

TERMS & CONDITIONS



OnTech Force, LLC. Formerly Hard Tech Group, a Michigan Company, and is governed by the laws of the State of Michigan.

Upon receipt of Customer's Service Request, OnTech Force, LLC. will furnish service as ordered, subject to the following terms and conditions which shall govern all orders to the exclusion of any additional or different terms appearing in or on any customer order forms.

OnTech Force, LLC. provides various computer and electronic technical support services to residential and commercial interests. "We", "Our", or "Us" are additional references to OnTech Force, LLC. and/or any third-party service provider we contract. "Customer", "You", and "Your" are references to the customer obtaining services from OnTech Force, LLC.. The use of the word "equipment" shall include any and all peripherals. Use of our services, whether via our website, Internet remote support, telephonically, or on-site, whether on our property or yours, constitutes unwavering agreement to and acceptance of these Terms & Conditions of Service, an agreement, as well as any addendum(s) made with an effective or revised date equal to the

date of said agreement or as otherwise defined. You agree to read this information completely before accepting services from us.

CUSTOMER RESPONSIBILITIES (Computers Only): You acknowledge, understand, and agree that prior to OnTech Force, LLC. performing diagnostic repairs to your equipment, you are responsible for verifying warranty status of your computer, backing up any data, software, files, or other information that is stored on your computer, including data devices attached to the computer that could be affected. Additionally, you acknowledge, understand, and agree that OnTech Force, LLC. will not, under ANY circumstances be held responsible for any loss or corruption of data and/or software whatsoever.

1. Service.

OnTech Force, LLC. Service refers to remedial (repair) service at the customer's site of the IT equipment (On-Site) or at OnTech Force, LLC. Repair Facility (In-Store). The service offered is identified as Time and Material Onsite or In-Store Service.

2. Payments.

Payment to be made: Cash, Company Check, Money Order, Credit Card (3.5% charge) or C.O.D. 50% down 50% upon completion (Past Due 30 Days Additional 5%)(Past Due 60 Days Additional 10%)(Past Due 90 Days Additional 15%) All interest fees will be legally Enforced All Equipment installed Is the property of OTF until payment is complete and in full. OTF has the right to remove all unpaid equipment in the event payment is incomplete after 90 days of finish date. A 20% restocking fee will be charged on any item not returned within 7 days of purchase. After 7 days any item can not be returned.

A shipping charge shall be enforced on all returned items. If you do not see an item on this proposal is not part of the bid price. Any additional items to this proposal will have an additional cost. OnTech Force, LLC reserve the right to correct errors made in quotation.

PREPAYMENT REQUIREMENTS: OnTech Force, LLC. may ask for prepayment of any flat-rate services. In the case where an assessment of the problem with your equipment is necessary, we will charge a non-refundable Diagnosis Fee in the amount posted on our website

if any. Though not refundable, if we are able, and you authorize us to fix the diagnosed problem, the Diagnosis Fee will be applied as a CREDIT toward the repair of the problem. We may waive the prepayment requirements under certain circumstances without waiving our rights under this agreement. We will provide a written estimate (electronically if more convenient) to repair your issue(s) and, depending on the nature of the repair, we may list a maximum dollar amount we will charge if the estimate is based on an hourly rate. Payment may be made by Visa®, Mastercard®, American Express®, Discover®, or Money Order, or in the case of on-site services, cash. Payment for all services may be made through our website.

ONSITE SERVICE: CLIENT agrees to pay a basic visit fee (cost varies, according to the type and model of equipment) for OnTech Force, LLC. to come to the CLIENT's location to make the service call. In addition, for service performed in a business and/or residential setting, CLIENT agrees to pay a service charge (depending on model of the equipment) per hour thereafter for time spent by OnTech Force, LLC. at CLIENT's site. The basic trip charge is not credited towards your service charge and is due regardless of the outcome of service.

OnTech Force, LLC. does not provide billing services to clients unless billing arrangements have been previously established.

3. Service Cancellations.

Changes or cancellation in appointments should be made at least 24 hours in advance by calling (734) 728-8324. If you cancel a service call within 24 hours of appointment date and time you will be billed a minimum of \$99 plus any applicable travel charge.

4. Replacement Parts.

In the maintenance of any product, OnTech Force, LLC. may use new, or equivalent to new, parts or assemblies for equal or improved quality. All defective parts and assemblies become the property of OnTech Force, LLC. OnTech Force, LLC., at its option, may request the return of these parts.

5. Warranty.

OnTech Force, LLC. warrants that repair service purchased from OnTech Force, LLC. will be performed in a workmanlike manner and that all parts installed in the course of such service will be free from defects in materials and workmanship for a period of one 30 days from the date of service. If any service or replacement part proves defective within the warranty period, OnTech Force, LLC. will correct the defective work and replace the defective part without charge for parts and labor.

In order to obtain service under this warranty, customer must notify OnTech Force, LLC. of the

defect before the expiration of the warranty period and make suitable arrangements for the performance of service. OnTech Force, LLC. will provide corrective service at the location where the original service was performed.

OnTech Force, LLC. shall not be obligated under this Warranty to:

- repair damage resulting from attempts by personnel other than OnTech Force, LLC. representatives to install, repair or service the product unless directed by a OnTech Force, LLC. representative;
- repair any damage, malfunction, or degradation of performance resulting from improper use or connection to incompatible equipment or memory;
- provide any application software support or service involving application hardware;
- perform user maintenance or cleaning or to repair damage, malfunction, or degradation of performance resulting from failure to perform user maintenance and cleaning as prescribed in published product materials;
- repair damage, malfunction, or degradation of performance resulting from use of the product in an environment not meeting the operating specifications set forth in the user manual;

- repair any accessories; or service any product after the limit of its duty cycle has been reached, if applicable

ELECTRONIC WARRANTY EXCLUSIONS:

Warranty does not cover the following conditions:

- ☐☐ **1. Water, fire, smoke damage.**
- ☐☐ **2. Physical abuse like broken jack panel ports, HDMI ports and Tuner RF connection.**
- ☐☐ **3. Failure from defective cable box, U-Verse or satellite receiver.**
- ☐☐ **4. Failure from any externally connected defective device such as but not limited to: blue ray DVD, computer, VCR, DVR etc.**
- ☐☐ **5. Failure from lightning strikes or power company / personal power generator voltage spikes and surges.**

THIS WARRANTY IS GIVEN BY OnTech Force, LLC. WITH RESPECT TO ITS REPAIR SERVICE IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED. OnTech Force, LLC.'S RESPONSIBILITY TO REPLACE DEFECTIVE PARTS AND CORRECT ITS WORK IS

THE SOLE AND EXCLUSIVE REMEDY PROVIDED TO THE CUSTOMER FOR BREACH OF THIS WARRANTY.

6. LIMITATION OF LIABILITY.

IN NO EVENT SHALL OnTech Force, LLC. BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF SERVICE PROVIDED HEREUNDER, EVEN IF OnTech Force, LLC. HAS ADVANCE NOTICE OF THE POSSIBILITY OF SUCH DAMAGES.

7. Governing Law.

Purchases hereunder shall be governed by and construed under the laws of the state of Michigan.

8. Entire Agreement.

This document constitutes the entire agreement between OnTech Force, LLC. and the customer concerning the subject matter contained herein.

PRIVACY POLICY

Ontech Force respects your privacy. We hate spam like you do. That's why your information is safe with us. We will not sell, rent, trade, lend, barter, swap, loan, give, or otherwise transfer your information to anyone else so they can spam you. You will always be able to unsubscribe to the newsletter we may sent to you on our website or email link.