

Digi-Key Terms and Conditions

All orders placed with Digi-Key Corporation ("Digi-Key") for products available from Digi-Key (the "Products") are subject to these terms and conditions (the "Agreement"). Any purported change to the terms of this Agreement that is submitted by a purchaser in any additional documentation is hereby expressly rejected. Orders placed on forms deviating from the order form provided in this catalog (the "Order Form") may be accepted, but solely on the basis that the terms of such Order Form and this Agreement will prevail.

1. Order Validation and Acceptance

When you place an order, we may verify your method of payment, shipping address and/or tax exempt identification number, if any, before processing your order. Your placement of an order with Digi-Key is an offer to purchase our Products. Digi-Key may accept your order by processing your payment and shipping the Product, or may, for any reason, decline to accept your order or any part of your order. No order shall be considered to be accepted by Digi-Key until the Product has been shipped. If we decline to accept your order, we will attempt to notify you using the email address or other contact information you have provided with your order. Delivery dates provided in connection with any order are estimates only and do not represent fixed or guaranteed delivery dates.

2. Quantity Limitations

Digi-Key may limit or cancel quantities available for purchase on any order on any basis, and to alter the availability or duration of any special offers at any time. Digi-Key may reject any order, or any part of an order.

3. Electronic Communication

When you place an order with Digi-Key, you are required to provide valid contact information, which we may use to communicate with you regarding the status of your order, advise you regarding shipment of backordered products, and to provide you with any other notices, disclosures or other communications relating to your order. You agree that Digi-Key will not be responsible for any damage you incur, or information you do not receive, as a result of your failure to provide valid contact information.

4. Pricing and Product Information

Digi-Key purchases all Products directly from their respective original manufacturer. Digi-Key makes reasonable efforts to provide current and accurate information relating to the Products and prices, but does not guarantee the currency or accuracy of any such information. Information relating to Products is subject to change without notice. Prices are subject to change at any time prior to Digi-Key's acceptance of your order. In the event we discover a material error in the description or availability of a Product that affects your outstanding order with Digi-Key, or an error in pricing, we will notify you of the corrected version, and you may choose to accept the corrected version, or cancel the order. If you choose to cancel the order, and your credit card has already been charged for a purchase, Digi-Key will issue a credit to your credit card in the amount of the charge.

5. Late Payments; Dishonored Checks

You shall pay Digi-Key all costs incurred by Digi-Key in collecting any past due amount from you, including all court costs, collection costs, and attorney's fees. If a check you give us for payment is dishonored for any reason by the bank or other institution on which it is drawn, you agree to pay us \$20.00 as a service charge (if the check cannot be redeposited) pursuant to Minnesota Statutes § 604.113.

6. Out of Stock

If product you order is out of stock at time of order placement, you may elect to have it shipped on a subsequent shipment. Additional shipping charges will apply to each shipment. Backorders will be held based on your request.

7. Export Compliance

In addition to the United States and its territories, Digi-Key accepts international orders. Some Products may not be available for shipment outside the United States. All orders of international origin or destination are subject to export control laws, restrictions, regulations and orders of the United States. You agree to comply with all applicable export control laws, restrictions, regulations and orders of the United States or applicable foreign agencies or authorities. You shall not, directly or indirectly, sell, export, transfer, assign, use, or dispose of Products in a manner which may result in any non-compliance with applicable export control laws, restrictions, regulations, and orders of the United States or applicable foreign agencies or authorities. You are responsible for obtaining any license or other official authorizations that may be required to export, re-export or import Products. Diversion contrary to U.S. law is prohibited.

8. Freight Damage

If you receive merchandise that has been damaged in transit, it is important to keep the shipping carton, packing material and parts intact. Please contact a Digi-Key Customer Service representative immediately to initiate a claim.

