

Purchasing Agreement

Cabinet Pro LLC

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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 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 for Options 1 to 4, and 2 seats for Options 4P and above (see §17). A "seat" is defined as one installation on a single computer that has Administrative Rights with a **Windows Operating System**. 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 due to be made, on any future payment agreed to in this contract, on the monthly payments agreed to as part of the 4-Payment Plan described in §18A, §18B, & §18C, 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 free of charge during the 30 days following a purchase, or if the Company has opted to purchase the update/technical support package, valid from January 1 to December 31. Otherwise, downloading program updates or **any** software after initial installation is prohibited without written authorization.
- §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 free Technical Support for the current version that includes telephone support and remote access to the customer's computer for problem resolution. Old programs will have limited email technical support that may or may not resolve a given issue.
- §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. Cabinet Pro LLC agrees to adjust the CNC code output for any purchased post processor within the limitations, if any, noted in §16 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. In addition, the Company agrees to provide an expert who is thoroughly knowledgeable with the code required by the Company's CNC router to answer any questions from Cabinet Pro LLC that may arise from the building of a new or modified post processor. There may be a charge for creating or modifying a post processor if requested after 30 days following this purchase or if noted in §16 below, "Special Stipulations".
- §10. 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.
- §11. 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, or in §16 below, "Special Stipulations".
- §12. No sales tax is being collected by Cabinet Pro LLC. The Company is responsible to pay any sales tax due by its local government. Any tax paid by the company is totally independent of Cabinet Pro LLC and shall neither be reimbursed, collected, nor disbursed by Cabinet Pro LLC. However, residents from selected States may receive a Sales Tax bill from Cabinet Pro LLC in addition to the sales price of this software.
- §13. If Training is part of this agreement, then that training must be completed within 30 days of the date shown in §25 of this Agreement. After 30 days, any training remaining is forfeited without refund or compensation. Exceptions may be described in §16, Special Stipulations.
- §14. 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 and conducted in Las Vegas, Nevada.
- §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: _____

§17. **Product:** ☐ Cabinet Pro STD ☐ Cabinet Pro CNC ☐ Door Pro STD ☐ Door Pro CNC Option#: _____ (e.g., #3, #4P, #5, #6P, etc., found on www.cabinetpro.com)

§18. I am purchasing this software **with 1 payment and do not authorize any monthly charges**. Initial: _____

§18A. I am purchasing this software under the 4-Payment Plan _____ (Initial), and agree to abide by the terms set forth in §18B and §18C below.

§18B. **Monthly Payment:** \$_____ for the next 3 months following the date shown in §25 below.

§18C. Cabinet Pro LLC is authorized to automatically charge the **Monthly Payment** shown in §18B to the credit card shown in §22 below after the signing of this Agreement and on or about the day of the month shown in §25 each month for the next 3 months. The Company is receiving, in advance, a total of 120 days use of Cabinet Pro or Door Pro software during the time monthly payments are in effect. After the final payment is received by Cabinet Pro LLC, the Company will have purchased this software with no further monthly charges required or authorized. Initial: _____

§19. Company Name: _____

§20. Billing Address: _____ City: _____ State: _____ Postal Code: _____

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

§22. Credit Card Number (for the 4-Payment Plan only): _____ Expiration Date: _____ Security Code (CCV): _____

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

§24. Signature: _____ §25. Date: _____