

# **Simplistic I.T. Solutions, LLC Terms and Conditions Statement**

## **Limited Warranty**

Simplistic I.T. Solutions, LLC warrants its desktop and notebook computer systems to be free of defects in material and/or workmanship for two (2) years and one (1) year respectively or as specified on the sales invoice, from the date of original purchase. Software, documentation, printers, other peripheral devices, special order items and other component warranties may vary. This warranty is extended only to the original purchaser. In the event of a defect during the warranty period, Simplistic I.T. Solutions, LLC will repair or replace its defective computer hardware product with new or, at its discretion, a serviceable used product that is equivalent to or better than the original component or peripheral. Replacement parts are warranted for the remainder of the original warranty period or thirty (30) days from the date of repair, whichever is longer. If repair or replacement is not possible, a prorated refund limited to the purchase price minus any applicable labor and restocking fees is at Simplistic PC, Inc's. Option. All replaced parts and products become the property of Simplistic I.T. Solutions, LLC

Warranty service can be obtained during the warranty by shipping freight prepared in either the original package or similar packaging affording equal protection or by delivering the product to Simplistic I.T. Solutions, LLC. If shipped, you must first obtain an RMA number from the original place of purchase. The shipment must be insured for the value or the customer accepts the risk of loss or damage during shipment. A copy of the original sales invoice or proof of date of original purchase will be required before warranty performance is rendered. Simplistic I.T. Solutions, LLC will perform any required service and return the product to the user, freight prepaid, if applicable, via the same mode as shipped to Simplistic I.T. Solutions, LLC

This warranty only covers failures due to defects in material and/or workmanship that occur during normal use. It does not cover failure that results from accident, misuse, abuse, neglect, mishandling, misapplication, alteration, faulty installation, modification, computer virus, service rendered by anyone other than Simplistic I.T. Solutions, LLC, incompatibility with products not supplied by Simplistic I.T. Solutions, LLC or damage that is attributable to acts of God or nature.

**NOTE: Customer property left in the possession of Simplistic I.T. Solutions, LLC more than 30 days of completion and invoicing of work, will become the property of Simplistic I.T. Solutions, LLC if unclaimed and / or unpaid. Said property will be sold for recovery of fees.**

## **Money Back Guarantee**

Simplistic I.T. Solutions, LLC views its warranty as a method of assuring our customers of quality and avoiding misunderstandings. We want you to be satisfied with your purchase. In the event that you are dissatisfied, the product may be returned to the original place of purchase within seven (7) days from the purchase date for a refund without incurring a restocking fee or it after seven (7) days, but within thirty (30) days from the purchase date for a refund less a 20% restocking fee. In either case, the refund will also be limited to the purchase price less any applicable labor, fees for conversion or data transfer services, including all sales taxes, if paid in full by that time. No refunds will be made for any shipping, handling or insurance fees. Notebook computers, software, printers, other peripheral devices, special order items and other parts return policies may vary and are posted in stores or appear on the customer invoice. No returns or exchanges for items marked "AS IS" or "CLEARANCE ITEM." Customer must repay shipping charges and insure the shipment or accept the risk of loss or damage during shipment. All returned items become the property of Simplistic I.T. Solutions, LLC upon receipt and exchange or refund.

Returned merchandise must be in like new condition and must be accompanied by the original sales invoice. For a full refund, all warranties, certificates of authenticity, manuals, drivers, diskettes, CDs and all other included accessories and documentation must be returned unaltered with the original item. Monitors and special order items must be returned in the original box with all original packaging. Defective software may only be exchanged for same item. All other opened software may not be returned unless accompanied by a system being returned. Refunds will be made by the same method as used to purchase, except for cash. Refunds for cash and check purchases will be paid by check and will be mailed from Simplistic I.T. Solutions, LLC corporate office within fourteen (14) days of the return of the product. Fees paid for labor, or consulting time are NOT refundable.

## **Limitation of Liability**

In no event will Simplistic I.T. Solutions, LLC be liable for any direct, indirect, incidental or consequential damages, including, but not limited to lost profits, lost revenue, expenses, fees, purchaser's or a third party's time, lost storage data, or other costs incurred by customers as a result of defective or incompatible products arising out of the use of or inability to use our product. Simplistic I.T. Solutions, LLC is not responsible for loss of programs or data on storage devices or for damage to removable storage media. These limitations apply to any service authorized by you or a third party and performed by a Simplistic I.T. Solutions, LLC representative on any equipment not produced or sold or currently warranted by Simplistic I.T. Solutions, LLC. These limitations of liability remain effective even if any authorized representative of Simplistic I.T. Solutions, LLC has been advised by you or a third party of the potentiality of any such damages. Waiver of these limitations are not permitted by anyone.

## **DISCLAIMER OF WARRANTIES**

THE WARRANTY STATED HEREIN IS THE ONLY WARRANTY APPLICABLE TO SIMPLISTIC I.T. SOLUTIONS, LLC PRODUCTS OR SERVICES. ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY DISCLAIMED. NO ORAL OR WRITTEN STATEMENTS OFFERED BY SIMPLISTIC I.T. SOLUTIONS, LLC EMPLOYEES OR REPRESENTATIVES SHALL CONSTITUTE WARRANTIES OR IN ANY WAY INCREASE THE EXTENT OF THIS WARRANTY.

Some states do not allow the exclusion or limitation of incidental or consequential damages, or limitation on how long an implied warranty lasts, so the above exclusion or limitations may not apply to you. The warranty gives you specific legal rights and you may also have other rights, which vary from state to state. If you encounter any difficulty with any of the above, please contact the original place of purchase. If the problem is not handled to your satisfaction, please contact the Owner of Simplistic I.T. Solutions, LLC by mail or e-mail at Simplistic I.T. Solutions, 1925 E. Beltline Rd. Suite 213 Carrollton TX, 75006 or [support@simplisticit.com](mailto:support@simplisticit.com) respectively.