

Computer Care Policies

Price, specification, and terms are subject to change without notice. Computer Care is not responsible for errors in typography and/or photography. All parts come with original manufacture warranty and no technical support. Customer pays return shipping on all services. Computer Care reserves the right to refuse service to anyone. Computer Care accepts the following payment methods:

- Visa
- Mastercard
- Discover
- American Express
- PayPal
- Pre-paid Company Check, Personal Check, Cashier's Check or Money Order (Note: All Prepaid Orders, including Cashier's Checks, take longer to process because all checks must first clear with the bank due to the existence of fraudulent checks.)
- C.O.D. orders U.S. Only please.

Computer Care offers the following shipping methods:

- UPS
- FedEx
- USPS to Alaska, Hawaii and Puerto Rico
- APO/FPO Welcome! - Takes 2-4 weeks plus 1-5 days processing time

Price matching / Price policy

Unfortunately, we do not currently offer price matching. For your convenience, all of our most current and lowest pricing is posted on our web site daily. Prices are not negotiable.

Combo Specials and Customer Appreciation Gifts

Combo Specials and Customer Appreciation Gifts are incentives Computer Care offers shoppers to compliment and/or supplement a purchase from our store. On applicable merchandise, select the desired Combo Special or Customer Appreciation Gift from the individual item listing and then click Add to Cart. Both items will be added to your shopping cart and the advertised discount will be applied at the Order Confirmation screen. Offers valid only while supplies last. Customers are only eligible for one Combo Special or one Customer Appreciation Gift per order (not both) regardless of the amount of individual items on the order offering said incentives.

Mail-in rebates

For your convenience, Computer Care does its best to advertise any current rebates on our web site. The prices listed on our web site do not include the rebate savings. Any use of these rebates is limited to any terms or conditions as determined by the manufacturer. If you have any questions regarding the rebate terms & conditions, please contact the manufacturer directly.

Sales tax

Sales tax is only required for orders shipping within our resident states of business. Therefore, all orders shipping within Texas will be charged the applicable sales tax

according to tax rate.

Item testing

Like any other retailers, all items are shipped as we received from the manufacturers. Computer Care does not test any item.

"Must be purchased with Hardware"

These items may not be purchased by themselves, and must be purchased with another item from our store. Any item in our on-line store will be sufficient. There are no minimum dollar requirements or specific hardware requirements.

Money Back Guarantee/Refund policy

Computer Care does not offer any money back guarantee. We do NOT accept returns for those items

that you change your mind after receipt. Model specific compatibility of any part with any model

is not the responsibility of Computer Care and will not be considered reason for return or refund.

If Computer Care should decide that a refund is in order,

Computer Care at it's sole discretion will issue said refund. Shipping charges are non-refundable, a 30% restocking fee will be subtracted from all refunds.

Visa,MC,AMEX, Discover and PayPal all charge a percentage of the purchase amount for the use of their services. These charges are non-refundable and will be deducted from any refund (usually 2.33% – 4% of total purchase amount.

Exception to all policies governing the return, replacement or repair of video cards.

Under no circumstances will Computer Care accept the return of video cards. Due to the varying terms and conditions of the different manufacturers, video cards must be returned

to the respective manufacturer for repair or replacement under their specific terms.

Computer Care cannot and does not service the warranty of video cards.

Physical damage policy

Physical damage to any product or its retail packaging purchased at Computer Care will effectively void the standard Warranty coverage.

Improper installation of CPU fans and/or improper clocking may cause CPUs to chip. CPUs that are chipped, burnt or have bent pins are considered physically damaged and cannot be returned for Repair/replacement. Improperly installed Video Graphics cards, over clocked, burned , chipped or otherwise damaged can not be returned for Repair/Replacement warranty. Physical damage includes but is not limited to improper handling and/or any other type of damage sustained by irregular usage and also includes damage or defacing of manuals, software, cables and misc. contents and original retail packaging.

Restocking fee

A 30% restocking fee will be applied to all returns. Shipping charges are non-refundable. No refund after 30 days.

Unfounded and Fraudulent Credit Card Chargeback Attempts:

Due to the increase in attempted fraud by contacting credit card companies and

attempting charge back of fees for merchandise delivered.

