



Pro-Audio Service Division

Client Service Agreement

Client agrees to the following terms and conditions prior to submitting the Item to Service Provider:

1) **Definitions.** The following definitions shall apply for this Agreement:

- A) **“Service Provider”**: Dynastar Electronics -- Pro-Audio Service Division.
- B) **“Client”**: the person or business submitting Item for service to Dynastar Electronics.
- C) **“Item”**: the item(s), unit(s) or product(s) submitted to Dynastar Electronics for service.

2) **Submission of Repairs/Service.** Any Item submitted to Service Provider must accompany a fully completed and signed Repair/Service Submission Form which provides clear written instructions pertaining to the specific problem related to each Item, as well as its model and serial number. If Client requires an estimate before work is to commence, then Client is required to initial the Repair/Service Submission Form where indicated. Otherwise, the Item will be deemed “approved for repair and/or service” and automatically forwarded through the repair/service process. Any Item waiting for an estimate approval by Client exceeding ten (10) business days shall be inventoried as “Do Not Repair” by Service Provider and Client shall pay an estimate charge fee. Service Provider reserves the right to refuse repair or service any Item for any reason.

3) **Ownership and Authority.** Client represents and warrants that Client is the sole or legal owner of the Item and/or has the legal authority to have the Item serviced by Service Provider. Client shall indemnify and defend Service Provider for any and all claims, including without limitation reasonable attorneys’ fees and costs, arising out of or related to any dispute of ownership or authority regarding the Item or any breach of this Client Service Agreement.

4) **Incomplete Work.** Client acknowledges that sometimes services cannot be completed due to unavailable parts or components, strikes, Acts or God, or other reasons outside of the control of Service Provider. In these situations, Client and Service Provider will work together to determine a reasonable cost for the work performed by Service Provider. In no event shall the cost of such service be less than an estimate charge fee.

5) **Return of Parts.** Any and all parts returned to Client shall be at the sole discretion of Service Provider. Any return of parts requested by Client must be requested on the Repair/Service Submission Form prior to service or the parts may be discarded.

6) **Product Modifications.** Service Provider shall not be responsible for voiding any factory warranties after any services or alterations are performed, nor shall Service Provider be responsible for any damage or safety related issues arising from performing the services. Client acknowledges and agrees that any Item submitted for modification may not be restored back to its original state or condition. **Any and all modifications are at “Client’s own risk”.**

7) **Payment.** Full payment shall be made upon completion of the services. The Item will be made available to Client only once full payment is received by Service Provider. Client will be charged an estimate charge for assessing the cost of repairs or service even if Client does not elect to have Service Provider perform the repair or service.

8) **Abandoned Equipment.** Any equipment not paid for in full and picked up from Service Provider within 30 days after notification of completion will be considered abandoned and become the property of Service Provider. Service Provider will store the Item for up to 14 days after the completion date with no charge, after which Service Provider will apply a \$35 storage fee. 30 days after the completion date, Service Provider reserves the right to sell the Item to recover any losses on the outstanding balance on services, repairs and products rendered on abandoned equipment, including, without limitation, storage charges, processing, and the cost of sale.

9) **LIMITATION OF LIABILITY.** SERVICE PROVIDER SHALL HAVE NO LIABILITY FOR FAILURE TO PERFORM OR DELAY IN PERFORMING THE SERVICES IF THE FAILURE OR DELAY IS DUE TO CIRCUMSTANCES BEYOND SERVICE PROVIDER'S CONTROL. IN NO EVENT WILL SERVICE PROVIDER HAVE ANY LIABILITY FOR ANY CONSEQUENTIAL, SPECIAL, PUNITIVE OR INDIRECT LOSS OR DAMAGES REGARDLESS OF WHETHER SUCH DAMAGES ARE BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY.

