

# Purchasing Agreement

(Rent-to-Own)

## 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.
- 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, including any payment or down payment received by Cabinet Pro LLC. In addition, there are no refunds on the purchase of any add-on modules or additional seats that are purchased now or in the future.
- There exists a **required** yearly charge for updates and general technical support, due in January of each year. Updates consist of program enhancements as well as corrections of known errors. The renter is required to pay a pro-rated amount to the end of the current calendar year to continue receiving updates and technical support as well as monthly program renewal codes. Technical Support and Registration Numbers shall only be given for the most current version of the rented program. Old versions will not be supported. Access codes for each month will only be given for the most recent version.
- A minimum of 20% of the Purchase Price is due upon purchase, with the balance divided by 12, 24, or 36 to arrive at the monthly principle due. The minimum monthly payment shall be the sum of this monthly principle due and 3% of the unpaid balance. No penalties shall exist for early payoff.
- Late or skipped payments shall result in the software shutting down until payment is received. There shall not be any late fees applied to late payments. In addition, finance charges shall not be applied until payment is received once again. **After 3 months without a payment, this purchase is considered terminated with any money paid to date forfeited.** After termination, the purchasing company shall not be held responsible for any further payments.
- 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:** \_\_\_\_\_ **Down Payment:** \_\_\_\_\_ **Products Purchased:**  Cabinet Pro  Options:  Bidding  CNC  
 Door Pro  Cutlisting  MDF Doors  
**Number of Months:**  12  24  36 **Minimum Payment per Month:** \_\_\_\_\_  Design  Optimization

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

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

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

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

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

Name (please print): \_\_\_\_\_ 3-Digit Security Code (CCV): \_\_\_\_\_

By signing this Agreement, I affirm that I have read the Company Policies of Cabinet Pro LLC at [www.cabinetpro.com](http://www.cabinetpro.com):

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

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