



Service Work Order

For Sales and Service Information Call 1-877-888-8894

CUSTOMER NAME	COMPANY	PHONE NUMBER	ESTIMATED COMPLETION DATE
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ADDRESS	CITY	STATE	ZIP CODE	DATE REQUESTED
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MODEL #	DESCRIPTION	SERIAL NUMBER	DATE PURCHASED
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TECHNICIAN: D. Costanzo	EMAIL:	DATE COMPLETED
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NATURE OF FAILURE OR WORK TO BE PERFORMED

DESCRIPTION OF WORK PERFORMED

ITEM #	DESCRIPTION	QTY	PRICE
OSTS	Trip Charge (Massachusetts and Rhode Island)		
OSTS	Hourly Labor Rate		
PART			
TAX	MA Sales Tax (6.25%)		

TOTAL \$

Limitation of Liability

1) Customer ("you") assume all risk of loss of data from any and all causes or in any way related to or resulting from the sales, repair or services of products by ABS Technologies. You release ABS Technologies from any claim or liability related to any loss of data for any reason whatsoever, including due to any negligence of ABS Technologies. You agree that you are fully responsible for backing up all existing data before repairing or servicing hardware, and ABS Technologies will have no liability for any reason whatsoever if you do not do so.

2) ABS Technologies only repairs out-of-warranty desktop computers. Be sure you understand the terms & conditions of any warranties on your product(s) and the limitations of those warranties.

Notice to Consumer: Please read important information on back. Your signature below indicates that you have read and understand the Limitations of liability and the other terms in the Agreement, and accept and agree to be bound by all of them.

CUSTOMER SIGNATURE: _____ DATE: _____

The following are the terms and conditions pursuant to which ABS Technologies shall provide Customer with computer services.

I. Services

1.1 Customer retains ABS Technologies to perform, or cause to be performed, services for Customer as described on the reverse side of this agreement ("Services"). ABS Technologies may decline to perform any services requested by Customer that are in violation of any applicable law or other obligation or that are not typically associated with the Services.

II. Customer's Obligations

2.1 Customer agrees to pay ABS Technologies the fee specified on the reverse side of this agreement. Customer agrees that if the scope of services change, ABS Technologies may adjust its charges accordingly. Payment is due at the time of service and upon execution of this agreement by Customer. In the event any sum of money owed by Customer under this agreement is not paid when due, ABS Technologies may charge interest on the past due amount at the rate equal to the lesser of 1½ % per month of the past due amount or highest rate allowed by law.

2.2 Customer shall allow ABS Technologies personnel access to all equipment and shall notify ABS Technologies of any potential safety or health hazards that may exist at Customer's premises and any recommended safety procedures to be followed while at Customer's premises.

2.3 CUSTOMER SHALL BE SOLELY RESPONSIBLE FOR ANY DATA OR INFORMATION STORED IN, OR ON, ANY EQUIPMENT AND SHALL BE SOLELY RESPONSIBLE FOR MAKING "BACK-UP" OR SECURITY COPIES OF SUCH DATA OR INFORMATION.

2.4 Customer is responsible for all preventative maintenance and all equipment related Customer replaceable, expendable or, consumable parts.

III. Terms and Termination

3.1 The term of this agreement will extend from the date specified on the front of this agreement to the completion of the service requested, unless terminated as provided herein. ABS Technologies shall have the right to terminate this agreement, with or without cause, upon notice to the Customer. In the event ABS Technologies terminates this agreement pursuant to this paragraph, a pro-rata refund, less fees and expenses incurred or accrued through the effective date of termination, will be paid to Customer. ABS Technologies shall not be in default of any provision hereof or be liable for any delay, failure in performance, or interruption of service resulting from any cause beyond ABS Technologies control.

IV. Limitation and Warranty

4.1 With respect to any equipment under manufacturer's warranty, ABS Technologies will not perform repair services to said equipment. Customer is responsible for directly contacting the manufacturer on all manufacturer warranty repairs and arrangements for repairs.

4.2 Unless otherwise stated, all materials, supplies, parts and other products supplied under this agreement are provided on an "AS IS" basis. ABS TECHNOLOGIES DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO ANY SERVICES, PARTS, COMPONENTS OR PRODUCTS DELIVERED OR RENDERED HEREUNDER.

4.3 LIMITATION OF LIABILITY – ABS Technologies entire liability, and Your exclusive remedy, for damages from any cause whatsoever, whether caused by any act, omission or negligence of ABS Technologies, or any employee, representative, agent or contractor of ABS Technologies, and regardless of the form of action, shall be limited to amounts actually paid by You for services hereunder. The foregoing limit does not apply to damages to tangible personal property or bodily injury legally caused by ABS Technologies. In no event will ABS Technologies be liable for damages caused by your acts, omissions or negligence, or for special, incidental, indirect, punitive or consequential damages, lost profits, loss of use of Equipment, loss of stored memory or data, cost of substitute equipment or other incidental or related costs even if ABS Technologies has been advised of possibility of such damages or costs, or for any claim against you by any third party. The foregoing limitation shall apply notwithstanding any failure of essential purpose of any limited remedy provided herein.

V. Abandoned Equipment

5.1 ABS Technologies may dispose of or destroy Customer equipment left thirty (30) days after ABS Technologies gives notice of completion or abandonment to Customer. Notice may be given by telephone, e-mail, facsimile, courier, or U.S. Postal Mail to Customer.

VI. Entire Agreement

6.1 This agreement, including attachment(s) hereto, constitutes the entire agreement of the parties regarding the subject matter hereof, and supersedes all prior agreements and understandings, both written and oral, among the parties, or any of them, with respect to the subject matter hereof.

6.2 This agreement, may not be added to, modified, superseded or otherwise altered except by a written instrument signed by an authorized representative or officer of each party. ABS Technologies representatives (including management personal, employees, and agents) have no authority to waive or amend this agreement, or any part of it, and no authority to make promises, representations, or agreements that impose duties or obligations on ABS Technologies unless in writing.

6.3 If any provision of this agreement is held to be illegal, invalid or unenforceable, such provision will be fully severable and this agreement will be constructed and enforced as if such illegal, invalid or unenforceable provision had never comprised a part hereof: and the remaining provisions hereof will remain in full force and effect and will not be affected by the illegal, invalid or unenforceable provision or by its severance.

6.4 This agreement shall be governed by the laws (but not the rules governing conflict of law) of the state of Massachusetts.

6.5 If ABS Technologies is providing services under a service plan you purchased, the terms and conditions of the service plan govern this service in the event of a conflict between these terms and conditions and the terms and conditions in the service plan.