

NOVATECK PC, INC.

WORK AUTHORIZATION AGREEMENT

THIS AGREEMENT CONTAINS THE TERMS AND CONDITIONS THAT APPLY TO IN-STORE OR ON-SITE SERVICES THAT MAY BE AVAILABLE TO YOU THROUGH YOUR NOVATECK PC PRODUCTS.

1. AUTHORIZATION TO PERFORM SERVICES. You hereby authorize Novateck PC, Inc. to perform diagnostic, repair and installation services on your Product (the "Work"). You agree to pay for such Work in accordance with the terms and conditions of this agreement.

A. Warranty Work. If the work is covered under an existing limited warranty, you hereby authorize Novateck PC, Inc. to perform the Work in accordance with the terms and conditions of such limited warranty and you hereby agree to pay any charge applicable to such work pursuant to such limited warranty. Confirmation of the limited warranty may be required prior to Novateck's provision of warranty service. FOR WARRANTY SERVICE, THE TERMS AND CONDITIONS OF THE APPLICABLE LIMITED WARRANTY SHALL APPLY AND THIS AGREEMENT DOES NOT MODIFY, DECREASE OR INCREASE THE RESPECTIVE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER SUCH LIMITED WARRANTY NOR DOES THIS AGREEMENT GRANT YOU NEW RIGHTS EXCEPT AS PROVIDED HEREIN. NOVATECK PC, INC. DOES NOT PROVIDE WARRANTY SERVICE FOR MOUSE, KEYBOARD, MONITOR, OR PRINTER ACQUIRED WITH YOUR PRODUCT. CONSULT THE LIMITED WARRANTY YOU RECEIVED WHEN YOU PURCHASE THE PRODUCT IF YOU HAVE ANY QUESTIONS ABOUT YOUR RIGHTS AND OBLIGATIONS. WHERE THE TERMS OF THIS AGREEMENT AND THE LIMITED WARRANTY ARE INCONSISTENT, THE TERMS OF THE LIMITED WARRANTY WILL GOVERN.

B. Out of Warranty Work. If the Work is not covered under an existing limited warranty, you hereby authorize Novateck PC, Inc. to obtain parts and to perform the Work and you agree to pay all applicable fees, taxes and other charges for such parts and services in accordance with Novateck's current price list. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE OR OBLIGATION PRIOR TO YOUR AUTHORIZATION TO PERFORM SERVICES. PRICES DO NOT INCLUDE APPLICABLE TAXES OR SHIPPING AND HANDLING, WHICH WILL BE ADDED TO THE PRICE YOU PAY. A MINIMUM DIAGNOSTIC CHARGE WILL BE CHARGE TO THE INITIAL DIAGNOSIS OF ANY REPAIR NOT COVERED BY THE LIMITED WARRANTY WHETHER OR NOT YOU SUBSEQUENT AUTHORIZE SUCH REPAIR. PLEASE CONSULT THE CURRENT NOVATECK PRICE LIST FOR THE AMOUNT OF THIS CHARGE BEFORE YOU SIGN THIS AGREEMENT OR AUTHORIZE ANY WORK TO THE PRODUCT. IF YOU SUBSEQUENTLY AUTHORIZE SUCH REPAIR, THIS MINIMUM DIAGNOSTIC CHARGE WILL APPLIED AS A CREDIT AGAINST ANY CHARGES FOR PARTS AND/OR SERVICES FOR SUCH REPAIR. PARTS USED BY NOVATECK PC MAY BE NEW OR SERVICEABLY USED.

2. LOST AND ALTERED COMPUTER FILES. You are responsible for backing up all proprietary and confidential information on the Product and for maintaining a procedure external to the hardware products for the reconstruction of lost or altered files, data or programs. **NOVATECK PC, INC. SHALL NOT BE LIABLE FOR LOST OR ALTERED FILES, DATA OR PROGRAMS, EVEN IF CAUSE BY THE NEGLIGENCE OF NOVATECK PC, INC. OR ITS AGENTS OR EMPLOYEES. DIAGNOSTIC AND REPAIR SERVICES ARE PROVIDED ANY OBLIGATION OF CONFIDENTIALITY OR NON-DISCLOSURE ON THE PART OF NOVATECK PC, INC., ITS AGENTS OR EMPLOYEES. YOU MAY WANT TO DELETE FROM THE PRODUCT ANY FILE OR DATA YOU CONSIDER CONFIDENTIAL, PRIVATE OR PROPRIETARY. IN-STORE PERSONNEL ARE NOT AUTHORIZE TO CHANGE THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

Initial: _____ I provide permission for Novateck PC, Inc. to format my drive if necessary and understand that doing so may result in loss or corruption of data and I release Novateck PC, Inc. and its agents and employees from liability for such loss or corruption, even if caused by the negligence of Novateck PC, Inc., its agents or employees.

Initial: _____ I would like to purchase the data backup service for \$_____ per CD (700meg) of data subject to the terms and conditions of this Agreement.

