

## PLAN PURCHASE TERMS AND CONDITIONS

1. **General.** These terms and conditions (the "Terms") apply to the purchase and sale of tool plans ("Plans") and other products made available through the [www.HomemadeTools.net](http://www.HomemadeTools.net) website (the "Site"). These Terms are subject to change by Buildthreads, Inc. (referred to as "us", "we", or "our" or "Buildthreads" as the context may require) without prior written notice at any time, in our sole discretion. The latest version of these Terms will be posted on this Site, and you should review these Terms prior to purchasing any Plans or other products that are available through this Site. Your continued use of this Site after a posted change in these Terms will constitute your acceptance of and agreement to such changes.

These Terms also incorporate the other Site Policies (the "Site Policies"):

Site Terms of Service -- [http://www.homemadetools.net/terms\\_of\\_service](http://www.homemadetools.net/terms_of_service)

Privacy Policy -- [http://www.homemadetools.net/privacy\\_policy](http://www.homemadetools.net/privacy_policy)

Copyright Policy -- [http://www.homemadetools.net/copyright\\_policy](http://www.homemadetools.net/copyright_policy)

Acceptable Use Policy -- [http://www.homemadetools.net/acceptable\\_use\\_policy](http://www.homemadetools.net/acceptable_use_policy)

BY PLACING AN ORDER FOR PLANS OR OTHER PRODUCTS FROM THE SITE, YOU ACCEPT AND ARE BOUND BY THESE TERMS. YOU MAY NOT ORDER OR OBTAIN PRODUCTS FROM THIS SITE IF YOU (A) DO NOT AGREE TO THESE TERMS, (B) ARE NOT THE OLDER OF (i) AT LEAST 18 YEARS OF AGE OR (ii) LEGAL AGE TO FORM A BINDING CONTRACT, OR (C) ARE PROHIBITED FROM ACCESSING OR USING THIS SITE OR ANY OF THIS SITE'S CONTENTS, GOODS OR SERVICES BY APPLICABLE LAW.

2. **Prices and Payment Terms.**

(a) All prices posted on this Site are subject to change by the seller without notice. Posted prices do not include taxes. All such taxes and any other charges will be added to your merchandise total and will be itemized in your shopping cart and in your order confirmation e-mail.

(b) Terms of payment are within our sole discretion and payment must be received by us before our acceptance of an order. We accept PayPal for all purchases. You represent and warrant that (i) the PayPal account information you supply to us is true, correct and complete, (ii) you are duly authorized to use such PayPal account for the purchase, (iii) charges incurred by you will be honored by PayPal, and (iv) you will pay charges incurred by you at the posted prices, including all applicable taxes, if any.

3. **Returns and Refunds.** Due to the nature of the Plans and other products, all orders are non-returnable, non-cancelable and non-refundable.

4. **WARRANTY AND DISCLAIMERS/LIMITATION OF LIABILITY**

(a) **Buildthreads, Inc. Not the Seller.** Buildthreads Inc. provides a marketplace and otherwise facilitates payment for transactions between buyers and sellers of homemade tool plans ("Plans") or other product or goods being sold on the Site. As such, you are not buying from Buildthreads, but from one of the sellers. Buildthreads does not prescreen and does not guarantee or endorse any items sold on the Site or any content posted by sellers (such as photographs or language used in listings), and is not responsible for examining or evaluating, and does not warrant the offerings of, any of these businesses or individuals or their Plans or other goods.

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CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

(c) **SELLER WARRANTY DISCLAIMER/LIMITATION OF LIABILITY.**

EXCEPT AS OTHERWISE PROVIDED IN THE CONTRACT BETWEEN YOU AND THE SELLER, THE WARRANTY DISCLAIMER AND LIMITATION OF LIABILITY PROVISIONS OF SECTION 4(b) ABOVE APPLY EQUALLY TO THE SELLER (SELLER MAKES THE SAME DISCLAIMERS AND HAS THE SAME LIMITATION OF LIABILITY – SUBSTITUTE “SELLER” FOR “BUILDTHREADS” IN THAT SECTION).

5. **Use of Plans.** You agree to comply with all applicable laws and regulations, including those of the various states and of the United States. You represent and warrant that you are buying the Plans or other products from the Site for your own personal or household use only, and not for resale or export. You agree that will not manufacture (other than for your own personal household use), market or sell any products created from the Plans.

6. **Intellectual Property Use and Ownership.** You acknowledge and agree that:

(a) All uses on this Site of the terms "sell," "sale," "resell," "resale," "purchase," "buy" "buying", "price" and the like mean the purchase or sale of a license. Each Plan or other product marketed on this Site is made available solely for license, not sale, to you and other prospective customers under the terms, conditions and restrictions of these Terms.

- (b) The seller of the Plans or other products will remain the sole and exclusive owner of all intellectual property rights in and to each Plan or other product made available on the Site and any related specifications, instructions, documentation or other materials, including, but not limited to, all related copyrights, patents, trademarks and other intellectual property rights, subject only to the limited license granted. You do not and will not have or acquire any ownership of these intellectual property rights in or to the Plans or other products made available through this Site.
7. **Privacy.** The Privacy Policy, [http://www.homemadetools.net/privacy\\_policy](http://www.homemadetools.net/privacy_policy), governs the processing of all personal data collected from you in connection with your purchase of products through the Site.
8. **Governing Law and Jurisdiction.** All questions concerning the validity, operation, interpretation, and construction of the Terms shall be governed by and determined in accordance with the laws of the United States and the State of Colorado, without regard to the choice of law and conflict of laws provisions thereof. The parties agree any suit brought in connection with this Agreement shall be brought in the state courts in the City and County of Boulder, Colorado or federal courts in Denver, Colorado. EACH PARTY HEREBY IRREVOCABLY WAIVES ANY OBJECTION TO VENUE, INCLUDING AN OBJECTION BASED ON THE GROUNDS OF FORUM NON CONVENIENS, THAT SUCH PARTY NOW HAS OR HEREAFTER MAY HAVE TO THE BRINGING OF ANY ACTION OR PROCEEDING IN SUCH JURISDICTION. The prevailing party in any dispute or claim arising under or out of this Agreement shall be entitled to, in addition to any other relief, recovery of its costs and attorney fees incurred in pursuing the dispute or claim.
9. **No Third Party Beneficiaries.** These Terms do not and are not intended to confer any rights or remedies upon any person other than you.
10. **Notices.**
- (a) **To You.** We may provide any notice to you under these Terms by: (i) sending a message to the e-mail address you provide or (ii) by posting to the Site. Notices sent by e-mail will be effective when we send the e-mail and notices we provide by posting will be effective upon posting. It is your responsibility to keep your e-mail address current.
- (b) **To Us.** To give us notice under these Terms, you must contact us as follows: by personal delivery, overnight courier or registered or certified mail to \_\_\_\_\_. We may update the address for notices to us by posting a notice on the Site. Notices provided by personal delivery will be effective immediately. Notices provided by overnight courier will be effective one business day after they are sent. Notices provided by registered or certified mail will be effective three business days after they are sent.
11. **Severability.** If any provision of the Agreement is held to be unenforceable, invalid or illegal by any court of competent jurisdiction, such unenforceable, invalid or illegal provision shall not affect the remainder of the Agreement.
12. **Entire Agreement.** These Terms, and the Site Policies will be deemed the final and integrated agreement between you and us on the matters contained in these Terms.