Purchasing Agreement & Contract

Cabinet Pro LLC

E-Mail: admin@cabinetpro.com

§1. The Company or individual purchasing software with this contract, shown in **§21** 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 (see §19A & §19B). 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 for sales and services between Cabinet Pro LLC and the Company 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, or on any future payment agreed to in this contract or any addendum thereof, whether they have been paid or are still due to be paid. **Initial:** _____

§5. 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 pro-rated update charge which would be valid to December 31 of the current year. Otherwise, downloading program updates or **any** software after initial installation is prohibited without written authorization.

§6. In general, Program Updates are not included in this purchase, are not mandatory, and may be purchased separately each year as an option.

§7. The Company must have the most current updated version of this software **or** all installation files from an older version (saved and stored by the Company) in order to transfer this software to another computer or to obtain a Registration Number. Training and Technical Support, however, can only be given on the current version. **Initial:** _____

§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 is 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 §18 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 will be an additional charge for creating or modifying a post processor if requested after 30 days following this purchase unless an extension or exception is specifically noted in §18 below, "Special Stipulations"

§10. If this is a CNC edition, then any training that is part of this purchase includes testing the CNC code produced AND making any adjustments necessary to the Post Processor. All initial testing by The Company must be made with the spindle away from the material in the air to avoid potential damage to material, tools, and the CNC router in case of an error in the post processor. Any errors found, or any changes requested by The Company and approved by Cabinet Pro LLC, shall be made in a timely manner.

§11. Any training that is part of this purchase must be completed within 30 days of the date shown in §26 of this Agreement. After 30 days, any training remaining is forfeited without refund or compensation. Exceptions may be described in §18, Special Stipulations.

§12. Ownership as used in this agreement is defined as owning the rights to use the software without rental fees, not owning 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.

§13. Cabinet Pro LLC **does not** engage in verbal agreements of any sort, and it is agreed that no verbal agreements have been made between the Company and Cabinet Pro LLC. All agreements and representations involving this purchase and the products shown in §19A and §19B **must** be in written form, to include §18 below, "Special Stipulations". Since Cabinet Pro LLC does not know the specific needs and requirements of The Company, Cabinet Pro LLC makes no verbal or written claims of suitability of the products shown in §19A and §19B for any particular purpose. **Initial:** _____

§14. All features described as "automatic" in demonstrations, verbal discussions, and Cabinet Pro LLC's literature & website must be created, programmed, and set up by the Company. Although sample setups exist, they must be customized by the Company in order for this software to meet the manufacturing requirements of the Company.

§15. 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.

§16. 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.

§17. 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.

§18. Special Stipulations: _____

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§19A. **Product Purchased:** __*Cabinet Pro STD* __*Cabinet Pro CNC* __*Cabinet Pro & Door Pro CNC* __*Door Pro STD* __*Door Pro CNC*

§19B. **Add-on Modules:** _____ §19C **Total Price of Entire Order:** _____USD

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

§21. Company Name: _____

§22. Billing Address: _____City_____State:_____Postal Code:_____

§23. Telephone: _____ E-Mail Address: _____

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

§25. Signature:_____ §26. Date:_____

By signing this Agreement, I formally 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