9. Disclaimer of Warranties

Digi-Key agrees to transfer to you, at the time of sale, to the extent transferable, whatever warranties Digi-Key receives from manufacturers with respect to the Products sold by Digi-Key to you. COPIES OF SUCH MANUFACTURERS' WARRANTIES ARE AVAILABLE PRIOR TO THE PURCHASE OF PRODUCTS BY CONTACTING DIGI-KEY. DIGI-KEY, AND ITS AFFILIATES, INCLUDING, WITHOUT LIMITATION, DIGI-KEY INTERNATIONAL SALES CORPORATION (THE "DIGI-KEY PARTIES"), MAKE NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS WITH RESPECT TO ANY PRODUCT AND THE DIGI-KEY PARTIES EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT WITH REGARD TO THE PRODUCTS. THE DIGI-KEY PARTIES DO NOT WARRANT THAT THIS CATALOG IS ERROR-FREE OR THAT ERRORS IN THE CATALOG WILL BE CORRECTED. THE DIGI-KEY PARTIES DO NOT WARRANT THE ACCURACY OR COMPLETENESS OF THIS CATALOG. THE PRODUCTS ARE SOLD ON AN AS-AVAILABLE BASIS.

Your obligations and Digi-Key's remedies with respect to defective or nonconforming products, are solely and exclusively as stated in this Agreement.

10. Additional Disclaimers

Without limiting the disclaimers set forth in Section 9 above:

a. No Use as Critical Components

Products sold by Digi-Key are not authorized for use in life safety, life support, life sustaining,

surgical, human implant, nuclear, military, or aircraft applications or for any use or application in which the failure of a single component could cause substantial harm to persons or property, unless an authorized officer of the manufacturer has signed an agreement specifically governing such use. YOU AGREE TO INDEMNIFY THE DIGI-KEY PARTIES AND THE MANUFACTURER OF THE PRODUCTS FOR ALL DAMAGES THAT MAY BE INCURRED DUE TO USE OF PRODUCTS IN THESE APPLICATIONS.

b. Technical Assistance and Design Support Services

Digi-Key offers its Technical Assistance and Design Support Services solely as a convenience to Digi-Key customers. Digi-Key Technical Assistance and Design Support Services personnel strive to provide useful information regarding the Products. Digi-Key does not guarantee that any information or recommendation provided is accurate, complete, or correct, and Digi-Key shall have no responsibility or liability whatsoever in connection with any information or recommendation provided, or your reliance on such information or recommendation. You are solely responsible for analyzing and determining the appropriateness of any information or recommendation provided by Digi-Key Technical Assistance and Design Support Services Personnel, and any reliance on such information or recommendation is at your sole risk and discretion.

c. Geographic Limitations

Not all Digi-Key products or services are available to all persons or in all geographic locations. Digi-Key reserves the right to limit the provision of Products and services to any person, geographic area, or jurisdiction and to limit the quantities of any products or services that it provides.

d. Infringement Disclaimer

The Products may be subject to patent, trademark, copyright, design and other rights of third parties. Digi-Key shall in no event whatsoever be responsible or liable in the event of any claim of infringement of any such rights. If an order includes software or other intellectual property, such software or other intellectual property is provided by Digi-Key to you subject to the copyright and user license, the terms and conditions of which are set forth in the license agreement accompanying such software or other intellectual property. Nothing herein shall be construed to grant any rights or license to use any software or other intellectual property in any manner or for any purpose not expressly permitted by such license agreement.

11. Limitation of Liability

IN NO EVENT SHALL ANY OF THE DIGI-KEY PARTIES BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES (INCLUDING WITHOUT LIMITATION LOST PROFITS, LOST SAVINGS, OR LOSS OF BUSINESS OPPORTUNITY) ARISING OUT OF OR RELATING TO (I) ANY PRODUCT OR SERVICE PROVIDED OR TO BE PROVIDED BY DIGI-KEY, OR THE USE OR INABILITY TO USE THE SAME, (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THIS CATALOG, OR (III) ANY OTHER MATTER RELATING TO THE PRODUCTS OR SERVICES OF ANY OF THE DIGI-KEY PARTIES; EVEN IF ANY OF THE DIGI-KEY PARTIES HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SUBJECT TO THE FOREGOING, IN NO EVENT SHALL THE LIABILITY OF ANY OF THE DIGI-KEY PARTIES FOR PRODUCTS EXCEED THE PURCHASE PRICE FOR THE PRODUCTS, REGARDLESS OF THE LEGAL THEORY ASSERTED FOR SUCH LIABILITY, WHETHER IN CONTRACT, TORT, WARRANTY OR OTHERWISE.

