**Terms & Conditions**

These are the guidelines for the proper use of Server-part.com, our products and services.

You agree to use our website in accordance with the Terms and Conditions of Use (TCUS). This includes our privacy policy and other guidelines that we may update and modify as time goes by. We also have compiled these guidelines for your reference. If you do not agree with our Terms and Condition of Use, we ask you to refrain from using our website.

Server Part (the "Company") reserves all rights to modify its TCUS whenever necessary. It is the users' responsibility to check our website from time to time for any updates or changes. Your presence on the website and your use will be considered acceptance of any changes following the Server Part TCUS changes.

Our website is not intended for children under 13 years old. We prohibit them from posting any personal or identifiable information. Individuals under 13 years old are not allowed to use our website.

**Access Rights and Authorization**

The Server part (the "Company") gives users the right to browse and access this website for personal, commercial or noncommercial purposes. This includes but is not limited to purchasing items for resale or use. Our authorization and access rights do not allow us to perform the following:

* Reselling the website or its contents
* Except where specifically authorized, it prohibits the collection or use of its product titles, descriptions, prices, and titles.
* Plagiarism and copying of our website or its contents
* Data mining, robots, data gathering and extraction tools are not allowed.

The entire US copyright law, and international treaty, covers Server Part (the "Company") as a whole. Without consent, it may not be reproduced, duplicated, imitated or sold for illegal and unacceptable purposes.

Any illegal or malicious use of the website will immediately cause the license to be terminated and rights granted by the company. You may also be subject to legal examination and trial.

The Company, its associates and partners, co-brand accomplices and Licensors are granted a limited, revocable and inclusive right to create hyperlinks to any page on the website. However, it is prohibited from displaying the Company, its partners, partners, cobrand accomplices, Licensors and any other partners' products or services in a misleading, harsh, invasive, or harming manner.

If you use any Licensor or associate, subsidiary or co-branding partner, logo or registered graphic associated with Server Part in a link to this website, it is strictly forbidden unless the Company, its subsidiary or associate, cobrand partner or another Licensor has given written permission.

**Product Listings & Content**

Server Part strives to provide accurate information about all its products, including their descriptions, titles and displayed images, prices, links, compatibility reference, and any other information that may be mentioned on the site. Server Part cannot guarantee that all information and related content, regardless of source, is accurate, reliable, up-to-date, or error free.

Server Part's website content is provided for informational purposes only. It does not endorse any product, service, reseller, manufacturer or other related entities. Server Part does not accept responsibility or assume any risk regarding a product's content or title, representation, description or inaccuracy. The company reserves the right to refuse or reject orders for any product or service that contains incorrect data. This includes the right to immediately review and correct the information.

**Links to Sites & Businesses**

Our website contains hyperlinks to help users make their purchasing decision. These links can be used to link to other manufacturer's websites or informational third-party blogs sites. Review sites, as well as other sites associated with companies, partner sites, and other sources. The Company provides links only for informational purposes. The Company doesn't endorse the content of third-party sites or their business practices.

Server Part does not accept any obligations or responsibilities in relation to assessing such content, other businesses. The Company does not warrant or guarantee any responsibility regarding any offered product or service, endorsements or business practices of any linked entity or individual or any offered content on its website(s). It is your responsibility to review and evaluate their privacy and TCUS statements.

Server Part does not have any control over the linked businesses or their business operations or processes. The Company does not control or take responsibility for the legality and safety of products and services on any hyperlinked site or business. It also does not manage or control transactions on linked websites and businesses.

If there is any dispute or misconduct between the user and the business site that it redirects to through Server-part.com to any extent allowed by law, the user holds harmless Server Part. and its members, affiliates, and any other parties to the agreement. The user also releases Server Part., its subsidiaries, associates or officers, workers, agents or legal representatives from any and all claims and damages, known or unknown.

If the user is a California resident and uses our site, you hereby waive any rights under California Civil Code 1542. "A general release does no extend to claims that the creditor doesn't know or suspect exist in his favor at the time of executing it. This, if known, must have materially affected the debtor's settlement with him."

**Brand Trademark**

Server Part trademarks, service marks and logos (the "Trademarks") are registered trademarks. All links to Server Parts Trademarks and to Server Parts Sites must conform to the (TCUS).

Server Part's trademark, brand, language syntax, and contents cannot be purchased. You also can not create its byproducts or purchase the keywords mentioned to drive traffic to their competitors.