10) **LIMITED WARRANTY.** EXCEPT AS SPECIFICALLY PROVIDED HEREIN, THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING THE ABOVE, SERVICE PROVIDER SHALL PROVIDE A LIMITED WARRANTY RELATED TO THE REPAIR SERVICE SPECIFIED IN THE REPAIR/SERVICE SUBMISSION FORM. THIS LIMITED WARRANTY APPLIES ONLY TO THE SERVICE; THERE IS NO WARRANTY EXPRESS OR IMPLIED FOR ANY PART(S)/PRODUCT(S) WHICH MAY BE USED IN THE SERVICE. SUCH LIMITED WARRANTY SHALL BEGIN ON THE DAY THE ITEM IS RETURNED TO CLIENT AND AUTOMATICALLY EXPIRE THIRTY FIVE (35) DAYS THEREAFTER. CLIENT ACKNOWLEDGES THAT THIS LIMITED WARRANTY SHALL APPLY ONLY TO THE ORIGINAL SERVICES REQUESTED BY CLIENT AND NOT TO ANY OTHER PROBLEMS WITH THE ITEM. THE SOLE LIABILITY OF SERVICE PROVIDER UNDER THIS SECTION 10 SHALL BE TO CORRECT ANY ERRORS CAUSED SOLELY AND DIRECTLY BY SERVICE PROVIDER, OR, IN SERVICE PROVIDER'S SOLE DISCRETION, PROVIDE A REFUND TO CLIENT. THIS LIMITED WARRANTY IS FOR THE BENEFIT OF CLIENT ONLY AND IS NONTRANSFERABLE.

11) **MULTIPLE ITEMS.** If Client has submitted multiple Items for repair, the terms and conditions of this Client Service Agreement shall apply to each Item submitted and the limited warranty in Section 10 shall initiate on the return of each Item.

12) **REPAIR PARTS FROM CLIENT.** Service Provider shall not be responsible nor liable for any damage caused by repair part(s) submitted by Client.

13) **AUTHORIZED WARRANTY SERVICE CENTER WORK.** Client must verify warranty status and submit factory requested paperwork meeting all requirements prior to Service Provider performing any warranty work. Client assumes all financial burden owed to Service Provider in lieu of factory in the event labor reimbursement to Service Provider is halted for any reason.



Professional Audio Service Division

Repair/Service Submission Form as of January 1, 2020

Incomplete forms will delay service. Use one form per Item- please print legibly in ink. Payment method: Currency/Check/Paypal.

Company/Name ("Client"): _____

Address: _____

City: _____ State: _____ Zip: _____ Country: _____

Home Phone: _____ Work Phone: _____ Cell Phone: _____

Email Address: _____

Manufacturer: _____ Model Number: _____ Serial #: _____

Other items or accessories submitted: _____

List any and all cosmetic defects prior to repair: _____

Is Problem: <input type="checkbox"/> Intermittent? <input type="checkbox"/> Consistent?	Problem Occurs: <input type="checkbox"/> Immediately <input type="checkbox"/> When unit is "Hot"	Unit Been Dropped? <input type="checkbox"/> YES <input type="checkbox"/> NO	Is this a factory warranty repair? <input type="checkbox"/> YES <input type="checkbox"/> NO	Has unit been serviced before? <input type="checkbox"/> YES <input type="checkbox"/> NO	Has unit been modified? <input type="checkbox"/> YES <input type="checkbox"/> NO
--	---	--	--	--	---

Describe problem/requests in detail: _____

____ (Initial here) If you do not want us to service or repair the Item until you receive and approve an estimate.

____ (Initial here) If, in the event service or repair results in the permanent removal and/or discarding of a part, you want the discarded part returned to you at your expense following the service or repair.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS IN THE "CLIENT SERVICE AGREEMENT" EFFECTIVE JANUARY 1, 2020:

Signed: _____ Date: _____

My item was checked out and returned to me:

Sign: _____ Date: _____

Include this signed form with submitted item. Retain pages 1-2 for your records. If shipping, pack unit in box properly, then ship to:

Dynastar Electronics • 1531 E. Starpass Drive • Fresno, CA. 93730 • Tel. 559-433-9700
dynastarelectronic@sbcglobal.net • www.dynastar-electronics.com