Computer Care will assess a \$30.00 U.S.D. Fee to any and all customers who attempts a charge back and Computer Care successfully defends said attempt.

Technical support

For most products, please contact the original manufacturer for assistance. Computer Care does not provide tech support.

Processing time

You can expect your order to be processed within approximately one to two "business" days, provided the items are in stock and there are no problems with the payment verification. Computer Care does not guarantee same day shipping but, will make every effort to ship orders received and processed by 4P.M. Central time on the same day. Orders will not be processed on weekends and holidays.

Order status

Computer Care will do everything possible to keep you informed of your order via e-mail. Your tracking number will be emailed to you once the item is shipped. You may also check online status page (Located in your Account Information) for live updates.

Security

Security is our number one priority. All on-line transactions are sent through our secure server and encrypted with 256-bit technology. Once the information is received through the internet, trusted authorized employees will process your payment, and make sure that your information is handled with the highest level of security.

Privacy

Computer Care Parts respects your privacy. We will not under any circumstances sell or release your information to anyone. All of the information obtained from you through our web site will be used for processing purposes only. The only e-mail you will receive from Computer Care are updates to any recent orders. In the event of a dispute of purchase Computer Care reserves the right to supply any and all customer and purchase information to the resolving body.

Change orders

You may request a change to your order, provided your order has not already been charged. Please call during business hours to change your order. Please always have your order number ready. Please never request change order via Email as we may not receive it in time. Orders may be changed at Computer Care's sole discretion.

Cancel orders

Orders to Computer Care are not subject to cancellation except at Computer Care's sole discretion. Please never request cancel order via Email.

Resellers

Unfortunately, we do not currently have a reseller or discount program available at this time. Computer Care currently already negotiates the best possible price for you, and offers these great discounts to all of our customers through our web site. Anytime we receive any specials or promotions, we will immediately post them on our web site for you to take advantage.

- Tax: All customers outside of Texas will not be charged any tax. Therefore, there is no need to fax or set up any reseller tax exemption form.
- For Texas: please place your first order as normal, and fax over your reseller permit and this form with your Sales Order number. We will remove all tax from your order. [Click here to view and print our reseller tax exemption form.](#)

Volume discounts

Unfortunately, we do not currently offer volume or wholesale discounts. Computer Care currently already negotiates the best possible price for you, and offers these great discounts to all of our customers through our web site. Anytime we receive any specials or promotions, we will immediately post them on our web site for you to take advantage.

Product listings

Computer Care product descriptions are not designed or intended to replace your personal product knowledge, experience and/or research.

Computer Care strives to be as accurate as possible in our product descriptions, compatibility references, information content, pricing, links and any other product information contained in or referenced on our site. However, occasional human error may occur and we therefore cannot guarantee that all product descriptions, specifications, pricing or any other content on the site is entirely accurate, complete, current, or that we are responsible for these errors. In the event that a product is listed at an incorrect price due to typographical, informational, technical or any other error, Computer Care at its sole discretion shall have the right to refuse or cancel any order for that product and immediately amend, correct or remove the inaccurate information. Moreover, all links on Computer Care are intended only to provide visitors with assistance finding additional information and professional opinion; however, due to the fast pace of the industry, complex nature and personal subjective experiences, reviews can become outdated or less accurate over time or even at inception and should therefore never be the sole determinate in a purchasing decision, or, most importantly, a substitute for doing one's own product research. Please remember to consider, you, our valued patron, are ultimately responsible for any purchase decision.

Product reviews

Computer Care is not a forum for product reviews. For product reviews, we recommend sites such as www.cnet.com, www.anandtech.com, and www.tomshardware.com. Computer Care is a private site that conducts the business of selling computer and printer hardware and as such, any specifications and information posted by Computer Care regarding products for sale must be factual. However, customer comments in regards to their experience with said products are the opinions of the user. The customer opinion reviews are used at the discretion of Computer Care as a marketing device for positive and constructive ways to share the benefit of the product. It is not used as a source for negative commentary as we cannot endorse the validity of any negative comment. Therefore, the Computer Care site is moderated to remove any unproven biased negative comments. It is not the intention of Computer Care to mislead any customer and therefore all purchase decisions should not be solely based on the product review.

