

Digi-Key Terms and Conditions

General Conditions of Order:

Do Not Use Products Sold by Digi-Key as Critical Components in Life Support Devices or Systems:

Products sold by Digi-Key are not authorized for use as critical components in life support devices or systems. A critical component is any component of a life support device or system whose failure to perform can be reasonably expected to cause the failure of the life support device or system, or to affect its safety or effectiveness. Any attempt to purchase any Digi-Key product for that purpose is null and void and Digi-Key accepts no liability whatsoever in contract, tort or otherwise whether or not resulting from our or our employees' negligence or failure to detect an improper purchase.

All orders, regardless of how they are placed, submitted through a Digi-Key Web site or through its printed catalog, are specifically subject to all the terms and conditions contained herein. No change, alteration, deletion or modification of any of these terms and conditions is permitted. No person is authorized to accept, confirm or vary these terms and conditions including all representations and warranties unless they have been posted on Digi-Key's Web site or in this catalog. All terms are specifically and exclusively subject to interpretation under the *US Uniform Commercial Code* and all claims or disputes shall be interpreted according to Minnesota law and subject to jurisdiction in Minnesota state or federal courts at the exclusion of any other choice of law or choice of jurisdiction, including the *UN Convention on the International Sale of Goods (CISG)*.

Orders placed on forms deviating from these terms and conditions will be accepted on the basis that Digi-Key Terms and Conditions will prevail.

Technical Assistance and Design Support Services — Disclaimer of Warranties; Release of Claims:

Digi-Key offers its Technical Assistance and Design Support Services as a convenience to Digi-Key customers. Digi-Key Technical Assistance and Design Support Services personnel strive to provide useful information regarding Digi-Key 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 THE CUSTOMER'S RELIANCE ON SUCH INFORMATION OR RECOMMENDATION. THE CUSTOMER IS 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 THE CUSTOMER'S SOLE RISK AND DISCRETION. ACCORDINGLY, THE CUSTOMER SHALL RELEASE AND HOLD DIGI-KEY HARMLESS FROM AND AGAINST ANY AND ALL LOSS, LIABILITY, AND DAMAGE INCURRED BY THE CUSTOMER OR ANY THIRD PARTY AS A RESULT OF ANY INFORMATION OR RECOMMENDATION PROVIDED TO THE CUSTOMER OR THE CUSTOMER'S RELIANCE ON SUCH INFORMATION OR RECOMMENDATION.

General Disclaimer of Warranties; Limitation of Liability:

DIGI-KEY MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED WITH RESPECT TO ANY PRODUCT, AND SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WARRANTIES FOR MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR ANY PARTICULAR PURPOSE. DIGI-KEY'S SOLE OBLIGATION AND LIABILITY FOR PRODUCT DEFECTS SHALL BE, AT DIGI-KEY'S OPTION, TO REPLACE SUCH DEFECTIVE PRODUCT OR REFUND TO CUSTOMER THE AMOUNT PAID BY CUSTOMER THEREFORE. IN NO EVENT SHALL DIGI-KEY'S LIABILITY EXCEED THE BUYER'S PURCHASE PRICE.

The foregoing remedy shall be subject to buyer's written notification of defect and return of the defective product within ninety (90) days of purchase. The foregoing remedy does not apply to products that have been subjected to misuse (including without limitation static discharge), neglect, accident or modification, or to products that have been soldered or altered during assembly, or are otherwise not capable of being tested.

IN NO EVENT SHALL DIGI-KEY BE LIABLE TO THE BUYER 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 ANY PRODUCT OR SERVICE PROVIDED OR TO BE PROVIDED BY DIGI-KEY, OR THE USE OR INABILITY TO USE THE SAME, EVEN IF DIGI-KEY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Infringement Disclaimer:

Notwithstanding section 2-312 of any applicable version of the Uniform Commercial Code or any other similar law, or any purchase order term, other contractual provision or the like from the buyer, Digi-Key: (i) expressly disclaims any and all warranties against third party claims for infringement or the like, and (ii) shall have no obligation of any kind to the buyer for claims brought by third parties against the buyer for infringement or the like arising out of or in any way related to product purchased by the buyer from Digi-Key.

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 below 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 Web site 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 "International Orders" for additional information.

Ordering Information

Prices/Quantities:

Digi-Key Corporation purchases all product directly from its original manufacturer. Digi-Key makes every effort to present current and accurate pricing in its catalog and on its Web site. However, prices are subject to change without notice and quantities may be limited. All orders are subject to current pricing at time of acceptance by Digi-Key. Digi-Key country specific Web sites offer alternative currencies. No trade in other currencies will be accepted.

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.

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.



Shipping Charges:

Shipping or freight charges and insurance will be paid by the customer*. All sales are made FOB point (as defined by the INCOTERMS 2000) in Thief River Falls, MN, USA. Shipping or freight charges from Digi-Key's warehouse in Thief River Falls, MN are prepaid and added to the invoice, billed collect or billed to a 3rd 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 USA and Canada, unless such charges exceed 10% on orders of \$200 or less, or 5% on orders greater than \$200. Digi-Key will notify you prior to shipment if these conditions exist.

More Product Available Online: www.digikey.com

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