

## Services Engagement

1. The Customer authorizes The Speaker Port (TSP) to take possession directly or through one of its partners, of the product(s) in question for the sole purpose of perform the services identified in Work Order documentation.
2. Services can also include other undocumented tasks that both the Customer and TSP have discussed and agreed upon.
3. Any other work that has not been implicitly documented or discussed by both parties is considered out of scope of this agreement and as a result, will not be performed.

## Service Performance

The Customer acknowledged that they:

1. Are the lawful owner (and authorizer of service) for the product(s) identified on the Work Order.
2. Have clearly and completely communicated the exact physical and functional condition of the product.
3. Have provided clear instructions of the work they want performed with their product(s)
4. Understand the benefits, limitations and consequences of repairing/restoring aged/vintage equipment.
5. Are responsible for the safe transportation/delivery to and from TSP's place of business or from one of its partner location at the cost of the Customer. This applies to any work performed, warranty or otherwise.
6. Agree to allow TSP to engage a 3<sup>rd</sup> party for the sole purpose of completing the work requested by the Customer. This includes allowing the 3<sup>rd</sup> party to take physical possession of the Customers product (in part or whole) if required for the duration of the repair.
7. Understand that any work performed by TSP on the Customers product may void warranty and/or service plan that still exists by the manufacturer and/or original reseller. In this case, TSP will not be responsible for any compensation or reimbursement as a result of the loss of such coverages.
8. Received a copy of the Service Work Order.
9. Are entitled to the return of any old/damaged/replaced parts. Exceptions to this would be parts under warranty or those that are required to be return to OEM or other 3<sup>rd</sup> party. Note: such a request must be made prior to the work being performed otherwise TSP will not be responsible for the disposal of old parts.
10. Will not hold TSP responsible for any physical or operations issue that the product was found to have during the initial evaluation. This includes anything that the Customer may or may not have known about (and subsequently not made TSP aware of or documented in the Work Order.) Any repair associated with such a situation is the sole responsibility of the Customer.

TSP acknowledges that:

1. We will test/evaluate all products provided to us for the purpose of repair estimates and/or for the determination of condition/feasibility/safety of repair.
2. Any product serviced/repaired/restored will be 'burn in' tested for 24 to 48 hours prior to delivery back to the Customer (when applicable).
3. Any condition or observation made about the product during the course of service will be documented and communicated back to the Customer. In the rare cases where such observations will obstruct TSP from performing the requested work, the Customer will be contacted immediately for direction on how to proceed.
4. Provide documentation back to the Customer in regards to the work performed and parts that were replaced/services where applicable.

## Cost Estimation

1. To the best of their ability, TSP will provide the Customer with a written estimate based on the work being requested as well as any additional findings or recommendations that were discovered during the initial evaluation.

2. The Customer will be billed a diagnostic/bench fee for the time associated with evaluating/quoting service work even if the Customer decides not to proceed with the repair. If they do choose to proceed, then this cost will be applied to the final bill.
3. A cost estimate as the name suggests, is meant to provide the Customer with a close approximation to the actual cost of repair, nothing more. During the course of a repair, it is possible that additional labor/parts may be necessary and as a result, the Customer acknowledges that they will be billed accordingly for the additional labor/parts over and above what was originally estimated.

### **Shipping**

If the Customer requests to have an item shipped to us for repair (and subsequently shipped back), then the Customer acknowledges that all costs associated with shipping to and from their location (including packing materials and carrier costs) will be the responsibility of the Customer. Customer is fully responsible for making sure the item is properly packed and shipped to us. TSP is not responsible for anything that happens to a Customer product in transit. For return shipments....

- a. No insurance will be included unless otherwise requested by the Customer, in which case, additional costs will apply. The same holds true for adult signature requirements.
- b. Will be shipped using a service that provided end-to-end tracking
- c. If necessary, TSP will not use original Customer packing if we feel it was not appropriate to properly protect the products in transit. As a result, TSP will obtain replacement materials and the cost associated with it will be the Customer's responsibility.
- d. Any outstanding service work costs, including shipping must be paid in full before the product will ship.

