BUILDIT
MATERIAL EXCHANGE

WHERE EXCESS MEETS ACCESS

# Vendor Membership Agreement

Terms and Conditions for Marketplace Participation and Your Agreement to Sell on BuildIt

Revision 1 - 11/17/2025

Address: WWW.BuildItMaterialExchange | Phone: 888-888-8888 | Email:: contact@builditmaterialexchange.com

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## Last Updated

11/17/2025

## Effective Upon

Vendor acceptance of this agreement during signup or renewal.

## 1. Membership and Eligibility

- All Vendors must provide accurate information during registration including name or business name, address, contact information, tax information when required, and any documents requested for verification.
- Vendors may be approved automatically or reviewed manually depending on the completeness of their application and other risk factors.
- Vendors may operate as a registered business, contractor, sole proprietor, or individual seller. BuildIt Material Exchange may request additional verification for individuals who are not operating as a business entity.
- Vendors must be at least 18 years of age.

## 2. Membership Fee and Refunds

- Vendor membership is 49.99 dollars per year, billed at signup and renewed annually unless canceled before the renewal date.
- Membership fees are nonrefundable except in the following situations: the Vendor is denied approval after submitting the application, or the Vendor is unable to list items due to BuildIt Material Exchange restrictions not caused by missing or inaccurate information submitted by the Vendor.
- Membership fees are not refunded if the Vendor chooses not to list items, becomes inactive, or fails to complete onboarding steps.
- Vendors are responsible for maintaining valid billing information so that membership renewal and applicable fees can be processed. Failure to maintain valid billing information may result in suspension of the Vendor account or inability to receive payouts.

## 3. Commission and Payouts

- BuildIt Material Exchange charges a commission on completed sales: 8 percent for standard listings and 5 percent for items over 10,000 dollars.
- Commissions are deducted automatically at payout.
- Payouts occur only after the order is marked as shipped or picked up, any required hold period has passed, and no disputes or claims are pending.
- BuildIt Material Exchange may place temporary holds on payouts for new vendors, high value items, fraud concerns, chargebacks, or disputes.
- Vendors are responsible for reporting profit from sales as income to federal or state tax authorities.



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## 4. Product Listings and Condition Requirements

- Vendors may list new, overstock, discontinued, scratch and dent, or gently used materials provided the condition is clearly disclosed.
- Listings must include accurate photos, honest descriptions, clear measurements, and correct pickup or shipping options.
- BuildIt Material Exchange may remove or hide listings that are misleading, unsafe, inaccurate, incomplete, fraudulent, or inappropriate.
- Vendors are responsible for ensuring all materials listed are legal to sell and safe for buyers.

## 5. Shipping, Pickup, and Fulfillment

- BuildIt Material Exchange does not handle packaging, shipping, freight, or delivery. Vendors are responsible for shipping and logistics.
- Vendors must clearly list each item as pickup only, shipping only, or both.
- Vendors are responsible for coordinating pickup with buyers in a timely and professional manner.
- Failure to fulfill orders may result in refunds, commission forfeiture, temporary suspension, or permanent removal from the marketplace.

## 6. Customer Service, Complaints, and Communication Requirements

- Vendors are responsible for all customer service related to product condition, missing parts, shipping issues, or pickup scheduling.
- Vendors must respond to customer messages within two business days.
- If a Vendor does not respond within the required timeframe, BuildIt Material Exchange may issue a warning, remove or pause listings, place payout holds, or suspend or terminate the Vendor account.
- Complaint Handling Policy: BuildIt Material Exchange may investigate complaints submitted by a buyer or another Vendor. Vendors must provide requested information within two business days. BuildIt Material Exchange may take corrective actions including removing listings, refunding buyers, holding payouts, issuing warnings, or terminating accounts.
- BuildIt Material Exchange may remove vendors who receive repeated complaints or create negative buyer experiences.

## 7. Fraud Prevention and Compliance

- BuildIt Material Exchange may require identity verification or documentation at any time.
- BuildIt Material Exchange may delay, hold, or cancel payouts if fraud, misrepresentation, suspicious activity, or violations are suspected.
- Vendors agree to follow all federal, state, and local laws related to business activity, tax reporting, transportation of materials, and product safety.


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## 8. Taxes and Reporting

- BuildIt Material Exchange automatically calculates and collects required state sales tax at checkout. Vendors do not need to collect or remit sales tax separately.
- BuildIt Material Exchange remits collected sales tax through its payment processor according to state requirements.
- BuildIt Material Exchange does not issue Form 1099 K. The payment processor may issue Form 1099 K if the Vendor meets IRS thresholds.
- Vendors are responsible for reporting income tax on their earnings.

## 9. Marketplace Conduct Requirements

- Vendors agree not to misrepresent product condition, upload inaccurate or misleading photos, redirect buyers off the platform to avoid commission, create duplicate or fake listings, engage in abusive communication, or sell prohibited or unsafe items.
- BuildIt Material Exchange may suspend or terminate any Vendor account that violates these rules.

## 10. Account Suspension or Termination

- BuildIt Material Exchange may suspend or remove a Vendor account for false information, unfulfilled orders, repeated complaints, fraud, suspicious activity, or failure to comply with this Agreement.
- Reinstatement is not guaranteed and is granted only at BuildIt Material Exchange's discretion.

## 11. Limitation of Liability

- BuildIt Material Exchange is a listing platform only. BuildIt Material Exchange is not responsible for quality, legality, or safety of items sold, vendor or buyer conduct, shipping delays or damages, product defects, loss of profit, or disputes between Vendors and buyers.
- Vendors use the platform at their own risk.

## 12. Agreement Updates

- BuildIt Material Exchange may update this Agreement at any time. Continued use of the platform indicates acceptance of updated terms.

## 13. Acceptance

- By checking the box on the registration form or listing products, the Vendor acknowledges that they have read, understood, and agree to follow this Agreement.


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