Any cause of action against any of the Digi-Key Parties with respect to Products or services must be instituted within one (1) year from the date of purchase or provision of the applicable Products or services.

12. Indemnification

You understand and agree that you are personally responsible for your use or inability to use the Products and your reliance upon any information or recommendation provided by Digi-Key Technical Assistance and Design Support Services Personnel. You agree to indemnify, defend and hold harmless the Digi-Key Parties and Digi-Key's joint venturers, business partners, licensors, employees, and agents from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorneys' fees, resulting from or arising out of your use, misuse, or inability to use the Products and any service of Digi-Key, your reliance upon any information or recommendation provided by Digi-Key Technical Assistance and Design Support Services Personnel, or any violation by you of this Agreement.

13. Force Majeure

Digi-Key will not be liable for delays in delivery or for failure to perform its obligations due to causes beyond its reasonable control including, but not limited to, product allocations, material shortages, labor disputes, transportation delays, unforeseen circumstances, acts of God, acts or omissions of other parties, acts or omissions of civil or military authorities, Government priorities, fires, strikes, floods, severe weather conditions, computer interruptions, terrorism, epidemics, quarantine restrictions, riots or war. Digi-Key's time for delivery or performance will be extended by the period of such delay or Digi-Key may, at its option, cancel any order or remaining part thereof, without liability by giving notice to you.

14. General Provisions

This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. No waiver by Digi-Key of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default. If any part of the Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, it will not impact any other provision of the Agreement, all of which will remain in full force and effect. Any and all disputes relating to the Agreement are governed by, and will be interpreted in accordance with, the laws of the State of Minnesota, without regard to any conflict of laws provisions. The 1980 United Nations Convention on Contracts for the International Sale of Goods and the United Nations Convention on the Limitation Period in the International Sale of Goods, and any subsequent revisions thereto, do not apply to this Agreement. Any Dispute will be venue in a state or federal court situated in Minneapolis, Minnesota, and you hereby irrevocably submit to the personal jurisdiction of such courts for that purpose. No rights, duties, agreements or obligations hereunder, may be assigned or transferred by operation of law, merger or otherwise, without the prior written consent of Digi-Key. The obligations, rights, terms and conditions hereof will be binding upon and inure solely to the benefit of the parties hereto and their permitted respective successors and assigns. Any amendment to this Agreement must be in writing and signed by an authorized representative of Digi-Key.

More Product Available Online: www.digkey.com

Toll-Free: 1-800-344-4539 • Phone 218-681-6674 • Fax: 218-681-3380

15. Currency Information

This catalog is designed exclusively for purchases in U.S. dollars. For orders in currencies other than U.S. dollars, please visit www.digikey.com, click on "Change Country" and select the appropriate country/currency-specific website for ordering information. Print catalogs for certain non-U.S. currency countries (including Canada) are available upon request. If ordering by phone, please advise Digi-Key's sales representative of your currency preference when placing your order.

16. Payment

Digi-Key offers the following payment methods for payments in U.S. dollars:

For United States customers: We offer check, money order, MasterCard, VISA, American Express, Discover, C.O.D. and prepaid by wire transfer as well as open account credit to qualified institutions and businesses. Payment must be made in the currency in which the order was placed.

For Canadian customers: We offer all of the above payment options except Discover and C.O.D.

For Other International customers: We offer MasterCard, VISA, American Express, prepaid by wire transfer, cashier's check in U.S. funds, as well as open account credit to qualified institutions and businesses. We cannot accept personal checks or certified personal checks. Money orders can result in significant delays. Use of Letters of Credit must be approved in advance by Digi-Key's Accounting Department.

Credit Application: To obtain a credit application for open account credit, contact any sales representative by:

- for U.S. and Canadian customers, calling 800-344-4539 or 218-681-6674,
- for all other customers, calling 218-681-7979, or
- for all customers, faxing your request to 218-681-3380.

Or, you may download a credit application from our website, www.digikey.com (click on "Contact Us"), then click on "Net 30 Term Credit Application" in the "Accounting" box). Please allow sufficient time for the credit application process. To avoid delay on your initial order you may elect an alternative payment method.