### **Compensation**

1. The Customer acknowledges that
  - a. TSP's standard labor rate for any repair/restoration service is billed at \$50 (US dollars) per hour
  - b. Costs of providing estimates (**bench fee's**) are billed based on size/complexity and are currently categorized as follows: **\$25 for small products, \$50 for large.** Determination of small or large is at the discretion of TSP. Note: additional evaluation costs may be applied for complex, out of the ordinary products.
  - c. They are fully responsible for the actual costs of any parts/materials required to complete the service request.
2. TSP reserves the right to quote large jobs at a flat rate.
3. Payment is due in full upon completion of the work request.
4. Acceptable forms of payment cash and PayPal. Other forms/methods of payment may be accepted at the discretion of TSP.
5. Customer acknowledges and agrees that the product(s) being provided to TSP will be considered collateral until fully compensated for the parts and services rendered. TSP reserves the right to withhold delivery of product(s) until payment has been received in full.

### **Non-Payment and Surrender/Abandonment of Products**

TSP understands that Customers may not be able to pick up their products the moment they are notified it is ready. Once the Customer has been notified their product(s) are ready for pickup, they have 30 days to pay for and retrieve their property. After 30 days, TSP may add an additional \$10 per week (storage fee) to the total amount due. After 90 days, the Customer agrees to relinquish all products (and rights associated with the products) to TSP and consider TSP the legal owner of the property that they have failed to take possession of. TSP, may choose (at its discretion and without notice) to resell, part out, or otherwise liquidate the product(s) in order to reclaim costs associated with their uncompensated labor and parts investment. The Customer agrees that they are not entitled to any profit/proceeds or payment associated with the liquidation. In addition, the Customer agrees to not hold or make any claim against TSP (or any individuals working for, or in partnership/association with.)

### **Confidentiality**

Confidential information refers to any data or information relating to a Customer that can be considered private or proprietary to the Customer that is not generally known to the public and where the disclosure of that information to any 3<sup>rd</sup> party could reasonably result in harm to the Customer. TSP will not disclose, divulge, reveal, report or use for any reason or purpose your confidential information which TSP has obtained except for what has been authorized by the

Customer or as required by law. This obligation to your confidential information will apply during the term of this Service agreement and continue beyond its termination indefinitely.

### **Limitations and Liabilities of Replacement Parts and Labor Services**

The repair/restoration of older/vintage equipment can result in certain limitations and complications that may not be known at time of Service Engagement. As a result, the Customer understand and agrees to the following:

1. TSP cannot be held responsible for any issue that is the result of poor manufacturer design or defect. The Original Equipment Manufacturer (OEM) exclusively retains that liability.
2. TSP will use new parts/components to perform any repair or service wherever possible. Due to age and availability of parts, used or refurbished parts may also be used.
3. Replacement parts will be exact or compatible to the original being used. As a result, specifications, operational efficiencies, performance, fidelity, etc. may no longer match original manufacture specifications.
4. TSP cannot be held responsible for any cost or consequence associated with working on brittle and/or aged components. As a result, the Customer releases TSP from any responsibility associated with damage that can occur. If such damage happens and it the result of natural age, part or product deterioration, the cost associated with any potential repair is the Customers.
5. Whenever reasonably possible, TSP allows the Customer to inspect and operate the repaired/restored product serviced to ensure that it is functioning correctly and to their satisfaction prior to the Customer taking possession of it. The Customer has the right to refuse demonstration of serviced product, however, once the product has been returned, TSP cannot be held liable for any issue reported back by the Customer that is outside any terms of warranty.

### **Acceptable Use**

The Customer assumes full responsibility to ensure they operate their product in a manner consistent with the OEM documentation and specification. Appropriate considerations for the age of the products, its capabilities and its operating environment must be made to ensure the products reliability and longevity. TSP is in no way responsibility for any loss, damage or injury to the Customer or any 3<sup>rd</sup> party that is the direct (or indirect) result of using any product sold or serviced by TSP in a manner for which it was not intended for.

### **Limited Warranty**

Unless otherwise specified, all serviced/restored products are accompanied by a 30 day Limited Warranty. The full terms and conditions of this warranty are documented separately and a copy will be provided to the Customer upon delivery of applicable products/services. A copy of both this Service Agreement and Warranty are available on our web site at: [www.thespeakerport.com/services.html](http://www.thespeakerport.com/services.html).