

## TERMS OF USE - WEBSITE

Please note that the WEBSITE TERMS OF USE apply in full to our customers in the absence of a written agreement to the contrary. However, we will generally grant written permission to our customers to link to our Website and to use our copyrighted and trademarked materials in their promotion of our products. As a condition of such use, we require customers to enter into a written agreement governing that use. Please feel free to email us at <a href="mailto:saleseng@chassisplans.com">saleseng@chassisplans.com</a> for more information.

#### WEB SITE TERMS OF USE

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE CAREFULLY BEFORE USING THIS WEB SITE. ALL USERS OF THIS SITE AGREE THAT ACCESS TO AND USE OF THIS SITE ARE SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS AND OTHER APPLICABLE LAW. IF YOU DO NOT AGREE TO THESE TERMS AND CONDITIONS, PLEASE DO NOT USE THIS SITE.

#### GENERAL:

Chassis Plans, LLC ("Chassis Plans") maintains this website (the "Site") and all the information, communications, code, software, scripting, photos, text, video, graphics, music, sounds, images and other materials and services found on the Site (collectively "Content"), for the use of its customers, employees and members of the general public, but only for the lawful purposes described below. You are hereby granted permission to use the Content only in the manner expressly stated in these Web Site Terms of Use. All such permission terminates automatically if you breach any of the Web Site Terms of Use.

#### **COPYRIGHT:**

The entire Content included in this Site is copyrighted as a collective work under the United States and other copyright laws, and is the property of Chassis Plans and others. The collective work includes works that are licensed to Chassis Plans. Copyright © 2004 Chassis Plans LLC All rights reserved. No part of this Site may be reproduced or transmitted in any form or by any means, electronic or mechanical, including photocopying, recording, or any other information storage and retrieval system, without the written permission of the author.

You may display and, subject to any expressly stated restrictions or limitations relating to specific Content, download or print portions of the Content from the different areas of the Site solely for your own non-commercial use, or to place an order with Chassis Plans or purchase Chassis Plans' products. This is a license, not a transfer of title, is subject to the restrictions contained in these Website Terms of Use, and shall terminate automatically if you breach any of the Website Terms of Use. You may not decompile, reverse engineer, or disassemble software



content except and only to the extent permitted by applicable law. You agree not to remove any copyright or other proprietary notices from the Content and to prevent any unauthorized copying of the Content.

All other use of Content, including, but not limited to modification, publication, transmission, participation in the transfer or sale of, reproduction, creation of derivative works from, distribution, performance, display, incorporation into another web site, reproducing the Site (whether by linking, framing or any other method), or in any other way exploiting any of the Content, in whole or in part, or downloading and using software repeatedly for uses other than those expressly permitted may not be made without Chassis Plans' prior express written consent.

#### TRADEMARKS:

Chassis Plans and "The Original Industrial Computer Source" are trademarks of Chassis Plans, LLC. Chassis Plans trademarks may be used publicly only with permission from Chassis Plans. Fair use of Chassis Plans' trademarks in the advertising and promotion of Chassis Plans' products requires proper acknowledgment. All other trademarks are trademarks of their respective owners.

#### DISCLAIMER:

THIS SITE, THE CONTENT, AND THE PRODUCTS DESCRIBED IN THIS SITE ARE PROVIDED "AS IS." TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, CHASSIS PLANS DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OR OTHER VIOLATION OF RIGHTS. CHASSIS PLANS DOES NOT REPRESENT OR WARRANT THAT THE FUNCTIONS CONTAINED IN THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THIS SITE OR THE SERVER THAT MAKES THE SITE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. CHASSIS PLANS DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS REGARDING THE USE OF THE CONTENT IN TERMS OF ITS CORRECTNESS, COMPLETENESS, ACCURACY, ADEQUACY, USEFULNESS, TIMELINESS, RELIABILITY OR OTHERWISE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LIMITATION ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY.

#### LIMITATION OF LIABILITY:

CHASSIS PLANS SHALL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR RELATING TO THE USE OR THE INABILITY TO USE THE SITE, ITS CONTENT OR LINKS, INCLUDING, BUT NOT LIMITED TO, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, EVEN IF CHASSIS PLANS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL



# DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. INDEMNIFICATION:

You agree to indemnify, defend, and hold harmless Chassis Plans, its officers, directors, employees, agents, licensors and suppliers from and against all losses, expenses, damages and costs, including reasonable attorneys' fees, resulting from any violation of these terms and conditions or any activity related to your account (including negligent or wrongful conduct) by you or any other person accessing the site using your Internet account.

### LINKS TO THIRD PARTY WEB SITES:

In an attempt to provide increased value to our visitors, Chassis Plans may choose various third-party web sites to link to from its own site. However, even if the third party is affiliated with Chassis Plans, Chassis Plans has no control over these linked sites, all of which have separate privacy and data collection practices, independent of Chassis Plans. Chassis Plans has no responsibility or liability for these independent policies or actions and is not responsible for the privacy practices or the content of such web sites. These linked sites are only for your convenience and therefore you access them at your own risk.

In addition, a link to a non-Chassis Plans web site does not mean that Chassis Plans endorses or accepts any responsibility for the content, or the use, of such web site. It is up to you to take precautions to ensure that whatever you select for your use is free of such items as viruses, worms, trojan horses and other items of a destructive nature. Chassis Plans makes no representation or warranty as to any third party products.

Nonetheless, Chassis Plans seeks to protect the integrity of its web site and the links placed upon it and therefore requests any feedback on not only its own site, but for sites it links to as well (including if a specific link does not work).

#### **MISCELLANEOUS:**

If any provision of these Web Site Terms of Use is held to be invalid by any law, rule, order, or regulation of any government or by the final determination of any state or federal court, such invalidity shall not affect the enforceability of any other provision of the Web Site Terms of Use.

Chassis Plans may revise or withdraw the Content, in whole or in part, or make changes to the products described therein, at any time without notice, though Chassis Plans makes no commitment to update the Content.

Any claim relating to the Content shall be governed by the internal substantive laws of the State of California.

Chassis Plans may at any time revise these Web Site Terms of Use by updating this posting. By using the Site, you agree to be bound by any such revisions and you agree to periodically visit this page to determine the then current Web Site Terms of Use to which you are bound.



TERM; TERMINATION:

These terms and conditions are applicable to you upon your accessing the site. These terms and conditions, or any of them, may be terminated by Chassis Plans without notice, at any time, for any reason. The provisions relating to Copyrights, Trademark, Disclaimer, Limitation of Liability, Indemnification, and Miscellaneous shall survive any termination.

Copyright © 2011 Chassis Plans Last Updated: 3/21/2011