

# element15, Inc. Client Contract and Guarantee

element15, Inc. does hereby agree to render services in the form of consultation, troubleshooting, repair, setup, installation, and training for computers, related peripherals, networks, and software to the undersigned, hereinafter referred to as Client. element15, Inc. is an independent agent and does not represent any other person, business, or entity. Client does hereby agree to the following payment terms and guarantee. This document represents the entirety of all agreements between Client and element15, Inc.

**Billing Terms** element15, Inc. charges include all services and consultations. Additional costs for parts, shipping, and other incidentals, including parking and telephone charges, will be charged directly to Client. All services are billed at a two-hour minimum and in quarter-hour increments per element15 consultant. The minimum time charge will be applied to all scheduled appointments, including cases wherein the client is unavailable without prior notification. There is no charge for travel time within the Saint Louis and Saint Charles metro area. Time for all travel outside the above area will be charged at the standard rate.

**Payment Terms** Payment for all services is due immediately upon completion. Payment will be made in the form of cash, check, or credit card. Client shall pay the full cost of any parts and related expenses, including parking, incidental charges, tax, and shipping. Client is directly responsible for payment to the provider of any parts and related expenses. If any legal action is required to enforce the obligations of Client, Client agrees to pay all expenses incurred by element15, Inc. including, but not limited to, attorney's fees and court costs.

**Hardware** All modifications and repairs are guaranteed for 90 days. If any system component repaired or modified by element15, Inc. fails during this period, element15, Inc. will replace or repair the component free of charge unless the failure is due to the negligence of client or the modification of the system by client or any agent other than element15, Inc. This includes any cables, devices, connections, and splices that are manufactured especially for use in this system.

**Software** All modifications to software are designed to meet Client's satisfaction at the time services are completed. element15, Inc. will not be liable for the loss of any data or any real or perceived loss of revenue due to loss of data or other system malfunction.

**Warranty** In the event of any damage, failure, or software conflict caused DIRECTLY by element15, Inc., the system and its components will be returned, free of charge, to the condition that they were in before said failure or conflict. In the event that any new software, hardware, or any peripheral devices (internal or external) are added to the system after element15, Inc. has completed work, this guarantee is void.

**Guarantee** *element15, Inc. will never have any financial interest in the sale of any material product to Client.* All recommendations are guaranteed free from any such consideration. Any incidental parts used in service to Client will always be used at Client's option. Charges for such items will be equal to element15, Inc. total cost and no more. *element15, Inc. guarantees all service and consultations will meet Client's approval. If Client is not satisfied for any reason, no charges for services will apply.* This guarantee does not apply to charges for incidental costs or materials delivered.

**LIMITATION OF LIABILITY** NEITHER ELEMENT15, INC. NOR ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR LOST REVENUE) SUSTAINED OR INCURRED IN CONNECTION WITH THE PERFORMANCE OR NONPERFORMANCE OF THE SERVICES HEREUNDER. IN NO EVENT WILL ELEMENT15, INC. BE LIABLE FOR ANY DAMAGES IN EXCESS OF THE TOTAL AMOUNT PAID BY CLIENT HEREUNDER.

## Client Contact Information

Name \_\_\_\_\_

Company \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Phone / Fax \_\_\_\_\_

Email \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_

## element15, Inc. Contact Information

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