

## Terms and Conditions (Construction Plans)

*Dialect*



The Terms and Conditions ("Terms") are set herein by Dialect, LLC, a North Carolina Limited Liability Corporation, P.O. Box 560665, Charlotte, NC 28256 ("Dialect") and the purchaser who is an entity or a person who has purchased any of the products offered on this Dialect's web-sites "<http://www.dialectdesign.com/>" and "<http://www.coolmodernhouseplans.com/>" ("Purchaser") agrees to the "Terms and Conditions". This document will interchangeably refer to "Dialect" as "Dialect Design" or "Us" or "We" and will interchangeably refer to the "Purchaser" as "You" or "Client" herein.

### Building Codes and Regulations:

All sets of house plans may need to be modified to comply with local regulations, building codes, zoning ordinances, and local laws where the building is to be constructed. Since all states, municipalities, and counties in the United States have their own specific requirements, building codes, zoning ordinances and local laws, You may need to obtain building permits from your local government agencies, including but not limited to, building-code-enforcement agencies and zoning agencies before and during construction when using our plans.

### Foundation Plans:

The foundation plans in each set of house plans sold on Our web-sites "<http://www.dialectdesign.com/>" and "<http://www.coolmodernhouseplans.com/>" have been developed for a specific site conditions or geographical area, therefore foundation plans may need to be modified to correspond to Your specific building site, soil, climate, natural conditions and Your local building codes and regulations.

### Copy Restrictions, Use of Designer's Drawings, Intellectual Property:

All home plans We offer on Our web-sites "<http://www.dialectdesign.com/>" and "<http://www.coolmodernhouseplans.com/>" may not be used for the construction of more than one residence. All of Our plans offered on Our websites are protected under U.S. copyright laws. Dialect Design retains all rights, title, and ownership of the original design and all documentation including but not limited to the modified design, plans, which are considered to be "derivatives" of the original, and all supporting documentations. Dialect will also retain all common law, statutory, and other reserved rights, including the copyright and intellectual property rights.

Drawings prepared by Dialect are instruments of service for use solely with respect to the one time use for one instance and for one unit of this project. Please note that the copyright infringement fine is currently \$250,000 per incidence, plus all attorney fees.

### Disclaimer:

All of Our plans have been prepared as a general residential design and have been developed for a specific site condition or geographical area, therefore supplemental to these plans and documents, it is the Purchaser's builder's and the Purchaser's responsibility to adhere and follow all the equipments and the material's manufactures guide lines and instructions. In addition, the Purchaser and the Purchaser's builders are liable to practice the accepted standards for each building trade and material. All topographic, climatic conditions and local building codes should be verified and all foundation plans adapted accordingly.

Before the start of construction, the builder should check, verify, and be responsible for all dimensions and other details, by reviewing the plans for compliance with the governing local and state building codes and regulations for the geographic area in which the house is to be built. All local and state building codes and regulations must govern over all the plans sold on this Dialect's web-sites "<http://www.dialectdesign.com/>" and "<http://www.coolmodernhouseplans.com/>". All dimensions written on the plans govern over the scale of the plans in which it has been printed.

The Purchaser should check with the local building code enforcement and the zoning offices to verify and meet all requirements to adapt the plans for construction purposes. Any use of these plans without adaptation to the local and state standards, codes, site conditions and all other factors is at the Purchaser's sole risk. Dialect, LLC assumes no responsibility for changes made to these plans by others and makes no warranties, either expressed or implied, regarding these plans. The Purchaser agrees to indemnify, hold harmless, and defend Dialect, LLC, and their designers, employees, and subcontractors for all claims, costs, losses or damages resulting from the use of this information.

We only authorize the use of Our plans on the express condition that the purchaser comply with all local building codes, regulations, zoning requirements, and other applicable local and state laws, and ordinances.

All of the plans and designs offered by Dialect, LLC on this web-sites "<http://www.dialectdesign.com/>" and "[http://www.coolmodernhouseplans.com](http://www.coolmodernhouseplans.com/)" are exclusively created by their staff and contractors. Due to the many variables beyond our control, such as site conditions, variations in the construction materials, and the builders' work, neither Dialect, LLC, nor their owners, employees, and subcontractors are or can be responsible for any use that is made of these plans.

**Return Policy:**

All sales made on Our web site web-sites "<http://www.dialectdesign.com/>" and "[http://www.coolmodernhouseplans.com](http://www.coolmodernhouseplans.com/)" are final, therefore there are no refunds or exchanges. Dialect Design disclaims all other warranties, express or implied, including but not limited to merchantability or fitness of purpose.



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