
Terms of Service Agreement

Thank you for your business. We look forward to helping you today and for many years to come. As with any relationship, we believe things work more smoothly when we agree on how business will be conducted. The nature of this agreement is to define our how we charge you for services, and how you pay us. Please complete the following agreement.

This Agreement is made as of _____(date) between Turner Businesses LLC, a South Carolina LLC (herein known as "TechForce") and _____(herein known as "client").

I/we agree to comply with the following terms:

1. All labor charges are non-refundable.
2. Licensed software is not refundable.
3. All hardware is sold with a manufacturer's warranty. TechForce provides no additional warranty.
4. All merchandise may be returned within 30 days. There is a 10% restocking fee on all items except special-order items. There is a 20% restocking fee on special-order items. Return shipping costs are borne by the client.
5. There is a \$50 charge on returned checks.
6. Invoices are due and payable to, TechForce upon completion of the work.
7. All unpaid sums that are not in dispute shall bear interest at the rate of 18% APR per month.
8. Cost of collection, including reasonable attorney's fees, shall be borne by the client.
9. All merchandise remains the property of TechForce until paid in full.
10. TechForce shall not be bound by any terms or conditions printed on a purchase order, check, or correspondence from client without prior written acceptance of such terms.
11. Quotations and responses to requests for quotations do not include the price of sales tax or shipping unless these items are explicitly stated. Client is responsible for the cost of sales tax and shipping of all merchandise.
12. Special Order parts and/or equipment require pre-payment before they are ordered.
13. TechForce will not perform for clients with past due balances. This includes but is not limited to emergency services.
14. From time to time TechForce may offer for sale items that are demonstration units, refurbished, or used. All such items are sold AS-IS and are not returnable.
15. TechForce does not guarantee the price and / or the availability of product and / or services quoted.
16. All defective merchandise must be returned to TechForce, prepaid.
17. Software/hardware must be properly licensed.

LIMITATION OF LIABILITY

18. TechForce warrants to Client that the material, analysis, data, programs, and services to be delivered or rendered under this Agreement will be of the kind and quality designated and will be performed by qualified personnel.

19. TechForce offers no guarantees or warranties, express or implied, as to system availability and functionality during any phase of its support services and makes no guarantees or warranties, expressed or implied, regarding the ability to resolve computer-related problems, to recover data, or to avoid losing data.
20. TechForce makes no other warranties, whether written, oral or implied, including without limitation warranty of fitness for purpose of merchantability. In no event shall TechForce be liable for special or consequential damages, either in contract or tort, whether or not the possibility of such damages has been disclosed to TechForce in advance or could have been reasonably foreseen by TechForce, and in the event this limitation of damages is held unenforceable then the parties agree that by reason of the difficulty in foreseeing possible damages all liability to Client shall be limited to the total dollar amount paid by client to TechForce in the disputed invoice(s).

LEGAL ACTION AND JURISDICTION

21. Jurisdiction. The enforcement of this agreement shall be governed by the laws of the State of South Carolina.
22. If the scope of any of the provisions of the Agreement is too broad in any respect whatsoever to permit enforcement to its full extent, then such provisions shall be enforced to the maximum extent permitted by law, and the parties hereto consent and agree that such scope may be judicially modified accordingly and that the whole of such provisions of this Agreement shall
23. Dispute Resolution. Any disputes that arise between the parties with respect to the performance of this agreement shall be submitted to binding arbitration by the American Arbitration Association, to be determined and resolved by said association under its rules and procedures in effect at the time of submission and the parties hereby agree to share equally in the costs of said arbitration.

The final arbitration decision shall be enforceable through the courts of the state of South Carolina. In the event that this arbitration provision is held unenforceable by any court of competent jurisdiction, then this contract shall be binding and enforceable as if this section were not a part hereof.

I/We agree to these terms and accept responsibility for payment of our account.

Client Signature Date

Print Name Title

TechForce Signature Date

Print Name Title