

## JARM total solution Products and Services Policy

### 1) General

- I) All returned merchandise must be accompanied by an original invoice, picking ticket or rma receipt that shows item and number.
- II) All items must have a note stating the specific nature of the problem.
- III) All physically damaged items will be refused, as well as items without original serial number, *JARM total solution* warranty sticker, and manufacturers warranty sticker. Removing the warranty label automatically void any warranty.
- IV) All merchandise must be free from labels, markings and adhesive compounds.
- V) *JARM total solution* reserves the right to replace defective warranty with a refurbished, new or compatible item, if such an item is unavailable at the time.
- VI) All merchandise carries a limited warranty on functionality from the vendor or manufacturer. *JARM total solution* may extend this warranty to customers from the date of invoice up to one year maximum. For products which the vendor offers a longer period of warranty, customers must deal directly with the manufacturer. *JARM total solution* will assist by providing contact information.
- VII) Any alterations or modifications to any product will void all existing warranties to the product.
- VIII) Our purchasing and support department will apply their maximum effort to avoid compatibility problems among different components. But because of the nature of the OEM computer industry; we can not ensure compatibility between components or systems from different vendors, batch, or manufacturer, especially components not purchased from *JARM total solution*. Therefore any return due to incompatibility is subject up to 25% (or the maximum allowed by the laws) restocking fee.
- IX) We do not supply a limited technical support to handle questions on basic setup and operation of the product that we sell. It is the responsibility of the customer to understand the basic principles and procedures that are associated with the operation, and handling of any computer components that you purchase.
- X) Technical assistance will not be provided without a labor charge.
- XI) All defective returned merchandise will not be received without packaging, software or manuals.
- XII) Returned merchandise must be returned with the freight prepaid by the customer. The customer is expected to insure all items being returned. *JARM total solution* is not responsible for any losses or damage on such returned merchandise.
- XIII) All merchandise returned to *JARM total solution* will go through a testing procedure to assure there are no N.P.F. (no problems Found) on items.
- XIV) Our warranty do not cover any damaged caused by a power electrical failure.
- XV) Absolutely we do not cover warranty in any equipment that was open and/or serviced by third person.
- XVI) The signature and/or payment of the invoice constitute the acceptance of the whole products and/or services described in the invoice as well as all terms and conditions.
- XVII) Independently of customer's payments and check specification, the received payments will be applied to customer older and/or overdue invoices prior to the newer invoices.
- XVIII) All customer's payments is set as pending; only will be set as paid after cleared and disbursed the funds.
- XIX) Our services will be provided during normal business hours and days; otherwise (including holidays), the services may be subject to a different or a special fee.

### 2) Credit for Returned Items

- I) We reserve the right to impose a 25% (or the maximum allowed by the laws) restocking fee on all returned merchandise.
- II) All items must be in original packaging, and all contents must be present and in good order.
- III) The original invoice must be presented.
- IV) No store credits will be issued after 7 days from the date of original invoice. Within 30 days of original invoice date we will exchange the disfunctioning product for one of exact characteristics.
- V) All credits are subject to final approval by management.
- VI) Absolutely no cash refunds!!!

### 3) Hardware

- I) All Devices and Parts carry a limited warranty. The supplier dictates this warranty period.
- II) All cracked, broken, chipped, or burnt CPU's as a result of improper handling will be refused.
- III) Due to the nature of some devices and to their possible exhibition to atmospheric's phenomenon, the only warranty that cover some devices is a when it is installed. After the technician leaved a site, is absolutely responsibility by the customer all happen and a possible damage.

### 4) Software

- I) *JARM total solution* doesn't cover any warranty on possible installed programs.
- II) *It is not JARM total solution* responsibility the operation, malfunction and possible damages or deterioration of any software developed by another that is not *JARM total solution*.

### 5) Labor Fees

- I) A current labor price per hours will be charge for testing system which has not any problems or has an unaware problem.
- II) In the event of Flat Rate, delays beyond of our control may not be covered by the flat rate and could be an additional charge.

### 6) Customer Service Policy

- I) When replaced items are ready to be returned to customers, it will be properly communicated we us. Items not claimed in 30 days will be considered abandoned.
- II) *JARM total solution* will not be liable for consequential damages resulting from the use and or improper installation of any product.
- III) Processing time could vary depending on the providers of the product.
- IV) We reserve the right to discontinue our services or stop projects under certain circumstance.

### 7) Consultant and Technical Support Services Policy:

- I) The on-site service is subject to minimal service time (2 Hour minimum).
- II) The remote service is subject to a minimal service time (1 Hour minimum).
- III) If we solved the issue before the minimal service time, the customer can define how is going to be use the remainder minimal time.
- IV) All remote support using third parts provider may be subject to the third parts connection fee plus our remote service rate.
- V) All services will be meter by hours; even a few minutes may be rounded to the next hour.

### 8) Additional Terms

- I) In the case of a solicited diagnostics, we take no responsibility on the software loaded on your hard drive or components installed in your machines or any network systems.
- II) Our goal is to provide excellent services of the current technologies based on our expertise; all special research, study, provide assistance to third parts support, technology test including hardware or software, etc., will be at customer expense and the time will be subject at the services rate even when the result may not match the customer expectation.
- III) An rma receipt must be presented for merchandise return pickups.
- IV) For persons other than the account holders; photo id and written authorization, must be presented to pick up any merchandise. This is the case of drivers, couriers, and forwarders.
- V) Sometimes, the warranty processes need to send to the manufactured the broken items; in these cases, the customer could be charge with the shipping costs.

### 9) Returned Payments

- I) Up to \$39.00 (or the maximum allowed by the laws) may be charged on any returned checks.

### 10) Overdue Invoices and Outstanding Accounts

- I) Up to 30% fee (or the maximum by the local and state laws) over the total amount may be charged by expired cycle.
- II) All special prices and/or discounts on invoices will be honor ONLY if the invoice's payment is received on time; otherwise, the mentioned special price and/or discount will be automatically revoked and the customer will owe the total amount plus the normal rate or price.
- III) *JARM total solution* may stop service(s) and retain product(s) on customers with outstanding balance accounts.
- IV) We do not provide services or products (including warranties) to customers with outstanding balance. Customer must pay in full or make an array prior to request services or products.
- V) Partial payments of the pending amounts without a previous arrangement with *JARM total solution* do not constitute a settle of the pending amounts, your account will be treated as outstanding account and the funds will be distributed in the same order of due dates.

### 11) Legal Terms

- I) In the event any action is filed relative to our services or products, the Customer shall be liable for all cost of collection, including reasonable attorney's fee.

### 12) Modification of Terms

- I) *JARM total solution* reserves the right to change part or all of this policy without previous notification.

### 13) Miscellaneous

- I) Your continued use of *JARM total solution* services indicates your complete acceptance and legal binding to this entire Agreement without exception.