



Service Provider Policy and Procedures

- **APPOINTMENT CANCELLATION:** Per ComputerRepair.com: By accepting this Work Order you have entered into a legally binding contract to perform the services described. Service Provider cancellation may result in suspension or deletion from the ComputerRepair.com system. In the event that you have no alternative but to cancel, DO NOT contact the customer. All cancellations should go through ComputerRepair.com

- Payment for client cancellation, with a notification of less than 24 hours is \$30.00; any cancellations notified beyond 24 hours should be cancelled for \$0.00. The full price of the work order will be remitted ONLY if the scope of work was completed.

- **CUSTOMER NO SHOW:** Call 888-515-0100, option 2 to confirm your arrival, wait 15 minutes and try again. If in fact the customer is not on site, fill out and attach the CompUSA Door Hanger, and call 888-515-0100, option 2 to report customer No-Show.

- Payment for a customer no show is \$45.00. The full price of the work order will be remitted ONLY if the scope of work was completed.

- ****NOTE:** Any attempts to offer customer additional services without using the attached Technical Service Menu below will forfeit any payment and may cause dismissal from Computerrepair.com. Customers are asked during follow up survey if any attempts were made to sell outside of CompUSA's Services or products.

- **HOW TO GET PAID:** The following is required to ensure timely payment:

1. **UPDATE WORK ORDER NOTES:** Update all work order resolution notes within 24 hours of completion through your Computer Repair "Online Office".
2. **CLOSE OUT WORK ORDER:** Submit Work Order for payment within the 24 hour period through your Computer Repair "Online Office".
3. **FAX DOCUMENTATION:** Within 24 hours of completion, please scan or fax all forms that required customer signature (2 forms – Limitations and Liabilities as well as the WO itself) to National_Dispatch@CompUSA.com or fax to (240)525-0735. Ensure the Work Order and (if applicable) SR number provided is referenced.
4. **100% CUSTOMER SATISFACTION:** All end user customers will be surveyed. 100% satisfaction is mandatory to get paid.

Limitations of Liability

- 1) Customer (“you”) assume all risk of loss of data from any and all causes or in any way related to or resulting from the sales, repair or service of products by CompUSA (“us” or “we”). You releases us from any claim or liability related to any loss of data for any reason whatsoever, including due to our negligence. You agree that you are fully responsible for backing up all existing data before service, and we will have no liability for any reason whatsoever if you do not do so. If you ask us to back up your data, we will do so subject to the limits of the backup software and the integrity of your data. If our backup does not work, our maximum liability is a refund of the back up service fee.
- 2) CompUSA will not be responsible for items left over 30 days from the date of service completion or our reasonable attempt to notify you.
- 3) Unless you pay for priority service, service requests are performed on a first-come, first-serve basis.
- 4) Most manufacturer’s warranties and extended service or technology assurance plans only cover hardware related repairs. Be sure you understand the terms and conditions of any warranties on your product(s) and the limitations of those warranties.

The following are the terms and conditions pursuant to which CompUSA (“us” or “we”) shall provide Customer (“you”) with services.

I. Services

1.1 You retain us to perform, or cause to be performed, services for you as described on the other side of this agreement (“Services”). We may decline to perform any services requested by you that may be in violation of any applicable law or other obligation or that are not typically associated with our standard Services.

II. Your Obligations

2.1 You agree to provide our personnel access to all equipment, data, disks or other needed materials for service, and to notify us of (1) any potential safety or health hazards that may exist at your location or with your equipment and (2) any safety procedures to be followed while at your location.

2.2 YOU ARE SOLELY RESPONSIBLE FOR ANY DATA OR INFORMATION STORED IN, OR ON, ANY EQUIPMENT AND SHALL BE SOLELY RESPONSIBLE FOR MAKING “BACK-UP” OR SECURITY COPIES OF SUCH DATA OR INFORMATION.

III. Term of Termination

3.1 The term of this agreement will extend from the date listed on the front of this agreement to the completion of the service requested, unless terminated sooner. We can terminate this agreement, with or without cause, upon notice to you. If we terminate this agreement, we will give you a pro-rata refund based on services performed up to the date of termination. We will not be in default of this agreement or be liable for any delay, failure in performance, or interruption of service resulting from any cause beyond our control.

IV. Limitations and Warranty

4.1 With respect to any equipment, part, or component covered by a manufacturer’s warranty, CompUSA shall perform repair services pursuant to such warranty when authorized to act as an authorized service agent for such manufacturer in making warranty repairs. Otherwise, warranty questions or problems with respect to any equipment, parts or components must be addressed directly to the manufacturer by Customer. Customer must show proof of purchase to qualify for warranty services. Replaced parts become property of CompUSA or the respective manufacturer if exchange is required.

4.2 Unless otherwise stated, all materials, supplies, parts, and other products supplied under this agreement are provided on an “AS IS” basis. EXCEPT WHERE PROHIBITED BY LAW, COMPUSA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY SERVICES, PARTS, COMPONENTS, OR PRODUCTS DELIVERED OR RENDERED HEREUNDER.



4.3 LIMITATION OF LIABILITY. CompUSA's entire liability, and your exclusive remedy, for damages from any cause whatsoever, whether caused by any act, omission, or negligence of CompUSA, or any employee, representative, agent, or contractor of CompUSA, and regardless of the form of action, shall be limited to amounts actually paid by You for services hereunder. The foregoing limit does not apply to damages to tangible personal property or bodily injury legally caused by CompUSA. In no event will CompUSA be liable for damages caused by your acts, omissions or negligence, or for special, incidental, indirect, punitive, or consequential damages, lost profits, loss of use of Equipment, loss of stored memory or data, cost of substitute equipment, or other incidental or related costs even if CompUSA has been advised of the possibility of such damages or costs, or for any claim against you by any third party. The foregoing limitation shall apply notwithstanding any failure of essential purpose of any limited remedy provided herein.

V. California Warranty Information

5.1 If your product is being serviced under a manufacturer's limited warranty, California Civil Code 1793.1(a)(1) requires we inform you, "A buyer of this product in California has the right to have this product serviced or 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 within the warranty period, the warranty will not expire until the defect has been fixed. The warranty period will also 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 notify 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. This time extension does not affect the protections or remedies the buyer has under other laws." This paragraph does not apply to service plans, such as the Technology Assurance Program.

VI. Entire Agreement

6.1 This agreement, including attachment(s) hereto, constitutes the entire agreement of the parties regarding the subject matter hereof, and supersedes all prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

6.2 This agreement may not be added to, modified, superseded, or otherwise altered, except by a written instrument signed by an authorized representative or officer of each party. CompUSA's representatives (including management personnel, employees, and agents) have no authority to waive or amend this agreement, or any part of it, and no authority to make promises, representations, or agreements that impose duties or obligations on CompUSA unless in writing.

6.3 If any provision of this agreement is held to be illegal, invalid or unenforceable, such provision will be fully severable and this agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part hereof, and the remaining provisions hereof will remain in full force and effect and will not be affected by the illegal, invalid, or unenforceable provision or by its severance.

6.4 If CompUSA is providing services under a service plan you purchased, the terms and conditions of the service plan govern this service in the event of a conflict between these terms and conditions and the terms and conditions in the service plan.

CUSTOMER SIGNATURE: _____ DATE: _____
Work Order # _____

**SORRY WE
MISSED YOU**

On _____, at _____ am pm

We stopped by for your service visit.
To reschedule service, please call our
Technical Services Team at:

1-800-CompUSA Option 6

When calling, please reference the
following Appointment Number:

(Appointment #)

COMPUSA.

We got it. We get it.

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