

**Note: This document shall serve as a supplement to the Terms of Service used throughout the site. It is specifically applicable to service bureaus.**

By using the Kraftwurx.com web site ("Kraftwurx" or The Site), a service of Kraftwurx, llc., you (the user or you) agree to be bound by the following supplemental terms and conditions (the Supplemental Terms of Use or the "Supplemental Agreement"), including those available by hyperlink. If you have any questions, please refer to the Help section of the Site.

Before you may become a bureau for Kraftwurx, you must read and accept all the terms and conditions in, and linked to, this supplemental Agreement. The Agreement is effective on July 26th, 2011, and upon acceptance for new users.

### **Production (Manufacturing)**

By accepting orders for production, your bureau accepts that the models sent to your bureau for production are the intellectual property of the seller. As such, you may only print the part for the order at hand on behalf of Kraftwurx. At no times shall you print the part for personal use, for trade shows or display unless the owner of the design has put the object in the public domain. Additionally, you agree to maintain confidentiality of the part and will at no time transmit or

otherwise copy the file and or distribute it. You will also maintain sellers privacy and will not disclose any information regarding the sellers and store owners of Kraftwurx.

Kraftwurx requires strict guidelines for manufacturing and quality control. You are accepting responsibility to manufacture and deliver products to the end customer directly. You are representing both and the seller. It is expected that your attention to detail including shipping & packaging will ensure the quality of the products that you produce for Kraftwurx meets or exceeds the customers expectations. If you are ever in doubt about the expectations for producing a product, contact kraftwurx at [bureaus@kraftwurx.com](mailto:bureaus@kraftwurx.com) .

## Fit & Finish

Kraftwurx has provided you with a way to visualize finishes for products. When a customer order for a product requires a finish, you have the opportunity to see the rendering of the product, a rendering of the finish and potentially a brand name or Pantone color to match for the order. If you have any doubt, contact kraftwurx at [bureaus@kraftwurx.com](mailto:bureaus@kraftwurx.com) .

All product designs are the property of the seller. Your bureau will not be liable at any time for any incorrect orders that are poorly designed or that have unusable tolerances applied. These errors will be absorbed by Kraftwurx.

## Packaging

Kraftwurx desires to be viewed as a "**Green**" company but we also expect products to arrive intact. All packaging should adhere to UPS packing guidelines

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. The use of substandard packaging may result in a back charge for shipping charges. Kraftwurx prefers that you utilize biodegradable packaging peanuts. You may obtain your packing peanuts from any vendor of choice and we make no other requirements for packaging materials inside the box.

Stickers: Kraftwurx will provide your bureau with packaging labels in the form of self adhesive labels. These small labels should be affixed to the box on a side aligned as centered as possible both vertically and horizontally. **No tape or label should cover the Kraftwurx logo sticker at any time.**

Boxes: Kraftwurx prefers the use of no-bleached plain brown boxes. This is in-line without green image. If your bureau already uses white boxes, you may continue to do so. Kraftwurx wishes to minimize your difficulties in being a service provider for us.

## Shipping

Shipping of Kraftwurx products is accomplished semi-automatically. We provide your bureau with shipping account labels through the Kraftwurx UPS account. Labels are generated automatically when you tell us the order is ready to ship. Simply select Ready to Ship and a popup will show you the label, ready to print. This means that all orders shipped for Kraftwurx will be shipped at Kraftwurx expense however; any order shipped that is mislabeled or delivered to the incorrect address will be back-charged to you. Please ensure that all orders are shipped to the correct address.

Kraftwurx uses standard UPS labels for laser printers which can be obtained from UPS for free. DO NOT use an inkjet printer as the shipping label may become unreadable or eligible if it comes in contact with moisture. If you have a special shipping label issue, please contact kraftwurx at [bureaus@kraftwurx.com](mailto:bureaus@kraftwurx.com).

**Branding:** Kraftwurx is building a brand. We provide our service bureaus with box stickers and packing tape carrying our logo. In order to help build our brand, we require that you ship all packages for our customers using the proper packing materials provided. We will periodically and randomly test the system to ensure compliance.

### Payment Terms

Joining and setting up a bureau account on Kraftwurx is free. Kraftwurx does not charge anything for you to maintain your bureau account or to receive job opportunities from Kraftwurx that match your capabilities. Whenever you produce a part for Kraftwurx, you will not pay for shipping. You will only have the production expense for making the part.

Kraftwurx will make payment by Electronic Funds Transfer or paper check payable to your bureau using standard net 30 terms. These payment terms will not change and will be generally accepted to mean 30 days from the date of shipping.

If any order is shipped on the 15th of a month (for example), it will not be paid at the end of the month. It will be paid at the end of the following month on the next payment & billing cycle. You may request payment sooner manually, by contacting us via email, chat or by phone. Manual payments will only be paid if the payment terms of 30 days have been met. In other words, if it has only been 29 days since you shipped the product, you may not request payment yet.

Kraftwurx carries all liability for the shipped product. If the customer is not satisfied, and the product design is at fault, your bureau will still receive payment for the job. You may be tasked

to reprint the product however; it will not be asked of you to do this for free. The only time that your bureau may be asked to reprint the product at your expense is when your packaging results in a broken part or there is obvious defects in workmanship or printing.

