

CABINET DESIGN SERVICE TERMS AND CONDITIONS

Last Updated: March 10, 2026

These Cabinet Design Service Terms and Conditions ("Terms") govern access to and use of the cabinet design services made available by NorthPoint Cabinetry, a division of Hardware Resources, Inc. ("NorthPoint") through its website (the "Service"). The Service is offered exclusively for business-to-business (B2B) use for customers of NorthPoint. Each user accessing the Service shall be referred to as "User." The commercial entity employing or engaging the User shall be referred to as "Dealer."

1. Acceptance; Authority to Bind Dealer

By accessing, registering for, or using the Service, Dealer and each User agree to be bound by these Terms. User represents and warrants that it has the authority to act on behalf of Dealer and to bind Dealer to these Terms. If User does not have such authority, or if Dealer does not agree to these Terms, neither Dealer nor User may access or use the Service.

2. Modifications to These Terms

NorthPoint may update or modify these Terms from time to time in its sole discretion. Unless a later effective date is stated, updated Terms are effective when posted and apply to access to and use of the Service after the effective date. NorthPoint may provide notice of material changes by updating the "Last Updated" date above and/or by providing notice through the Service or by other reasonable means. Dealer is responsible for reviewing the Terms periodically. Continued use of the Service after updated Terms become effective constitutes acceptance of the updated Terms. If Dealer does not agree to updated Terms, Dealer must stop using the Service and ensure that its Users stop using the Service.

3. Description of the Service and Limitations

NorthPoint provides business customers with access, via its website, to a cabinet design service powered by Kitchen365, Inc. ("Kitchen365"). While NorthPoint facilitates access to the Service, all design services, including renderings, layouts, and other design outputs, are performed solely by Kitchen365. NorthPoint does not provide professional design services and does not control the methods or means by which Kitchen365 performs the design work.

During the time the Service remains free of charge, NorthPoint reserves the right, in its sole discretion, to exclude complex layouts, multi-room projects, custom requests, excessive revision cycles, etc. Design turnaround times are estimates, not guarantees. Typical turnaround for standard plans is one to two business days, but actual timing may vary depending on workload, complexity, information completeness, and platform queue volume.

4. Incorporation of Kitchen365 Terms

User's use of the Service is also subject to the version of Kitchen365's Master Terms in effect at the time of User's use of the Service. Kitchen365's Master Terms are available at <https://www.kitchen365.com/terms-and-conditions/>. Kitchen365's terms govern ownership of design deliverables, intellectual property rights, service limitations,



and disclaimers applicable to Kitchen365's services. In the event of a conflict, Kitchen365's Master Terms control with respect to Kitchen365's services and deliverables.

5. Eligibility; B2B Use Only

The Service is offered solely to Dealers who are active customers of NorthPoint Cabinetry. User represents and warrants that it is acting on behalf of a Dealer and has authority to bind Dealer to these Terms. Consumer protection laws applicable to individuals acting for personal, family, or household purposes do not apply to the Service. NorthPoint has sole discretion in determining whether a Dealer is considered an active customer, which will be based in part on Dealer's purchasing history with or imminent future likelihood of making purchases from NorthPoint.

6. Account Security; Authorized Users

Access to the Service is permitted only for Users who are authorized by Dealer and who use the Service solely on Dealer's behalf for Dealer's business purposes. Dealer is responsible for (a) ensuring that only authorized Users access the Service, (b) maintaining the confidentiality of all usernames, passwords, access tokens, and other login credentials, and (c) all activities that occur under Dealer's and its Users' accounts, whether or not authorized by Dealer. Dealer and Users must not share credentials with any other person, reuse credentials in an insecure manner, or permit access by any third party. Dealer must promptly notify NorthPoint of any suspected or actual unauthorized access to, or compromise of, any account or credentials and must cooperate with reasonable steps to remediate such incident. NorthPoint may suspend, limit, or terminate access to the Service (in whole or in part) immediately, without liability, if NorthPoint reasonably believes that Dealer's or any User's access or use (i) violates these Terms or Kitchen365's Master Terms, (ii) poses a security risk to the Service, NorthPoint, Kitchen365, Dealer, or any third party, (iii) may subject NorthPoint or Kitchen365 to liability, or (iv) involves fraud, misuse, abuse, or unauthorized access.

7. Dealer Submissions

To use the Service, Dealer may be required to submit measurements, specifications, plans, images, preferences, and other information requested by Kitchen365 ("Customer Inputs"). Dealer represents and warrants that it owns or has all necessary rights to provide the Customer Inputs and that the Customer Inputs do not infringe any third-party rights. Dealer acknowledges that design accuracy depends on the accuracy and completeness of the Customer Inputs.

