

# 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 catalogue, 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 catalogue. 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

**Note: This catalogue and the Digi-Key United Kingdom Web site are designed exclusively for the UK and purchases in British pound sterling.** For orders to destinations other than the UK and/or in currencies other than British pound sterling, please use Digi-Key's appropriate country specific catalogue or Web site.

### By Telephone: 0-800-587-0991 or 0-800-904-7786

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 and VISA

Note: Calls may be recorded or monitored for quality and training purposes.

### By Fax: 0-800-587-0992 or 0-800-904-7783

Digi-Key Fax lines can be accessed 24-hours a day, 7-days a week, 365-days a year. Orders received after daily shipping 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: [uk.digikey.com](http://uk.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  
Attn: UK Customer Service  
PO Box 677  
Thief River Falls MN 56701-0677  
USA

## Ordering Information

### Prices/Quantities:

Digi-Key Corporation purchases all product directly from its original manufacturer.

**All products in this catalogue and the Digi-Key UK Web site are priced in the British pound sterling and include duties, VAT of 17.5%, along with any applicable brokerage fees, will be due at time of delivery.** Digi-Key makes every effort to present current and accurate pricing. However, prices are subject to change without notice, due to exchange rate fluctuations and manufacturer's price adjustments. Quantities may be limited. For the most current pricing, please see the Digi-Key Web site at [uk.digikey.com](http://uk.digikey.com). All orders are subject to current pricing at time of acceptance by Digi-Key.

(Digi-Key also publishes a US currency catalogue and Web site, [www.digikey.com](http://www.digikey.com). A US currency catalogue is available upon request. When placing an order in US currency, the customer is responsible for all shipping costs, duties, tariffs, brokerage fees, and VAT. If applicable.)

Please advise Digi-Key's sales representative of your currency preference when you are placing your order.

### Shipment:

All orders are shipped from Digi-Key's US Product Distribution Center. All duties are prepaid by Digi-Key. Orders are exported in accordance with US Export Administration Regulations. Diversion contrary to US Law is prohibited.

All Digi-Key UK orders will be shipped via UPS (United Parcel Service) Express Air for delivery within 1-3 days (delivery time dependent on final destination).



Delivery is subject to deviations resulting from holidays or carrier issues.

#### US Holidays are as follows:

New Year's Day/January 1st  
Memorial Day/Last Monday of May  
Independence Day/July 4th  
Labor Day/First Monday of September  
Thanksgiving Day/4th Thursday of November  
Christmas Day/December 25th

**Free shipping on orders over £50! All prices are in British pound sterling and include duties.**

## Shipping Charges:

A shipping charge of £12.00 will be billed on all orders of less than £50.00. Free shipping is offered for all orders of £50.00 and greater. There will be no additional shipping charges for one backorder shipment. Shipping charges are from Digi-Key's Product Distribution Center in Thief River Falls, MN. Shipping charges and duties are prepaid by Digi-Key and added to your invoice. (DDP as defined by INCOTERMS 2000).

*(If unique circumstances require deviation from this charge, customers will be contacted prior to shipping an order.)*

## Payment:

Digi-Key offers a number of convenient payment methods:

- MasterCard and VISA.
- Net 30 Open Account is offered to qualified institutions and businesses, with payment by company cheque. Payment must be made in the currency in which the order was placed.
- Prepaid by wire transfer.

**For Online Open Account Credit Application**, click "Contact Us" which will bring you to the "Digi-Key Communications" page. Then click on "Net 30 Credit Application" in the "Accounting" box. Please allow sufficient time for the credit approval process. To avoid delay on your initial order you may elect an alternative payment method.

## Dishonored Cheque Policy:

If a cheque 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 cheque cannot be redeposited) pursuant to Minnesota Statutes § 332.50. In addition, you agree to pay any other reasonable charges imposed by any cheque verification company or collection agency that we may use for collection.

## Out-Of-Stock:

If product you order is out of stock at the time of order placement, you may elect to have it shipped on a subsequent shipment. There will be no shipping charge for one subsequent shipment. Backorders will be held open based on your request.

## 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 Digi-Key immediately to initiate a claim. ([uk.digikey.com](http://uk.digikey.com), click "Contact Us", then click on "Customer Service Department", then "Request For RMA" to initiate a claim.)

## Return Policy:

Digi-Key accepts merchandise returns subject to the terms outlined below and will replace the product or refund your money at your option.

To facilitate processing of returned merchandise:

- Please contact Digi-Key to obtain an RMA (Returned Merchandise Authorization) number prior to returning product. (click "Contact Us")
- All returns should be made within 30 days of date of invoice and be accompanied by the original invoice number and a brief explanation of the reason for the return.
- Return freight charge must be prepaid. Sorry, C.O.D. returns cannot be accepted.
- Returned merchandise must be in original packaging and in resalable condition.
- Parts returned due to customer error may be subject to a restocking charge. "Not-in-Catalogue Items" and parts specified as "Non-Cancelable/Non-Returnable" at time of quote or sale are not returnable.
- Defective merchandise may be returned within 90 days of the original invoice date and need not be in original packaging.

## 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 [uk.digikey.com](http://uk.digikey.com) by clicking "Contact Us", which brings you to the "Digi-Key Communications" page. Then click "Catalog Mailing List" and scroll to "Service Out Options" to note your preferences. Alternatively, you may mail, telephone or fax Digi-Key your request.

## Environmental Note:

Based on our commitment to the environment and you, our valued customer, we are now using Geāmi, a 100% recyclable packaging product. Both the outer and the inner tissue can be put in your newspaper bin for recycling.

## 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 catalogue 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 catalogue 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 Web site 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 fully ISO certified since March 17, 1994 and are recertified on an annual basis. A copy of Digi-Key Corporation's ISO Certification is available at [uk.digikey.com](http://uk.digikey.com) or upon verbal or written request.

## Military Qualified Parts Disclaimer:

Digi-Key does not stock or sell any product that meets the performance or documentation requirements as outlined by any Military Qualified Parts List ("QPL"). Digi-Key does stock and sell product that has been manufactured to Mil Spec, BUT this in no way indicates that those parts are acceptable or appropriate for use in any Military application. Mil Spec is used as an industry-common reference and is NOT an indication of end use qualification.

## Contact Information:

When contacting Digi-Key, please provide your sales order or invoice number when relevant.

**Internet:** [uk.digikey.com](http://uk.digikey.com) (use "Live Online Chat" or click "Contact Us")

**FREEPHONE:** 0-800-587-0991 or 0-800-904-7786

*Note: Representatives are available to assist you 24 hours a day, 7 days a week, 365 days a year. Calls may be recorded or monitored for quality and training purposes.*

**FREEFAX:** 0-800-587-0992 or 0-800-904-7783

**Mail: Digi-Key Corporation**

Attn: UK Customer Service  
PO Box 677  
Thief River Falls MN 56701-0677  
USA

**Free shipping on orders over £50! All prices are in British pound sterling and include duties.**

[uk.digikey.com](http://uk.digikey.com) — FREEPHONE: 0-800-587-0991 • 0-800-904-7786 — FREEFAX: 0-800-587-0992 • 0-800-904-7783

(UK091) 25