



# Terms & Conditions

## Return & Exchange Policy

Items and repairs sold at the retail price are backed by a thirty (30) day money back guarantee and a three (3) month repair or exchange guarantee except for software, media, printer ink, paper and consumable items. Discounted items (price matched, clearance, and open box) items are backed by fourteen (14) day refund or exchange. All items eligible for return or replacement must be returned unopened and in new condition. All open box items returned will be subject to a 20% restock fee. Damaged items or items missing original packaging or contents will be refused. Consumable items including software, paper, ink, media are exchange only if defective. Repaired items that need return must be exactly as they were finished by Berts Co Ltd / Digithaiz – if the device has been tampered with by the client or a third party, we will not accept the return.

## Our Guarantee Does Not Protect Against

**After Berts Co Ltd / Digithaiz repairs or replaces the device, the guarantee does not protect against:**

- Subsequent mishandling or misuse that causes the item to bend, twist, cracks, including drops and falls.
- Water damage
- Subsequent accidental or purposeful force
- Tampering with internal hardware
- Damage resulting from attempted customer repairs
- Software issues unrelated to the repair
- Jailbroken devices
- New damages unrelated to the original repair
- Any loss of data occurring as a result of the repair – customers are advised to back up all data prior to the repair attempt
- Virus reinfection
- Damage caused by electric shortage or surge

**Our guarantee also does not cover the outcome of a repair if certain pre-repair conditions exist, including:**

- Existence of known manufacturing and/or performance issues related to the device separate from the repair, as noted prior to the repair
- Existence of damage to the frame of device, as noted prior to the repair
- Water damage
- Jailbroken devices
- Tampering with internal hardware: under certain conditions, internal damage may make a repair impossible. Berts Co Ltd / Digithaiz or a repair specialist will be able to explain in further detail upon diagnosing your specific device. If in doubt, we recommend that you do not attempt to repair it on your own, as any damage may affect the repair-ability of

your device.

- a NON-Working, damaged or severed home button/Bio-Metric scanner
- Damage caused by electric shortage or surge

## **Repair Time and Delivery**

Berts Co Ltd / Digithaiz will make reasonable efforts to deliver repaired equipment within the estimated time of delivery but does not guarantee that a repair will be completed within a specific period of time. Berts Co Ltd / Digithaiz shall not be liable for any failures or delays in service due to any cause beyond its control. Berts Co Ltd / Digithaiz reserves the right to refrain from providing the repairs or services ordered and instead refund the customer's payment at its sole discretion.

## **Replacement Parts**

You recognize that Berts Co Ltd / Digithaiz is an independent, third-party repair company not affiliated with any original manufacturer. Like any repair provider outside the original manufacturer, Berts Co Ltd / Digithaiz does not always have access to original equipment manufacturer (OEM) parts.

You recognize that after any service is performed, the damaged parts that are replaced during service become the property of Berts Co Ltd / Digithaiz. Upon payment for any repair or service, you forfeit any claim on the damaged parts that were replaced during the repair or their value.

## **Responsibility to Pick Up Devices**

Due to space limitations, Berts Co Ltd / Digithaiz requests that you pick up your equipment promptly.

If equipment is left with Berts Co Ltd / Digithaiz and is not picked up within 30 days after being notified by Berts Co Ltd / Digithaiz that your product has been serviced, Berts Co Ltd / Digithaiz will consider your equipment abandoned and may dispose of your equipment in accordance with applicable law. You agree to hold Berts Co Ltd / Digithaiz harmless for any damage or claim for the abandoned property, which we may discard or recycle at our sole discretion 30 days from the customer being notified that your product has been serviced.

## **Accessing Data on Customer Devices**

As part of our required diagnostic testing, certain applications containing customer data (such as camera, dial pad and messaging applications), may need to be accessed to thoroughly test the device's functionality. This process is essential to ensuring we have done our due diligence in repairing your device to the best of our ability. This information is never intentionally exposed in any way and will not be mishandled or sold to third party companies for any purpose. Berts Co Ltd / Digithaiz will never transfer or copy data on a customer's device to any other equipment without customer's express consent or unless the operation is required to complete the services requested by the customer.