## Production Issues

By becoming a manufacturer for Kraftwurx, you acknowledge that your bureau is representing Kraftwurx to the globe. We require you to treat all orders as if they are your own and expect that all parts meet the highest quality standards. Your parts should match the order request exactly. Your packaging should not be careless and the customers out-of-box experience must be excellent.

## Breach

Without limiting any other remedies, Kraftwurx may, without notice, and without refunding any fees, delay or immediately remove Content, from the Kraftwurx community of a user's actions, issue a warning to a user, temporarily suspend a user, temporarily or indefinitely suspend a user's account privileges, terminate a user's account, prohibit access to the Site, and take technical and legal steps to keep a user off the Site and refuse to provide services to a user if any of the following apply:

Kraftwurx suspects (by information, investigation, conviction, settlement, insurance or escrow investigation, or otherwise) a user has breached this Agreement, the Privacy Policy, the Do's & Don'ts of Kraftwurx, or other policy documents and community guidelines incorporated herein; Kraftwurx is unable to verify or authenticate any of your personal information or Content; Or Kraftwurx believes that a user is acting inconsistently with the letter or spirit of Kraftwurx policies, has engaged in improper or fraudulent activity in connection with Kraftwurx or the actions may cause legal liability or financial loss to Kraftwurx's users or to Kraftwurx.

Except as provided in Kraftwurx Privacy Policy Kraftwurx will not sell or disclose your personal information (as defined in the Privacy Policy) to third parties without your explicit consent. Kraftwurx stores and processes Content on computers located in the United States that are protected by physical as well as technological security.

### **No Warranty**

KRAFTWURX, KRAFTWURX SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AND KRAFTWURX SUPPLIERS PROVIDE KRAFTWURX WEB SITE AND SERVICES "AS IS" AND WITHOUT ANY WARRANTY OR CONDITION, EXPRESS, IMPLIED OR STATUTORY. KRAFTWURX, KRAFTWURX SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES AND KRAFTWURX SUPPLIERS SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, PERFORMANCE, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN ADDITION, NO ADVICE OR INFORMATION (ORAL OR WRITTEN) OBTAINED BY YOU FROM KRAFTWURX SHALL CREATE ANY WARRANTY. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THE FOREGOING DISCLAIMER MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

### **Liability Limit**

IN NO EVENT SHALL KRAFTWURX, AND (AS APPLICABLE) KRAFTWURX SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES OR KRAFTWURX SUPPLIERS BE LIABLE FOR ANY DAMAGES WHATSOEVER, WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, COMPENSATORY, CONSEQUENTIAL, AND/OR INCIDENTAL, ARISING OUT OF OR RELATING TO THE CONDUCT OF YOU OR ANYONE ELSE IN CONNECTION WITH THE USE OF THE SITE, KRAFTWURX SERVICES, OR THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, LOST PROFITS, BODILY INJURY, EMOTIONAL DISTRESS, OR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

KRAFTWURX LIABILITY, AND (AS APPLICABLE) THE LIABILITY OF KRAFTWURX SUBSIDIARIES, OFFICERS, DIRECTORS, EMPLOYEES, AND SUPPLIERS, TO YOU OR ANY THIRD PARTIES IN ANY CIRCUMSTANCE IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES YOU PAY TO KRAFTWURX IN THE 12 MONTHS PRIOR TO THE ACTION GIVING RISE TO LIABILITY, AND (B) \$100. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. 16. Indemnity

YOU AGREE TO INDEMNIFY AND HOLD KRAFTWURX AND (AS APPLICABLE) KRAFTWURX PARENT, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, AGENTS, AND EMPLOYEES, HARMLESS FROM ANY CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES, MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF YOUR BREACH OF THIS AGREEMENT OR THE DOCUMENTS IT INCORPORATES BY REFERENCE, OR YOUR VIOLATION OF ANY LAW OR THE RIGHTS OF A THIRD PARTY.

## No Guaranty

Kraftwurx does not guarantee continuous, uninterrupted access to the Site, and operation of the Site may be interfered with by numerous factors outside Kraftwurx control. 18. Legal Compliance

You shall comply with all applicable domestic and international laws, statutes, ordinances and regulations regarding your use of Kraftwurx service and your listing, purchase, solicitation of offers to purchase, and sale of items



## **Severability**

If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Agreement shall remain in full force and effect.

## **No Agency**

You and Kraftwurx are independent contractors, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by this Agreement. 21. Kraftwurx Service

Kraftwurx reserves the right to modify or terminate the Kraftwurx service for any reason, without notice, at any time. Kraftwurx reserves the right to alter these Terms of Use or other Site policies at any time. If the alterations constitute a material change to the Terms of Use, Kraftwurx will notify you via email to the email address in your account. What constitutes a "material change" will be determined at Kraftwurx sole discretion, in good faith, and using common sense and reasonable judgment.

## **Choice of Law**

This Agreement shall in all respects be interpreted and construed with and by the laws of the State of Texas and disputes arising under this Agreement will be adjudicated by the courts of the State of Texas.

## **Disclosures**

The services hereunder are offered by Kraftwurx., located at

**Kraftwurx16125 Cypress Rosehill RoadCypress, TX 77429-1429**

If you are a Texas resident, you may have this same information emailed to you by sending a letter to the foregoing address with your email address and a request for this information.