

TICKET / BUILD ORDER # (OFFICE USE) CUSTOMER NAME * DATE *

CUSTOMER ADDRESS PHONE NUMBER * EMAIL ADDRESS

This Agreement is entered into between **FixedIt PC** ("Service Provider"), a sole proprietorship owned and operated personally by **Sascha Benders**, located in Palm Coast, Florida, and the customer identified above ("Customer"). For purposes of this Agreement, all references to "FixedIt PC" and "Service Provider" refer to both the business and its owner Sascha Benders individually and collectively. By signing this document, Customer agrees to all terms set forth below and acknowledges that they are entering into a binding agreement with Sascha Benders, doing business as FixedIt PC.

1. SERVICES & SCOPE OF WORK

Service Provider will perform the services described on the accompanying Customer Intake Form. Any additional work discovered during service will be communicated to Customer before proceeding. No additional charges will be incurred without Customer's explicit approval.

Estimated completion dates, where provided, are good-faith estimates only and are **not guaranteed**. Delays caused by parts availability, shipping, or unforeseen technical issues do not constitute a breach of this agreement.

CUSTOMER INITIALS – SCOPE OF WORK

2. PAYMENT TERMS

Standard Repairs (Drop-Off or On-Site): Payment is due in full upon completion of service and before the device is returned to Customer. Accepted payment methods: Cash, Check, Apple Pay, and Credit/Debit Card via Stripe.

Diagnostic Fee — Computer & Laptop Repairs: A \$60 diagnostic fee is charged upfront for any computer or laptop repair, whether the device is dropped off or assessed at the Customer's location. This fee is credited in full toward the cost of repair if Customer proceeds with service. If Customer declines to proceed after diagnosis, the \$60 diagnostic fee is retained as payment for the technician's time and assessment.

In-Home Services:

For all in-home visits — whether for network setup, WiFi troubleshooting, router/modem configuration, device connection, computer or laptop repair, or any other on-site service — FixedIt PC charges a flat **\$75/hr labor rate**, billed in 30-minute increments. There is no separate service call or visit fee.

Diagnostic credit does not apply to in-home visits. The \$60 diagnostic fee and its associated credit toward repair apply to drop-off services only. For in-home visits, the hourly rate covers both the assessment and any work performed — no separate diagnostic fee is charged, and no credit applies.

Custom PC Builds — Special Payment Terms:

100% of the estimated parts cost is required upfront before any parts are ordered. This payment is fully refundable within 7 days of the initial signed agreement. Once parts have been ordered, the parts cost becomes **non-refundable**. Labor charges are billed separately upon completion of the build.

CUSTOMER INITIALS – PAYMENT TERMS

3. DEVICE REMOVAL FROM CUSTOMER PREMISES

In some cases, a repair or diagnosis that begins at the Customer's location may require the device to be taken to the technician's workspace for further service. This occurs at the technician's sole discretion based on the complexity of the issue, the tools or parts required, or the time needed to complete the work properly.

By signing this agreement, Customer expressly authorizes FixedIt PC to take temporary possession of the device listed on the accompanying Intake Form for the purpose of completing the requested service. This authorization is voluntary and constitutes Customer's consent to the removal. The device will be returned to Customer upon completion of service and receipt of payment.

FixedIt PC will document the device's condition at the time of removal and provide Customer with a copy of the Intake Form as a receipt. The device will not be used for any purpose other than the agreed service.

CUSTOMER INITIALS – DEVICE REMOVAL AUTHORIZATION

4. DATA & PRIVACY

Depending on the nature of the service requested, Service Provider may need to access the Customer's files, folders, or system data in order to perform the work. Customer consents to this access for the sole purpose of completing the requested service.

FixedIt PC will never store, copy, transmit, or retain Customer data beyond job completion. Any backup drive used during service is completely wiped after each job. Customer data never leaves the scope of the service engagement.

Customer is strongly advised to back up all important data before service begins. FixedIt PC is not responsible for data loss that occurs during or as a result of service.

