

# Hardware Repair Authorization and Waiver of Liability

## Capstan Networks, LLC

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**Capstan Networks, LLC**  
andrew@capstannetworks.com  
(630) 201-2499 mobile

Name:

Phone:

Email:

Service Requested: (be as specific as needed)

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I grant permission to Capstan Networks LLC to perform any action deemed necessary in an attempt to repair my computer. Furthermore, I release Capstan Networks LLC from any liability for any data loss which may occur, or component failures occurring during attempted repair, testing, or at any other time.

Capstan Networks LLC is not responsible for loss of profit or any direct, indirect, special, incidental, or consequential damage occurring during or after computer service. I also release Capstan Networks LLC from liability associated with any hardware or other media sent in connection with this waiver.

ALL CLAIMS FOR LIABILITY AND/OR LOSS INCLUDING WITHOUT LIMITATION ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES WHICH MAY OCCUR AS A RESULT OF ANY CAPSTAN NETWORKS LLC ACTION (OR INACTION) ARE HEREBY EXPRESSLY WAIVED.

### **Payment**

I understand that payment is due in full at the time of service and unless specified in writing on the work order, and that charges are binding whether service is successful or not. If the customer is unsatisfied with any of the repairs or service, the customer must notify Capstan Networks LLC before he/she picks up the computer. The client acknowledges that there is a \$30.00 fee for any returned business checks. If Capstan Networks LLC is asked to perform repair work on-site or remotely that there will be a separate charge. Please request fee schedule.

### **Estimated Completion Time**

Capstan Networks LLC will provide an estimated completion time for your repair/install. Please call before you come in to pick up your equipment or to schedule a drop off. Unforeseen

circumstances may have an impact on our ability to complete the repair(s) as provided in the estimate. I understand that most repairs take from between 1 to 5 days, sometimes longer. Longer if parts/software must be ordered, and or system was dropped and/or spillage occurred to computer prior to client bringing system to Capstan Networks LLC. I agree that Capstan Networks LLC will be held free and harmless for computers picked up or requested to be dropped off before completion by Capstan Networks LLC due to clients need for computer returned before completion of repair.

### **Hardware Replacement**

Any old parts/hardware will be returned to you when you pick up your computer. I understand that repair replacement parts may be new, used, and/or refurbished, unless otherwise specified.

### **Impact of Upgrades**

Please be advised that it is your responsibility to understand the impact of upgrades to the operating system, applications and utility software. Such upgrades can lead to incompatibilities and the possible loss of data. Computer hardware and software work together and incompatibility may not become apparent until a later date. You are responsible for contacting the manufacturer of your software and or hardware regarding compatibility issues before you request any upgrades.

### **Liability**

Any time a computer is accessed, there is risk of damage including, but not limited to, permanent loss of data or programs, and total loss of function of the computer. This risk is increased when the computer has been infected with viruses, worms, or other malicious software. Liability for damage to your computer is limited only to any damage which is determined to be caused by Capstan Networks LLC negligent acts or negligent omissions. Our liability for repairs is limited to the total price of the repairs. Be aware that certain repairs, including but not limited to virus and spyware removal, may damage software and/or data installed on your computer. This is to be expected and may require the re-installation of your operating system, programs, and data at an additional cost.

### **Loss of Data**

Data is the most important part of a computer system because it is often irreplaceable. Due to the process of repair, data may get damaged or at worst, deleted. Capstan Networks LLC is not responsible for the loss of any data which may occur while performing work on your computer.

You are responsible for backing up your own data. You may request that Capstan Networks LLC back up your data for you at the stated price; however, we do not guarantee any backup.

### **Data Recovery**

If data recovery service is requested, I understand that, even if the data is successfully recovered, there is a possibility that individual files and directories on the disk may still be inaccessible due to wear and tear of damaged, malfunctioning, and/or old media.

**Privacy**

Our Technicians will not browse through your hard drive looking at your data; however, they may inadvertently see data during the course of their work. Please remove any personal or private files you do not want others to see.

**Scope of Work**

Capstan Networks LLC will only perform the work agreed upon when you bring your computer in for repair. You must authorize, either in writing or via an authorized email address, any additional work which may be required.

**Ownership**

You must own or be an authorized agent thereof the computer that you bring in for repair(s). Capstan Networks LLC will return the computer only to its owner or authorized agent when the repair(s) are complete. You must own and demonstrate ownership of any software that is to be installed or re-installed on your computer by Capstan Networks LLC by bringing in the original Software CDs and the appropriate keys and/or serial numbers. Capstan Networks LLC is not responsible if client does not have original software CD/DVD ROMs, and client will be charged if software licenses are necessary.

**Right to Refuse**

In its sole discretion, Capstan Networks LLC reserves the right to refuse work that it believes is beyond the scope of its ability or for other good cause.

**Abandonment**

If you do not pick up your equipment within thirty (30) days after we notify you that the requested service is complete, we will treat your equipment as abandoned. You agree to hold Capstan Networks LLC harmless for any damage or claim for the abandoned property. Any and all charges are still your responsibility.

**Warranty**

Capstan Networks LLC makes no warranty or guarantee as to the success of its attempts. We will demonstrate that the repair is complete at the time you pick up or we drop off your computer.

Accepted by: \_\_\_\_\_  
Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_  
PO Number: \_\_\_\_\_

Accepted by: Capstan Networks LLC  
Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_