

Terms and Conditions of Work Order Service Agreement

By signing the ZAK Computers Oxford Work Order Service / Drop-Off Form, the Customer hereby consents to the terms below;

Parties to this Agreement; Definitions. As used in this Agreement, the terms: (a) "ZAK Computers" shall mean the ZAK Computers repair facility identified in the Service Authorization, estimate, work order, online request or other ordering document; (b) "Customer" shall mean the Customer identified in the Service Authorization, estimate, work order, online request or other ordering document; (c) "Manufacturer(s)" shall mean the entity or entities that manufactured the Parts used in the Services; (d) "Part(s)" shall mean the new and/or used parts, components, accessories or materials used in the Services; and (e) "Services" means the repair and/or maintenance services performed by ZAK Computers for Customer, together with the Parts.

WARRANTY DISCLAIMERS AND LIMITATIONS

LIMITED WARRANTY ON SERVICES: ZAK Computers warrants that the Services will be performed in a good and workmanlike manner ("Services Warranty"). The Services Warranty is valid for a period of 90 days from the date the Services are performed. Customer's sole and exclusive remedy, and ZAK Computers' entire liability under the Services Warranty, is the repair of any nonconforming portion of the Services. The Services Warranty is valid only if the device is returned to one of ZAK Computers' repair facilities. Any claim for repairs to be performed by other than a ZAK Computers facility must be approved in writing by ZAK Computers prior to commencement of any work. The Services Warranty extends only to the Customer for whom the Services were provided and not any subsequent purchaser. ZAK COMPUTERS PROVIDES NO OTHER WARRANTIES CONCERNING ITS SERVICES AND DISCLAIMS ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED.

PARTS – MANUFACTURER WARRANTIES ONLY: Any warranties on any Parts are limited only to those written warranties provided by the applicable Part's manufacturer. EXCEPT FOR ANY SUCH WARRANTIES MADE BY MANUFACTURERS, THE PARTS ARE SOLD WITHOUT ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EACH OF WHICH IS EXPRESSLY DISCLAIMED.

NO OTHER WARRANTIES: EXCEPT AS SET FORTH ABOVE, ZAK COMPUTERS EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED. ZAK Computers neither assumes nor authorizes any other person to assume for it any liability in connection with the services or any parts provided to customer in conjunction with the services.

1. Rates; Authorization; Additional Repairs. ZAK Computers' charges for labor are not based on actual technician's time, but are flat-rate fixed services or ZAK Computers' own judgment of the time to be charged. If an estimate is provided, Customer will not be charged more than the estimated price approved by Customer. However, if ZAK Computers discovers that different or additional repairs are indicated, Customer will be contacted for authorization to make such additional repairs. Authorization may be given by Customer orally or in written form, including email. In the event that Customer authorizes commencement but does not authorize completion of a repair or service, a charge will be imposed for disassembly, reassembly, or partially completed work. Such charge will be directly related to the actual amount of Technician's time and/or parts involved in the inspection, repair, or service performed. ZAK Computers will submit warranty claims on behalf of Customer for manufacturers for whom it is authorized to perform warranty service; however, Customer understands and agrees that it is responsible for full payment for any Services provided that are not covered by warranty. ZAK Computers is not responsible for any loss, damage, or other liability caused by, arising from, or related to repair or maintenance work recommended by ZAK Computers that is declined by Customer. Customer agrees that ZAK Computers employees may operate Customer's device for purposes of facilitating the repairs, including but not limited to diagnosing, bench-marking, and tune-up services.

2. OEM Parts. Customer acknowledges that estimates for non-warranty repairs may include parts not made by the original manufacturer. Parts used in the non-warranty repair of customer's device by other than the original manufacturer are required to be at least equal in like kind and quality in terms of fit, quality and performance to the original manufacturer parts they are replacing.

3. Sublet Repairs. Customer acknowledges that portions of the repairs may be provided by a subcontractor hired by ZAK Computers and Customer hereby authorizes all sublet repairs that ZAK Computers, in its sole discretion, may deem necessary.

4. Damage; Theft. ZAK Computers is not responsible for loss of or damage to the device due to or arising from fire, weather, theft or any other cause except the sole negligence of ZAK Computers. ZAK Computers is not responsible for any loss or damage to articles of personal property that have been left on the device or for loss or damage to data and or auxiliary devices, including external storage devices, materials or data carried on such devices, peripherals or special equipment, whatever the cause.

5. Payment; Storage Fees / Disposal. All charges for repairs including labor and materials furnished are due and payable simultaneously with the delivery of the within described device or prior to delivery upon the expiration of three (3) days after notice to Customer that the repairs have been completed. If the device described herein is not picked up within thirty (30) days after such notice is given, ZAK Computers may charge storage fees and dispose of the device if not picked up after sixty (60) days after completion notice is given.

6. Governing Law; Venue; Time to Commence Action. Except to the extent that the laws of the United States may apply or otherwise control this Agreement, the rights and obligations of the parties hereunder shall be governed by, and construed and interpreted in accordance with the laws of the state in which ZAK Computers is located, without regard to conflict of law principles. The mandatory venue for any claim, litigation, civil action, or any other legal or administrative proceeding (“Action”) involving any controversy or claim between or among the parties to this Agreement, is the county and state in which ZAK Computers is located. Customer has one (1) year from the accrual of any cause of action arising from the purchase of the Services to commence an Action against ZAK Computers.

7. LIMITATION OF DAMAGES. CUSTOMER AGREES THAT IN THE EVENT OF ANY ACTION BROUGHT BY CUSTOMER AGAINST ZAK COMPUTERS, CUSTOMER SHALL NOT BE ENTITLED TO RECOVER ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES AS DEFINED IN THE UNIFORM COMMERCIAL CODE, INCLUDING, BUT NOT LIMITED TO INDIRECT OR SPECIAL DAMAGES, LOSS OF INCOME OR ANTICIPATED PROFITS, OR DOWN-TIME, OR ANY PUNITIVE DAMAGES.

8. Fees and Expenses of Actions. In any Action, whether initiated by ZAK Computers or Customer, where the Customer has a right, pursuant to statute, common law or otherwise, to recover reasonable attorneys’ fees and costs in the event it prevails, Customer agrees that ZAK Computers shall have the same right to recover reasonable attorneys’ fees and costs incurred in connection with the Action in the event that ZAK Computers prevails.

9. Waiver; Severability; Entire Agreement. If any provision or part of any provision of this Agreement shall be deemed to violate any applicable law or regulation, such invalid provision or part of a provision shall be inapplicable, BUT the remaining part of that provision and the remainder of the Agreement shall continue to be binding and enforceable. This Agreement constitutes the entire agreement and understanding between the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof.

10. Communication Consent; Use of Customer Data. ZAK Computers may use information Customer provides ZAK Computers, including but not limited to email addresses, cell phone numbers, and landline numbers (“Customer Data”) to contact Customer for purposes related to this account, including debt collection, and for marketing and sales purposes. In addition, Customer Data and device maintenance service and repair information arising from or created as a result of maintenance and repair services provided by ZAK Computers to Customer, including device owner information, device identification numbers and device specifications (“**Device Repair Data**”), may be provided to device/component manufacturer(s) and the device/component manufacturer(s) dealers, and their respective service management platform providers (“**Maintenance Third Parties**”) and used by ZAK Computers and such Maintenance Third Parties to support and enhance device repair services provided to ZAK Computers and the Maintenance Third Parties’ customers. You also authorize ZAK Computers and the Maintenance Third Parties to use and disclose Device Repair Data to third parties for any purpose in an anonymous or aggregated form that does not identify Customer.