

Terms & Conditions of Sale



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LEGAL AGREEMENT – Customer agrees to the following

TERMS AND CONDITIONS OF SALE

PLEASE READ THIS DOCUMENT CAREFULLY. IT CONTAINS IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU.

This Agreement contains the terms and conditions that apply to your purchase from The Computer Doctor entity named on the invoice (“The Computer Doctor”) that will be provided to you (Purchaser) on orders for computer systems, related products, services and support sold in the United States. By accepting delivery of the computer system(s), other products and or services and support described on that invoice, Customer agrees to be bound by and accepts these terms and conditions. THESE TERMS AND CONDITIONS APPLY, UNLESS (i) THE CUSTOMER HAS SIGNED A SEPARATE PURCHASE AGREEMENT WITH The Computer Doctor, IN WHICH CASE THE SEPARATE AGREEMENT SHALL GOVERN OR (ii) OTHER The Computer Doctor STANDARD TERMS APPLY TO THE TRANSACTION. These terms and conditions are subject to change and will take effect upon posting on The Computer Doctor’ website of the update to the terms and conditions.

QUOTATIONS

Quotations are subject to acceptance within 30 days. Quotations are based on the cost of products and/or services, labor and materials on the date of the quote. If changes occur in cost of materials, labor, or other costs prior to acceptance, or if the customer requires changes in the shipping subsequent to acceptance, the right is reserved to change the price quoted. Unless otherwise confirmed by us in writing, all prices given are exclusive of applicable State sales tax.

PRICING, SPECIFICATIONS & AVAILABILITY

Prices, specifications, and availability of products are subject to change without notice. Changes will not affect orders that have already been accepted. Due to the volatile nature of the computer market, descriptions may not reflect current technical information. Any typographical, photographic, or specification error in product, pricing, or offers is subject to correction. Published prices do not include shipping and insurance.

In the event of stock unavailability, if a customer has chosen to purchase and wait for stock, the prices are fixed at the time of sale.

PURCHASE & SALE

The party whose name appears after the heading (Bill To:) is the Purchaser, and hereby orders from The Computer Doctor. (The Computer Doctor), the product(s) listed on the order invoice. The Computer Doctor agrees to sell the product(s) upon the terms and conditions contained in this document. Purchaser shall be deemed to have agreed to all terms and conditions contained in this document, if Purchaser fails to object thereto in writing, before the earliest of the following times: (I) When Purchaser pays for the product(s), or, (II) When Purchaser accepts delivery of the product(s).

PURCHASE PRICE

Purchaser shall pay the total purchase price plus any applicable shipping and handling as specified on the invoice and any sales, or other applicable taxes levied on or measured by such purchase price, or arising from the use of the product(s) and any parts or maintenance supplied, including, without limitation, any additional sales, use, gross receipts, privilege, excise, value added, or personal property taxes unless otherwise specified in writing in this document.

ORDER ACCEPTANCE POLICY

Your receipt of an electronic or other form of order confirmation does not signify our acceptance of your order, nor does it constitute confirmation of our offer to sell. The Computer Doctor reserves the right at any time after receipt of your order to accept or decline your order for any reason. The Computer Doctor reserves the right at any time after receipt of your order, without prior notice to you, to supply less than the quantity you ordered of any item unless total fulfillment of product is specified on the order. We may require additional verifications or information before accepting any order. Dispute of Charges is not acceptable. If there is anything wrong with the merchandise, please contact customer service for more information.

ORDERS FOR COLLECTION

Customers must collect all orders within thirty days of the invoice date.

ORDERS FOR DELIVERY

Delivery of the Goods shall be made by us or regular ground postal service to the address for delivery shown in the Order Form. Customer must ensure delivery address is accurate and complete. Goods delivered in accordance with Customer's delivery instructions; Customer is responsible for the same. The Computer Doctor responsibility for everything other than damage due to negligence or due to a manufacturing design or design fault will cease upon delivery.

The Computer Doctor will do all that is reasonably possible to meet the date given for delivery or, if no date has been agreed, within 30 days of the order date. The Computer Doctor cannot be held responsible for delays beyond our control. If we are unable to make the delivery date Customer will be contacted. If delivery cannot be made within 30 days of the given delivery date Customer will be entitled to either arrange a revised date or cancel the order and receive a full refund.

If the order is a multiple order and cannot be delivered as a whole order, Customer will be informed and can arrange to have multiple orders delivered on mutually agreeable dates. In this instance delivery will be said to be made in installments. Each delivery shall constitute a separate contract and any failure by us to deliver any one or more of the installments in accordance with these conditions, or any claim by you in respect of any one or more installments will not entitle you to treat the contract as a whole as repudiated.

