Purchasing Agreement

Cabinet Pro LLC

E-Mail: admin@cabinetpro.com

LIMITED WARRANTY: Cabinet Pro LLC is the developer and distributor of software for closets, garages, and the Kitchen & Bath Industry. This software is fully supported and periodically enhanced with new features. As with any large and complicated program that performs a multitude of tasks, this software package may contain errors. You are advised to perform manual checks on its performance until you have utilized each particular routine of the program. Although all of our software programs will have undergone extensive testing before their distribution, Cabinet Pro LLC cannot promise perfection. Cabinet Pro LLC does, however, agree to rectify any programming errors that may be found with the highest priority.

§1. The Company or individual purchasing or renting software with this contract, shown in **§19** below, shall be known hereafter as "The Company".

§2. Cabinet Pro LLC or any of its representatives are hereby released and are deemed to be not responsible in any way for any loss of profits, loss of business, material damage, personnel injury, or CNC router damage resulting from the use of this product - even if such loss, injury, or damage can be shown to be a result of the proper use of this product or of suggestions made by its representatives.

§3. Unless otherwise noted in Special Stipulations below, this purchase includes one seat, where a "seat" is defined as one single user installation on a single computer with a **Windows Operating System**. One and only one Registration Number shall be given per seat to install the software.

§4. All financial transactions of sales and services are final. There are **no refunds** on any part of this purchase, on any used or unused portion of any payment already made or on any future purchases or services from Cabinet Pro LLC.

§5. Program Updates are **not** included in this purchase, are **not** mandatory, and may be purchased **separately** as an **option**.

§6. Program Updates consist of program enhancements as well as corrections of known errors and may be downloaded ***only if*** The Company has opted to purchase the current year's pro-rated update/technical support package, valid from January 1 to December 31. Otherwise, downloading program updates is prohibited.

§7. Registration Numbers, transfer of software to another computer, and formal training shall only be given if The Company has the **most current** version of this software.

§8. All programs come with 30 days of Premium Technical Support that includes telephone support and remote access to the customer's computer for problem resolution. After these 30 days, technical support shall be limited to email unless the **optional** pro-rated Program Update/Technical Support package, discussed in §5 and §6, is separately purchased for the remainder of the current year.

§9. If this purchase includes a CNC edition of our software, The Company agrees to provide correct CNC code format and commands to Cabinet Pro LLC that are necessary to operate the CNC router of The Company, *with exceptions noted in **§10** below*. Cabinet Pro LLC agrees to adjust the CNC code output for any purchased post processor within the limitations noted in §10 so that it is in accordance with the specifications The Company provides. The Company agrees that the CNC code format and commands it will provide Cabinet Pro LLC will be in accordance with what is suggested by the manufacturer of his specific CNC router.

§10. In most cases, there is no charge for the 1st Post Processor required by any CNC Version. However there **will** be a charge for changing Post Processors or for changing CNC Routers. In addition, there *may* be a charge for altering an existing Post Processor to accommodate a non-essential feature such as hood movement, dust collection, transferring panels, table sweepers, etc.

§11. This Agreement involves the **right to use** the purchased software, not the purchase of the software itself. This right to use this software is for The Company designated below and is not transferable to another party, a changed company name, **nor** can it be sold to another party.

§12. Unless otherwise specified below, personalized training is available at additional cost from the amount shown below. Training Videos, however, are free of charge.

§13. Cabinet Pro LLC **does not** engage in verbal agreements of any sort. All agreements involving this purchase **must** be in written form. In addition, all parties bound in this contract agree that **all** representations of Cabinet Pro LLC's software or services are stated in **written** documentation at www.cabinetpro.com, current brochures, or emails. No representation has been made that is not to be found in one or more of these written forms.

§14. The sale of this software is considered to originate from Lane County, Oregon, and therefore ***no sales tax will be collected***. The Company bound in this contract has the responsibility of paying sales tax in his/her state, if it is applicable. In addition, it is agreed that any arbitration or litigation initiated by either party arising from any issue involving Cabinet Pro LLC and The Company and/or person bound in this contract is to be filed in Lane County, Oregon.

§15. If any provision of this Agreement or the application thereof shall, for any reason and to any extent, be invalid or unenforceable, neither the remainder of this Agreement nor the application of the provision to other persons, entities or circumstances shall be affected thereby, but instead shall be enforced to the maximum extent permitted by law.

§16. Special Stipulations and Add-On Modules: _____

§17. **Purchase Price:** _____

§18. **Product:** __Cabinet Pro STD __Door Pro STD Option **#:** ___
__Cabinet Pro CNC __Door Pro CNC Option **#:** ___

§19. Company Name: _____

If a *company* is **not** purchasing or renting this software, but rather an *individual*, then please enter that person's name here.

§20. Billing Address: _____City_____State:_____Zip:_____

§21. Work Telephone: _____Fax:_____ E-Mail Address: _____

§22. Credit Card Number: _____ Expiration Date: _____3-Digit Security Code (CCV): _____

(Do not include this information if you have already paid in full.) (On Back of Card)

§23. Primary Contact Name (please print): _____

§24. Signature:_____Date:_____

By signing this Agreement, I agree to abide by the contents of this contract and affirm that I have read and will honor the written Policies of Cabinet Pro LLC, existing at www.cabinetpro.com