept in accordance with KLINE's privacy policy, and KLINE reserves the right to use such information for its marketing purposes.

3. License

3.1 Unless otherwise stated, Kline Engineering & Consulting and/or its licensors own the intellectual property rights for all material on Kline Engineering & Consulting's website. All intellectual property rights are reserved. You may view and/or print pages from <https://www.klineengineered.com/> or any of its subdomains for your personal use subject to restrictions set in these terms and conditions.

You must not:



- Republish, reproduce, duplicate, or copy material from <https://www.klineengineered.com/> or any of its subdomains for commercial, advertising, or marketing purposes outside of the company's direction.
- Sell, rent, or sub-license material from <https://www.klineengineered.com/> or any of its subdomains

4. Intellectual Property

All content published and made available on our site is the property of Kline Engineering & Consulting. This includes, but is not limited to images, text, logos, documents, downloadable files, and anything that contributes to the composition of our site.

5. Protective Clause

Insofar as no other contractual agreement is explicitly made, solely these conditions shall apply to the use of all KLINE web-based content. Other regulations, especially the general terms and conditions of the user, shall not become part of the contract, even if KLINE does not explicitly contradict the general terms and conditions of the user.

6. Liability

6.1 If KLINE's website is provided free of charge, liability for legal and material defects of the information, software, calculation results, and graphical representations are precluded, especially for their accuracy, freedom from errors, freedom from property rights, and copyright of third parties, completeness and/or usability – except in the case of intent or malice.

6.2 Furthermore, any liability on the part of KLINE is precluded, unless liability is obligatory in accordance with the American Corporate Law, due to intent, gross negligence, injury to life, body, or health, due to a guarantee of quality, fraudulent concealment of a defect or infringement of fundamental contractual obligations. However, compensation due to infringement of fundamental contractual obligation is limited to the foreseeable damage which is typical of the contract, insofar as intent or gross negligence does not exist.

6.3 Although KLINE always endeavors to keep its website virus-free, KLINE does not guarantee freedom from viruses. Before using the KLINE's website, the user shall ensure appropriate security devices and virus scanners are in place and used on the KLINE website for its protection and to prevent viruses.

6.4 A change to the burden of proof to the detriment of the user is not connected to the foregoing regulations in 6.2 and 6.3.

6.6 Insofar as KLINE's liability is precluded or restricted, this also applies to the liability of legal representatives, employees, and vicarious agents of KLINE.

7. User Obligations

7.1 When using the KLINE website the user shall not:

- contravene public morality;
- infringe commercial property rights and copyrights or other rights of ownership;
- transmit contents with viruses, so-called Trojan horses, or other programs which can damage software.

7.2 The user is obliged to specifically ensure security precautions and anti-virus software on its devices.

7.3 When using KLINE's website content all country-specific laws, standards, and other security regulations must be observed.

8. Right to Use KLINE Services and Web-Based Applications and content

8.1 KLINE provides structural-engineering-related content on the KLINE website.

8.2 KLINE grants the user a non-exclusive and non-transferable right to use KLINE's website content in the way agreed upon. If no agreement on the way of use has been made, the right to use KLINE's website content corresponds to the purpose pursued with the provision of KLINE's website content by KLINE.

8.3 The right to use the individual KLINE's website content is granted subject to the special terms of use of the individual KLINE's website content under II.2.

9. Right to Use KLINE's Web-Based Applications

9.1 The use of the information, its software, calculation results, and graphical representations determined based on KLINE's web-based applications are subject to these conditions.

9.2 The KLINE's website content and the results and graphical representations determined by them shall not be sold, leased, licensed, or transferred in any other way by the user to third parties. Unless compulsory legal regulations permit otherwise, the user shall not change, reverse engineer, or translate either the software or the results and graphical representations determined by the KLINE web-based application, nor may the user detach parts from them.

9.3 The information and the software are protected by copyright laws and international copyright agreements and other laws and agreements. The user shall observe these rights, and in particular shall not remove alphanumerical identifications, marks, and copyright notes either from the information or the software or copies thereof. These terms are in accordance with and subject to the copyright law of the United States of America.

9.4 The use of KLINE's website content is currently not subject to a time limit.

10. Hyperlinking to Our Content

10.1 The following organizations may link to our website without prior written approval:

- Government agencies;
- Search engines;
- News organizations;
- Online directory distributors when they list us in the directory may link to our Web site in the same manner as they hyperlink to the Web sites of other listed businesses; and Systemwide Accredited Businesses except soliciting non-profit organizations, charity shopping malls, and charity fundraising groups which may not hyperlink to our Web site.

10.2 These organizations may link to our home page, to publications, or other Web site information so long as the link: (a) is not in any way misleading; (b) does not falsely imply sponsorship, endorsement, or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.

10.3 We may consider and approve in our sole discretion other link requests from the following types of organizations:

10.3.1 commonly-known consumer and/or business information sources such as Chambers of Commerce, American Automobile Association, AARP, and Consumers Union; dot.com community sites; associations or other groups representing charities, including charity giving sites, online directory distributors; internet portals; accounting, law, and consulting firms whose primary clients are businesses; and educational institutions and trade associations.

10.3.2 We will approve link requests from these organizations if we determine that: (a) the link would not reflect unfavorably on us or our accredited businesses (for example, trade associations or other organizations representing inherently suspect types of business, such as work-at-home opportunities, shall not be allowed to link); (b) the organization does not have an unsatisfactory record with us; (c) the benefit to us from the visibility associated with the hyperlink outweighs the absence of; and (d) where the link is in the context of general resource information or is otherwise consistent with editorial content in a newsletter or similar product furthering the mission of the organization.