If The Computer Doctor fails for any reason within its control to fully/partially deliver Customer Goods any reimbursement shall be no more than the price of the Goods, together with any delivery and/or reasonable return costs.

WARRANTY

Purchaser shall inspect the product(s) at the time of collection and shall notify The Computer Doctor of any defects or discrepancies within seven (7) days of the receipt of product(s). Absent such notification, Purchaser shall be deemed to have accepted the product(s). The Computer Doctor is not liable for any damage caused once product(s) are deemed accepted.

Any defective product(s) that are returned to The Computer Doctor must be adequately and securely packaged by Purchaser prior to shipment. Purchaser must include original box, packaging, all manuals, drivers and accessories and original receipt for all refunds, exchanges, and warranty repair services.

A \$35 labor fee will be assessed if the products are returned and found to be non-defective.

The Computer Doctor reserves the right to replace defective parts with equivalent parts, new or refurbished, as The Computer Doctor deems necessary. The Computer Doctor will refund purchases within seven (7) days of receipt in most instances. We reserve the right to withhold any refund after 7 days.

Products that have been subjected to abuse, misuse, alteration, neglect or unauthorized repair or installation, as determined solely by The Computer Doctor, are not covered by this warranty. Any alterations, additions, improvements or attachments to the product(s) not authorized in writing by The Computer Doctor shall be deemed to be a waiver of this warranty by Purchaser and shall render this warranty null and void. The Computer Doctor shall return repaired or replaced product(s) to Purchaser, at its expense, via regular ground service within the 48 contiguous United States. Shipping charges by all other methods and to all other destinations shall be borne by Purchaser. The warranty does not extend beyond the original purchase of product(s) from The Computer Doctor. Any equipment used in conjunction with products purchased from The Computer Doctor is not covered under this warranty.

Claims for defective products over 7 days from date of invoice are not covered under this policy. Defective products and claims over 7 days from the date of invoice must be sent back to manufacturer to be covered under their warranty terms and conditions. No exchange, refunds or swap-overs are permitted for fault claims over 7 days.

Acceptance of purchased returns that are free of defects is purely at The Computer Doctor's discretion. Refund of this purchase will be by way of a credit note only. A 10% handling fee with a minimum of \$10 will be charged.

Due to the nature of Software and Games, we are only able to offer a refund for these items if they are unused. The unique license must not have been activated. Refunds on software and games that have been opened, used or activated are available only if the disk is faulty or damaged.

LIMITED HARDWARE WARRANTY POLICY

A Limited Hardware Warranty generally provides a warranty that the Product is free from material defects in materials and workmanship that cause product failure during fair and reasonable usage of the Product for the warranty period.

Generally, a Limited Hardware Warranty does not apply to product failure due to, but not limited to, the following reasons:

- Improper installation or handling or non-compliance with instruction manual or other warranty provider instructions.
- Accident, abuse, misuse, neglect, normal wear and tear, corrosion, physical damage, rusting and staining, and all other forms of improper usage.
- Damage from external causes and natural disaster, such as flood, storm, fire, sand, dirt, earthquake, an Act of God, exposure to sunlight, weather effect, lightning, moisture, water, liquid, heat, vibration, corrosive environment, electrical surge, battery leakage, theft or damage caused by the connection to other products not recommended for interconnection.
- Any Product that has had its serial number altered, defaced or removed.
- Insufficient or excessive electrical supply.
- Abnormal mechanical or environmental conditions.
- Unauthorized disassembly, alterations, repairs or modifications.
- Damage to the Product or it being rendered ineffective due to putting in, using, or attempting to put in or use, products/modules/parts/components that are: (i) not designed to specifications provided in the user guide or at our web site, (ii) incompatible with the Product, and/or (iii) counterfeit products/modules/parts/components. Whether a product/module/part/component is incompatible or a counterfeit shall be at our sole determination.
- Installation of any incompatible third party application or any corrupted application or content that affects the Product's software or firmware.
- Damage or loss of data due to (i) interoperability with current and/or future versions of operating systems or other current and/or future software and hardware, (ii) a computer virus, worm, Trojan horse or memory content corruption, or (iii) malfunction of or defect in the Product.
- In the case of communications products, the use of the Product outside the borders of the country that it is intended for (as indicated by any local telecommunication approval stickers).