## Data Backup and Recovery Services

In the event of a repair, or any similar circumstances, that require a device to be restored to original settings Berts Co Ltd / Digithaiz will backup data to the best of our ability for a minimum fee of 2500 THB per user account. If data becomes lost or corrupted during the repair process, though not responsible for the loss of data, Berts Co Ltd / Digithaiz employees will direct affected customers to a reputable data recovery company.

## Data Loss

Customer agrees that prior to Berts Co Ltd / Digithaiz servicing of any customer equipment, it is customer's responsibility to: (1) backup all data, software, information, or other files stored on customer's computer disk drives, peripherals, MP3 player, DVD player, camcorder, digital camera or on any other electronic storage device; and (2) remove all videotapes, compact disks, floppy disks, laser disks, cassettes, DVDs, film, or other media from customer's product, as applicable. Except as expressly provided for herein, Berts Co Ltd / Digithaiz shall not be liable under any circumstances for any loss, disclosure, alteration, or corruption of any data, software, information, files, videotapes, compact disks, floppy disks, laser disks, cassettes, DVDs, film, or other media.

## Berts Co Ltd / Digithaiz Work Authorization and Service Waiver

All customers requesting repair services agree to the following conditions:

**Authorization to Perform Service.** You hereby authorize Berts Co Ltd / Digithaiz to perform diagnostic, repair, and installation services on your product (the "work"). You agree to pay for such work in accordance with the terms and conditions of this Agreement.

- **Warranty Work.** If the work is covered under an existing limited warranty you hereby authorize Berts Co Ltd / Digithaiz to perform the Work in accordance with the terms and conditions of such limited warranty and you hereby agree to pay any charges applicable to such Work pursuant to such limited warranty. Confirmation of the limited warranty prior to Berts Co Ltd / Digithaiz's provision of warranty service. FOR WARRANTY SERVICE THE TERMS AND CONDITIONS OF THE APPLICABLE LIMITED WARRANTY SHALL APPLY AND THIS AGREEMENT DOES NOT MODIFY, INCREASE OR DECREASE THE RESPECTIVE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER SUCH LIMITED WARRANTY NOR DOES THIS AGREEMENT GRANT YOU NEW RIGHTS EXCEPT AS PROVIDED HEREIN. BERTS CO LTD / DIGITHAIZ DOES NOT PROVIDE WARRANTY SERVICE FOR ANY MOUSE, KEYBOARD, PRINTER, OR MONITOR ACQUIRED WITH YOUR PRODUCT. CONSULT THE WRITTEN LIMITED WARRANTY YOU RECEIVED WHEN YOU PURCHASED THE PRODUCT IF YOU HAVE ANY QUESTIONS ABOUT YOUR RIGHTS AND OBLIGATIONS WHERE THE TERMS OF THIS AGREEMENT AND THE LIMITED WARRANTY ARE INCONSISTENT. THE TERMS OF

THE LIMITED WARRANTY WILL GOVERN.

– Out of Warranty Work. If the work is not covered under an existing limited, you hereby authorize Berts Co Ltd / Digithaiz to obtain parts and to perform the work, and you agree to pay all applicable fees, taxes, and other charges for such parts and services in accordance with Berts Co Ltd / Digithaiz's current price list. PRICES ARE SUBJECT TO CHANGE WITHOUT NOTICE OR OBLIGATIONS PRIOR TO YOUR AUTHORIZATION TO PERFORM SERVICES. PRICES DO NOT INCLUDE APPLICABLE TAXES OR SHIPPING AND HANDLING, WHICH WILL BE ADDED TO THE PRICE YOU PAY. A MINIMUM DIAGNOSTIC CHARGE WILL BE CHARGED FOR THE INITIAL DIAGNOSIS OF ANY REPAIR NOT COVERED BY A LIMITED WARRANTY WHETHER OR NOT YOU SUBSEQUENTLY AUTHORIZE SUCH REPAIR. PLEASE CONSULT THE CURRENT BERTS CO LTD / DIGITHAIZ PRICE LIST FOR THE AMOUNT OF THIS CHARGE BEFORE YOU SIGN THIS AGREEMENT OR AUTHORIZE ANY WORK TO THE PRODUCT.

