

# Service Invoice Agreement (Tips, Terms and Conditions)

**You are in charge!** The Tech Fire LLC (DBA Tech Fire OR DBA Tech Fire IT Solutions) technician is there to assist you in solving your problem and satisfying your needs. Be sure that he understands what you want, how long you want him to work on it and what specifically will satisfy you. Also, feel free to ask questions. Our technician is working for you. If for any reason you become uncomfortable with what he is doing, you may call Josiah McCampbell, the Owner & Manager of Tech Fire LLC at 573-340-3137 and request another technician. We will send out a replacement at no additional cost to you and no hard feelings. We are charging for the technician's time and the software and parts he utilizes. If a problem cannot be resolved or if the work cannot be completed, you are still responsible for the time spent and software and parts used.

**Service Call Satisfaction Warranty:** Tech Fire LLC cannot and will not guarantee that we can do everything that you request. However, what we can do, we will be very thorough and persistent in order to maximize your satisfaction. We will not knowingly take on an assignment that we know cannot be accomplished. You will always be entitled to know everything we know. Most equipment we work on has the potential to work better after we leave than before it developed the current problem. However, it may be very difficult to near impossible to configure everything exactly as a customer remembers it or desires it. We try. If during the next five days (including today) you find yourself dissatisfied with our work, we will do everything we can to correct it and do so at no cost to you. In all cases we reserve the right to make the final decision as to whether something is fixable, a problem solvable, or a situation can be improved. This Service Call Satisfaction Warranty does not apply to equipment, software and/or parts of any kind and only applies when the customer has thoroughly inspected, tested and approved the results of Tech Fire services prior to us leaving, and after full payment for work performed and parts, software or equipment used.

**Make sure you have backed up everything:** By authorizing Tech Fire LLC to provide you with technical support, you agree that Tech Fire LLC will not be in any way responsible for the integrity of any data stored on your computer's drives or any other device that contains data. By authorizing us to proceed, you are acknowledging that you understand your need and responsibility to maintain current backups of stored data and have taken appropriate steps to do so prior to requesting us to initiate any work.

**Tech Fire LLC cannot and will not be responsible for the results of any of your system's past, present and/or future viruses, malware and/or the results of intrusion by outsiders.** By authorizing us to begin work, you are acknowledging that these items are your responsibility. However, at your request, we will check your anti-virus software, virus definition files and firewall(s) for proper configuration and the latest updates.

**Delays:** Your authorization acknowledges, and Tech Fire LLC agrees that neither party shall be liable for any failure, inability or delay to perform hereunder if such failure, inability or delay is due to circumstances beyond its control, including, but not limited to war, strike, lockout, labor disturbance, social conflict, fire, explosion, or natural disasters. You also acknowledge that Tech Fire LLC will not be liable for any damage to computer equipment caused by power surges, outages, brownouts, improper electrical wiring, or similar damages. It is the customer's responsibility to ensure that adequate power protection is being utilized. You acknowledge that Tech Fire LLC will not, under any circumstances, be liable for any lost profit, lost savings, or other incidental or consequential damages including, but not limited to, property damage, lost time, loss of use of any equipment or any other damages resulting from the breakdown or failure of any equipment or from delays in servicing or the inability to render service on any equipment. Tech Fire LLC's liability for damages resulting from any cause, defective parts or components shall not exceed the actual price paid to Tech Fire LLC for the products or services.

**Software:** As the customer, you warrant and represent that you have a valid software license for each application that you direct Tech Fire LLC employees or contractors to install on its systems, either on individual computer workstations, servers for specified workstations, domain servers, mobile devices, tablet computers, or other computer devices. You further agree to indemnify Tech Fire LLC against any action a software manufacturer may take for unauthorized duplication of software that the customer directed Tech Fire LLC to install on its systems.

**Equipment & Parts Warranty:** If we install equipment or a part and that part or equipment fails within thirty (30) days, we will replace it at no cost or if unavailable, replace it with a comparable piece of equipment or part, or return the amount you paid for it. The choice is ours. Obviously, this doesn't apply if the part(s) has been abused or subjected to the various acts of God and/or accessed by anyone other than a Tech Fire LLC technician. Only that part of the technician's time involved in the actual replacement of defective parts is covered under this limited warranty. Diagnostic time and/or time involved in loading, transferring and/or configuring software is not included. After thirty days, the part may or may not be guaranteed by the manufacturer. All warranties within this agreement, unless otherwise stated, are the manufacturer's warranties and are only backed by the manufacturers. Please check everything before we leave. We do not warranty and/or guarantee software related services. Make sure your programs start and run correctly, your Internet connection works, your printers work, etc. If we leave and something involving software does not work, you will be charged for the return visit including any travel expenses if applicable. We cannot and do not guarantee software related services because things can fail for a number of different reasons beyond our control; including but not limited to you or someone else trying to fix or configure something, power surges, software updates from the software vendor, problems with your internet service provider, etc.

**We will expect payment before we leave for time and parts.** At our option, we will accept checks, and/or Visa, Master Card, American Express and Discover credit cards. With prior approval and a mutually approved terms, we will extend credit. If you have any concerns about your ability to pay when the technician leaves, please discuss it with us before we begin. If your credit card, debit card is declined or your check is returned because of insufficient funds, you agree to immediately deliver cash, cashier's check or money order to us at our office and \$40 to cover our processing expenses. If we do not receive immediate payment or if we extend credit and we do not receive your payment in full within the agreed upon period, 5% per month interest will be added. If we do not receive your payment in full within 3 months the entire amount will be turned over to a collection bureau for appropriate action. It is further understood that you agree to reimburse Tech Fire LLC for all legal and collection expenses allowable under Missouri law. All legal proceedings will take place in Shannon County Missouri. You acknowledge that if any portion of this agreement is deemed to be illegal or unenforceable, the remainder of this agreement shall not be affected thereby. In addition, you acknowledge that Tech Fire LLC retains a security interest in your equipment and software until the purchase and/or service amounts are paid in full. Title to the goods will remain in the name of Tech Fire LLC until the amounts are finally paid.