

Top Tier Computers

Computer repair, systems & accessories

Service Terms and Conditions

Applicable to all services

I understand and agree to the following Top Tier Computers Service Terms and Conditions:

Data Loss

The requested repair and/or installation service may cause partial or complete data loss from my equipment. I must maintain backups and assume all responsibility from restoring any lost software or data. Top Tier Computers assumes no responsibility from any software program, data loss or restoration.

Warranty Repairs

A valid proof of purchase must be provided before any Warranty work will be performed. I understand that the operating system, other software, software configurations, and Virus detection/removal are not covered by manufacturers' warranties and that normal Non-Warranty diagnostic and repair rates will apply.

Non-Warranty Repairs

A diagnostic fee is due for diagnosing and confirming the problem. If I choose to have equipment repaired, additional charges apply at normal posted shop rates. I understand that a payment in full is due before any equipment can be released by Top Tier Computers.

Data Backup Service

Top Tier Computers can provide limited data file backup of specific data files only ("Data Backup Service"). It does not include the programs or program files that created the data. However, Top Tier Computers can reinstall these programs for an additional fee if the original disk and license keys are provided.

In order to provide the Data Backup Service, the hard drive with files to be backed up, must be functioning and accessible. For an additional charge, Top Tier Computers can also supply the storage media for the backup service.

Top Tier Computers disclaims any warranty of any kind of the Data Backup Service or of the integrity or completeness of any data backup files. Top Tier Computers assumes no responsibility for any software programs, data loss or restoration. In no event shall Top Tier Computers be held liable for any consequential or incidental damages due to loss data, lost programs or defects in parts or labor. The total liability of Top Tier Computers shall in no event exceed the total sum paid to Top Tier Computers for the data file backup service. The customer acknowledges that the estimated and actual fees reflect this limitation of liability and risk.

Parts Used for Repair

I understand that New, Used, Reconditioned or Re-manufactured parts may be used in Warranty and Non-warranty repairs.

Non-Return of Parts

I understand that all Warranty parts and Non-warranty parts replaced under and Exchange or core basis will not be returned to me. Other replaced parts will be tendered to me.

Unclaimed Equipment: Security Interest

Customer grants Top Tier Computers a security interest in and to the equipment to secure the payment of the charges incurred hereunder. Any items which have not been claimed and paid within thirty (30) days of my declining repair or Top Tier Computer's notification that the work is complete shall be considered abandoned by the customer. I authorize Top Tier Computers to dispose of the abandoned equipment including all data and programs.

Limited Warranty

Top Tier Computers warrants that all replacement parts used will be free from defects in material or workmanship for 90 days from date of purchase. Top Tier Computers will repair or replace, at its option, parts found to be defective during that time period. Repair and installation is warranted for 30 days from date of purchase and is limited to a redo of the original work. THIS LIMITED WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES, OTHER THAN THE WARRANTY OF TITLE, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE.

Limit of Liability

In no event shall Top Tier Computers be liable for and consequential or incidental damages due to lost data/programs, defects in parts or labor. The total liability of Top Tier Computers shall in no event exceed the total sum paid to Top Tier Computers for this repair. Customer acknowledges that the estimated and actual fees reflect this limitation of liability and allocation of risk.

Complete Agreement

The foregoing Service Terms and Conditions and the Service Check-in Form constitute the entire agreement between the parties, except that the Customer specifically authorizes Top Tier Computers to provide services that Customer may request by telephone. No amendment to or modification of this agreement will be binding unless it is in writing and signed by an authorized Top Tier Computers Executive. I signify my acceptance to the foregoing by signing my name.

Customer Signature _____

Date _____