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Genesis Global Terms & Condition of Sale

Customers and Quotes

Genesis Global will provide you with an accurate phone, written, fax, or e-mail quote. Quoted and actual price/availability/delivery on all equipment may slightly vary due to time elapsed between quote and purchase, market supply/demand conditions, inventory status and equipment's internal configuration. All equipment is subject to prior sale. All orders require a formal purchase order or signed credit card form.

Payment and Sales Tax

Genesis Global accepts payment via Wire Transfer, Cashier Check, Money Order, Visa, MasterCard, and American Express for all purchases. For customers on Net Terms, Genesis Global accepts Company Checks. All payments must be in US Dollars. Current billing addresses and phone numbers must be included with every order. Your credit card is charged at the time your order is shipped – not when the order is placed. Genesis Global charges sales tax to all customers in California.

Customer will be responsible for any costs or fees, including court costs and reasonable attorney fees incurred during collection efforts or litigation stemming from purchaser's breach of this invoice or Net Terms agreed to. All overdue invoices are subject to late fees and 18% interest charges.

Terms of Delivery

Genesis Global will mail/ship upon receipt of a formal purchase order (unless otherwise arranged). All sales are subject to availability. Special care is taken in the packaging of the equipment to ensure it is not damaged in transit. However, sometimes carrier damage occurs. Genesis Global is not liable for any damage that occurs during the shipment of any item. Any claims must be presented to the carrier.

Errors and Omissions

Due to human error, the Genesis Global staff may unintentionally communicate incorrect or outdated information regarding inventory, prices, or policies by way of verbal or published information. Therefore, Genesis Global does not guarantee the accuracy of any verbal or published information; and customer agrees to not hold Genesis Global responsible. In the event of an error or omission, Genesis Global has the right to refuse or cancel orders priced incorrectly and adjust the customer's credit card or account accordingly.

Order Cancellation

Orders, once placed, may not be cancelled without good cause. Genesis Global's company policy is to not to do business with customers who cancel orders without good cause, refuse to accept deliveries, and/or do not pay as agreed, or stop-payment on checks written to Genesis Global.

Product Returns

Genesis Global provides one-year warranty plans (for retail end-users only). If a customer wants to make a product return, a Return Merchandise Authorization (RMA) form is required within thirty days of the invoice date. The RMA Return Authorization form number must be clearly written on the returned package – if not, Genesis Global has the right to refuse unauthorized returns at the receiving dock. A 20% restocking fee will be charged to the customer.

For full information regarding Genesis Global's one-year warranty plan, please refer to the: Genesis Global End User One-Year Warranty Terms and Condition Policy. New equipment is sold under the manufacturer's warranty plans only.

Fitness for a Particular Purpose

Genesis Global is ready to assist you in choosing the right solution for your networking needs. However, the ultimate responsibility of compatibility and/or fitness within your computer network infrastructure or for a particular purpose lies with you – the customer. Any software present on used hardware does not come with any manufacturer's license. Please contact manufacturer for licensing requirements.

General Terms

All matters arising in connection with these Terms and Conditions or the enforcement or construction thereof shall be governed by and resolved in accordance with the laws of the State of California, without regard to conflict-of-laws provisions. Each party irrevocably (a) agrees that any suit, action or other legal proceeding arising from or relating to these Terms and Conditions shall be brought in a court jurisdiction in Placer County, California, which court shall have exclusive jurisdiction over any controversy arising from or related to these Terms and Conditions; (b) consents to the jurisdiction of such court in any such suit, action or proceeding; and (c) waives any objection it may have to the laying of venue of any such suit, action or proceeding in such court and waives any claim that any such suit, action or proceeding has been brought in an inconvenient forum. Service of process in any suit, action or proceeding may be made in any manner permitted by law. If any provision of the Terms and Conditions is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Genesis Global's failure to act with respect to a breach by you or others does not waive our right to act with respect to subsequent or similar breaches.

