

Terms and Conditions

A. Limited Warranty. **Premier Computer Services (PCS) warrants its services to the original Customer against defects in workmanship for a period of 30 days from the date of invoice (where applicable) or original service completion date.** PCS understands the importance of Customer personal data and will use reasonable efforts to safeguard Customer data on Equipment (defined to include computers and any other Customer property) brought in for servicing. This limited warranty does not cover any damage to any item, if in PCS' opinion, improper assembly, modification, negligence, and/or improper use or abuse by someone other than PCS caused the damage. This limited warranty also does not cover any issues or interruptions caused by problems with a third party service such as Internet Service Providers, DSL, or Cable companies. The limited warranty described herein applies to all services performed by PCS. Except as expressly set forth in this paragraph, PCS shall have no liability for any services provided, including any liability for negligence; PCS makes and Customer receives no warranties, express, implied, statutory, or in any other provision of this agreement or in any other communication; and PCS specifically disclaims any warranty of merchantability or fitness for a particular purpose.

B. Limitation of Remedies. CUSTOMER'S SOLE AND EXCLUSIVE REMEDY ARISING FROM OR AS A RESULT OF SERVICES PERFORMED WILL BE, AT THE OPTION OF PCS, RE-PERFORMANCE OF THE SERVICES OR REPLACEMENT OF THE SERVICED EQUIPMENT. IN NO CASE WILL PCS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES OF ANY DESCRIPTION, INCLUDING LOST DATA, CORRUPTED DATA, LOST REVENUES, LOST WAGES, AND LOST SAVINGS, WHETHER ARISING OUT OF WARRANTY OR OTHER CONTRACT, NEGLIGENCE OR OTHER TORT, OR AS A RESULT OF SERVICES PERFORMED. IN NO EVENT SHALL PCS' TOTAL AGGREGATE LIABILITY TO CUSTOMER FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION RESULTING FROM OR ARISING IN CONNECTION WITH THE SERVICES, WHETHER IN CONTRACT, TORT OR OTHERWISE, EXCEED THE AMOUNT OF THE FEES CUSTOMER HAS BEEN CHARGED FOR PCS SERVICES.

PCS is not responsible for the loss or corruption of any Customer data or information. PCS strongly recommends Customer back up all data prior to any service. By signing below, Customer acknowledges their understanding and agreement that it is Customer's sole responsibility to back up Customer's computer system prior to any service performed on Customer's Equipment, including any diagnostic service, by PCS.

C. Outside (third party) Manufacturer's Warranty. For issues with third party materials, Customer should refer to the corresponding manufacturer's warranty. If PCS finds third party materials to be defective, PCS will service these materials under the third party manufacturer's warranty (if so covered).

D. Abandoned Equipment. **PCS is not responsible for Customer's Equipment left at PCS for more than thirty (30) days following written notice of the need to pick up the Equipment.** If Customer does not pick up Equipment within five (5) days following notification of the completion of services, Customer will be notified in writing by United States Postal mail or e-mail at the address submitted below of the need to pick up Equipment. PCS will dispose of Equipment thirty (30) days after written notification has been sent to Customer of the need to pick up Equipment. **PCS will not preserve any data stored on Equipment, and is not responsible for any data lost as a result of PCS disposal of Equipment as allowed under this paragraph.**

CUSTOMER: _____

ADDRESS: _____

SIGNATURE: _____

PRINT NAME: _____

PHONE: _____

DATE: _____

EMAIL: _____