Here are my answers, in my voice about Tom's Answer. I provided NO emails to Tom indicating that I would provide a "new" system and in fact the email he insists "proves" that we never ordered him a system is in fact my attempt to clarify that no additional "new" systems were going to be provided. Kyle and Tom had talked about purchasing additional virtualization hardware to continue troubleshooting his configuration to which he agreed. When I sent the email he says "proves" I never ordered him a PC I specifically mention that I'm getting virtualization hardware. He does not reply back, he does not ask any further questions, he does not say "Hey I want a refund that's not what I agreed to." Instead, he KNEW that we had already tested his cards in this replacement / backup system that we sourced, and that we were going to use virtualization as a means of knowing FOR CERTAIN what the cause of the underlying issues were. He KNEW that the first system that we sourced was also “not working” as a solution to integrating the MTI software with his ISA cards.The lapse I am specifically addressing is the absurdity that we would be providing any kind of "new" Pentium II. We had already sourced one Pentium II, sourcing another “new one” as a means of troubleshooting his ISA controller cards was absurd outright.

I agree with Tom, that the $678 he paid was ONLY for the PC, the transfer of the data, and the transfer of HIS old ISA cards. His EXPECTATION was that we were providing this machine as a "Backup" to his old machine. This would strongly imply that the OPERATING SYSTEM, SOFTWARE, LICENSING, and REQUIRED DRIVERS for his legacy ISA cards would be installed on an IDE hard disk - a DISK that was never paid for otherwise promised as part of providing the Pentium II system as Kyle had original quoted.. Kyle had told Tom, in person at the point of sale, that the system would require extensive configuration before it could or would operate as a backup, and Kyle spent considerable time talking to Tom about the missing communication protocol for his MTI ISA cards. Tom acknowledged Kyle’s troubleshooting efforts and even agreed that he would need to get back to us for us to complete the job after sourcing the information from MTI. Later, in July, when Tom indicated that MTI was going to be present at his location, IN GOOD FAITH, Kyle returned Tom’s original PC and the ISA cards necessary for troubleshooting to Tom. Kyle indicated to Tom that he owed 6 hours of tech time at the point of sale, to which Tom claimed he had “Forgotten his wallet.” Kyle also indicated to Tom that the IDE disk was failing, and that without replacement the configuration, software, licensing, and all efforts to make the welding machine work could be lost.

Tom returned to our shop in September to have Kyle fix his “broken” computer. Indeed, the hard disk had failed. Kyle sourced a refurbished IDE hard disk, and using the cloned operating system he had created in order troubleshoot Tom’s configuration, returned to Tom a working system. This work would have been completely impossible if Kyle had NOT previously virtualized this operating system and kept an on-site backup IN GOOD FAITH as a tool to complete Tom’s welder control project. Kyle did NOT charge Tom for data recovery, OS integration, data transfer, licensing transfer, or driver configuration as all of these steps had been completed previously as part of our attempts to resolve Tom’s welder control issues. He was only billed one hour of time for the physical integration and testing of the IDE hard disk, plus the cost of the disk.

We also agree that Tom was denied NUMEROUS TIMES payment terms, any payment agreement, or invoicing terms. Due to the HIGH RISK inherent in Tom’s Welder Control Project, Tom was given CASH ON DELIVERY terms. This means that we DO NOT provide itemized invoices prior to payment. Instead, customers pay for their services and are provided an itemized receipt at the point of sale - much like checking out groceries at the store. We had clearly indicated that the “item” Tom owed for was labor that was required to complete the “backup PC” portion of his Welder Control Project. Tom’s Pentium II backup PC was never tendered to him because at the time when Kyle requested payment for six hours of labor that had been performed up to that date on July 11, Tom denied his request by claiming he did not have a payment method. He later called and asked for an “itemized invoice” to which we denied his request. He was told he could come settle up at the point of sale and we would provide an itemized receipt at that time.

We never made any agreement to “exchange for the computer payment” and indeed he owes us for the labor of preparing his system, plus an additional two hours for the virtualization attempts that Kyle properly completed and subsequently utilized for the restoration of his original tower. I’d contend he also owes us for the USB to ISA adapters, but they were only purchased as an attempt to decisively KNOW why ISA cards were not working. They did serve that purpose and Kyle confirmed definitively that the issues stemmed from missing communication protocol to properly initilize the ISA cards. This information is only privy to the manufacturer MTI and is not something that we could decipher without extensive additional troubleshooting

We attempted to deliver the PC several months after he abandoned the project by taking the ISA cards that were necessary for proper testing and troubleshooting. He denied those attempts. Asking for a refund is outright absurd, the Pentium II is a custom order part, and the refund window is well beyond any supplier or vendor’s terms. Additionally, he showed up to our Point of Sale demanding a sum of “$900” which is a considerable amount GREATER than the $678 he paid. Kyle has no way to perform a refund beyond a 90 day window, and Tom had been inside our store plus communicated with us numerous time in that 90 day window. It wasn’t until numerous months later when he had abandoned the project that he asked for a refund. We had no indication that he was unable, unwilling, or incapable of completing his Welding Control Project - he has the welder, he has the original tower, he has the ISA cards. There is nothing else we could do.