

Residential Computer Service Terms and Conditions

NOTICE TO CONSUMER:

1. A buyer of this product in California has the right to have this product serviced and repaired during the warranty period. The warranty period will be extended for the number of whole days that the product has been out of the buyer's hands for warranty repairs. If a defect exists during the warranty period, the warranty will not expire until the defect has been fixed. The warranty period also will be extended if the warranty repairs have not been performed due to delays caused by circumstances beyond the control of the buyer, or if the warranty repairs did not remedy the defect and the buyer notifies the manufacturer or seller of the failure of the repairs within 60 days after they were completed. If, after a reasonable number of attempts, the defect has not been fixed, the buyer may return this product for a replacement or a refund subject, in either case, to deduction of a reasonable charge for usage. The time extension does not affect the protection or remedies the buyer has under other laws.

2. Diagnostic Fee, if applicable, shall not exceed \$30.00. This is charged whether or not you accept our bid to repair the Purchaser's equipment. All repairs will be COD unless previous terms have been established with RCS.

Terms and Conditions:

This end-user accepts all terms and conditions set forth herein by Residential Computer Service (RCS) to the original purchaser ("Purchaser") when the Purchaser purchases any RCS product ("Product").

Our Guarantee:

If your computer has been serviced by us and you still experiencing the same issues even after we performed a system diagnostics or you feel we misdiagnosed the repair, contact us within 10 business days and we will schedule an appointment to look at your PC again. We will repair the unit if it is related to the original complaint free of charge!
*Pick-up/Delivery charges or spyware problems are excluded.

Turnaround Time:

First come, first served; first in, first out.
We make every effort to diagnose and provide a written estimate of repair within 24 hours of receiving your equipment. We will do our best to offer you an estimated time for completion. RCS maintenance service agreement Purchasers are exempt from the aforementioned policy.

Return Policy:

We are not responsible for damage caused by faulty installation, improper usage, or technical work done outside our company. Any returned items must be properly packaged according to Original Equipment Manufacturer.

RCS may accept returns on Product up to 20 days from date of purchase at company's discretion. Returns, order cancellations and trade-in are subject to a 20% restocking fee as our suppliers charge this fee to RCS. After 20 days Product returns and order cancellation will not be accepted for any reason.

All RMA and return items must be accompanied with original purchase receipt and its original packaging, manuals, software, and accessories (if applicable). In the event of a return, you may be charged additional shipping and handling fees for they are not refundable. RCS will provide insurance to all parcels and is not responsible for the lost or damaged packages shipped by any means. Any returns shipped through a secondary shipper company i.e. UPS, USPS, Fed EX, etc. must be shipped insured and prepaid.

Repair Policy:

Repairs or replacement will be done at RCS' discretion. All items will be repaired or replaced, if replacement is not available, we will issue a store credit. No cash refunds. If there is a manufacturer's direct warranty, we require that you return the item directly to the manufacturer. You will not be reimbursed for repairs not performed by RCS or at another computer repair facility. Otherwise additional shipping and handling charges will apply.

Repair Charges:

RCS hourly rates are based on the location of the Purchaser; there is a one-hour minimum charge on all service calls. If the location of the Purchaser is outside the city limits of Manteca, CA, 44.5 cents per mile may be charged plus the cost of all parts used. You will not be reimbursed if you decide to repair your product yourself or at your nearest computer store.

Price and Product Availability Policy:

Due to the volatility of the computer industry, prices may vary without immediate notice. Therefore, RCS reserve the right to change prices or substitute parts or components without prior notice of the Purchaser. Most products are on an "on-order" basis. Prices quoted are for cash purchase only.

Rate Policy:

Our on-site rate is \$40.00 per hour plus 44.5 cents for each mile. Our in-shop rate is \$30.00. All labor has a one-hour minimum.

Estimates:

An estimate for repairs, as required (section 9844 of the California Business and Professions Code), shall be given to the Purchaser by RCS in writing. RCS may not charge for work done or parts supplied in excess of the estimate without the prior consent of the Purchaser. Where provided in writing the service dealer may charge a reasonable fee for services provided in determining the nature of the malfunction in preparation of a written estimate for repair. For information, contact the Bureau of Electronic and Appliance Repair, Department of Consumer Affairs, Sacramento, CA 95814.