CUSTOMER INITIALS – DATA & PRIVACY

5. PRE-EXISTING CONDITIONS & SERVICE RISKS

FixedIt PC's liability is limited to the cost of the service performed. Service Provider is not responsible for:

- Pre-existing hardware failures, defects, or conditions present before service
- Hardware in a deteriorated or failing state that does not survive the repair process
- Data loss resulting from hardware failure, software corruption, or pre-existing conditions
- Software issues unrelated to the requested service
- Damage caused by third-party software, viruses, or malware reintroduced after service

Important: Customer acknowledges that hardware in a deteriorated or failing state (e.g., failing hard drives, cracked solder joints, swollen batteries) may not survive the repair process. FixedIt PC will notify Customer of any such risks discovered during service before proceeding, but cannot guarantee outcomes on compromised hardware.

CUSTOMER INITIALS – PRE-EXISTING CONDITIONS & SERVICE RISKS

6. PARTS, OLD EQUIPMENT & DRIVE DESTRUCTION

Hard drives, SSDs, and storage media removed during service are always returned to Customer unless Customer specifically requests destruction.

Drive Destruction: If Customer requests drive destruction, Service Provider will physically destroy the media (spinning drives are drilled; SSDs are destroyed by torch). This ensures data is permanently unrecoverable. A \$25 fee applies, waived when bundled with another service.

Other components (RAM, GPU, motherboard, etc.) are only returned if Customer specifically requests them at intake. Unclaimed parts may be donated to community programs that build computers for individuals who cannot afford them.

CUSTOMER INITIALS – PARTS & OLD EQUIPMENT

7. UNCLAIMED / ABANDONED DEVICES & AUTHORIZATION EXPIRY

Customer will be notified when their device is ready for pickup via phone or email. If a device remains unclaimed for **30 days** after notification of job completion, the device will be considered abandoned. FixedIt PC reserves the right to dispose of, repurpose, or donate abandoned devices after this period. FixedIt PC is not liable for any loss associated with abandoned devices.

48-Hour Repair Authorization Policy: After a diagnosis is completed, FixedIt PC will provide the customer with a Repair Estimate. Customer has **48 hours** from the date of that estimate to authorize or decline the repair. If no authorization is received within 48 hours, the work order will be automatically considered declined. The \$60 diagnostic fee will be retained as payment for the diagnosis. If FixedIt PC is already in possession of the customer's device at the time of expiry, the device will be made available for pickup and the 30-day abandonment clock described above will begin immediately.

CUSTOMER INITIALS – ABANDONED DEVICES & 48-HOUR AUTHORIZATION POLICY

8. DISCOVERY OF ILLEGAL CONTENT

FixedIt PC reserves the right to report any discovered illegal content — including but not limited to child exploitation material, evidence of criminal activity, or any other content prohibited by law — to the appropriate law enforcement authorities. By agreeing to this contract, Customer acknowledges this policy. FixedIt PC shall not be liable for any consequences resulting from such reporting.

CUSTOMER INITIALS – ILLEGAL CONTENT POLICY

9. GOVERNING LAW & DISPUTE RESOLUTION

This Agreement shall be governed by the laws of the State of Florida. In the event of a dispute, both parties agree to follow the Pre-Litigation Remediation process outlined in Section 35 of this Agreement before pursuing any legal action. All legal proceedings, if necessary, shall be brought exclusively in the courts of Flagler County, Florida.

10. NO GUARANTEE OF REPAIR OUTCOME

FixedIt PC agrees to apply professional skill, experience, and reasonable effort to diagnose and repair the Customer's device. However, FixedIt PC does not guarantee a successful repair outcome. Some devices, due to age, pre-existing damage, hardware failure, or other factors beyond the technician's control, may not be repairable. In such cases, the diagnostic fee applies and no further charges will be incurred unless additional work is authorized by the Customer.

CUSTOMER INITIALS – NO GUARANTEE OF REPAIR OUTCOME

11. RIGHT TO REFUSE SERVICE

FixedIt PC reserves the right to refuse, decline, or discontinue service to any customer at any time, for any reason, at the sole discretion of FixedIt PC. If service is refused **before any diagnostic work has been performed**, the diagnostic fee will be refunded in full. If service is refused **after diagnosis has been completed**, the diagnostic fee is retained as payment for the technician's time and assessment. If service is discontinued after repair work has begun, Customer will be charged only for work completed to that point.