10.3.3 These organizations may link to our home page, to publications, or other Web site information so long as the link: (a) is not in any way misleading; (b) does not falsely imply sponsorship, endorsement, or approval of the linking party and its products or services; and (c) fits within the context of the linking party's site.



10.3.4 If you are among the organizations listed in paragraph 2 above and are interested in linking to our website, you must notify us by sending an e-mail to info@klineengineered.com. Please include your name, your organization name, contact information (such as a phone number and/or e-mail address) as well as the URL of your site, a list of any URLs from which you intend to link to our Web site, and a list of the URL(s) on our site to which you would like to link. Allow 2-3 weeks for a response.

10.3.5 Approved organizations may hyperlink to our Web site by the use of our corporate name in combination with the uniform resource locator (Web address) being linked to.

10.3.6 No use of Kline Engineering & Consulting's logo or other artwork will be allowed for linking absent a trademark license agreement.

11. Iframes

Without prior approval and express written permission, you may not create frames around our Web pages or use other techniques that alter in any way the visual presentation or appearance of our Web site.

12. Reservation of Rights

We reserve the right at any time and in its sole discretion to request that you remove all links or any particular link to our Web site. You agree to immediately remove all links to our Web site upon such request. We also reserve the right to amend these terms and conditions and its linking policy at any time. By continuing to link to our Web site, you agree to be bound to and abide by these linking terms and conditions.

13. Hyperlinks

The KLINE website may contain hyperlinks to third-party websites. KLINE neither accepts liability for the content of third-party websites nor uses these websites and their contents for its own purposes, as KLINE does not control the linked information and is not responsible for the contents and information provided there. The use of hyperlinks is at the user's own risk.

14. Removal of Links from Our Website

If you find any link on our website or any linked website objectionable for any reason, you may contact us about this. We will consider requests to remove links but will have no obligation to do so or to respond directly to you. Whilst we endeavor to ensure that the information on this website is correct, we do not warrant its completeness or accuracy; nor do we commit to ensuring that the website remains available or that the material on the website is kept up to date.

15. Content Liability

We shall have no responsibility or liability for any content appearing on your Web site. You agree to indemnify and defend us against all claims arising out of or based upon your Website. No link(s) may appear on any page on your Web site or within any context containing content or materials that may be interpreted as libelous, obscene, or criminal, or which infringes, otherwise violates, or advocates the infringement or other violation of, any third-party rights.

16. Disclaimer

16.1 To the maximum extent permitted by applicable law, we exclude all representations, warranties, and conditions relating to our website and the use of this website (including, without limitation, any warranties implied by law in respect of satisfactory quality, fitness for purpose and/or the use of reasonable care and skill). Nothing in this disclaimer will:

- limit or exclude our or your liability for death or personal injury resulting from negligence;
- limit or exclude our or your liability for fraud or fraudulent misrepresentation;
- limit any of our or your liabilities in any way that is not permitted under applicable law; or
- exclude any of our or your liabilities that may not be excluded under applicable law.

16.2 The limitations and exclusions of liability set out in this Section and elsewhere in this disclaimer: (a) are subject to the preceding paragraph; and (b) govern all liabilities arising under the disclaimer or in relation to the subject matter of this disclaimer, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.

16.3 To the extent that the website and the information and services on the website are provided free of charge, we will not be liable for any loss or damage of any nature.

17. Guarantees and Warranties

17.1 KLINE grants neither guarantees nor warranties. In particular, KLINE does not guarantee the correctness of calculation results and graphical representations which are determined and displayed by KLINE web-based applications and/or its structural engineering-related content.

17.2 KLINE neither guarantees the constant availability of KLINE's website content nor their technical correctness.

18. Place of jurisdiction and applicable law

18.1 The place of jurisdiction for all disputes arising from the contractual relationship is the office of Kline Engineering & Consulting, LLC, located at 9240-A Mosby Street,



Manassas, Virginia 20110-7022, United States of America. KLINE reserves the right to institute legal proceedings at the legal place of jurisdiction of the user.

18.2 The law of the United States of America shall apply exclusively, with preclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

19. Place of fulfillment

The place of fulfillment is the office of Kline Engineering & Consulting, LLC, located at 9240-A Mosby Street, Manassas, Virginia 20110-7022, United States of America.

20. Costs, Further Development, And Termination

20.1 KLINE currently provides all KLINE's website content to users free of charge. KLINE reserves the right to start charging for the use of individual KLINE's website content at any time.

20.2 KLINE is not obliged to further develop KLINE's website content and in particular to extend the range to include products other than the stated products.

20.3 KLINE continues to reserve the right to cease the provision of KLINE's website content at any time and without specifying reasons.

21. Amendment of The Terms of Use

KLINE reserves the right to amend the terms of use at any time. There shall be no explicit indication of the amendment of the terms of use.

22. Severability Clause

Should individual clauses of these conditions be or become ineffective or unenforceable, the remaining clauses shall remain unaffected. The parties undertake to establish an effective and enforceable clause in place of the ineffective or unenforceable clause which corresponds to the actual and economic purpose of these conditions as far as possible. The same applies to a loophole in the conditions.

III. Contacting KLINE

Questions relating to the use of the individual KLINE's website content can be sent by email at info@klineengineered.com, by calling our main office at (703) 331-1284, or by visiting our main website at <https://www.klineengineered.com/>.