

Limited Warranty Agreement

The warranty described herein applies only to **services performed by Ocean Computers, Inc.**

1) **File Back-up**

Prior to any service activities by an Ocean Computers, Inc. service technician, the back-up (transfer or copy of files, folders, and/or programs to a storage medium separate from the computer being serviced) of any and all files that the customer wants to retain for use, on the computer to be serviced, after the service requested has been completed, needs to be addressed. The customer hereby agrees, initials, and acknowledges that he/she takes full responsibility for backing-up the computer system's files, in part or in whole, prior to the scheduled appointment time for service by Ocean Computers, Inc.. **Ocean Computers, Inc. highly recommends that the customer back-up all information on the hard drive prior to any installation or service by Ocean Computers, Inc. or any other service professional.** Ocean Computers, Inc. is not responsible for loss or alterations of any kind to data or information in any form that exists or existed on the computer to be serviced prior to the service activities.

The customer is responsible for any and all files that the customer wants to be retained after service by Ocean Computers, Inc.. If for any reason the back-up process is not complete upon arrival of Ocean Computers, Inc.' staff, the customer can choose between one of the following options

2) **General Warranty**

Ocean Computers, Inc. warrants its service, only to the original purchaser of said service, against defects in workmanship for a period of one year (365) days from the date of original invoice (excluding all holidays and weekends). This includes service on PC's, servers, printers or any other computing device on which Ocean Computers, Inc. performed service. The customer's sole and exclusive remedy for workmanship defects made under warranty is through additional service work to be performed by Ocean Computers, Inc.. All warranty calls will require a \$65.00 onsite labor fee. NOTE: **Anti-Spyware, Windows Updates & Virus software must be enabled and up-to-date or warranty will void.**

Warranty services may be obtained by contacting Ocean Computers, Inc. at:

**<http://www.myoceancomputers.com/>
(619) 251-0365**

3) **Defective Materials**

In the case where materials are found to be defective, subsequent to the original work performed by Ocean Computers, Inc., either related or unrelated to the service work covered under this warranty, the original manufacturer's warranty will be the prevailing warranty and Ocean Computers, Inc. will not be held liable, or responsible for any damages or obligations to the customer due to failure of said defective parts. The parts will be replaced under the terms of the original manufacturer's warranty (if so covered), at the discretion of the customer, and the replacement service may or may not be performed by Ocean Computers, Inc. pending agreement between customer and Ocean Computers, Inc.. This includes original equipment installed prior to, and without the knowledge or participation in any way of Ocean Computers, Inc. as well as any equipment installed by Ocean Computers, Inc. whether purchased by Ocean Computers, Inc., the customer, or any agent acting on behalf of either party. It is the responsibility of the customer to obtain warranty service through the manufacturer for any original equipment that was part of the initial computer product purchase or installed subsequent to said computer purchase and prior to, or subsequent to, service performed by Ocean Computers, Inc..

In the event that defective parts, on which Ocean Computers, Inc. actually performed services under warranty, are then serviced by any other service provider, the warranty for any and all work performed by Ocean Computers, Inc. is null and void.

4) Tutoring

In the case where the client has trouble understanding how to operate a computer that has been built, repaired or maintained by Ocean Computers, Inc., the warranty will not cover a request for technical support. Any such requests will be treated on a case by case basis and will be charged by the current hourly rate that applies.

5) Legal Notification

If, in the normal course of performing the technical services authorized by the customer, Ocean Computers, Inc., including any member of its staff, encounters what appears to be illegally acquired or possessed data, software, images, equipment or any other aspect of the computer under repair, and only limited to the computer under repair, we at Ocean Computers, Inc. reserve the right to notify law enforcement officials as an act of legal, moral, or ethical responsibility.

6) Disclaimer

This warranty does not cover damage to any item, if in our opinion, damage or operational dysfunction has occurred as a result of shipping, improper assembly, modification, negligence, and/or improper use, handling, repairs, or abuse.

This limited warranty gives our customers specific legal rights, and may also have other rights, which vary, from state to state.

IF THE SERVICES ARE NOT PERFORMED AS WARRANTED HEREIN, THE CUSTOMERS SOLE REMEDY WILL BE REPAIR OR REPLACEMENT, AT THE OPTION OF OCEAN COMPUTERS, INC.. AS FURTHER PROVIDED ABOVE, IN NO EVENT WILL OCEAN COMPUTERS, INC. BE LIABLE FOR DAMAGES, LOST DATA, LOST REVENUES, LOST WAGES, LOST SAVINGS, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM PURCHASE, ASSEMBLY OR INABILITY TO USE ANY PRODUCT AS A RESULT OF SERVICES PERFORMED.