Computer Care Purchase Agreement

By submitting an order for any product for delivery from Computer Care ("Computer Care"), you ("Customer") agree to be bound by the terms and conditions listed below. You and Computer Care agree that the following terms and conditions are the exclusive terms governing the sales transaction between Customer and Computer Care. Any attempt to alter, supplement, modify or amend these terms and conditions by the Customer will be considered a material alteration of this agreement and, therefore, are null and void. In addition, these terms and conditions are subject to change at any time, without prior written notice. Therefore, please check these terms and conditions carefully each time you place an order with or accept delivery of any goods from Computer Care.

1. **COMPUTER CARE GUARANTEE** Computer Care offers our customers a 30-day replacement guarantee under manufacturers warranty on all purchases, except:

- Video Cards and other computer expansion devices where the manufacturers warranty requires the return of defective items directly to the manufacturer.
- 7-day replacement guarantee on all CPUs, including refurbished processors. All other refurbished merchandise has a 15 day warranty period.

However, to take advantage of Computer Care's return guarantee policy, Customer agrees to comply with Computer Care's Product Return Procedure as below. Any breach of Computer Care's Return Policy Procedure will result in the loss of Computer Care's replacement/return guarantee. Furthermore, all return shipments not in compliance with these instructions will be rejected.

Product Return Procedure

- To return a product based upon Computer Care's replacement/repair guarantee, you must obtain a Return Merchandise Authorization ("RMA") number within the guarantee return period for the product (described above). Return link is found in your Customer Account – Order History. All RMA must be filed online. Computer Care will not accept returns without prior authorization and a RMA number. Once issued, RMA numbers are valid for 15 days within which return products must be received by Computer Care. RMA numbers will not be extended or reissued. Customer should prominently display the RMA number(s) on the shipping label of boxes containing the returned product.
- Customer is solely responsible for shipping any returned product to Computer Care. Customer agrees to use only reputable carriers capable of providing proof of delivery and insurance for the entire value of the shipment. Customer agrees to bear all shipping charges and all risk of loss for the return product during shipment. Customer agrees that all returned products will be 100% complete, in re-saleable condition, and will include the original packaging material, manuals, blank warranty cards, and other accessories provided by the manufacturer. Item must be return without damage to original retail package. If any component of the returned product is missing, defaced or otherwise damaged Computer Care's Return Procedure will be breached and Computer Care will reject the entire return or may choose to impose additional charges against the customer for replacement of the missing component.
- Computer Care will not refund to Customer the original shipping charges. In addition,

Computer Care will assess a 30% restocking fee against the Customer's account on all returns for refund if Computer Care at its sole discretion determines a refund is appropriate.

2. WARRANTIES

Computer Care is a distributor only. Products sold by Computer Care are not manufactured by Computer Care. The products may, however, be covered by each manufacturer's warranty, service, and support policy (if any). Computer Care assigns and passes through to the Customer any warranty of the manufacturer, and Customer acknowledges that it shall have recourse only under such warranties and only as against the manufacturer of the products. Computer Care **MAKES NO REPRESENTATION OR EXPRESS WARRANTY WITH RESPECT TO THE PRODUCT EXCEPT THOSE STATED IN THIS DOCUMENT.** Computer Care **DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY SUCH PRODUCT, INCLUDING AND WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES ARISING FROM STATUTE, TRADE USAGE, COURSE OF DEALING, OR COURSE OF PERFORMANCE.**

3. YEAR 2000 POLICY

Customer's only recourse for any "Year 2000" issue is as against the applicable manufacturer under its manufacturer warranty. Please contact the manufacturer to determine warranty coverage for "Year 2000" compliance problems. Computer Care **DISCLAIMS ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO "YEAR 2000" COMPLIANCE OF ANY PRODUCT, INCLUDING AND WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE RETURN POLICY OUTLINED ABOVE DOES NOT APPLY TO "YEAR 2000" COMPLIANCE PROBLEMS.**

