



TECHNOLOGY SOLUTIONS FOR BUSINESS

MG CONSULTING, INC. | [WWW.MGC-INC.COM](http://WWW.MGC-INC.COM) | PDX TEL 503.579.2031 FAX 503.590.6804 | SEA TEL 206.522.3113 FAX 206.729.6167 | PO BOX 872 • LAKE OSWEGO, OR 97034

## **MG CONSULTING, INC. SERVICES AGREEMENT**

By using our services, you agree to the following terms and conditions:

**Services.** MG Consulting, Inc., a Microsoft Certified Partner, provides technical computer services through its trained and experienced technical staff and contractors. The services provided include pre-purchase (survey, analysis, research and recommendations), purchase (sales, delivery, installation, configuration and training) and post-purchase (maintenance and repair). Although MG Consulting, Inc. strives for excellence in technical services, no particular outcome is guaranteed. Additional fees may be charged in regards to a particular issue even if a problem is not resolved after the initial visit.

**Goods.** MG Consulting, Inc. sells its own line of desktops, notebooks, and servers. MG Consulting, Inc. is also an authorized reseller for many computer products including Intel, Hewlett-Packard, APC, and Palm. The warranty covering these products is described in the MG Consulting, Inc. Warranty. Returns are subject to a 20% restocking fee and are only accepted for unopened products and within seven (7) days after the date of original sale.

**Fees.** Fees for services are based upon the number of hours worked, whether in-shop or on-site, unless a written agreement is made in advance for a fixed-fee or other type of arrangement. MG Consulting, Inc. is not bound by any quote or estimate provided unless it is in writing and signed by an officer of the company. Our standard hourly rate may change from time to time without notice and will be charged unless a different rate has been agreed upon in advance in writing. A surcharge of fifty percent (50%) of the standard hourly rate will be charged for services provided outside of normal business hours or if an on-site response is required within one hour (emergency response). Fees are rounded up to the nearest quarter-hour. On-site service calls are charged a minimum fee of one hour. An on-site travel fee equal to the then-current IRS mileage deduction, with a minimum charge of \$25, is charged for clients located outside of the Portland-metro area. In addition to fees, the client is responsible for any third-party services, software, hardware, goods, supplies, or consumables utilized in the performance of the services. Payment is due upon rendering of the services unless credit terms are arranged in writing in advance. A late fee of 1.5 percent per month will be charged on invoices not paid when due. MG Consulting, Inc. accepts Visa, Mastercard, American Express, and Discover cards.

**Licenses.** It is the responsibility of the client to comply with all software licensing contracts, agreements, and applicable laws, including those for "freeware" and "shareware." MG Consulting, Inc. is not responsible for maintaining software licensing records for the client or monitoring the client's compliance with software licensing requirements.

**Warranty.** MG Consulting, Inc. will provide services in a timely and workmanlike manner, using knowledge and skill for performing services which meet generally accepted standards in the community and region where the services are performed, and will provide a standard of care equal to, or superior to, care used by service providers similar to MG Consulting, Inc. on similar projects. EXCEPT TO THE EXTENT EXPRESSLY PROVIDED HEREIN, MG CONSULTING, INC. DOES NOT WARRANT THE SERVICES PROVIDED HEREUNDER, AND THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE. IN NO EVENT SHALL MG CONSULTING, INC. BE LIABLE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, INTERRUPTION OF BUSINESS OR LOST PROFITS, ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE PERFORMANCE OR BREACH THEREOF, EVEN IF MG CONSULTING, INC. OR AN AUTHORIZED REPRESENTATIVE HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. MG CONSULTING, INC.'S LIABILITY, IF ANY, SHALL IN NO EVENT EXCEED THE TOTAL AMOUNT PAID TO IT BY CLIENT FOR THE SERVICES RENDERED IN DISPUTE. IN NO EVENT SHALL MG CONSULTING, INC. BE LIABLE FOR ANY DAMAGES RESULTING FROM OR RELATED TO ANY FAILURE OR DELAY IN THE PERFORMANCE OF SERVICES UNDER THIS AGREEMENT. The aforementioned warranty is supplemented by MG Consulting, Inc.'s limited warranty for goods.

**Miscellaneous.** MG Consulting, Inc. shall have a security interest for all amounts due by client upon all of client's equipment, whether in client's possession or in MG Consulting, Inc.'s possession, and reserves all rights and remedies under the Uniform Commercial Code. Any disputes arising between the parties out of this Agreement shall be resolved through binding arbitration administered by, and pursuant to the rules of, the Arbitration Service of Portland, and costs and expenses, including reasonable attorney fees, shall be awarded to the prevailing party. This Agreement shall be construed in accordance with the laws of the State of Oregon, and venue and jurisdiction for any dispute, arbitration, or litigation arising out of this Agreement shall lie in the County of Washington in the State of Oregon. This Agreement contains the entire agreement of the parties in regards to services provided by MG Consulting, Inc. This Agreement supersedes any prior written or oral agreement between the parties.