**Order Acknowledgement**

You will receive an order acknowledgement from Server Part when you order a product from their product listing. This acknowledgement allows you to confirm and acknowledge your order. However, it is not a contract. It does not constitute order acceptance.

Server Part will decide whether to fulfill your order after you have placed an order. Server Parts reserves all rights to cancel or limit orders for any reason that may not be disclosed.

You agree to all Terms and Conditions (TCUS), when you place an order with Server Part. This includes Server Part Terms & Conditions of Sale. Server Part has the right to refuse to accept or limit orders for any reason. This includes credit review, product unavailability, errors in product descriptions and prices posted on the Site.

You agree to limit Server Part's liability to the actual purchase price of the product. Server Part's liability doesn't include shipping and handling fees, which are non-refundable at all times.

**Pricing**

All prices are quoted in US Dollars. Excludes tax, duty, customs and forwarding duties. International orders may also be subject to freight and handling fees in the user's country. All products sold to Texas customers are subject to sales tax. If you are a Texas resident reseller, you will need to present a valid certificate of exemption from resale taxes. Your sales tax will be assessed and waived if you do not provide your resale exemption certificate.

**Delivery Disputes**

All products will be shipped FOB Server Part's warehouse unless otherwise specified.

Customers must contact their carrier service immediately in case of damage, delay or loss during delivery.

Customers have the option to provide shipping instructions to the carrier service during order placement. Server Part will use the best shipping method to deliver the ordered product if the customer does not communicate any instructions. The Company will not be held responsible for any delays or damage that may occur during freight delivery. The Company will store any ordered products at the risk of the customer if there is a delay in shipping.

**Product at Risk**

FOB shipping means that any loss, damage, or risk to the product is solely the responsibility of the customer, their representative or freight/carrier services.

**Order Cancellation**

Server Part orders cannot be modified or cancelled by customers without Server Part's written consent.

All orders that are cancelled, changed, or replaced will be subject to a $25 handling fee or 15% of their total value.

You can cancel or modify your order by calling our customer service number or sales support during normal business hours. You cannot cancel orders via email.

Server Part can cancel or reject an order at its discretion in the event of non-availability, backorder status, or product discontinuance. We apologize for any inconvenience.

We ask that you be aware of, verify, or understand the fact that not all products in our listings are in stock. Please review the stock information before placing an order.

The RMA Department will send the product to the customer if the Company does not stock the product or it is no longer available. The customer will be offered two options in such cases:

* Server Part will send you a replacement item of a similar quality, or
* Server Part will issue a refund equal to the current market price of the product. In such cases, the current market price price cannot exceed the original invoiced price.

**Jurisdiction Location**

If any legal action is initiated to deduce or impose the terms of the Agreement, jurisdiction and venue will be in the Municipal and Superior Courts of the State of Texas and/or the United States District Court Central District of Texas.

**Central Law & Regulation**

All questions regarding the structure and creation of this agreement and the rights and responsibilities of each party, as set forth in the documents terms, will only be resolved and settled under the applicable law of the State of USA.

**Attorney's Fee**

Settlement proceedings will be conducted in accordance to the implementations or clarifications of the agreement. Any alleged breach, misconduct or dispute shall result in either the successful party or the principal party being allowed to recover reasonable attorney’s fees or any other costs.

**Drop Ship Requests from Customers**

If a customer asks our Company to ship or deliver their product to another party, both the customer and the recipient will be bound by the terms and conditions of the agreement.

**Conflicting Terms**

Without written consent from Server Part, any terms and conditions that may be included in customer's orders and which might conflict with Server Part TCUS will be null. Server Part accepts all orders.

**Confirmation and Acceptance**

Server Part site allows you to create and accept the Terms and Conditions of use. Acceptance of any product purchased by a customer shall be considered an acknowledgement of all TCUS.

**Purchase money Security Interest**

Server Part is granted the right to a 'continuing buy money security interest' when an order has been successfully completed, delivered and accepted by the customer. This security will be used to ensure timely or due payments of any outstanding amounts under any customer purchased order. This agreement grants the right to all products and any proceeds that the customer may have any title, interest, or rights in.

Customers will join Server Part upon its prompt request to complete financing statements, adjustments or continuation statements and to pay the filing costs thereof. Server Part may also estimate the filing cost. Customer shall complete all documents and devices and give them to Server Part as requested to fully execute this Security Interest.

Server Part reserves all rights to request remedies if the buyer/customer defaults under the security agreement.

**Copyrights**

Server Part does not make any representations, either known or unknown, about any intellectual property rights that it might have or which may be displayed on its product listings.