**Lost or Altered Computer Files.** You are responsible for backing up all proprietary and confidential information on the Product and for maintaining a procedure external to the hardware products for the reconstruction of lost or altered files, data or programs. BERTS CO LTD / DIGITHAIZ SHALL NOT BE LIABLE FOR ALTERED OR LOST COMPUTER FILES, DATA OR PROGRAMS, EVEN IF CAUSED BY THE NEGLIGENCE OF BERTS CO LTD / DIGITHAIZ OR ITS AGENTS OR EMPLOYEES. DIAGNOSTIC AND REPAIR SERVICES ARE PROVIDED WITHOUT ANY OBLIGATION OF CONFIDENTIALITY OR NON-DISCLOSURE ON THE PART OF BERTS CO LTD / DIGITHAIZ, ITS EMPLOYEES OR AGENTS. DELETE FROM THE PRODUCT ANY FILE OR DATA YOU CONSIDER PRIVATE, CONFIDENTIAL, OR PROPRIETARY. IN-STORE PERSONNEL ARE NOT AUTHORIZED TO CHANGE THE TERMS AND CONDITIONS OF THIS AGREEMENT.

**Unclaimed or Abandoned Devices.** Berts Co Ltd / Digithaiz, its agents, and employees will make every effort to contact you when your product service and/or repair is completed. After 30 days from initial contact Berts Co Ltd / Digithaiz will charge a storage fee of 1000 THB per month for product left. AFTER 60 DAYS FROM INITIAL DATE OF CONTACT, BERTS CO LTD / DIGITHAIZ WILL DECLARE THE PRODUCT ABANDONED, AND SELL THE PRODUCT TO RECOVER COSTS ASSOCIATED WITH DIAGNOSTICS, PARTS, AND LABOR FOR REPAIR.

**Data Backup.** Berts Co Ltd / Digithaiz, its agents and employees are not responsible for your computers last data backup. Berts Co Ltd / Digithaiz will provide a secondary data backup to your primary data backup for you for 2500 THB if option is selected.

**Authorization:** I authorize Berts Co Ltd / Digithaiz technician(s) to perform repair work on my electronic device. I understand that Berts Co Ltd / Digithaiz technicians have been trained to perform work on electronic devices but Berts Co Ltd / Digithaiz is not an authorized service dealer. Further, I agree to release, indemnify, and hold Berts Co Ltd / Digithaiz from liability for any claims or damages of any kind or description that may arise from any repair work performed on my electronic device, unless it is caused by severe negligence of Berts Co Ltd / Digithaiz or its agent. I understand that repairs or technical support performed by Berts Co Ltd / Digithaiz may void manufacturer warranties, especially in the case of smart phone device repairs. Berts Co Ltd / Digithaiz and its affiliates do not assume any liability or warranty in the event that the manufacturer

warranties are voided but may, at its sole discretion, offer its own warranty on the parts and/or services performed

## **Berts Co Ltd / Digithaiz Trade Policy**

**By participating in this Trade-In Program you agree to assume to obligations outlined below. It is your responsibility to read this Agreement carefully to understand your obligations. You also agree to the terms and conditions set forth below regarding the Trade-In Program. In these terms and conditions, the item you are trading in is referred to as "item".**

-You are the only owner of the item and have the right to transfer all ownership of the item. No other person company, or entity has any ownership interest of any kind in the item.

-The item description, serial number and model number you provide are accurate and complete. The serial number on the Item is original and has never been tampered with.

-You are providing the item to Berts Co Ltd / Digithaiz in working order. You are responsible for the condition of the item upon its arrival at a Berts Co Ltd / Digithaiz location. If the item does not work when it arrives at a Berts Co Ltd / Digithaiz location, you agree to pay for the shipping cost necessary to return the Item to you!

