

SA & J ELECTRONICS INC.
TERMS AND CONDITIONS

GUARANTEE

Parts and labor provided by SA&J Electronics Inc. to repair your equipment are guaranteed for a period of ninety days from the date that the equipment is returned to the customer; either by customer pickup or via another method. This guarantee is strictly limited to the services requested and the problems stated on the initial work order and the parts and labor utilized in performing those repairs as listed on the final invoice. This guarantee is only valid if the amount due for repairs has been paid within the specified payment terms, as stated on the invoice. If the same failure reappears within the guarantee period, our sole responsibility shall be to complete the repair of the original defect; if additional parts (in addition to those replaced in the original repair) are required, the customer will be charged and agrees to pay for those additional parts and only the labor will be provided at no additional charge under the guarantee. This limited guarantee does not extend to other portions of the equipment which were not serviced, nor does it apply to other defects that may occur during the guarantee period that are not part of the original problem. Other limitations of this guarantee include, but are not limited to, general cleaning and checkout of equipment. The customer has no other rights as part of this limited guarantee. Regardless of the cause of any equipment failure occurring within our guarantee period, the customer will not be reimbursed for, and agrees not to hold SA&J Electronics Inc. responsible for: an election on the customers part to have additional parts and/or service provided by another repair facility; any personal or professional losses resulting from damage to related equipment (including tape or other media) regardless of their monetary and/or personal value; other damages or consequences resulting from a loss of income, a loss of business, or a loss of life. If the return of the repaired equipment is necessary, our guarantee period will not restart; the guarantee period from the original repair shall be the only one in effect. However, our guarantee period will be extended for the period of time the returned equipment is in our possession. Shipping costs are not covered as part of our repair guarantee, even if the customer paid similar shipping costs as part of the initial repair. All shipping or other transportation costs required to transport the equipment to and from the service facility for additional repairs under our guarantee are the responsibility of the customer. This guarantee is void if anyone other than SA&J Electronics Inc. enters into the unit after it has been repaired.

MANUFACTURER'S WARRANTY AND SERVICE CONTRACTS

Many manufacturers and service contract companies, hereby referred to as the 'third party', do not pay the service facility for conditions, which are not actual manufacturing defects. This may include: clogged heads, dirty tape path, operator error, equipment abuse, jammed tapes, normal wear and tear or reported troubles that cannot be duplicated. The customer is subject to, and agrees to pay, a fee for testing the unit if the problem cannot be duplicated or any other condition that the third party does not pay for, even if it occurred within the third party's specified warranty/contract period. If for any reason (including bankruptcy of the company to whom the invoice is submitted) the third party decides not to pay SA&J Electronics Inc. for the repairs made on your equipment, even though they originally agreed verbally or in writing to do so, the customer will be invoiced, and agrees to promptly pay the amount due on the invoice. No work will be initiated on any equipment in which the customer claims any kind of warranty on, until proper proof of purchase is presented. All requests for warranty service must be presented at the time the unit is received by SA&J Electronics Inc. Any requests made after the initial receipt of the equipment by SA&J Electronics Inc. will not be honored.

CABINET CONDITION

SA&J Electronics Inc. takes every precaution to protect the condition of the equipment's cabinet. The customer agrees not to hold SA&J Electronics Inc. responsible for any scratches, nicks, dents, etc. unless the customer specifically requests, when equipment is initially received by SA&J Electronics Inc., that the cabinet condition be notated on the work order.

TURN AROUND TIME

SA&J Electronics Inc. makes every effort to quote an accurate turn around time. However, this time varies for a number of reasons: previously received equipment in for repair, priority service requests, back ordered parts, intermittent failures, etc. The customer agrees not to hold SA&J Electronics Inc. liable for damages, loss of income, loss of business, loss of life or any other consequences resulting from repairs not completed within a reasonable period of time due to these and other factors beyond the control of SA&J Electronics Inc.

ESTIMATES AND PRICE QUOTATIONS

An estimate will be provided if the repair costs will exceed the pre-authorized amount stated on the work order. If at anytime during the repair process the customer decides not to have the equipment repaired, the customer will be charged and agrees to pay an evaluation/diagnostic fee of two hours at the appropriate, currently posted rates. It is impossible to always estimate the extent of, or the precise cost of the required repairs on an initial evaluation estimate; therefore it may be necessary to revise previous estimates during the repair process if other problems are discovered. If it is expected that the final cost of repair will exceed the most recent estimate by more than ten percent, a revised estimate will be submitted to the customer for approval.

