



Terms and Conditions

We appreciate your business. The following terms and conditions will enable us to provide you with the best possible service. "We" or "us" refers to Top Notch Group, L.L.C. "You" refers to the customer.

WARRANTIES

Unless otherwise noted at the time of service, all work performed by us carries a 6-month warranty on parts, and a 90-day warranty on labor. If the warranty terms vary from the foregoing, such variance will be noted on the estimate or invoice.

New computer systems will typically have longer warranties, which vary by application.

Used equipment carries no warranty unless stated otherwise in writing at the time of sale.

All warranties run from the date of invoice, NOT the date that the equipment is delivered to or picked up by you.

You must inform us of any warranty claim promptly upon your discovery of any defect and you must deliver the equipment to us at your expense for warranty service. Our obligation under any warranty claim is limited to repair or replacement of the faulty equipment. We may determine, in our sole discretion, that repair or replacement is not possible, in which case we may refund the purchase price. Blind refunds will not be issued under any circumstances.

Our warranty does not cover loss or damage caused by environmental or human factors. This includes water damage, electrical surges, electrical manipulation or overclocking, impact, misuse, or general mishandling of the equipment.

Our warranty is voided if you or anyone else attempts to effect repairs on the equipment or if your account with us is delinquent.

In cases of malware removal, we will remove all virus and spyware infections contracted within 30 days of the repair for no charge. Between 30-90 days, we will do so if the malware is a repeat of the initial infection. This is contingent upon the customer utilizing an approved security program.

RETURNS

Return or exchange of equipment is at our sole discretion. If accepted, returns of non-faulty equipment within 30 days of invoicing will be charged a 20% restocking fee. No returns are permitted on equipment after 30 days from the date of invoice.

SHIPPING INFORMATION

We cannot be responsible for any loss of, or damage, to your equipment during shipping. This includes incoming and outgoing orders. All of our shipments are packed safely, checked, and insured with a trusted carrier. We recommend insuring any equipment you ship to us. Claims for damage during transit are the sole responsibility of the customer, and we will fully comply with all requests from customers and carriers relating to such claims.



LOANER EQUIPMENT

If you request, and if it is available, we may be able to provide you with loaner equipment for temporary use while your equipment is retained by us. We cannot guaranty the availability of loaner equipment. All loaner equipment must be returned in the same condition it was in when given to you. You may not install software on our loaner machines without prior consent. You will be responsible for the cost of repairing or replacing any loaner equipment that is lost or damaged before being returned to us.

ABANDONED SYSTEMS/LACK OF CONTACT INFORMATION

We will promptly notify you when your equipment is ready to be picked up. If you do not pick up the equipment within 60 days of notice that it is ready, you will be deemed to have abandoned the equipment and we may dispose of or reuse it as we deem proper. The proceeds of such disposition, if any, will be applied first to our costs in disposing of the equipment and then to any outstanding balance you may have with us.

PAYMENT AND BILLING POLICY

Payment is normally due upon completion of service, unless 1) A signed monthly, ongoing maintenance agreement is on file, or 2) A signed billing form, or 3) A valid backup credit card is on file. Equipment will not be released to you until payment is received. No mail-in orders will be shipped until payment is received.

In the appropriate circumstances and with prior approval by us, we may bill you for services or equipment. You will be required to provide a backup credit card under all circumstances. Payment by check or cash must be received within 15 days from date of invoice. For managed routine support, volume repair, or maintenance clients, payment is due no later than 30 days from the date of invoice.

Accounts not paid within the foregoing time limits will be charged interest at the rate of 1.5% per month compounded. Accounts over 60 days late will be subject to refusal of service and repossession of unpaid equipment (if applicable). Accounts over 75 days late will be referred to collections. Throughout the 30-75 day aging process, reasonable effort will be made to notify the client of any outstanding balances through the email, physical address, and phone number(s) provided on file. If an account is referred for collection you agree to pay all costs of collection including reasonable attorney's fees in the amount of 33% of the total amount owed.

In cases of business ownership transfer (merger, sale, reorganization, bankruptcy, etc.), we consider outstanding balances bound to the physical and virtual properties of the business at any given time. Changes in officers, management, or any interested parties do not release the past or present ownership/management of any financial liabilities or obligations. Accounts not in compliance may be subject to the measures in the previous paragraph.

Every tangible order, service call, and site survey evaluation is subject to our Diagnostic Fee, equivalent to one hour's worth of service at the current rates. Several exceptions exist where our published "Diagnostic Fees" do not apply, and instead service is billed hourly from the time it begins. Examples include, but are not limited to: A) Commercial site surveys located beyond what is considered a "reasonable" commute from our nearest office B) Emergency & "Rush" orders C) Data recoveries D) Certain computer models E) Custom or self-assembled systems not assembled by us, brought to us in non-functioning state.



If any check that you give is not honored you will be responsible for all fees and charges as provided in Va. Code §§ 8.01-27.1 and 27.2. A \$30.00 Returned Check Fee will be applied to the invoice balance.

SERVICE GUIDELINES & TURNAROUND TIME

Managed Services: Customers subscribed to a maintenance plan shall receive same-day support for business-critical issues, regardless of day and time. We can respond to most incidents in short order; Our guarantee is to begin assessment and start work for any incident within (2) hours of being notified, and if necessary, travel on site within (4) hours of being notified. Approved avenues of communication (self-service incident portal, dial #5 from auto attendant, or email sent to urgent@tngva.com) must be employed to guaranty aforementioned response times. Text messages or calls to an individual's cell phone may not properly enter our system. For normal daytime support, your attached "Maintenance Plan Welcome Form" contains your recommended non-emergency contact procedures, as they may have been curated to suit your individual needs.