12. INDEMNIFICATION

Customer agrees to indemnify and hold harmless FixedIt PC, its owner Sascha Benders, and any associated technicians from any claims, damages, losses, or expenses — including reasonable legal fees — arising from: (a) false or inaccurate information provided by the Customer; (b) Customer's request to install third-party software, hardware, or components that cause damage, data loss, or legal issues; (c) any pre-existing conditions on the device not disclosed by the Customer at intake.

CUSTOMER INITIALS – INDEMNIFICATION

13. PHOTOGRAPHY & DOCUMENTATION

FixedIt PC reserves the right to photograph or otherwise document the condition of the Customer's device at intake, during service, and at completion for internal record-keeping purposes. These photographs are used solely to document the device's condition and protect both parties in the event of a dispute. Photos will not be shared publicly or used for any purpose other than documentation without the Customer's explicit written consent.

14. COMMUNICATION CONSENT

Service Communications: By entering into this agreement, Customer consents to being contacted by FixedIt PC via phone, text message, and email for all communications related to their service or repair. This includes status updates, estimates, completion notices, and any other service-related communication. This consent is required to perform the service and cannot be opted out of while a job is active.

Marketing Communications: FixedIt PC may occasionally send customers information about promotions, seasonal offers, or general announcements. Marketing communications will only be sent to customers who have explicitly opted in via the FixedIt PC website contact form or a signed paper form. Customers may opt out of marketing communications at any time by notifying FixedIt PC in writing. Opting out of marketing communications does not affect service communications.

CUSTOMER INITIALS – COMMUNICATION CONSENT

15. LIMITATION ON CLAIMS

Any claim by Customer against FixedIt PC arising from services performed under this agreement must be submitted in writing within **30 days** of the date of service completion. Claims submitted after 30 days will be considered waived and will not be honored. This limitation applies to all claims including but not limited to claims of damage, data loss, unsatisfactory work, or billing disputes.

CUSTOMER INITIALS – 30-DAY CLAIMS LIMITATION

16. SEVERABILITY

If any provision of this Agreement is found to be invalid, unenforceable, or contrary to applicable law, that provision shall be modified to the minimum extent necessary to make it enforceable, or if it cannot be modified, it shall be severed from this Agreement. The remaining provisions of this Agreement shall continue in full force and effect.

17. ENTIRE AGREEMENT

This Agreement, together with any accompanying Intake Form, Work Order, Estimate, or Build Order Form, constitutes the entire agreement between FixedIt PC and the Customer with respect to the services described herein. It supersedes all prior discussions, representations, understandings, and agreements — whether verbal or written — between the parties. No verbal promise, representation, or modification made before or after signing this Agreement shall be binding unless it is documented in writing and signed by both parties.

18. FORCE MAJEURE

FixedIt PC shall not be held liable for any failure or delay in performing services under this Agreement caused by circumstances beyond its reasonable control. This includes but is not limited to: natural disasters, extreme weather events, power outages, supply chain disruptions, parts unavailability, pandemic or public health emergencies, acts of government, or any other event outside the control of FixedIt PC. In such cases, FixedIt PC will notify the Customer as soon as reasonably possible and work to resume service at the earliest opportunity.

The following terms apply specifically to custom PC build orders and supplement all other sections of this agreement.

Parts Payment: 100% of the estimated parts cost is required upfront before any parts are ordered. This payment is fully refundable within **7 calendar days from the date payment is received**. Once any part has been ordered, the parts cost is **non-refundable**. FixedIt PC will place the parts order within 48 hours of receiving payment. Labor is billed separately upon completion of the build.

Parts Pricing — Subject to Market Fluctuation:

Prices on the Build Order Form reflect current pricing at time of agreement and are **not guaranteed**. Parts prices change frequently.

If a part drops in price before ordering — the savings are passed directly to the customer. The total will be adjusted downward accordingly.

If a part increases in price by a small amount (generally \$20 or less) — FixedIt PC may absorb the difference at its discretion. No additional charge will be made without notifying the customer first.

If a part increases significantly in price or goes out of stock — FixedIt PC will contact the customer before proceeding. Customer will have the option to: (1) approve the new price, (2) select a comparable alternative, or (3) cancel that component. If a critical component cannot be sourced at an acceptable price and no suitable alternative exists, customer may cancel the build and receive a full refund of the parts payment.

