

# 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.

- 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.
- 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.
- All sales are final. There are **no refunds** on any part of this purchase or on any future purchases of software or services from Cabinet Pro LLC.
- Full Technical Support and Program Updates are **not** part of this purchase, are **not** free, and are **not** mandatory, but instead may be purchased as an **option**.
- Program Updates consist of program enhancements as well as corrections of known errors and may be downloaded **only if** the buyer has opted to purchase the current year's update/technical support package, valid from January 1 to December 31. Otherwise, downloading program updates is prohibited.
- Registration Numbers, transfer of software to another computer, and formal training shall only be given if the user has the **most current** version of this software.
- All programs come with 30 days of free FULL 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 only unless the **optional** pro-rated update/technical support package, discussed above, is separately purchased for the remainder of the current year.
- 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 for any purchased post processor 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. If there is a charge for this 1<sup>st</sup> post processor for any reason, then this charge will be made clear **prior** to purchase and will be non-refundable. There **will** be a charge for changing Post Processors or for changing CNC Routers.
- 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 single company designated below and is not transferable to another party, a changed company name, **nor** can it be sold to another party.
- Unless otherwise specified below, training is available at additional cost from the amount shown below.
- 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](http://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.
- The sale of this software is considered to originate from Jackson County, Oregon, and therefore **no sales tax will be collected**. The Company 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:** \_\_\_\_\_ **Product Purchased:**  Cabinet Pro STD  Door Pro STD **Option #:** \_\_\_\_\_  
US Dollars  Cabinet Pro CNC  Door Pro CNC

Delivery of Software by Download only. Extra Charge for Delivery of Software by CD. **Additional Modules:** \_\_\_\_\_

Company Name: \_\_\_\_\_

Shipping Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Billing Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Work Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

(Not necessary if already paid in full)

\_\_\_\_\_ Cabinet Pro LLC has permission to automatically deduct \$\_\_\_\_\_ on or about the \_\_\_\_\_ of each month for \_\_\_\_\_ months starting on \_\_\_\_\_.  
Initialize US Dollars Day # Month/Day/Year  
to Authorize

Name (please print): \_\_\_\_\_ 3-Digit Security Code (CCV): \_\_\_\_\_  
On Back of Credit Card

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Your signature above denotes agreement with the terms set forth in this Contract

(Include the current year)

By signing this Agreement, I am agreeing to abide by the contents of this contract and affirm that I have read and will honor the Company Policies of Cabinet Pro LLC at [www.cabinetpro.com](http://www.cabinetpro.com)