The Computer Doctor and the provider of the Limited Hardware Warranty shall not be liable for:

- Loss of data during the use or attempted use of the Product or any of our or our affiliated companies' service(s). Data retrieval or recovery is not covered under this warranty, and is not part of the warranty repair or exchange process.
- Damage to other products, including but not limited to personal computers, used with the Product.
- Third party charges and costs incurred by You for troubleshooting, removing, servicing, repairing or installing any Product(s) or Software or third party-branded products or software.
- Damage resulting from a third party-branded product or software that causes the Product to fail.
- Any consequential, indirect or incidental damages, lost profits, lost savings, loss of business investments, loss of goodwill, or interference with business relationships as a result of lost data and from the usage of the Product or any of our or our affiliated companies' service(s).
- Any period of time the Product is at the service center or in transit. Purchaser's citing this period of time in an attempt to extend the warranty period shall have no effect.

The Limited Hardware Warranty may give Purchaser specific legal rights. Purchaser may also have other rights, which vary from state to state and country to country. The terms of the Limited Hardware Warranty generally do not exclude such rights. Some states and countries disallow limitations on how long an implied warranty lasts, or the exclusion or limitation of incidental or consequential damages or the exclusion of liability for injury (including death) caused by negligence, so the above limitations or exclusions may not apply to Purchaser depending on the relevant jurisdiction.

Please refer to any Limited Hardware Warranty or other warranty documentation accompanying Your Product for more specific terms and conditions.

In the event of any conflict with the terms of this policy, the terms of the Limited Hardware Warranty or other warranty document accompanying Your Product shall govern.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED HEREIN, The Computer Doctor DISCLAIMS AND MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY. IN NO EVENT SHALL The Computer Doctor BE LIABLE FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES SUCH AS LOSS OF PROFITS OR BUSINESS OPPORTUNITIES, AND IN NO EVENT SHALL The Computer Doctor's LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCT(S).

DOA POLICY

Any new, unused, unsold, undamaged product that proven to be defective within 7 days of the invoice date shall be deemed as dead-on-arrival ("DOA"), subject to verification by The Computer Doctor.

DOA products MUST be claimed with The Computer Doctor within 7 days of the invoice date. All product(s) requested and authorized as return for DOA (Dead on Arrival) must be received by The Computer Doctor within the 14 (14) days of original purchase date.

The Computer Doctor reserves the rights to repair, exchange or issue credit to Purchaser on DOA product.

CANCELLATION & RETURNS POLICY

If Purchaser purports to cancel an approved order and wrongfully refuses to accept the product(s), Purchaser shall pay to The Computer Doctor a sum equal to twenty five(25) percent of the sales price and, if shipment has been made, Purchaser shall also reimburse The Computer Doctor for all cost of shipment. Notwithstanding the foregoing, if Purchaser attempts to return the product(s) without legal excuse, The Computer Doctor may, in its discretion, refuse delivery and pursue its remedies hereunder and under applicable law, which shall include, for example, the right to file a legal action against Purchaser for the full purchase price and incidental damages suffered by The Computer Doctor.

PAYMENT

Full payment is due on collection and goods will not be released to Purchaser until payment has been made. For orders requiring shipment, advanced payment of order including shipping against a supplied pro forma invoice is required.

JURISDICTION AND VENUE

Buyer agrees that any legal action brought against The Computer Doctor shall be governed by the laws of the State of Illinois without regard to its conflict of law principles. Purchaser agrees that the sole jurisdiction and venue for any litigation arising from orders made to The Computer Doctor shall be an appropriate federal or state court located in Marion, Illinois.

If any term contained in this document is held invalid by a court of competent jurisdiction, such holding shall not affect the validity of any other term. This document and all questions of interpretation, performance, enforcement and the rights and remedies of the parties hereunder shall be determined in accordance with the laws of the State of Illinois, USA. Any legal action or proceeding arising from or related to this document or the transaction described herein shall be brought and maintained in state of Illinois, and the parties consent to the jurisdiction of these courts.

MISCELLANEOUS

The Computer Doctor may amend any terms and conditions at any time and take effect upon posting on The Computer Doctor’s website. This document sets forth the entire and final understanding of Purchaser and The Computer Doctor pertaining to the subject matter hereof and supersedes all prior agreements, whether oral or written, and shall not be amended except by a written agreement signed by both parties. The Computer Doctor’ agents have no authority to make representations, warranties or promises, which are not contained in this document. The failure of either party to enforce at any time, or for any period of time, the terms of this document shall not be construed as a waiver of such terms or the rights of such party thereafter to enforce each term contained herein.

The Provider By:	Customer By:
Authorized Signature	Authorized Signature
Name (Print or Type)	Name (Print or Type)
Title	Title
Date	Date