Labor Warranty — 30 Days: FixedIt PC warrants its labor and workmanship for 30 days from the date of build completion. If a defect in assembly is found within that period (loose cable, unseated component, improper installation, etc.), it will be corrected at no charge. This warranty covers **labor and workmanship only**. It does not cover component failure, manufacturer defects, or damage caused by the customer after delivery.

Parts Warranty — Manufacturer Only: All components carry their respective manufacturer's warranty exclusively. FixedIt PC makes no additional warranty on parts beyond the 30-day labor warranty above. All original component boxes and packaging will be retained and returned to the customer with the completed build. Some manufacturers (e.g. ASUS) require original packaging for RMA claims. It is the customer's responsibility to initiate and manage any manufacturer warranty claims directly with the manufacturer. FixedIt PC will assist where reasonably possible but is not obligated to act as an intermediary.

Parts Substitution: If a selected part becomes unavailable or is discontinued after the order is placed, FixedIt PC will contact the customer with a comparable alternative. No substitution will be made without customer approval. If no acceptable substitute can be found, customer may cancel that component or the entire build and receive a full refund of the parts payment for the affected components.

Parts Compatibility — Customer-Selected Lists:

If the Customer provided their own parts list (via PCPartPicker or otherwise), FixedIt PC will review the list prior to ordering and notify the Customer of any potential compatibility or fitment concerns. If the Customer chooses to proceed after being notified of a potential issue, the Customer assumes full responsibility for compatibility. If a part does not fit or is incompatible at the time of assembly:

- The incompatible part will **not** be installed
- The part will be returned to the Customer as it is their property
- The build will proceed with the remaining compatible parts
- Testing, setup, and configuration may be limited or impossible depending on what is missing
- Full labor charges apply for work completed regardless of fitment issues on customer-selected parts

Parts Compatibility — FixedIt PC Selected Lists:

If FixedIt PC selected or recommended the parts, compatibility is the responsibility of FixedIt PC. If a part selected by FixedIt PC does not fit or is incompatible at the time of assembly, FixedIt PC will:

- Notify the Customer immediately
- Offer a comparable alternative at a similar price point
- If the Customer accepts the alternative, the build proceeds at no additional cost to the Customer
- If the Customer declines the alternative but wishes to continue the build without that part, the incompatible part will be returned to the Customer and labor will be adjusted to reflect work actually completed
- If the Customer wishes to cancel the entire build due to a FixedIt PC compatibility error, a **full refund** of all parts and labor paid will be issued. No cancellation fee applies in this scenario.

CUSTOMER INITIALS – CUSTOM BUILD TERMS (IF APPLICABLE)

20. AUTHORIZATION TO TEST & ACCESS DEVICE

By entering into this agreement, Customer expressly authorizes FixedIt PC to: power on the device; run diagnostic software, benchmarking tools, and system utilities; access files and system settings to the extent necessary to diagnose and perform the requested service; install and subsequently remove temporary diagnostic or repair tools; and perform any other reasonable technical action required to complete the authorized service. This authorization is limited to the scope of work requested and does not extend to accessing, copying, or transmitting personal files beyond what is necessary to perform the service.

CUSTOMER INITIALS – AUTHORIZATION TO TEST & ACCESS DEVICE

21. LIEN RIGHTS – HOLD FOR NON-PAYMENT

FixedIt PC reserves the right to retain possession of the Customer's device until all authorized charges have been paid in full. This right of retention applies regardless of whether the service has been completed. In the event that a Customer refuses to pay for authorized services rendered, FixedIt PC may, pursuant to Florida Statute §715.07 and applicable Florida lien law, retain the device and pursue all legal remedies available for recovery of unpaid amounts, including but not limited to filing a claim in small claims court in Flagler County, Florida. FixedIt PC will provide written notice of intent to exercise lien rights before taking further action. This section is separate from and in addition to the Abandoned Devices clause in this Agreement.

CUSTOMER INITIALS – LIEN RIGHTS FOR NON-PAYMENT ACKNOWLEDGED

22. CUSTOMER-SUPPLIED PARTS & THIRD-PARTY COMPONENTS

If Customer supplies their own parts, components, or materials for installation, FixedIt PC accepts no responsibility or liability for the quality, compatibility, or performance of those parts. FixedIt PC will make reasonable efforts to verify compatibility before installation but cannot guarantee outcomes when using customer-supplied components. No warranty — express or implied — is provided on labor performed in connection with customer-supplied parts that are found to be defective, incompatible, or counterfeit. If a customer-supplied part causes damage to other components during installation, FixedIt PC is not liable for that damage. The diagnostic fee and any applicable labor charges still apply regardless of whether customer-supplied parts function as expected.