8. Fees and Pricing

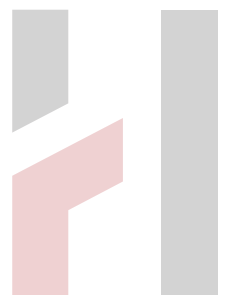
The Service is being offered by NorthPoint at no charge during an initial promotional period. NorthPoint reserves the right to charge fees for the Service in the future, including subscription fees, per-design fees, or other pricing models. Any such fees will be disclosed prior to charging Dealer. Continued use of the Service after such disclosure will constitute acceptance of the updated pricing.

During the time the Service remains free of charge, NorthPoint reserves the right to limit access to or use of the Service in its sole discretion, especially in cases of overuse, abuse, misuse, or in the event Dealer ceases to be an active customer of NorthPoint.

9. Ownership of Designs; License to NorthPoint

9.1 Design Ownership

As between Dealer and Kitchen365, ownership of designs, renderings, layouts, and other outputs generated through the Service ("Design Outputs") is governed by Kitchen365's Master Terms.



Except for the license expressly granted to NorthPoint under Section 9.2, and subject to Kitchen365's Master Terms, Dealer and/or Dealer's customer retain any right, title, and interest they may have in and to the Design Outputs.

9.2 License Grant to NorthPoint

To the fullest extent permitted by Kitchen365's Master Terms and applicable law, Dealer grants NorthPoint and its affiliates a non-exclusive, irrevocable, perpetual, worldwide, royalty-free, fully paid-up license, with the right to sublicense through multiple tiers, to use, reproduce, display, distribute, modify, adapt, create derivative works from, and otherwise exploit the Design Outputs for any lawful business purpose. This includes use in marketing, advertising, demonstrations, training, portfolios, case studies, and sales activities, in any media now known or later developed, with or without attribution and without obligation to Dealer or its customer. This license survives termination of the Service.

10. Data Privacy and Customer Information (B2B)

In connection with the Service, NorthPoint and Kitchen365 may collect business contact information, project-related data, and other information submitted in a commercial context ("Customer Information"). Customer Information is used to provide and improve the Service, perform design services, support business communications, marketing, and sales activities, and comply with legal obligations. Customer Information may be shared with Kitchen365, affiliates, service providers, and professional advisors under appropriate confidentiality and data protection obligations.

11. No Professional Advice; No Guarantees

The Service is provided for conceptual and visualization purposes only. Design Outputs are not construction documents and should not be relied upon as final plans for manufacturing, installation, or construction without independent verification.

NorthPoint does not guarantee that Design Outputs will meet building codes, safety standards, or manufacturer specifications. Dealer remains responsible for all field verification, jobsite measurements, spacing, clearances, building code compliance, and any required permits.

12. Disclaimers

THE SERVICE IS PROVIDED "AS IS" AND "AS AVAILABLE." TO THE MAXIMUM EXTENT PERMITTED BY LAW, HARDWARE RESOURCES, INC. DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

13. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, NEITHER HARDWARE RESOURCES, INC. NOR ITS AFFILIATES SHALL BE LIABLE FOR LOST PROFITS OR FOR ANY OTHER INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES. HARDWARE RESOURCES, INC.'S TOTAL LIABILITY SHALL NOT EXCEED THE AMOUNT PAID BY DEALER FOR THE SERVICE DURING THE ONE (1) MONTH PRECEDING EVENTS GIVING RISE TO THE CLAIM.

14. Indemnification

Dealer agrees to indemnify, defend, and hold harmless Hardware Resources, Inc., and its parents, affiliates, subsidiaries and each of their employees, agents, shareholders, partners, members, officers, and directors from claims arising out of the Customer Inputs, Dealer's use of the Service or Design Outputs, or violation of these Terms or Kitchen365's Master Terms.



15. Termination

NorthPoint may suspend or terminate access to the Service at any time. Provisions intended to survive termination shall survive. NorthPoint is not responsible for housing or retaining either the Customer Inputs or Design Outputs.

16. Governing Law; Venue

These Terms are governed by the laws of the State of Texas, without regard to conflict-of-law principles. Any legal action or proceeding arising out of or relating to these Terms or the Service shall be brought exclusively in the state or federal courts located in the State of Texas, and the parties irrevocably consent to such venue and jurisdiction.