INSURANCE

The customer is hereby notified that equipment sent to SA&J Electronics Inc. for repair, evaluation or any other reason, is not insured or protected to the amount of the actual cash value thereof, or otherwise insured, against loss occasioned by theft, fire, vandalism, water damage, earthquake, tornado, flood or other natural causes while the property is in the possession of SA&J Electronics Inc. The customer is further notified that said property is not insured or protected to the amount of cash value thereof, or otherwise insured, against loss or damage resulting from any cause while in transit to or from the facility of SA&J Electronics Inc., whether transported by a SA&J Electronics Inc. operated vehicle, or another carrier, unless specific arrangements have been previously made in writing between the customer and SA&J Electronics Inc., and paid for separately by the customer.

SHIPMENT

Shipments from SA&J Electronics Inc. can be made through UPS. Although SA&J Electronics Inc. will comply with special carrier requests whenever practical, SA&J Electronics Inc. reserves the right to make the final selection for all shipments. Shipping and Insurance costs will be prepaid by SA&J Electronics Inc. and the charge added to the invoice. Special conditions will apply to shipments outside the USA. Any discrepancy between items on the packing slip/invoice and the goods received in a shipment must be reported to SA&J Electronics Inc. within two business days of receipt. SA&J Electronics Inc. is not responsible for any loss or damage resulting from any cause while in transit to or from the facility of SA&J Electronics Inc., furthermore the customer will not be reimbursed for, and agrees not to hold SA&J Electronics Inc. responsible for any personal or professional losses, or other damages or consequences resulting from a loss of income, a loss of business, or a loss of life. Any claim of damage or loss is between the customer and the transportation carrier. SA&J Electronics Inc. will assist the customer in the presentation of any necessary claims. Loss or damage in transit shall not, however, relieve the customer of their obligation to pay SA&J Electronics the full amount due according to the terms shown on the invoice. Shipping costs are not covered as part of our guarantee, even if the customer paid similar shipping costs as part of the initial repair or order. All shipping or other transportation costs required to transport the goods to and from the facility of SA&J Electronics Inc. for additional repairs under our guarantee are the responsibility of the customer.

PAYMENT

The Customer agrees to pay all costs of transportation, insurance, taxes (including without limitation any sales, use or similar tax and any tax levied on or assessed to SA&J Electronics Inc. after the ordered products are delivered to customer), license fees, custom duties and other charges related thereto and to the extent these are paid by SA&J Electronics Inc. they shall be invoiced to the customer and become part of the total due. The customer is responsible for, and agrees to pay, all legal fees and costs incurred for collection services required to receive payment from the customer. The customer agrees to promptly pay all interest and late fees assessed against an invoice not paid according to the payment terms stated on the invoice.

MISCELLANEOUS

1) Any time equipment is hooked up to a service bench it is subject to our posted minimum charge. The customer is subject to, and agrees to pay for, an evaluation/diagnostic fee, if at any time the customer decides not to have the equipment repaired. 2) The customer agrees to pay daily storage fees, interest charges and late charges for equipment not returned to the customer within thirty days of completion or estimate refusal. 3) Failure on the customers part to pay for and arrange the return of their equipment will result in the sale of the equipment by SA&J Electronics Inc. to recover diagnostic, repair, storage, interest and late charges. The customer agrees to allow SA&J Electronics Inc. to dispose of or sell the equipment to recover these costs if arrangements have not been made to have the equipment returned within thirty days after either verbal, electronic or written notification of completion has been issued by SA&J Electronics Inc. The customer further agrees to promptly pay for any difference between the amount due on the invoice and the amount collected from the sale of the equipment. The customer also agrees that all monies collected from the sale of equipment shall be that of SA&J Electronics Inc. The customer agrees not to hold SA&J Electronics Inc. responsible for any consequences, damages or personal or professional losses resulting from the sale or disposal of the equipment. 4) SA&J Electronics Inc. reserves the right to require a non-refundable deposit/prepayment towards repair. 5) SA&J Electronics Inc. reserves the right to refuse to release any equipment left in the custody of SA&J Electronics Inc. to any person not in possession of a proper claim check. 6) The customer agrees not to hold SA&J Electronics Inc. responsible for releasing equipment to any person in possession of a proper claim check. 7) All over the counter and special order item sales are final. There is no warranty on items we sell unless the customer pays the labor fee for the installation and testing of these components. No returns, exchanges or refunds will be made for any over the counter sales or special ordered items. At the discretion of SA&J Electronics Inc., select items may be returned subject to a minimum 20% restocking fee. 8) The customer accepts all responsibility for selecting and ordering the correct part. 9) SA&J Electronics Inc. reserves the right to refuse service to anyone without cause or explanation. 10) These terms and conditions are subject to change without notice. 11) The above terms and conditions are effective from December 6, 2001 and supercede all prior terms and conditions previously published by SA&J Electronics Inc. and are by this reference incorporated into every work order, estimate, invoice and contract between SA&J Electronics Inc. and its customers.