CUSTOMER INITIALS – THIRD-PARTY PARTS POLICY UNDERSTOOD

23. AGE OF MAJORITY & LEGAL CAPACITY

By signing this Agreement, Customer represents and warrants that they are at least 18 years of age and have the full legal capacity to enter into a binding contract. If Customer is signing on behalf of another person or entity, Customer represents that they have the authority to do so and that the represented party is bound by the terms of this Agreement. FixedIt PC will not knowingly enter into service agreements with minors. Any agreement signed by a person under 18 years of age is voidable at the sole discretion of FixedIt PC.

24. SOCIAL MEDIA & TESTIMONIAL RELEASE

Customer grants FixedIt PC a non-exclusive, royalty-free license to use any reviews, testimonials, feedback, or comments voluntarily submitted by Customer — whether written, verbal, or posted publicly — in FixedIt PC's marketing materials, website, and social media. This includes but is not limited to Google reviews, Facebook reviews, and any feedback submitted through the FixedIt PC website. Customer's name or first name only may be used alongside any published testimonial. FixedIt PC will never fabricate, alter, or misrepresent Customer feedback. Customer may request removal of their testimonial at any time by notifying FixedIt PC in writing.

25. CONFIDENTIALITY – MUTUAL

Customer Data: FixedIt PC agrees to hold all Customer data, files, passwords, personal information, and device contents in strict confidence. This information will not be accessed beyond what is necessary to perform the requested service, will not be disclosed to any third party without Customer's written consent, and will not be retained after job completion. Any backup media used during service will be wiped upon job completion.

FixedIt PC Methods & Pricing: Customer acknowledges that FixedIt PC's diagnostic methods, repair techniques, pricing structure, internal processes, and business practices constitute proprietary business information. Customer agrees not to disclose, share, or commercially exploit this information without the prior written consent of FixedIt PC. This obligation survives the termination of this Agreement and is consistent with Florida's Uniform Trade Secrets Act, Chapter 688, Florida Statutes.

CUSTOMER INITIALS – MUTUAL CONFIDENTIALITY ACKNOWLEDGED

26. PASSWORDS & ACCESS CREDENTIALS

Customer is responsible for providing all passwords, PINs, login credentials, and access codes necessary to perform the requested service. FixedIt PC cannot be held responsible for delays, incomplete service, or inability to perform work caused by Customer's failure to provide accurate and complete credentials. Any credentials provided to FixedIt PC will be kept strictly confidential, will not be stored beyond the completion of service, and will be destroyed upon job completion. Customer is strongly advised to change passwords after service is completed as a general security precaution. FixedIt PC recommends documenting credentials on the Intake Form rather than providing them verbally.

27. SOFTWARE LICENSING & LEGAL COMPLIANCE

Customer warrants that all software currently installed on their device is properly licensed and legally obtained. FixedIt PC will not install, copy, activate, or facilitate the use of any pirated, unlicensed, or illegally obtained software under any circumstances. If Customer requests installation of software that FixedIt PC reasonably believes to be unlicensed, FixedIt PC reserves the right to decline that specific request without affecting the rest of the service agreement. Customer assumes full legal responsibility for the licensing status of all software on their device. FixedIt PC is not liable for any legal consequences arising from unlicensed software discovered on or installed by Customer on their device.

CUSTOMER INITIALS – SOFTWARE LICENSING COMPLIANCE ACKNOWLEDGED

28. MALWARE, VIRUS & PRE-EXISTING INFECTION DISCLAIMER

FixedIt PC is not liable for damage, data loss, data corruption, or system instability caused by pre-existing malware, viruses, ransomware, spyware, or any other malicious software on the Customer's device. During the course of diagnosis and repair, pre-existing infections may become active, spread, or cause additional damage that was not caused by the actions of FixedIt PC. In such cases, FixedIt PC will notify the Customer immediately and work to contain the issue, but is not responsible for outcomes caused by pre-existing infections. Virus and malware removal is a separate billable service and does not constitute a warranty against re-infection after the device is returned to Customer.

