



Electronic Repair Service

631 961 8833

REPAIR AGREEMENT

This Repair Agreement (the "Agreement") is entered into and made effective this ____ day of _____, 20__ (the "Effective Date"), by and between _____, (the "Customer") and **ELECTRONIC REPAIR SERVICE**, (the "Company"). The Customer and the Company shall collectively herein be known as the "Parties" or "Party," as applicable.

WHEREAS, the Company offers electronic repair services and the Customer desires to retain the Company to perform such services in connection with Customer's device;

WHEREAS, this Agreement is intended to outline the terms and conditions applicable to the service aspects of such business relationship between the Parties.

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto covenant and agree as follows:

1. **DESCRIPTION OF SERVICES.** The Company shall use its professional knowledge and skills to provide electronic repair services to the Customer as described in a separate work order (which shall be attached hereto as (the "Services"). It is acknowledged and agreed by both Parties that the device delivered for Services is at all times considered the property of the Customer.

a. **Start and End Dates.** The Services shall begin when the Customer delivers his device to the Company for the performance of the Services. The Company shall complete the Services by the date and/or time estimated. If the Services cannot be completed within the specified time period, the Company shall contact the Customer concerning the delay (including, but not limited to, product unavailability/backordering, etc.), and the Customer shall, in his discretion, elect either to have the Services continue (understanding that a delay will happen) or request that his property be promptly returned. In such case, the Company shall make the Customer's property available upon request.

b. **Condition.** The Company shall return the Customer's property in the same condition (as can reasonably be expected) as when the Customer delivered the device for Services. The Company shall not be responsible for undetected/non-visible damage to screens/panels when submitted for repair.

2. **COMPENSATION.** The Customer shall pay the Company a diagnostics fee of \$ 40.00 ("Compensation") minimum for the Services described in this Agreement irregardless if device is determined to be unrepairable. The Parties agree that the Customer shall pay in full the Compensation due and owing at the time the Services are completed or at the time the Company returns the Customer's property. ERS shall not be responsible for obsolete parts found to be at fault, trouble shooting fee will remain due. Customer responsible for return fee(s) on parts if repair is cancelled after parts are ordered. We do not accept checks.
3. **LABOR AND EQUIPMENT WARRANTY.** The Parties agree that the only warranty or assurance of the Company's work shall be the warranty that the Company might provide for its labor and any standard warranty on equipment or parts used. The Company provides such warranty information to the Customer at the time of the property return.
4. **CONFIDENTIALITY.** The Company is being trusted with access to the Customer's property which could contain sensitive personal information. The Company hereby acknowledges and agrees that any such information (including, but not limited to, bills, credit card information, telephone numbers, business papers, appointments, doctors, etc.) seen on the Customer's device is confidential personal information of the Customer, and possibly third parties, and shall be kept confidential and not disclosed to any other third party or entity without the prior written permission of the Customer, except if such disclosure is required by law.
5. **NO WAIVER.** The failure of a Party to require strict performance of any provision of this Agreement by the other, or the forbearance to exercise any right or remedy, shall not be construed as a waiver by such Party of any such right or remedy or preclude any other or further exercise thereof or the exercise of any other right or remedy.
6. **SEVERABILITY.** The invalidity or unenforceability of any provision of this Agreement does not affect the validity or enforceability of any other provision of this Agreement.
7. **ENTIRE AGREEMENT; AMENDMENTS.** This Agreement has been freely negotiated and contains the entire understanding between the Parties for the Services outlined herein. The Parties acknowledge that they have read and understand the terms contained herein and agree to same. This Agreement supersedes all prior agreements, representations, or understanding (whether written, oral, implied, or otherwise) between the Parties. These terms may not be amended or modified, in whole or in part, except by an express written agreement between the Parties.
8. **APPLICABLE LAW.** This Agreement shall be construed and governed by the law of the state of New York without regard to principles of conflicts of law. Any court action to enforce this Agreement, or relating to or arising out of this Agreement or the Services by Company, shall be brought in a court of competent jurisdiction in the County of Suffolk, NY. The prevailing party shall be entitled to collect any reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which the prevailing party may be entitled.
9. **HEADINGS.** The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning of any provision of this Agreement.

10. **COUNTERPARTS; FACSIMILE AND ELECTRONIC SIGNATURES.** This Agreement may be executed in counterparts, all of which together shall constitute one and the same agreement. Any electronic signature shall have the full weight and authority as an original signature on this Agreement. Additionally, any signature page delivered electronically or by facsimile shall be binding to the same extent as an original signature page with regards to any agreement subject to the terms hereof or any amendment hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement as identified below and as of the Effective Date of this Agreement.

“CUSTOMER”

Customers Initials

“COMPANY”

Electronic Repair Service
Authorized Company Representative

Work orders are customized documents and will be sent to the email address of customer for final authorization once a signed repair agreement has been received. The work order will contain specific details for your repair.

Documents should be emailed to: service@electronicrepair-li.com