-I understand that once this transaction is accepted, the Item and all information, data and software stored on the item shall become the sole property of Berts Co Ltd / Digithaiz. Your transfer of the Item to Berts Co Ltd / Digithaiz may not be revoked by you.

-Upon receipt of the item, Berts Co Ltd / Digithaiz will inspect the item to determine the item's valuation. If Berts Co Ltd / Digithaiz accepts the item Berts Co Ltd / Digithaiz will provide credit towards the purchase of a product from Berts Co Ltd / Digithaiz. **THE VALUATION MAY BE SUBSTANTIALLY DIFFERENT THAN THE ORIGINAL ESTIMATE PROVIDED TO YOU. YOU AGREE THAT THE BERTS CO LTD / DIGITHAIZ'S VALUATION OF THE ITEM AFTER Berts Co Ltd / Digithaiz RECEIVES THE ITEM IS FINAL.** -Upon Receipt of the item by Berts Co Ltd / Digithaiz, all information, data, and software on the item will be deleted and unrecoverable.

-If Berts Co Ltd / Digithaiz is damaged or incurs and kind of expense because you were not authorized to transfer ownership of the item, because of the condition of the item, or because of any software or other information stored on the item, you agree to defend, indemnify and hold Berts Co Ltd / Digithaiz harmless from any liability, claim, or expense associated therewith including Attorney's fees incurred by Berts Co Ltd / Digithaiz.

-In the event of the employment of an attorney(s) by Berts Co Ltd / Digithaiz resulting from your participation in the Trade-In Program Berts Co Ltd / Digithaiz's attorneys' fees shall be paid by you, in addition, all cost and expenses of any suit brought by Berts Co Ltd / Digithaiz by reason of failure by you to comply with any of the terms, covenants, and conditions of this Agreement.

# Privacy

**Types of personal information we collect** – We collect and store personal information that you give us when you shop at one of our stores, register on our website, complete an application, request a catalog, place an order, enroll in a promotional or rewards program, submit for a rebate, call us, or send us a letter or e-mail. This information may include your name, mailing address, e-mail address, telephone number, fax number, credit card number and expiration date, and other optional demographic information. If you respond to a sweepstakes or contest, we will ask you to verify that you are old enough to participate.

**How we use and share personal information** – We use the personal information we collect to process your orders, identify you within our systems, contact you if we have questions about your order, notify you about new services or special promotional programs, and submit for rebates. Berts Co Ltd / Digithaiz and the sponsoring manufacturer will have access to any rebate information you provide.

We share your personal information within the Berts Co Ltd / Digithaiz family of businesses and with third parties that perform services for us or on our behalf (for example, credit card companies, financial institutions, shipping companies, printing houses, consultants and advisors, market research firms and rebate processors) and when, in our judgment, we believe it is necessary or appropriate to prevent fraud, injury, or harm to persons or property, to protect our rights or the rights of others, to comply with applicable laws and regulations, or as otherwise required by law. We limit the scope of the information provided to third parties, and we allow its use only for the purposes for which it was disclosed. Personal information may be transferred in connection with a business transition, such as a merger, acquisition, insolvency, or asset sale involving any Berts Co Ltd / Digithaiz business or asset to which the information pertains.

**Accessing and amending personal information** – It is important that our databases are accurate and current. To review and make any appropriate changes or deletions to information about you, please contact us accordingly.

**Policy Changes** – Berts Co Ltd / Digithaiz may change its privacy policy or practices from time to time. We will post the most current version of our privacy policy online at <https://a1techrepair.com/wp-content/uploads/2022/09/Terms-and-Conditions.pdf> If policy changes materially affect our uses and disclosures of personal information that we have previously collected, we will notify you and, if appropriate, provide an opportunity to prevent us from applying the revised policy to such information.

# Sales and Promotions

Promotional offers are only good for one offer on any given purchase. From time to time Berts Co Ltd / Digithaiz may be marketing in different classes of offerings of promotions. Eligibility for each offer may depend on your place of employment, if you are attending school, if you meet certain age requirements and more. At no time does Berts Co Ltd / Digithaiz offer double promotions on the same invoice. For example, individuals receiving educational discounts will not also be eligible for retail promotions offered.

