

Best Equipment Repair Service

Terms and Conditions

1. It is agreed that Best Equipment Repair Service is not responsible for the following:
 - a. Damage caused to the customer's property as a result of obtaining access to internal components.
 - b. Any additional work beyond that specific mentioned in this estimate and proposal including, but not limited to, any additional work revealed to be necessary as a result of performing the specific work.
 - c. Any repairs, installation, removal or replacement of non-electric items or activities including but not limited to: concrete, paving, asphalt, slabs, sidewalks, driveways, patios, pools, shrubbery, grass lawns, fences, plumbing and fixtures, painting, decorations, plastering, sheetrock and other wall coverings, glass, carpentry, millwork, cabinets, floors, carpeting, floor surfaces and preparation, roofing, flashing, sheet metal gutters, downspouts, brick, stonework, extension walls, steel and other framework.
 - d. Food/product loss and or loss of business revenue due to inoperable piece of equipment being or previously serviced.
2. Customer accepts full responsibility for the prompt payment of all costs of this agreement even though customer may intend to obtain reimbursement from others such as landlords, tenants, insurance companies and tortfeasors.
3. This proposal and said specifications shall not be altered or modified except by written agreement between the parties hereto and verbal understandings and agreements with representatives shall not be binding unless set forth herein.
4. Best Equipment Repair Service warrants, to the extent stated herein, appliance service or repair furnished by it. The stated period of warranty commences upon installation, service or repair of the appliance.
 - a. 30 Day Labor Warranty
 - i. The labor time is warranted based on the original labor used to complete repair. Any additional labor required to fix appliance is not covered and needs to be paid.
 - b. 90 Day Parts Warranty
 - i. Shipping, handling, and restocking fees are not covered.
5. Customer understands that Best Equipment Repair Service's liability under this warranty is limited to repair, replacement, or refund of purchaser's money, and does not extend to property damage resulting from overload or misuse of the appliance which fails during the agreed upon warranty period. Cleaning and or temporary adjustments of any kind to an appliance or equipment such as drain cleaning and or adjustments, filter cleaning, glass cleaning, gasket cleaning and or adjustments, appliance cleaning, temperature adjustments, door and door handle adjustments, and etc.: will not be honored by this warranty.
6. Manufacturer's Warranty Provisions
 - a. If manufacturer rejects service warranty claim or opts appliance as not covered by warranty, customer accepts full responsibility for the prompt payment of all costs of this agreement even though customer may intend to obtain reimbursement from others such as landlords, tenants, insurance companies and tortfeasors.
 - b. All repairs are conducted in accordance with manufacturer specifications, please consult manufacturer for underlying warranty terms and conditions of an appliance. Best Equipment Repair Service is a third-party service provider and does not provide warranty on services performed.

7. All returned checks are a minimum \$50 charge in addition to the amount written.
8. Client's balance must be paid within terms of the contract either on delivery of service or within 10 days after completion if previously approved by office. A 3% service fee will be applied to balances collected by credit card or accounts that are invoiced. The parties agree that it is difficult to estimate the actual damages that Best Equipment Repair Service will incur as a result of CLIENT's failure to pay the amount due per contract. CLIENT therefore agrees that they will pay 15% compounding monthly interest on any unpaid balance as liquidated damages fees. In addition, If Client fails to fulfill any term of this agreement, including defaulting on any payment due, Best Equipment Repair Service shall be entitled to all collection, legal & enforcement costs arising out of this Agreement, including, all court costs, filing fees, attorney's fees and any other costs incurred by Best Equipment Repair Service in attempting to collect or enforce its rights under this Agreement.
9. Customer must notify office of any cancellation at least 24 hours in advance of appointment to avoid additional fees.
10. Any dispute arising out of this contract shall be heard in Los Angeles County, construed according to California law.
11. By accepting the scheduled appointment, the Client is affirming that they have the authority to authorize this repair and service and they agree to be responsible for the costs associated with this agreement and the services provided. The Client expressly agrees to indemnify and hold Best Equipment Repair Service harmless for any actions pursuant to or arising out of this agreement, and as to any loss or damage to any property on the premises, in the impacted area or otherwise. Best Equipment Repair Service is further not responsible for any damage caused by the negligence or actions of the Client. Client agrees to remove from the service area any item, document, data or other property of value.

12. CANCELLATION POLICY

- a. Customer must notify office of any cancellation at least 24 hours in advance of appointment to avoid additional fees.
- b. 15% restocking fee will be charged to return ordered parts upon canceling service request.
- c. Our minimum fee (\$199) is applicable under the following circumstances:
 - i. If our technicians arrive at the job site and cannot complete the work due to inaccurate information provided by the customer at the time of booking.
 - ii. If our technicians are turned away for any reason initiated by the customer.

13. California Residents Only Notice to Owner

- a. "Under the California Mechanics' Lien Law, any contractor, subcontractor, laborer, supplier, or other person or entity who helps to improve your property, but is not paid for his or her work or supplies, has a right to place a lien on your home, land, or property where the work was performed and to sue you in court to obtain payment.
- b. This means that after a court hearing, your home, land, and property could be sold by a court officer and the proceeds of the sale used to satisfy what you owe. This can happen even if you have paid your contractor in full if the contractor's subcontractors, laborers, or suppliers remain unpaid.