THE TERMS AND CONDITIONS OF THIS AGREEMENT ARE CONTINUED ON THE BACK. PLEASE READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT BEFORE SIGNING THIS AGREEMENT OR AUTHORIZING ANY WORK TO YOUR PRODUCT.

I ACKNOWLEDGE THAT I HAVE READ AND FULLY UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS OF THIS AGREEMENT INCLUDING PARAGRAPH 2 "LOST OR ALTERED COMPUTER FILES", PARAGRAPH 3 "LIMITED WARRANTY; DISCLAIMER OF WARRANTIES" AND PARAGRAPH 7 "DISPUTE RESOLUTION".

Signature of Client

Date: _____

Client Name: _____

Check in By: _____

Client Address: _____

Store Number: _____

Store Phone: _____

Client Phone: _____

Service Work Order #: _____

System Type: _____

Serial Number: _____

3. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES. To the extent of the Work is performed is for service other than non-warranty repairs to the Product, this Agreement is a service contract only. The only warranty that applied to your Product is the limited warranty provided by Novateck PC, Inc. under the Product Agreement that shipped with your Product. Novateck PC warrants that the work to be performed under a Product limited warranty shall be performed in a professional manner. For non-warranty repairs, Novateck PC warrants that any Novateck PC branded parts installed by Novateck PC during such non-warranty repairs shall be free from defects in material and/or workmanship for year from the date the parts are installed, failing which Novateck PC will either, at its option: (1) correct any defect in material or workmanship, or failure of the part to conform to the manufacture's published specifications at no charge to you for in-house labor and materials, or (2) refund the amount you pay for the parts upon their return to Novateck PC, Inc. Any replacement parts may be new or serviceably used. **NOVATECK PC DOES NOT WARRANT SOFTWARE OR NON-NOVATECK PC BRANDED PARTS.** To obtain service under this limited warranty, you must bring your Product to where your Product was originally serviced. Please note that Novateck PC will be responsible for shipping cost related to replacement parts, but you are responsible for costs of bringing your Product to Novateck PC for service. Warranty Work may be denied or limited if your account is not in good standing, including outstanding debts for replacement parts not returned. If you choose to contact Novateck PC in writing, send your request for warranty service to Novateck PC, Inc. at which the original repair was made. The limited warranties made hereunder are not transferable. **FAILURE TO FOLLOW THE**

Novateck PC
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info@novateckpc.com

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WORK AUTHORIZATION AGREEMENT

PROCEDURE SET OUT IN THIS SECTION MAY RESULT IN DELAYS IN REPLACEMENT OF PARTS, REPAIR OR REPLACEMENT OF YOUR PRODUCT, OR MAY RESULT IN ADDITIONAL CHARGES TO YOUR ACCOUNT. NOVATECK PC RESERVES THE RIGHT TO REFUSE TO ACCEPT PRODUCTS WHERE THESE PROCEDURES ARE NOT FOLLOWED. NO INFORMATION OR ADVICE (WRITTEN OR ORAL) PROVIDED TO YOU BY NOVATECK PC, ITS AGENTS OR EMPLOYEES, WILL CREATE A WARRANTY BY NOVATECK PC, OR INCREASE THE SCOPE OF THIS AGREEMENT. THIS AGREEMENT GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG IMPLIED WARRANTIES LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

4. **LIMITATION OF LIABILITY EXCEPT WHERE SUCH EXCLUSION IS CONTRARY TO PUBLIC POLICY, IN NO EVENT SHALL NOVATECK PC, ITS AGENTS OR EMPLOYEES OR CONTRACTORS, BE LIABLE UNDER THIS AGREEMENT FOR ANY DIRECT, INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING, BUT NOT LIMITED TO LOSS OF ANTICIPATED PROFITS OR REVENUE, ECONOMIC LOSS, LOSS OF DATA, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE OR REPLACEMENT EQUIPMENT, FACILITIES OR SERVICES, DOWN TIME, YOUR TIME, THE CLAIMS OF THIRD PARTIES, AND INJURY TO PROPERTY, REGARDLESS OF THE NATURE OF THE CLAIM, INCLUDING BUT NOT LIMITED TO, BREACH OF WARRANTY, BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR STRICT LIABILITY, AND EVEN IF NOVATECK PC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. SOME DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IF ANY PORTION OF THIS SECTION 4 IS HELD INVALID OR UNENFORCEABLE, ANY LIABILITY OF NOVATECK PC, AND ITS SUPPLIERS AND THIRD-PARTY SERVICE PROVIDERS UNDER THIS AGREEMENT IS EXPRESSLY LIMITED TO THE FEES YOU HAVE PAID FOR THE SERVICE GIVEN RISE TO THE CLAIM. YOUR SOLE REMEDY AGAINST NOVATECK PC AND ITS SUPPLIERS AND THIRD-PARTY SERVICE PROVIDERS IN ANY DISPUTE UNDER THIS AGREEMENT SHALL BE TO SEEK RECOVERY OF THE AMOUNTS YOU HAVE PAID, UPON THE PAYMENT IN WHICH NOVATECK PC AND ITS SUPPLIERS AND THIRD-PARTY SERVICE PROVIDERS SHALL BE RELEASED FROM AND DISCHARGES OF ALL FURTHER OBLIGATIONS AND LIABILITY TO YOU.**

5. **ENTIRE AGREEMENT.** This agreement contains the entire understanding of the parties and supersedes all previous oral and written agreements with regard to the subject hereof. No term or condition of any purchase order issued by the Client inconsistent with this Agreement will be binding with Novateck PC. In-store personnel do not have the authority to alter the terms and conditions of this Agreement.