## Gift Cards and Gift Certificates

Berts Co Ltd / Digithaiz is not responsible for lost or stolen gift certificates. Certificates should be treated as cash. Card cannot be redeemed for cash. Card value is in currency identified on the card. Berts Co Ltd / Digithaiz makes no warranty regarding any good or service you may receive in connection with your use of this card. Berts Co Ltd / Digithaiz assumes no responsibility and shall not be liable for any injury, loss, or damage of any type or nature which arises out of your use of card and/or the performance of any third party provider. The total value of the card must be redeemed at once. These terms and conditions are subject to change without notice.

## Limitations of Warranties

Any description of the goods contained herein is for the sole purpose of identifying them and does not constitute a warranty. In the interest of product improvement, the right is reserved to change specifications and/or design without incurring obligations. OTHER THAN THE EXPRESS MANUFACTURER'S WARRANTY THAT APPLIES TO THE UNIT, THE UNIT IS SOLD "AS IS" AND THERE ARE NO OTHER WARRANTIES. SELLER HEREBY DISCLAIMS AND EXCLUDES ALL IMPLIED WARRANTIES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, THAT THE UNIT IS FIT FOR A PARTICULAR USE OR PURPOSE, THAT THE UNIT IS FIT FOR A PARTICULAR APPLICATION OR ENVIRONMENT, AND ANY WARRANTIES THAT MIGHT OTHERWISE ARISE OUT OF A COURSE OF DEALING BETWEEN THE PARTIES OR USAGE OF TRADE. The unit will be supplied per Sellers' certified prints. In addition, Seller is not responsible for any warranties provided by any component manufacturers. Seller shall not be responsible for any repairs made outside the factory, nor for defects resulting from improper installation, improper maintenance, care or operation, nor for defects in goods not paid for. The Buyer assumes responsibility for compliance with any regulations, codes, standards or ordinances applicable to the installation, location, operation or maintenance of the products. No person, agent, or dealer is authorized to enlarge upon the warranties set out herein or the obligations of Seller hereunder.

LIMITATION OF LIABILITY: THE SOLE REMEDY FOR BREACH OF THE APPLICABLE EXPRESS WARRANTIES SHALL BE REPAIR OR REPLACEMENT OF THE EQUIPMENT BY SELLER, OR REFUNDING THE PURCHASE PRICE SET FORTH ON THE FIRST PAGE OF THE AGREEMENT AND ORDER ACKNOWLEDGEMENT. IT SHALL BE IN SELLERS' SOLE DISCRETION AS TO WHETHER REPAIR, REPLACEMENT OR REFUND IS THE APPROPRIATE REMEDY. IF SELLER DECIDES TO MAKE REPAIRS, SELLER HAS THE OPTION OF COMPLETING SUCH REPAIRS ITSELF, OR AUTHORIZING A THIRD PARTY TO PERFORM SUCH REPAIRS AT SELLERS EXPENSE. SELLER IS NOT RESPONSIBLE FOR ANY REPAIR WORK PERFORMED BY A THIRD PARTY THAT SELLER DID NOT APPROVE IN WRITING PRIOR TO THE COMMENCEMENT OF SUCH REPAIRS. SELLERS' LIABILITY OF ANY KIND WHATSOEVER (WHETHER IN WARRANTY, TORT, CONTRACTUAL OR OTHERWISE) SHALL NOT EXCEED THE BILLING PRICE SET FORTH ON THE FIRST PAGE OF THE AGREEMENT AND ORDER ACKNOWLEDGEMENT. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR LOST PROFITS, LOST SAVINGS, PERSONAL INJURIES, INCIDENTAL DAMAGES, ECONOMIC LOSS, PROPERTY DAMAGE, OR ANY OTHER CONSEQUENTIAL,

INDIRECT, INCIDENTAL, OR PUNITIVE DAMAGES, EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

## **In-Store Cameras**

In-store cameras are used to assist in loss prevention and to protect the valuable internal and customer belongings while you are in the store.