

TERMS AND CONDITIONS

PRICES: All prices quoted include cash discount and are exclusive of taxes and freight charges. Purchasers shall furnish to **Brazos Valley Computers** an appropriate Tax-Exemption certificate, if applicable. Remember that you pay for knowledge and ability, as well as work performed!

TERMS OF PAYMENT: All goods are payable **COD** immediately upon receipt, unless otherwise arranged. Finance charges of 1.5% per month (not to exceed maximum allowed by law) shall be applied monthly to past dues accounts. Handling charges will be assessed for returned checks. In the event of Purchaser's default on payment for products purchased hereunder, Purchaser shall be responsible for all reasonable cost and expenses incurred by **Brazos Valley Computers** in collection of any sums owed by Purchaser. Such reasonable costs and expenses by **Brazos Valley Computers** shall include, but not be limited to, reasonable attorney's fees, plus any other costs of such action. **Brazos Valley Computers** shall not be obligated to make any further deliveries to Purchaser. **Any and All returned Checks will be collected with a MINIMUM \$35.00 fee. A returned Check or Credit Card Charge-Back Voids all Warranties. No Exceptions!!**

DELIVERY: Shipment of all products shall be FOB **Brazos Valley Computers**. In the event of carriers' damage, loss, or mis-delivery of product, it shall be the responsibility of the Purchaser to deal with the carrier. In the absence of specific shipping instructions, **Brazos Valley Computers** will select the method and carrier it deems best. Delivery schedules are approximate only. **Brazos Valley Computers** will make every reasonable effort to deliver on time; however, **Brazos Valley Computers** shall not be held liable for late or lost shipments.

TITLE: Title and risk of loss or damage to product shall pass to Purchaser upon delivery to carrier or Purchaser or Purchaser's Agent at FOB point. The above notwithstanding, the Purchaser agrees that **Brazos Valley Computers** shall retain a purchase money security interest in all products sold to Purchaser, and to all products now or hereafter acquired by Purchaser ("the collateral") and to any proceeds from the disposition of said products until the purchase price and other charges due **Brazos Valley Computers** have been paid in full. Upon any default by Purchaser hereunder, **Brazos Valley Computers** shall have all rights and remedies of a secure party under the Uniform Commercial Code, which rights shall be cumulative.

CHANGES AND CANCELLATIONS: Orders accepted by **Brazos Valley Computers** are not subject to change or cancellation by Purchaser except with **Brazos Valley Computer's** written consent and upon payment of an appropriate charge to cover the cost or loss incurred by **Brazos Valley Computers** which, unless otherwise agreed in writing, shall be not less than twenty percent (20%) of the price of the goods subject to change or cancellation.

LIMITATION OF LIABILITY: In no event shall **Brazos Valley Computers** be liable for any loss of use, revenue or anticipatory profit or for any direct, indirect or consequential damage arising out of or connected with the sale, use or operation of goods sold.

RETURN OF ITEMS: In order to return an item, you must provide: 1) **Brazos Valley Computer's** invoice number and date, 2) Product model and serial number. Any product returned to **Brazos Valley Computers** must be complete and in original condition (including all original documentation, manuals, parts, diskettes, packaging, cables, etc.)

CREDITS/EXCHANGES: Returns are for repair or replacement only and entirely at the sole discretion of **Brazos Valley Computers**. Credits, refunds and exchanges are not allowed. There are no exceptions to this rule.

WARRANTY PERIOD: When purchased from **Brazos Valley Computers**, new systems are warranted free from defect in material and workmanship for twelve months from the **Brazos Valley Computers** invoice date. Used systems/laptops are warranted from defect in material and workmanship for **Thirty (30) days** from **Brazos Valley Computers** invoice date. **No warranty on laptop batteries. All Warranties exclude any in-home Repairs. THERE IS NEVER ANY WARRANTY ON ANY SOFTWARE. ALL SINGLE PARTS (INCLUDING ANY PARTS FOR LAPTOPS), OR LAPTOPS AND MONITORS PURCHASED SEPARATELY ARE WARRANTIED THROUGH THE MFG ONLY, NOT THROUGH BRAZOS VALLEY COMPUTERS! ALL LCD PANELS CARRY A 15 DAY WARRANTY, WITH NO LIABILITY TO BRAZOS VALLEY COMPUTERS (NO EXCEPTIONS). Refurbished Laptops are warrantied, if specified, for one year, and the batteries of the Refurbished systems are warrantied for thirty days. This is a ship-off to the Refurbishing Company Warranty.**

LIMITED WARRANTY: This limited warranty is extended only to customers, hereinafter called Purchasers, who purchase products directly from **Brazos Valley Computers** and is subject to the following conditions: should this product prove to be defective by reason of improper workmanship or material under normal use and service conditions within **twelve (12) Months on new systems, thirty (30) Days parts only on used systems, unless otherwise specified, and fifteen (15) Days on labor only for upgraded systems**, with **ALL single parts or parts warranty on upgrades** being with the **MFG** from date of original invoice by Purchaser. **Brazos Valley Computers** will repair, or at its option, replace the product without charge for labor within the warranty period. **All new Hard Drives over 10 Days carry Manufacturer's Warranty Only.** This warranty **does not cover** damage to any component caused by **Power Surge, Power Spike or Liquid Damage** of any kind, or Purchasers' misuse of software or the hardware. If a component fails during the warranty period and the component is no longer available from **Brazos Valley Computers** distributors, Purchaser has the option to upgrade and pay the cost difference between the failed component and the upgrade component or an in-store credit of the original cost of the failed component. All items not manufactured by **Brazos Valley Computers** are subject to the original manufacturer warranty unless expressly stated and noted by **Brazos Valley Computers**. **Power Port replacement repairs are not warrantied at all, for any reason, or for anyone, due to the fragile nature of the plugs.**

SERVICE: Service for associated **Brazos Valley Computer's** warranty items will be performed in our office. It is Purchaser's sole responsibility to return the serviceable items to this location. **This limited warranty does not apply and is voided if:** (A) the product is damaged by **accident, Improper Hardware Installation, illegal misuse, lightning, fire, water, electrical surges or other acts of nature;** (B) The product is altered or repaired by anyone other than **Brazos Valley Computers** authorized warranty station; (C) the serial number is removed or tampered with, (D) **any upgrades** to serviceable item are **not** performed by **Brazos Valley Computers** during the **Warranty Period**, or (E) if **any legal action is pursued against Brazos Valley Computers**. This warranty does not cover broken or marred cabinets, cases or covers. Should this product prove defective in workmanship or material, the Purchaser's sole remedy shall be such repair or replacement as provided above. Under no circumstances shall **Brazos Valley Computers** be liable for any loss or damage (direct, consequential, or accidental) arising from the use or inability to use this product, or failure to backup any and all data before any hardware failure. **Brazos Valley Computers** makes no warranty other than the one set forth herein. Such warranty is in lieu of all other warranties, express or implied, including but not limited to any expressed or implied warranty of merchantability or fitness for a particular purpose and such constitutes the only warranty made with respect to the goods. Acceptance of this product constitutes acceptance of the stated policy terms and conditions. **There are no exceptions to this warranty.**