29. DATA RECOVERY LIMITATIONS

Where data recovery is requested or attempted, FixedIt PC will make reasonable professional efforts to recover accessible data. However, data recovery success cannot be guaranteed. Factors beyond FixedIt PC's control — including but not limited to physical drive damage, electronic failure, overwritten sectors, firmware corruption, and advanced encryption — may render some or all data unrecoverable. FixedIt PC will inform Customer of the expected likelihood of recovery before beginning any recovery attempt. The data recovery fee applies regardless of whether recovery is fully, partially, or not successful, as it compensates for the technician's time and effort. Customer is advised to maintain current backups to avoid reliance on recovery services.

30. CUSTOMER CONDUCT

Customer agrees to treat all FixedIt PC personnel with respect and professionalism at all times, whether in person, by phone, by text, or by email. Abusive, threatening, harassing, or discriminatory behavior directed toward FixedIt PC personnel will result in immediate termination of the service relationship. In such cases, FixedIt PC reserves the right to: (a) cease all work immediately; (b) retain any fees already charged for work performed to that point; (c) return the device in its current state; and (d) permanently decline future service to that Customer. FixedIt PC personnel have the right to a safe and respectful working environment at all times, including during in-home service visits.

CUSTOMER INITIALS – CUSTOMER CONDUCT POLICY ACKNOWLEDGED

31. FLORIDA CONSUMER PROTECTION COMPLIANCE

FixedIt PC operates in full compliance with the Florida Deceptive and Unfair Trade Practices Act (FDUTPA), Chapter 501, Part II, Florida Statutes. FixedIt PC commits to honest, transparent, and ethical business practices in all customer interactions. All pricing, service descriptions, and warranties are represented accurately and in good faith. FixedIt PC will never engage in false advertising, bait-and-switch tactics, hidden fees, or misrepresentation of services. Customers who believe they have been subject to an unfair or deceptive practice are encouraged to contact FixedIt PC directly to resolve the concern before pursuing any legal remedy.

32. IN-HOME & ON-SITE SERVICE TERMS

When FixedIt PC performs service at Customer's home or premises, the following terms apply in addition to all other sections of this Agreement:

Safe Environment: Customer agrees to provide a safe, accessible, and reasonably organized work environment. FixedIt PC technicians have the right to decline to begin or continue work if the environment is unsafe, unsanitary, or hostile.

Property Damage: FixedIt PC will exercise reasonable care while on Customer's premises. However, FixedIt PC is not responsible for pre-existing property conditions or damage that occurs as a result of Customer's failure to disclose hazards. FixedIt PC is not liable for incidental damage to furniture, flooring, or other property that results from normal movement within the work area.

Hourly Rate: All in-home services are billed at **\$75/hr**, in 30-minute increments, from the time the technician arrives. There is no separate service call or visit fee. The clock starts when the technician arrives and stops when work is complete. If the technician determines the device needs to be brought back to the shop, the in-home time is billed at the hourly rate and covers the on-site assessment — the standard \$60 drop-off diagnostic fee does not apply in this case.

Right to Leave: FixedIt PC reserves the right to leave Customer's premises at any time if the technician feels unsafe, is subjected to abusive behavior, or if conditions make it impossible to perform the work safely and professionally.

CUSTOMER INITIALS – IN-HOME SERVICE TERMS ACKNOWLEDGED

33. ELECTRONIC SIGNATURE & DIGITAL RECORDS

The parties agree that electronic signatures, digital signatures, and scanned copies of signed documents are legally binding and shall be given the same legal effect as original ink signatures, pursuant to the federal Electronic Signatures in Global and National Commerce Act (E-SIGN Act, 15 U.S.C. § 7001 et seq.) and the Florida Electronic Signature Act, Florida Statutes § 668.50. Digital records of this Agreement, including any electronically signed version, shall be considered valid and enforceable originals for all purposes.

34. NON-DISPARAGEMENT

Both parties agree not to make false, malicious, or deliberately misleading statements about each other in any public forum, including but not limited to social media, review platforms, or verbal communication to third parties. This clause does not prohibit either party from making honest, factually accurate statements about their experience. Customer retains the right to post genuine reviews reflecting their actual experience. FixedIt PC retains the right to respond publicly to reviews in a professional manner. This clause is intended solely to prevent deliberate defamation or malicious false statements, not to silence legitimate feedback.

