Purchasing Agreement

(Competitive Upgrade)

Siskiyou Products
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: Siskiyou Products 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, Siskiyou Products cannot promise perfection. Siskiyou Products does, however, agree to rectify any programming errors that may be found with the highest priority.

- Siskiyou Products 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.
- All programs may be installed on two computers. The Premium Graphics module, however, may only be installed on **one** computer per purchase of that module. This Agreement involves the purchase of the **right to use** the software, not the software itself.
- 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.
- If this purchase includes a CNC edition of our software, the Purchasing Company agrees to provide correct CNC code format and commands to Siskiyou Products that are necessary to operate the CNC router of the Purchasing Company. Siskiyou Products 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 Siskiyou Products will be in accordance with what is suggested by the manufacturer of his specific CNC router.
- Part of this purchase consists of the trade-in of a fully operational copy of Competitive Software (and key if it exists) which is defined as a Cabinet Design software package that offers a CNC version, and that is currently owned by the Purchasing Company.
- Refund Policy: This sale is final, and there are no refunds of any sort on any amount of this sale.
- Deposit: If the Purchasing Company wishes to postpone the physical trade-in of their software for a period not to exceed 60 days, then a $2,500 deposit is required upon the initial purchase. **This deposit will be returned to the Purchasing Company if their Competitive Software is physically received by Siskiyou Products within 60 days of the initial purchase. If their Competitive Software is not received within 60 days of the initial purchase, then this $2,500 deposit is forfeited and non-refundable.**
- 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 Siskiyou Products 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.

Product Purchased (Check one): ____ *Cabinet Pro* ____ *Door Pro*

Name of Competitive Trade-In Software: _____

Trade-In Conditions (Check one):

___We are physically trading in our Competitive Software upon the initial purchase of Cabinet Pro (or Door Pro), and **a $2,500 deposit is therefore not needed**.

___We are keeping our Competitive Software for a period **not to exceed 60** days from the date of the initial purchase of Cabinet Pro (or Door Pro), and **a $2,500 deposit is therefore required**. (Payable as a **separate** company check or cashier's check.)

Company Name:_____

Address:_____ **City**_____ **State:**_____ **Zip:**_____

Work Telephone:_____ **Fax:**_____ **Home:**_____ (Optional)

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:**_____