17. Shipping Charges

Except as otherwise provided, (1) shipping or freight charges and insurance will be paid by the customer*, (2) all sales are made FOB Digi-Key's warehouse in Thief River Falls, MN, USA, and (3) shipping or freight charges from Digi-Key's warehouse in Thief River Falls, MN, USA are prepaid and added to the invoice, billed collect or billed to a third party.

* When a check or money order accompanies your order, Digi-Key pays all shipping and insurance (our choice for method of shipping) to all addresses in the U.S. and Canada. Shipments of excessive weight or size, or with otherwise unique circumstances, may require additional charges. Digi-Key will notify you prior to shipment if these conditions exist.

For International Shipments: Availability of ship methods is dependent on the destination country. The shipping costs will be prepaid and added to your order. Except as otherwise agreed by Digi-Key, all duties, tariffs, taxes and brokerage fees will be your responsibility.

See the International Shipping Rates set forth on www.digikey.com (click on "Site Map", then click on "Shipping Rates/Options" under "Shipping Information", then click on "International Shipping Rates").

18. Handling Charge

There is no minimum order or handling fee.

19. Taxes

Prices shown do not include any federal, state or local taxes, or any other taxes imposed by any government authority, including, without limitation, sales, use, excise, value-added or similar taxes. Where applicable, such taxes and charges shall be billed as a separate item and paid by you. Orders are accepted with the understanding that such taxes and charges shall be added, as required by law. Digi-Key charges sales tax unless you have a valid sales tax exemption certificate on file with Digi-Key. Digi-Key will not refund tax amounts collected in the event a valid sales tax certificate is not provided. If you provide a certificate that is not accepted for any reason by any governmental or regulatory authority, and Digi-Key is required to pay tax on your purchase, you will reimburse Digi-Key for the amount of such tax, and Digi-Key's reasonable expenses incurred in connection with the payment and collection of such tax. Fax your resale certificate and your customer number to 218-681-7931, Attention: Sales Tax.

20. Return Policy

In most cases, Digi-Key will accept merchandise returns subject to the terms outlined in this Section and will replace the Product or refund your money at your option.

To facilitate processing of returned merchandise:

- Please contact a Customer Service representative to obtain an RMA (Returned Merchandise Authorization) number prior to returning product.
- For all returns not relating to manufacturers' warranties, returns must be made within 30 days of date of invoice, be accompanied by the original invoice number and a brief explanation of the reason for the return, and be in original packaging and in resalable condition.
- Return freight charge must be prepaid. Sorry, C.O.D. returns cannot be accepted.
- Products returned solely due to customer error may be subject to a restocking charge.
- To the extent that Digi-Key purchases a Product from a manufacturer specifically for you, such Products may be Non-Cancelable/Non-Returnable.
- "Not-In Catalog Items" and parts specified as "Non-Cancelable/Non-Returnable" at time of quote or sale are not returnable.
- Returns relating to manufacturers' warranties are subject to the terms and conditions of the applicable manufacturer's warranty and the applicable manufacturer's return policies for the Product (e.g., some Products may require return directly to the manufacturer). Please contact a Digi-Key Customer Service representative for details.

By returning a Product to Digi-Key, you represent and warrant that the returned Product was purchased from Digi-Key.

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Ordering / Contact Information

How to Order:

☐ **By Telephone: 800-344-4539 (US & Canada) or 218-681-6674**

Our friendly sales representatives are ready to serve you 24 hours a day, 7 days a week, 365 days a year. For most efficient service, please have ready a list of quantities and part numbers and, if paying by credit card, your MasterCard, VISA, American Express or Discover card. Note: Calls may be recorded or monitored for quality and training purposes.

☐ **By Fax: 218-681-3380**

Digi-Key Fax lines can be accessed 24 hours a day, 7 days a week, 365 days a year. Depending on the shipping method; fax orders will be processed and shipped according to the "Orders entered by times" listed under **Shipment**. Orders received after these cutoff times will be processed and shipped the next business day. Please include your daytime telephone number and/or email address in case we have any questions about your order.

