



## Service Request: Applicable Terms Of Service (TOS)

Unless expressly waived in writing by an authorized AVS Tech Team agent, the terms below apply to all requests (Service Requests) a person (Customer) makes to AVS Tech Team (AVS) for services (e.g., computer repair, networking work, consulting work, etc.).

**LIMITED WARRANTY.** AVS warrants equipment it sells for 30 days. After that period, the manufacturer's warranty (if any) applies. Additionally, AVS warrants refurbished desktop and laptop personal computers it sells for 6 months from the date of purchase, for parts and labor. New desktop and laptop computers are warranted for the period designated by the manufacturer (if any). If a customer timely files a warranty claim for a custom computer, AVS will perform the duties set forth in the Tech Team Applicable Terms of Service under paragraphs "Defects in Workmanship" and "Repair all Defects. To file a claim under this warranty, Customer must contact AVS (1) in person at the AVS Tech Team location of purchase or (2) call (888) 282-4943. Customer must provide original receipts at the time of the warranty Service Request for all repairs covered under a product warranty. This warranty only applies to a Customer who purchased a computer directly from AVS. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

**RESTOCK FEE.** If Customer returns any equipment for reasons other than the equipment is defective, Customer must pay a 15% restock fee (15% of the total cost Customer paid for the equipment). AVS has sole discretion to determine if a Restock Fee is to be charged.

**DEPOSIT.** If the Service Request requires AVS to special-order equipment, Customer must provide a nonrefundable deposit as AVS determines.

**REPAIR ESTIMATE.** Customer must pay up to, but not exceeding, the estimated amount on the work order. AVS will notify Customer for approval of repairs that will exceed the estimated amount on the work order before the product is repaired. If Customer does not approve exceeding the estimate, the product will be returned to the drop-off location unrepaired.

**COMPLETION DATE.** AVS will strive to complete all Service Requests in a workmanlike manner and per industry standards, and in a reasonable amount of time based on existing network knowledge. AVS will also strive to meet any estimated completion date, but that date may be changed at AVS's discretion or not met for various reasons, including those outside of AVS's reasonable control (such as delays a third party causes). AVS will attempt to notify the Customer (e.g., by telephone or otherwise) of a change in any estimated completion date. AVS is not liable for delays in work or faults in workmanship a third party causes, including third parties AVS works through to perform the Service Request.

**PREEXISTING CONDITIONS.** AVS may not be able to perform a Service Request due to conditions pre-dating the Service Request. In that case, AVS will attempt to contact Customer. But AVS will not perform any further work on the Service Request.

**REPLACEMENT PARTS.** If replacement parts are required for any Service Request, AVS will use new or rebuilt parts that perform to the factory operational specifications of the product. Customer is responsible for the replacement parts' costs.

**REPAIR ALL DEFECTS.** AVS technicians will repair at Customer's cost all defects they discover while performing a Service Request upon Customer's agreeing to applicable fees (unless otherwise requested).

**DEFECTS IN WORKMANSHIP.** AVS will without charge correct defects in its workmanship if reported to it within 7 days after pickup.

**PHYSICAL DAMAGE.** AVS is not liable for any damage to equipment that occurs while in its possession for a Service Request if attributable to an event outside AVS's control or to Customer's negligence, or if existed when the product was delivered to AVS. Notwithstanding anything else in this TOS, AVS's maximum liability for physical damage to a product is limited to the actual cost to repair or replace the specific part damaged. Customer waives any claims related to physical damage allegedly arising while in AVS's possession if Customer fails to report it at pickup.

**ABANDONED GOODS.** AVS will provide this TOS to a Customer who makes a Service Request. When the Service Request is done, AVS will try to notify Customer by a method of AVS's choice (e.g., telephone or otherwise). If Customer within 30 days of that attempted notice fails to pick up equipment Customer deposited with AVS as part of the Service Request, Customer is deemed to have intended to abandon that equipment, and all such equipment is deemed abandoned. AVS accepts no responsibility for abandoned equipment. AVS may dispose of abandoned equipment as it wishes. Customer releases AVS and waives any claims regarding such disposal.