Two-way communication is key to a successful ongoing relationship, and mutual transparency improves predictability of service quality and costs. As the Client, you are encouraged to participate in bundled semiannual "executive business reviews" to discuss your technology and cybersecurity landscape at an executive level. Between planned reviews, certain discoveries are often made where data protection, security, stability, and/or compliance are deemed to be at elevated risk levels and lend additional urgency. Every reasonable effort will be made in these situations to reach the client via an approved communications medium to discuss remediation options. *In cases so extreme where one or both parties' legal liability net is jeopardized, we (Top Notch) may effect, at our own discretion, reasonable repairs and/or remediation to ensure continued data protection, business continuity, and manageable levels of cyber risk in scenarios where the client cannot be reached for approval in a reasonable timeframe.* In such situations, we will act in a client's best interest and pursue the most cost-effective solution available, but You (client) agree to pay all associated labor, software, hardware, and/or licensing costs.

Should you wish to cancel your maintenance plan for any reason, a form shall be sent over to you to be signed and returned. The form is an attestation of acknowledgement that you will adopt any liabilities relating to data privacy & protection, information security, and business continuity. For month-to-month plans, your service coverage will terminate on the date of the invoice following your requested date of cancellation, if the requested cancellation date is at least 30 days into the future; If the requested termination date is fewer than 30 days out, you will incur one additional 30-day billing cycle after your next invoice, allowing for a structured offboarding and clean break between 30-60 days from the request. It is recommended to provide as much notice as possible if you plan on canceling your managed services, as we are billed monthly for your tooling and licensing at different dates and need to give ample notice to our vendors. It is also advisable to foster a transitional period where we can assist your new IT company with the transition and answer questions. Those on longer-term contracts (includes private cloud infrastructure clients) will be required to pay out the remainder sum of the contract in addition to any equipment or software charges waived during your onboarding.

Non-Managed Services: Most simple orders can be processed within 3-10 business days. When expedited service is requested, we will do our best to meet a 1-3 business day turnaround. Although we do our best, we cannot promise these turnaround times for every circumstance. Normal orders are performed with cost savings in mind, while with rush orders our focus is to provide the fastest turnaround possible. More time will be spent on rush orders, and any parts needed will be rush shipped. This normally results in a higher cost. Our advertised diagnostic fee does not apply to rush orders. We may elevate a normal order to a rush order at any time without notice if we sense the client is in a hurry (example: multiple phone calls seeking status updates the same day or next day after an order is dropped off). Please note that while granular repair techniques may be employed on your unit, We do not currently accept incomplete systems or individual system parts from the general public.



SPECIAL RATES

Certain qualifying individuals and institutions are eligible for a 10% discount on all labor we perform. Qualifying individuals include: Senior citizens, active duty military personnel, police, fire, or rescue personnel, and full-time students ages 18 and older. Individuals must request the discount in order to receive it. Qualifying institutions include: Churches, non-profit organizations with fewer than 25 employees, K-12 public & private academic institutions, and private universities with under 5,000 full-time enrolled students.

EXPECTATION OF CUSTOMER CONDUCT AND GOOD FAITH

We understand technology fuels the heartbeat of modern human life and corporate transactions. Going through technology-related issues and resulting financial losses can be emotionally difficult. Please bear in mind: We are here to provide a professional, competent, friendly alternative to corporate managed service firms, retail chains and traditional "shops." Sometimes orders take longer than they should. Sometimes we're busy and lapses in communication may occur. This does not mean we have forgotten about you, nor does it mean we care less about your situation than you do. Rude conduct, foul language, verbal abuse or threats of any kind towards a Top Notch team member may result in A) Termination of a given or ongoing service prior to completion, with no refunds, B) Forfeiture of warranty, C) Removal from premises. If we feel effective communication is not possible due to a client or employee under the influence of drugs or alcohol, the aforementioned measures may be effected.

AIDING & ABETTING CIRCUMVENTION OF STAFF NCA OR NDA

Our employment agreements with our staff members and this document prohibit direct engagement between a Top Notch client and Top Notch staff member, which circumvents the administrative and billing systems of Top Notch Group, LLC. This includes A) Your employment of our staff member by contract or otherwise; B) Your receipt of our confidential or internal materials. If this agreement is breached, you will be responsible for all such gross billings and legal fees, extending for a 12-month period following a staff member's termination of employment.

CONFIDENTIALITY AGREEMENT

Upon both parties signing an initial work order, we agree to use commercially reasonable measures to physically and virtually guard your equipment and data. Any client or patient information encountered during our working relationship is for diagnostic purposes only, and will be treated as confidential. The same goes for our employees, contractors, and any involved associates. Under no circumstances will your personal, company or patient data be moved, sold, or sent anywhere without permission from you.

WAIVER OF LIABILITY

You grant permission to us to perform any action deemed necessary in our professional capacity. You release us from any liability for any data loss, or component failures, occurring during attempted repair or testing, or at any other time. We are not responsible for loss of profit, or for any direct, indirect, special, incidental, or consequential damage occurring during, after, or as a result of our provision of goods and or services. **ALL CLAIMS FOR LIABILITY AND/OR LOSS INCLUDING, WITHOUT LIMITATION, ANY CLAIMS FOR INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, ARE HEREBY EXPRESSLY WAIVED.**



TOP NOTCH

Computers & Repairs • Commercial Technology Services

"Premium IT – Full Service"