Disclaimer

At any time or situation Genesis Global cannot be held responsible for errors occurring due to circumstances beyond our control or those that occur inadvertently and is not be liable for any such occurring and resulting damages. Genesis Global makes no guarantees about products or services from any third party, which we may or may not have an agreement or relationship. Genesis Global and its affiliates do not control and may not necessarily endorse or sponsor the content of third parties on our web site or third party web sites. The marks and content that appear on our web site may be marks and content of third parties that are not affiliated with Genesis Global. All products mentioned are registered trademarks of their respective companies.

International Shipments

Genesis Global complies to all applicable laws and regulations issued by the Bureau of Industry and Security (BIS) and Export Administration Regulations (EAR) which regulate the export and re-export of commercial items. Genesis Global is not held responsible for tampered packages not in compliance with United States law. Duties and taxes are paid directly by the customer.

Manufacturer License Agreements

Genesis Global specializes in the sale of pre-owned network hardware and accessories (not software) and does not resell the software that may be loaded in the equipment. Therefore, the customer is responsible for abiding with OEM manufacturer licensing terms and conditions. Genesis Global does not load, revise, or remove software from any network equipment sold.

Trademarks

Genesis Global reserves the exclusive rights for all our published business logos, trademarks, and names of services. Other brand names for products, company logos, and trademarks and/or services belong to their respective owners and are used to identify the pre-owned marketable products.

Genesis Global Online Privacy Statement

Genesis Global does not sell, trade, or distribute customer's private information. Email addresses, your name, business, address, telephone numbers, credit card numbers, credit applications, and credit reports are used for internal purposes only. Genesis Global reserves the right to contact customers and appropriately use the information provided to process business transactions.

1. Notice and Disclosure

Genesis Global may collect the following information from online visitors: name, domain name, email address, site registrations, WebPages accessed, and information entered on web site's forms. Genesis Global uses this information for internal purposes only, and does not issue information to third parties for marketing purposes.

2. Choice/Consent

If customers sign up for an email list, they can opt out at any time.

3. Data Security

Genesis Global protects the customer's privacy and takes necessary steps to secure financial data and other private information provided by customers.

4. Use of Cookies

Genesis Global reserves the right to use cookies for the purpose of tracking end user traffic patterns within company web sites. The cookie data file only contains information as to the ID of the computer - this information is not shared or sold to any third party.

If you do not want to receive cookies, you can set your browser to warn you before accepting cookies and refuse to accept cookies to your computer. Visitors and customers do not need to have cookies turned on to use Genesis Global web sites.

Written Assurance

By signing the purchase order or credit card form, you hereby assure Genesis Global that, without a U.S. Bureau of Industry & Security License or License Exception, you will not:

1. Re-export or release U.S. controlled technology or controlled software or the source code for the software to a national of the following countries: Armenia; Azerbaijan; Belarus; Burma; Cambodia; China (PRC); Cuba; Georgia; Iran; Iraq; Kazakhstan; Korea, North; Kyrgyzstan; Laos; Libya; Macau; Moldova; Mongolia; Russia; Sudan; Syria; Tajikistan; Turkmenistan; Ukraine; Uzbekistan, Vietnam; or any other country not already mentioned above that may appear in Country Groups D:1 or E:2 of Supplement No. 1 to Part 740 of the U.S. Export Administration Regulations (EAR); or
2. Export to any of the countries noted above in sub-paragraph 1 the direct product of U.S. technology or software if such foreign produced direct product is subject to national security controls as identified on the Commerce Control List (CCL) contained in Supplement No. 1 to part 774 of the EAR [See General Prohibition 3, Section 736.2 (b) (3) of the EAR]; or

3. If the direct product of U.S. technology or software is a complete plant or any major component of a plant, export to any of the countries noted above in sub-paragraph 1 the direct product of the plant or major component if such foreign produced direct product is subject to national security controls as identified on the Commerce Control List (CCL) contained in Supplement No. 1 to part 774 of the EAR or is subject to U.S. State Department controls under the U.S. Munitions List (22 Code of Federal Regulations, part 121).

By signing the purchase order or credit card form, you agree to honor this assurance to Genesis Global after the expiration of the purchase order, any licensing agreements with Genesis Global, or any or all of the remaining provisions of Genesis Global's Terms and Conditions of Sale.

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