6. **GOVERNING LAW.** This Agreement is governed by the laws of the State of California, without giving effect to conflicts of law rules.

7. **DISPUTE RESOLUTION.** You agree that any dispute between you and Novateck PC, Inc. will be resolved exclusively and finally by arbitration administered by the National Arbitration Forum (NAF) and conducted under its rules, except as otherwise provided below. The arbitration will be conducted before a single arbitrator, and will be limited solely to the Dispute between You and Novateck PC, Inc.. The arbitration shall be held at any reasonable location near your residence by submission of documents, by telephone, online or in person. Any decision rendered in such arbitration proceedings will be final and binding on each of the parties, and judgment may be entered thereon in any court of competent jurisdiction. Should either party bring a Dispute in a forum other than NAF, the arbitrator may award the other party its reasonable costs and expenses, including attorney's fees, incurred in staying or dismissing such other proceedings or in otherwise enforcing compliance with this dispute resolution provision. **You understand that You would have had a right to litigate disputes through a court, and that You have expressly and knowingly waived that right and agreed to resolve any Disputes through binding arbitration.** This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Section 1, *et seq.* For the purposes of this section, the term "Dispute" means any dispute, controversy, or claim arising out of or relating to (i) this Agreement, its interpretation, or the breach, termination, applicability or validity thereof, or (ii) the purchase or use of any product, accessory, service or otherwise from Novateck PC; the term "Novateck" means Novateck PC Inc. and its third party service providers, and their respective subsidiaries, affiliates, directors, officers, employees, beneficiaries, agents or assigns; the term "You" means you the original purchaser, your agents, beneficiaries, or heirs. Information may be obtained from the NAF on line at www.arb-forum.com, by calling 800-474-2371 or writing to P.O. Box 50191, Minneapolis, MN, 55405.

8. **SEVERABILITY.** If any provision contained in this Agreement is or becomes invalid, illegal, or unenforceable in whole or in part, such invalidity, illegality, or unenforceability shall not affect the remaining provisions and portions of this Agreement.

9. GENERAL.

- A. YOU MAY NOT ASSIGN THIS AGREEMENT OR ANY OF YOUR RIGHTS HEREUNDER WITHOUT THE EXPRESS WRITTEN CONSENT OF NOVATECK PC, INC... Services provided by Novateck under this Agreement may be provided, at Novateck's option, by an independent third-party service provider.
- B. SUBJECT TO THE LIMITATIONS OF APPLICABLE LAW, AND IN ADDITION TO SUCH OTHER REMEDIES THAT MAY BE AVAILABLE TO NOVATECK UNDER APPLICABLE LAW. YOU HEREBY AUTHORIZE NOVATECK TO RETAIN POSSESSION OF THE PRODUCT UNTIL ALL SUMS OWED BY YOU UNDER THIS AGREEMENT HAVE BEEN PAID IN FULL. IF YOU FAIL TO PICK UP YOUR PRODUCT WITHIN 30 DAYS AFTER NOTICE FROM NOVATECK, YOU SHALL BE DEEMED TO HAVE ABANDONED THE PRODUCT AND YOU HEREBY AUTHORIZE NOVATECK TO DISPOSE OF THE PRODUCT IN ACCORDANCE WITH APPLICABLE LAW, INCLUDING, BUT NOT LIMITED TO, AND AT NOVATECK'S SOLE OPTION, SELLING THE PRODUCT BY PUBLIC OR PRIVATE SALE. ALL WITHOUT LIABILITY OR ACCOUNTING TO YOU.
- C. IN THE EVENT NOVATECK HIRES AN ATTORNEY TO COLLECT ANY SUMS OWED BY YOU UNDER THIS AGREEMENT OR TO OTHERWISE ENFORCE ITS RIGHTS HEREUNDER, YOU AGREE TO PAY THE REASONABLE FEES OF SUCH ATTORNEY AND ANY OTHER REASONABLE COSTS AND EXPENSES INCURRED BY NOVATECK IN ENFORCING ITS RIGHTS UNDER THIS AGREEMENT.
- D. ANY SUM NOT PAID BY YOU WHEN DUE AND OWNING IS SUBJECT TO INTEREST AT A RATE EQUAL TO THE LESSER OF 1.5 PER MONTH OR THE MAXIMUM RATE ALLOWED BY LAW.

Work Authorization
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