Payment:

Terms are COD, except where a satisfactory open account has been

established, in which case terms are net upon receipt of the invoice. Purchaser is responsible for a \$25.00 return fee on all returned checks.

Late Fees:

Delinquent invoices will be assessed a \$15 late charge if payment is not received within 10 days of the invoice date. If an invoice remains delinquent 30 days after its due date, an additional \$10 per month will be assessed for each month of delinquency. If legal actions is required to collect on any past due invoices, Purchaser will agree to pay for any reasonable attorney's fees and all related costs and expenses. Purchaser further agrees that the venue and jurisdictions for all legal actions shall be San Joaquin County, CA. All labor charges on this invoice are non-refundable.

Abandoned Computer Policy:

RCS has the right to dispose of, use, or sell any property that is left on the premises for a period of 30 days without notice of reason or pickup date by the Purchaser. Such items shall be property of RCS.

Data, Programs, and Loss Disclaimer policy:

In No Event and under No Circumstances will RCS or any of its affiliates and employees are liable to any party for any Direct, Indirect, Special, Consequential, or any other form of Damages of any kind that might result from our services. We will not be liable for, nor will we accept responsibility for, any damages that may result, which may include, without limitation, any Lost Profits, Business Interruption, Loss Of Programs, Lost Data, or Any Other Form of Lose regardless of the manner or type even if we are expressly advised of the possibility of such damage(s). It is solely your responsibility as the Purchaser to back up any software programs, data, or information stored on any storage media or any part of a Product returned for warranty service or repair to RCS.

End-User Limited Product Warranty:

This end-user limited product warranty ("Warranty") is extended by Residential Computer Service (RCS) to the original purchaser ("Purchaser") of any RCS product ("Product") this Warranty and is not transferable.

Warranty Policy:

The warranties that we issue are strictly reliant upon the warranty or warranties provided by the original manufacturer of the component or components that we install in your computer. Any warranty extensions will be made in writing and "only in writing". If you do not have a written warranty extension, then the warranty is the length or term offered by the respective original component manufacturer. Defective items will be repaired, replaced, or credited within 30 days at company's discretion. A minimum of one week of lead-time may be needed for replacement merchandise. RCS reserves the right to replace defective parts with compatible components that match current market value. RCS' liability shall not exceed the purchase price of the item. You, the Purchaser, should be aware of the fact that should any component be returned to us under warranty, it will be examined and tested to determine the cause of the failure. If we determine that the component failed as the result of user mishandling, mistake, error or any of the other reasons as noted below in "What this warranty does not cover", the component would be returned to you at your cost and without warranty adjustment. Should you choose to return, under warranty, any computer component or peripheral, it must be done with a written "Return Material Authorization" (RMA) received from us. We do not accept any responsibility for any returns made to us that do not include this required documentation.

What is covered?

RCS warrants the Product against defects in material or workmanship under normal use for the applicable warranty period listed below ("Warranty Period"), beginning from the date of original purchase by Purchaser. If the Product becomes defective during the Warranty Period, RCS will, at its option and without charge, repair the Product with new or reconditioned components or parts, or replace the Product with a new or reconditioned Product of the same or functionally equivalent model.

Warranty Periods (beginning from date of purchase)

If computer seals are broken or any signs of tampering are found the warranty is void.

- New Personal Computers: 1 year Labor, 1 year Parts. (Some Manufactures warranties may be longer)
- Used Personal Computers and parts, "AS IS".
- Monitors (depending upon manufactures warranty).
- New components and accessories: 30 days Labor, 30 days parts, then any additional parts warranty is Original Equipment Manufactures warranty (excludes any shipping cost).
- Operating System: Software install: spyware "AS IS"

What This Warranty Does Not Cover:

RCS will, if available, provide repair for such items on a best-effort basis at its current T&M rates. Warranties do not apply to components that fail, or are damaged as the result of, but not limited to:

Misuse & Mishandling: Has been tampered with by the Purchaser or a third party without the prior written consent; Damage to or loss of any programs, data, or removable storage media, whether it occurs during warranty or other repair service; Improper installation, re-installation, or addition of any component by the Purchaser; Any part that fails due to improper handling or use by the Purchaser of the equipment; Acts of God, including but not limited to lightning, flood, earthquake, hurricanes etc. ; Any part that fails due to the equipment being damaged by an outside source: Blackouts, power surges, brown outs, electrical current irregularities, Lighting or other electrical damage I.E. Improper wiring in building; Static electricity damage; Any part that fails due to the equipment being installed in a poor location, next to a source of heat, or in a place of high humidity; Lack of Purchaser maintenance;

Over-clocking or accelerating of the motherboard, processor, memory or any other of component beyond the specifications of the manufacturer; Software glitches and incompatibilities any spyware programs; Any part that was sold "AS IS" and/or part that cost under \$50.00

Preinstalled or Bundled Software:

RCS, its suppliers make no warranty or representation, express, implied or statutory, with respect to software provided with the Product and licensed to Purchaser, its quality, performance, merchantability, or fitness for a particular purpose. Nor does RCS and its supplier's warrant that the functions contained in the software will be uninterrupted or error free. The software is provided "AS IS", except if expressly warranted by the licensor in the applicable software license agreement, and is subject to the terms and conditions of the software license agreement contained in or accompanying the software. In no event will RCS, its dealers, distributors or other resellers be liable for direct, indirect, special, incidental, or consequential damages resulting from any defect in the software or its documentation, even if advised of the possibility of such damages.

Data Storage Media:

The only effective protection for data stored in a computer, such as on a hard disk, is the regular backing up of that data by you, the Purchaser. RCS shall not be responsible for any software programs, data or other information stored or used on any media or part of any Product returned to RCS

How to Obtain Warranty Service

Should your Product prove defective during the Warranty Period, please contact RCS, Service and Support at 209-824-2550, or email Salvador@rcsofmanteca.com. If your Product is eligible for warranty service, you will be issued a return authorization number and given an appointment for repair. Please include proof of the date of original purchase with your inquire. Postage, insurance and shipping costs incurred in returning your Product to its authorized vendor for warranty service are your responsibility. RCS will not be responsible for any loss or damage to the Product until RCS or its authorized vendor receives it. A Product returned for warranty service must be shipped complete (including any manuals and software diskettes bundled with the Product) in its original packing material or equivalent so as not to be damaged while in transit. RCS' warranty obligations only arise upon receipt of the defective Product.

Warranty Disclaimer and Limitations:

THIS WARRANTY STATEMENT FOR THE PRODUCT AND THE SOFTWARE IS IN LIEU OF ALL CONDITIONS OR WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING BUT NOT LIMITED TO ANY IMPLIED CONDITIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ON THE PART OF RCS. ALL IMPLIED OR STATUTORY WARRANTIES TO THE EXTENT THAT THEY CANNOT BE EXCLUDED ARE LIMITED TO THE EFFECTIVE PERIOD OF THE EXPRESS WARRANTY SET FORTH HEREIN. IF THE PRODUCT IS DEFECTIVE IN MATERIALS OR WORKMANSHIP, YOUR SOLE AND EXCLUSIVE REMEDY SHALL BE REPAIR OR REPLACEMENT AS PROVIDED ABOVE. HOWEVER IF THAT REMEDY FAILS OF ITS ESSENTIAL PURPOSE, RCS, RESERVES THE RIGHT TO REFUND THE PURCHASE PRICE OF THE PRODUCT TO THE PURCHASER IN EXCHANGE FOR THE RETURN OF THE PRODUCT. RCS, AND ITS SUPPLIERS SHALL NOT BE LIABLE FOR ANY DAMAGES INCLUDING, BUT NOT LIMITED TO, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSS OF USE OR DATA, LOSS OF PROFITS OR INTERRUPTION OF BUSINESS, WHETHER SUCH ALLEGED DAMAGES ARE BASED IN WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY, BUT EXCLUDING PERSONAL INJURY), CONTRACT, OR INDEMNITY. EXCEPT TO THE EXTENT PROHIBITED BY LAW, THIS IS THE EXCLUSIVE WRITTEN LIMITED WARRANTY OF THE ORIGINAL PURCHASER. THIS WARRANTY IS ONLY VALID IN THE UNITED STATES OF AMERICA.