Purchasing Agreement

(Standard)

Cabinet Pro LLC
Phone: (541) 776-9133
Fax: (541) 776-0007
E-Mail: admin@cabinetpro.com

AGREEMENT: *Please read the following terms of this purchase. Your signature below will signify agreement with these terms:*

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.

- 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.
- This purchase includes one seat, where a "seat" is defined as one installation on a given computer. One and only one Registration Number shall be given per seat to install the software. There are **no refunds** on any part of this purchase.
- All programs come with 30 days of free technical support. There exists an **optional** yearly charge for updates and general telephone support, due in January of each year. Updates consist of program enhancements as well as corrections of known errors. After the initial 30 days of technical support, the buyer has the **option** of paying a pro-rated amount to the end of the current calendar year to continue receiving updates and technical support until December 31 of the current year. Technical Support and Registration Numbers shall only be given for the most current version of the purchased program. Old versions will not be supported.
- If this purchase includes a CNC edition of our software, the Purchasing Company agrees to provide correct CNC code format and commands to Cabinet Pro LLC that are necessary to operate the CNC router of the Purchasing Company. Cabinet Pro LLC agrees to adjust the CNC code output so that it is in accordance with the specifications the purchasing company provides. The Purchasing 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.
- This Agreement involves the **right to use** the purchased software, not the purchase of the software itself. This right to use this software is not transferable to another party, **nor** can it be sold to another party.
- Onsite training is available at additional cost from the amount shown below.
- The sale of this software is considered to originate from Jackson County, Oregon, and therefore ***no sales tax will be collected***. The Company and/or person 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 Jackson County, Oregon.
- 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.

Special Stipulations:_____

_____

Purchase Price:_____ *Products Purchased:* __*Cabinet Pro* __*Door Pro* *Options:* __*Bidding* __*Cutlisting* __*Design* __*CNC* __*MDF Doors* __*Optimization*

Referred By:_____

Company Name:_____

Address:_____City_____State:_____Zip:_____

Work Telephone:_____Fax:_____

E-Mail Address: _____

Credit Card Number:_____ Expiration Date:_____

It is not necessary to fill out the Credit Card Information if you already purchased over the web or over the telephone.

Name (please print): _____3-Digit Security Code (CCV): _____

Signature:_____Date:_____