



RMA Department
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 Houston, TX 77043
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 Toll Free: 1-855-893-1394
 Fax: (713) 430-3999
Support@servermonkey.com

RMA Request Form

<i>RMA Number Issued:</i> <i>Date Issued:</i>
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Instructions:

1. Complete this form. 2. Fax/Email it back with your order number(s) or invoice number(s). 3. We will fax/email back this form to you with a RMA# assigned (upper right hand corner of this form) 4. Ship the units to "RMA Department". Be sure to write the RMA # on the package.

<p><u>Returned Merchandise Information:</u></p> <p>All returns require an RMA number. An RMA Number is valid for 15 calendar days after it is issued.</p> <p>Refunds are applied to the payment method used at the time of purchase and will be issued 3-5 business days after our receipt of the returned merchandise.</p> <p>In certain cases, a 15% re-stocking fee may be applied. See terms and conditions for details.</p>

<i>Order or Invoice number:</i>	<i>Date Order was Placed:</i>
<i>Company / Customer Name:</i>	
<i>Address:</i>	
<i>City, State & Zip:</i>	
<i>Phone Number:</i>	<i>Fax Number:</i>
<i>Contact:</i>	

Merchandise Returning:

<i>Qty.</i>	<i>Part Number</i>	<i>Description</i>	<i>Serial Number (s)</i>	<i>Reason for return</i>

For RMA Department Only

<i>Authorized by:</i>	<i>Customer assigned:</i>
<i>RMA Request Date:</i>	<i>Invoice number:</i>
<i>Date Received:</i>	<i>Date Closed:</i>
<i>Re-Stocking Fee (Y/N):</i>	<i>Notes:</i>

Returns Policy

New and unopened items may be returned within 30 days of delivery, with limited exceptions. Confirmed returns are usually processed within four weeks of ServerMonkey.com's receipt of the returned item (to cover transit and processing time). If you need to return an item, simply login to your account, view the order using the "Complete Orders" link under the My Account menu and click the Return Item(s) button and complete the RMA Form. A 15% restocking charge may be charged for returns of non-defective items. You will receive email confirmation when your request has been verified and processed.

Tax Exemption

If you are making a tax-exempt purchase or if you are a reseller, please call our sales department at 713-430-2182 prior to ordering to set up a tax-exempt or resale account to process your order. ([download forms here](#)). To expedite the process, please complete either the reseller or tax exemption form and email it to sales@servermonkey.com.

Shipping

ServerMonkey.com can ship to virtually any address in the United States. Due to U.S. Export laws, however, certain restrictions may apply. Orders that do not require special configuration (parts and screens) received by 1 pm (CST) are usually processed and shipped the same day based on availability of your items and the shipping options you choose. For orders requiring custom configuration ([servers](#) and [Cisco switches](#)), please allow 3-4 business days for your order to ship out. Orders requiring custom configuration require 2-3 business days for processing. Note that shipping charges are weight based, rounded to the next full pound. Item weight information can be found on the item detail page.

Warranty

ServerMonkey.com warrants that its covered refurbished servers will be free from electrical failures under normal use for a period of one (1) year from the date of purchase. Other hardware designated as "Refurbished" or "Used" have a thirty (30) day warranty against electrical failures. All warranties for ServerMonkey.com products ("Products") shall be subject to the following:

- I. **Exclusive Remedy.** For products confirmed to be defective, Buyer's exclusive remedy shall be, at ServerMonkey.com's option, to either refund Buyer's purchase price for Product as reflected in the invoice (less any rebates or discounts), or to replace Product with the same or similar products meeting the description of the returned Product as set forth on the invoice. The warranty period for replacements shall be the period remaining under the limited Warranty Period for the Product that was replaced. Buyer shall bear the cost of returning Product to ServerMonkey.com's facilities and if ServerMonkey.com sends replacements, ServerMonkey.com shall bear the cost of sending the replacements to Buyer's facilities located within the continental United States.
- II. **Return Materials Authorization Procedure.** In order to recover under this limited warranty, Buyer shall strictly comply with the following Returns Materials Authorization Procedure:
 - a. Lodge the RMA form through ServerMonkey.com's website within thirty (30) days of the alleged electrical failure of the Product covered under this Warranty.
 - b. Attach a clear copy of the invoice and a detailed description of the Product that failed, including manufacturer part number, lot number, and the corresponding invoice number;
 - c. Provide a detailed written failure analysis report confirming the failure;
 - d. Properly package and return Product to ServerMonkey.com within twenty (20) days of ServerMonkey.com's issuance of the Return Materials Authorization. (RMAs are void after twenty (20) days of issuance.);
 - e. Adhere to ServerMonkey.com's return material authorization procedures then in effect.
- III. **Independent Testing.** ServerMonkey.com reserves the right to have the Product examined and tested to confirm the electrical failure and, if the failure is confirmed, the cause of such failure. Such testing shall be conclusive in determining rights under this Warranty.
- IV. **Exclusions:** ServerMonkey.com makes no warranty with respect to the following: (a) Products whose failures are due to accident, abuse, improper use (including but not limited to handling, storage, installation or de-installation), negligence, problems with electrical power, or products not supplied by ServerMonkey.com; (b) any Product which was modified contrary to the manufacturer's specifications; (c) any Product that was disassembled into component parts; (d) any Product that was removed from the original products supplied by ServerMonkey.com; (e) any Product if Buyer transferred ownership or possession of the product; (f) any Product that was shipped from the United States; or (g) any software that may be installed on Products. The warranty shall not apply to Product for which ServerMonkey.com has not received timely payment in full as reflected on the invoice.
- V. **Non-Transferable.** This warranty is non-transferable and applies only to the original Buyer of Product and shall not extend to Buyer's affiliates, customers or any other third party. ServerMonkey.com assumes no duty, express or implied, to any third party as a result of this Warranty.
- VI. **Changes.** ServerMonkey.com may modify, revise or cancel its limited warranties from time to time, at its sole discretion, and such change will not affect Product ordered by Buyer prior to the date of such change.
- VII. **DISCLAIMER.** Except as specifically provided herein, SERVERMONKEY.COM MAKES NO WARRANTY, STATUTORY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR INTENDED PURPOSE OR USE, NON-INFRINGEMENT OR ORIGINALITY.
- VIII. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL SERVERMONKEY.COM BE LIABLE FOR ANY CLAIMS ALLEGING NEGLIGENCE OR WORSE OR FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR PUNITIVE DAMAGES (INCLUDING BUT NOT LIMITED TO DOWNTIME COSTS OR LOSS OF USE, INCOME, DATA, PROFITS, OPPORTUNITY, OR GOODWILL) NOR SHALL SERVERMONKEY.COM BE LIABLE FOR ANY DAMAGE TO OTHER PRODUCTS, REGARDLESS OF WHETHER OR NOT SERVERMONKEY.COM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SERVERMONKEY.COM'S MAXIMUM AGGREGATE LIABILITY HEREUNDER SHALL NOT EXCEED THE SALES PRICE PAID FOR PRODUCTS.
- IX. **Law.** This warranty is governed by the laws of the state of Texas without giving effect to the principles of conflicts of law. In the event that any of the terms set forth herein is determined to be unenforceable, the other terms and conditions shall remain in full force and effect. Failure of ServerMonkey.com to enforce any of the terms and conditions of this Warranty shall not be deemed a waiver of any of ServerMonkey.com's rights and shall not affect the validity of the sale or this Warranty.
- X. **General.** The terms and conditions of this Warranty are incorporated and made a part of the [Terms and Conditions of Sale](#) found on back of each invoice. In the event of a conflict, the terms of this Warranty shall prevail.