☐ **By Internet: www.digikey.com**

Order on-line 24 hours a day, 7 days a week, 365 days a year. Digi-Key's Top Rated website receives hundreds-of-thousands of orders each year. Internet orders entered after normal business hours are promptly processed and shipped the next business day.

☐ **By Mail: Simply Mail Your Order To:**

Digi-Key Corporation
701 Brooks Avenue South
PO Box 677
Thief River Falls, MN 56701-0677

International customers please see "Currency Information" in the Digi-Key Terms and Conditions for more information.

Shipment:

Digi-Key's warehouse is open and staffed Monday through Friday, 7:30am-9:00pm Central Time (subject to holidays). Orders are shipped only on these business days. Orders and correspondence received on Saturday and Sunday will be addressed/shipped on the following Monday and included in that day's business.

UPS



Digi-Key's cut-off times for Same-Day Shipment Monday-Friday are as follows:

- Orders entered by 6:00pm CT – All USPS Options (Express Mail delayed 1 day).
- Orders entered by 7:00pm CT – FedEx ground.
- Orders entered by 8:00pm CT – All UPS air and surface options; All FedEx air options.

Customer Service:

Voice: 800-858-3616 in (US & Canada) or 218-681-6674

Fax: 218-681-3380

Internet: www.digikey.com (click "Contact Us")

Mail: Digi-Key Corporation
Attn: Customer Service
PO Box 677
Thief River Falls, MN 56701-0677

A friendly, competent staff of customer service representatives is available 24 hours a day, 7 days a week, 365 days a year to assist you. Please have your sales order or invoice number available when you call.

Additional Information

Duplicate Mailings:

If you receive more than one catalog with the same name and address, please return the labels to Digi-Key and pass the catalog along to a friend. Also, if you do not require multiple copies to the same company address, contact a sales representative to verify your mailing information. A forms based communications method for catalog issues (Receive, Remove, Change of Address) can be accessed at www.digikey.com by clicking "Contact Us". Alternatively, you may mail, telephone or fax Digi-Key your request.

Recycling And The Environment:

Digi-Key is committed to the environment and you, our valued customer. We use Geämi, a 100% recyclable packaging product. Both the outer and inner tissue can be put in your newspaper bin for recycling. This catalog was produced with paper containing 33% post consumer fiber and may be recycled through a paper board recycling program.

Privacy Policy:

Your privacy as a customer is very important to us. We want you to know how your customer information is used. Once you make a purchase, request a catalog or other information from Digi-Key, your name, shipping/ mailing address, telephone number, email address and fax number are included in our customer file. This information is used to ensure a quick, efficient flow of products and services to you. This information may also be used for other purposes as outlined below.

Postal Addresses: Digi-Key may use your mailing address to send the Digi-Key catalog to keep you updated on our most current products and services. Occasionally, Digi-Key may make the names and addresses of our customer list available to carefully screened companies that offer products and/or services that may be of interest to you.

Email Addresses: Email addresses may be used to communicate information of interest to you about Digi-Key. This includes Order Shipment/Tracking Information, Obsolete Part Bulletins, Service Change Information or other Digi-Key promotional emails. Emails may be sent by Digi-Key or an authorized agent working for Digi-Key. All authorized agents operate with a confidentiality agreement. Information sent in this manner will always include "opt out" options. Email addresses are never rented, sold or traded to third parties.

Opt Out: You may elect to opt out of any of the above uses of your customer information by completing the "Opt Out" form in our privacy statement on our website or by contacting us by telephone, fax or mail.

Other Uses Of Customer Information: Digi-Key is under contract to provide point of sale information to many of its product suppliers for market research and payment of commission to the supplier's agents. If you have an open account with Digi-Key, credit and payment history will periodically be shared with credit reporting agencies. Customer information is also used for marketing and market research for Digi-Key Corporation. Digi-Key or an authorized agent working for Digi-Key may complete these activities. All customer information is kept confidential. Digi-Key will share customer information with government agencies if required by law.

Note: We reserve the right to make changes to our privacy policy at any time without prior notification.

ISO 9001:2000 Certified:

Digi-Key's operations from order entry through shipping have been certified since March 17, 1994. A copy of Digi-Key Corporation's current ISO Certificate is available by request.

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