35. PRE-LITIGATION REMEDIATION REQUIREMENT

Before filing any lawsuit, legal claim, or formal complaint against FixedIt PC or its owner Sascha Benders arising from services performed under this Agreement, Customer must complete ALL of the following steps:

Step 1 — Written Notice: Customer must provide FixedIt PC with written notice of the specific complaint, the alleged harm or damage, and the remedy being sought. This notice must be submitted within the 30-day claims window established in Section 15 of this Agreement. Notice may be delivered by email, text message, or hand-delivered letter.

Step 2 — Opportunity to Remedy: After receiving written notice, FixedIt PC shall have **14 calendar days** to respond and propose a resolution. Customer must allow FixedIt PC a fair and reasonable opportunity to correct, repair, replace, or otherwise remedy the issue before pursuing any legal action. FixedIt PC's good-faith attempt to remedy the situation — even if the remedy is not fully satisfactory to the Customer — satisfies this requirement.

Step 3 — Good Faith Negotiation: If FixedIt PC's proposed remedy is not accepted by Customer, both parties must participate in at least one good-faith negotiation attempt — by phone, in person, or in writing — in an effort to reach a mutually acceptable resolution.

Step 4 — Mediation: If negotiation fails, both parties agree to submit the dispute to a neutral third-party mediator in Flagler County, Florida before initiating any lawsuit. The cost of mediation shall be shared equally between the parties unless otherwise agreed. Only after mediation has been attempted and failed may either party pursue legal action.

Failure to Follow These Steps: Any legal action filed without completing the above steps shall be subject to dismissal. Customer's failure to comply with this section constitutes a material breach of this Agreement and may entitle FixedIt PC to recover its attorney's fees and costs associated with seeking dismissal.

36. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE FLORIDA LAW, THE TOTAL LIABILITY OF FIXEDIT PC AND ITS OWNER SASCHA BENDERS, WHETHER IN CONTRACT, TORT, NEGLIGENCE, OR ANY OTHER LEGAL THEORY, SHALL NOT EXCEED THE TOTAL AMOUNT ACTUALLY PAID BY CUSTOMER FOR THE SPECIFIC SERVICE THAT GAVE RISE TO THE CLAIM.

Specifically, FixedIt PC and Sascha Benders personally shall not be liable for:

- Any indirect, incidental, special, consequential, or punitive damages
- Loss of data, loss of profits, loss of business, or loss of use
- Emotional distress, sentimental value, or non-economic damages of any kind
- The replacement value of any device or component beyond its current fair market value
- Any damages arising from pre-existing conditions, third-party software or hardware, or events outside FixedIt PC's reasonable control

This limitation applies even if FixedIt PC has been advised of the possibility of such damages. This limitation does not apply in cases of intentional misconduct or gross negligence as defined by Florida law.

Example: If a Customer paid \$60 for a diagnostic service and a component is accidentally damaged during that service, the maximum liability of FixedIt PC and Sascha Benders is limited to \$60 — the amount paid for that service — or the fair market replacement value of the damaged component, whichever is **greater**, subject to the remediation process in Section 35.

CUSTOMER INITIALS – LIMITATION OF LIABILITY READ, UNDERSTOOD & AGREED

37. AGREEMENT & SIGNATURES

By signing below, Customer confirms they have read, understood, and agree to ALL 37 sections of this Customer Agreement, including the Pre-Litigation Remediation Requirement (Section 35), the Limitation of Liability (Section 36), and any applicable Custom PC Build Terms (Section 19). Customer confirms they are entering into this Agreement with Sascha Benders, doing business as FixedIt PC, and that all information provided on the accompanying Intake Form or Build Order Form is accurate to the best of their knowledge. Customer acknowledges receipt of a copy of this agreement.

CUSTOMER SIGNATURE

DATE

CUSTOMER PRINTED NAME

PHONE NUMBER

FIXEDIT PC – TECHNICIAN SIGNATURE

DATE

FixedIt PC – Palm Coast, FL – (386) 227-7708
fixeditpc.com

Customer Copy / Shop Copy
Ticket #: _____