TERMS AND CONDITIONS

The following are the terms and conditions for any services performed by Practical Computer.

1. PARTS: All parts supplied by Practical Computer may be new or refurbished and may not come from the original equipment vendor. These parts will be functionally equivalent to the part it is replacing. All parts that are replaced by parts provided by Practical Computer (unless otherwise noted) will become property of Practical Computer.

2. WARRANTY: Practical Computer warranties its parts for 30 days. In the event of a part failure, Practical Computer will replace this part free of charge.

3. PRICES and PAYMENT: Prices charged by Practical Computer will be for labor, parts, transportation and any state taxes. This completed repair form is your invoice and is payable upon completion of work and is considered past due if not paid in full within 30 days. Past due invoices are subject to an interest charge of 1.8% per month (or the highest rate permitted by law, whichever is more) on the balance of the invoice. All payment should be made payable to PRACTICAL COMPUTER.

4. CUSTOMERS DATA: It is the customers full responsibility to make sure all data has been backed-up or protected from possible loss before repair work has begun.

5. LIMITATION OF LIABILITY: In no event shall Practical Computer be liable in contract, tort or otherwise for incidental, consequential, special or indirect damages, including without limitation, lost business profits and damage or destruction of data.

6. FORCE MAJEURE. Practical Computer shall not be liable for any delay or failure to perform its services due to any cause beyond its reasonable control.

7. LIMITATION OF ACTIONS: No action arising out of transactions related to this repair form or the services provided by Practical Computer may be brought by either party more than two years after the date of the related invoice.