

TERMS AND CONDITIONS

SCOPE OF WORK. Gene Huller, (hereinafter "technician") is available to provide a variety of on-site and off-site computer and printer services including but not limited to diagnostic, troubleshooting, repairs, maintenance, cleanings, installations, upgrades, backup, and recoveries as well as computer instruction. **Note:** Computers more than 4 years old and ink jet printers are generally not worth repairing due in part to the high availability of low cost computers and ink jet printers.

TERMS OF PAYMENT. Payment for the diagnostic, if a charge applies, is due upon receipt of technician's recommendations. Payment for other Computer Support Services is due as of the invoice date. Payment may be made by cash, check or money order made payable to **Gene Huller**. Payment not received within 30 days of due date will be subject to a penalty of 1.5% of the total invoice each month until the balance is paid in full. Client will be responsible for all expenses incurred in the collection of payments due, including attorney fees. If Client is a corporation, LLC, or other type of entity, the person signing below on behalf of such entity does personally guaranty payment, yet will not be held personally liable. **No trouble found:** When technician cannot find a problem or duplicate the problem described by the client and the same problem occurs within 30 days from the date of the technician's diagnostic, no fee for a second diagnostic will be required.

GUARANTEE FOR GOOD REPAIR. Technician's repairs are guaranteed for 30 days from the date the repair was performed. However, this guarantee applies only to repairs performed by technician in response to the problems identified on the Estimate. Any problem that originates after the repair will be treated as a new repair requiring a new Estimate. If any new part installed by technician is defective, technician will not be responsible for the replacement part but will provide installation of the replacement part at no charge if notified within 60 days of the original installation. This guarantee is limited to the stated repairs and installation only and does not extend to any "back-up" service or other services/repairs/parts provided by technician. This guarantee will not apply if 1) technician is not notified immediately of the failed repair; 2) technician is not provided with an opportunity to inspect and correct the repair; and/or 3) attempts to correct the repair were made by client or other person prior to technician being afforded the opportunity to inspect and correct the repair.

PURCHASE OF PARTS OR SOFTWARE. Should a part or software program or suite be needed, technician will advise client and provide client with an estimated cost and online and retail purchase locations for the part or software. The client is responsible for purchasing any needed parts or software directly. Client agrees to hold technician harmless for any defects with the part or software itself and will seek a replacement with the manufacturer or retailer, depending on the return/replacement policy in place at the time of the client's purchase. The technician will treat the replacement part or software as if it were the original with no additional charges to the client outside those detailed in the original Estimate.

MANUFACTURER'S WARRANTY. Computers have varying warranty coverage, depending on the manufacturer, model, and date of purchase. There is typically no warranty coverage for software-related problems or problems related to or caused by the installation of any hardware item(s) following the original purchase, accidental damage, spilled liquids or service performed by anyone other than an authorized computer technician. Although technician may be authorized to make repairs pursuant to a manufacturer's warranty, technician is not employed by, an agent for or a representative of any manufacturer. In the event that the identified problem may qualify for warranty coverage, client must provide a Proof of Purchase prior to any service by technician. The Proof of Purchase will be necessary to confirm the existence and availability of the manufacturer's warranty. Should there be available warranty coverage for the necessary repairs and/or parts, client will not be charged for the covered repair/part. However, a charge will still apply for any service technician provides in addition to the covered repair and/or part.

LIABILITY. Client acknowledges that the liability of technician for claims or damages, costs of defense or suit, attorney's fees and expenses and payments arising out of or related to the technician's negligence or breach of any obligation under these Terms and Conditions, including errors and omissions in the repairs/services provided, shall be limited to liquidated damages in an amount equal to the fee paid to the technician, and this liability shall be exclusive. Client waives any claim for consequential, exemplary, special or incidental damages or for loss of data or loss of the use of the computer. In no event shall technician be liable for special, incidental, consequential, punitive, indirect, or other special damages, including but not limited to, loss of data, use, or profits, however caused, whether for breach of contract, negligence, or otherwise, and whether or not technician has been advised of the possibility of any such damages. Client acknowledges that the liquidated damages are not intended as a penalty but are intended (i) to reflect the fact that actual damages may be difficult and impractical to ascertain; (ii) to allocate risk among the technician and client; and (iii) to enable the technician to perform services at the stated fee.

POST SERVICE/REPAIR PROBLEMS. Should client experience problems following the service/repair, client must provide technician with: (1) written notification of the problems within 10 days of discovery of the problems, and (2) opportunity to inspect computer and determine appropriate action prior to any attempts by client or others to take corrective measures. Failure to provide technician with said notice and opportunity will release technician from any and all obligations or liability of any kind.

GOVERNING LAW. These Terms and Conditions will be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. The parties agree that any litigation shall be filed in Chester County. In the event that client fails to prove any adverse claims against technician in a court of law, client agrees to pay all legal costs, expenses and fees of technician including attorney fees, in defending said claims.

SEVERABILITY/SCOPE. These Terms and Conditions are severable such that if any court declares any provision invalid or unenforceable, the remaining provisions will remain in effect. These Terms and Conditions, the Estimate and Invoice represent the entire agreement between the parties. No statement or promise of technician shall be binding unless reduced to writing and signed by technician. No change or modification shall be enforceable against any party unless such change or modification is in writing and signed by the parties. These Terms and Conditions, the Estimate and Invoice shall be binding upon and enforceable by the parties and their heirs, executors, administrators, successors and assignees. Client shall have no cause of action against technician after one year from the date of the service/repair.