**LABOR CHARGE.** Customer agrees to the minimum labor charge for troubleshooting a product subject to a Service Request if such labor charge isn't covered by Customer's product warranty. Other charges (e.g., parts and labor) may apply to a Service Request if not covered by a product warranty, and Customer must refer to the product warranty's terms for information about coverage and charges (e.g.,

problems with products that may not be covered by a warranty might include damage caused by acts of nature, cleanings, or Customer adjustments). Any requests that AVS provide training services will be charged at AVS's then-current labor rates.

**BACKUP.** Customer must backup all data on a product Customer asks for service or repair on. AVS will not backup any data on a product unless Customer specifically asks for it at the time of the Service Request and agrees to applicable fees. If AVS performs a backup, it may make a single backup, which it must erase or, if Customer does not promptly pick it up, destroy. Even if Customer asks AVS for a backup, AVS is not liable for any loss of any data, software, information or files during the backup. Before delivering a product for a Service Request, Customer must remove all media (compact disks, etc). AVS is not liable for any loss of media that is not removed or data not backed up but allegedly lost during a Service Request.

**ON-SITE SERVICES.** For on-site services, a person at least 18 years old must be present during the entire period services are provided. If no person at least 18 years old is present when the technician arrives, services will be denied and a \$65 cancellation charge will be assessed to Customer. On-site services may also be denied if dangerous or unhealthy conditions are present.

**END USER LICENSE AGREEMENTS.** AVS may accept for Customer End User License Agreements when performing a Service Request.

**MISCELLANEOUS.** AVS may refuse a Service Request to anyone for any reason at any time as allowed by law. AVS is not liable to Customer or any third party should it exercise its right to refuse a Service Request. This TOS is the entire agreement between AVS and Customer as to a Service Request. This TOS, and Customer's purchase of Service Request, are governed by the Michigan law. Neither the course of conduct between the parties nor trade practice may modify these TOS. If any part of these TOS is found by a court to be invalid, that does not invalidate the remaining terms.

#### **PAYMENT**

Unless stated in writing otherwise, all fees and charges are nonrefundable. AVS may change the fees and charges then in effect, or add new fees or charges, by giving Customer notice in advance. Customer's Service Request placement is an affirmative agreement by Customer to be bound by these TOS.

#### **LIMITATIONS TO SERVICE**

AVS is not liable for any loss, or failure or delay in performing the Service Request, due to a cause beyond its control.

#### **INDEMNIFICATION**

Customer agrees to indemnify, defend, and hold harmless AVS (and its affiliates and their respective officers, directors, employees and agents, including the AVS Tech Team) from and against any and all claims (including suits, causes of action, demands, liens, encumbrances, security interests,) and all losses (including damages, settlements, judgments, costs, obligations, liabilities, and attorneys' fees) that a third party may seek against AVS. that arise from or relate to Customer's alleged (a) breach of this TOS; (b) infringement of any patent, copyright, trademark, trade secret or other property or contract right of any other person; (c) failure to promptly pay sums due third parties; (d) failure to comply with applicable laws, regulations or ordinances; or (e) acts or omissions of Customer (or its officers, directors, employees or agents).

#### **DISCLAIMER OF WARRANTIES**

TO THE EXTENT LAW ALLOWS, CUSTOMER EXPRESSLY AGREES THAT ITS MAKING OF A SERVICE REQUEST AND USE OF AVS'S SERVICES ARE AT CUSTOMER'S SOLE RISK. SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. EXCEPT AS EXPRESSLY PROVIDED HEREIN, AVS EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WHETHER FOR SERVICES OR GOODS, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. AVS MAKES NO WARRANTY THAT THE SERVICE REQUEST WORK WILL MEET ANY CUSTOMER REQUIREMENTS, OR THAT THE WORK WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. NOR DOES AVS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE PRODUCT THAT IS THE SUBJECT OF A SERVICE REQUEST. NO ADVICE OR INFORMATION, ORAL OR WRITTEN, OBTAINED BY CUSTOMER FROM AVS CREATES ANY WARRANTY NOT MADE HERE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

#### **LIMITATION OF LIABILITY**

TO THE EXTENT LAW ALLOWS, AVS IS NOT LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, RESULTING FROM WORK PERFORMED ON CUSTOMER'S EQUIPMENT PURSUANT TO A SERVICE REQUEST OR FROM CUSTOMER'S INABILITY TO USE THE EQUIPMENT THAT IS THE SUBJECT OF A SERVICE REQUEST, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, EVEN IF AVS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME STATES DO NOT ALLOW EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.