4. LIMITATION OF LIABILITY

IN ALL CIRCUMSTANCES Computer Care'S MAXIMUM LIABILITY IS LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS SOLD minus any shipping charges and processing fees assessed by merchant processor or PayPal. Computer Care **SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE UPON A CLAIM OR ACTION IN CONTRACT, TORT, INDEMNITY OR CONTRIBUTION, OR OTHER CLAIMS RELATING TO THE PRODUCTS IT SELLS WHICH EXCEEDS THIS LIABILITY LIMIT.** Computer Care **SHALL NOT BE LIABLE FOR THIRD PARTY CLAIMS FOR DAMAGES AGAINST THE CUSTOMER, OR FOR MALFUNCTION, DELAYS, INTERRUPTION OF SERVICE, LOSS OF BUSINESS, LOSS OR DAMAGE TO EXEMPLARY DAMAGES, WHETHER OR NOT Computer Care IS APPRISED OF THE POSSIBILITY OF SUCH CLAIMS OR DAMAGES.**

5. GENERAL TERMS AND CONDITIONS

Payment Terms; Orders: An order is not binding upon Computer Care until it is accepted; Computer Care must receive payment before it will accept an order. Payment for product(s) ordered is due prior to shipment. Customer can make payment by credit card, or some other method prearranged with Computer Care. You agree to pay the amount(s) due as specified on the invoice, and you agree to pay interest on all past-due sums at a rate of 1.5% per month or the highest rate allowed by law,

whichever is greater.

Shipping Charges

Your total cost for purchase of any product including shipping and handling charges are shown on the Computer Care invoice.

Title; Risk of Loss

Computer Care will arrange for shipment of ordered product(s) to the Customer, Free On Board (F.O.B.) shipping point, meaning title to the product(s) -- excepting software-- and risk of loss passes to the Customer upon delivery to the carrier. Computer Care reserves a purchase money security interest in the product(s) until its receipt of the full amount due. Customer agrees to allow Computer Care to sign appropriate documents on Customer's behalf to permit Computer Care to protect its purchase money security interest. Title to software will remain with the licensor(s). All software is provided subject to the license agreement of the software maker. Customer agrees to be bound by any software license agreement once the seal on the package is broken. Computer Care will advise Customer of estimated shipping dates, but Computer Care will, under no circumstances, be responsible for delays in delivery, and associated damages, due to events beyond its reasonable control, including without limitation, acts of God or public enemy, acts of federal, state or local government, fire, floods, civil disobedience, strikes, lockouts, and freight embargoes.

Governing Law and Jurisdiction

Any dispute arising out of or related to these Terms and Conditions or the sales transaction between Computer Care and Customer shall be governed by the laws of the State of Texas, without regard to its conflicts of law rules. Specifically, the validity, interpretation, and performance of this agreement shall not be governed by the United Nations Convention on the International Sale of Goods. Computer Care and Customer consent to the exclusive jurisdiction and the venue of the State Courts of the State of Texas, Brazos County, to resolve any dispute between them related hereto, and the parties waive all rights to contest this exclusive jurisdiction and venue of such Courts. Finally, the Customer also agree not to bring any legal action, based upon any legal theory including contract, tort, equity or otherwise, against Computer Care that is more than one year after the date of the applicable invoice.

Severability

If any provision contained in this agreement is or becomes invalid, illegal, or unenforceable in whole or in part, such invalidity, illegality, or unenforceability shall not affect the remaining provisions and portions of this agreement, and the invalid, illegal, or unenforceable provision shall be deemed modified so as to have the most similar result that is valid and enforceable under applicable California law.

Waiver

The failure of either party to require performance by the other party of any provision of this agreement shall not affect in any way the first party's right to require such performance at any time thereafter. Any waiver by either party of a breach of any provision in this agreement shall not be taken or held by the other party to be a continuing waiver of that provision unless such waiver is made in writing.

Entire Agreement

These terms and conditions, together with Computer Care's invoice respecting the

products ordered by Customer, are the complete and exclusive agreement between Computer Care and Customer, and they supersede all prior or contemporaneous proposals, oral or written, understandings, representations, conditions, warranties, and all other communications between Computer Care and Customer relating to the subject products. This agreement may not be explained or supplemented by any prior course of dealings or trade by custom or usage.

Refurbished products

Refurbished merchandise are products that have either been returned to Computer Care or have been refurbished or remanufactured to OEM specification. These items are serviced and tested by the manufacturer and should be fully-functional and in OEM/Barebone condition.

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