

D I G I T H E A D

DigitHead Inc <> 1168 Washington Pike <> Bridgeville, PA 15017
P: 800-568-1932 <> F: 888-503-2327 <> E: customerservice@digitheadinc.com

Terms and Conditions of Sale

General Terms and Conditions

These Terms and Conditions govern the sell of product and services between DigitHead Corporation of Bridgeville, Pennsylvania and its customers. DigitHead's priority is to provide the best customer service and not in any way inhibit our customer's ability to purchase or resell our product. Please do not hesitate to contact DigitHead if the terms and conditions are unsatisfactory for your circumstances. We will do our best to comply with your needs.

DigitHead Corporation is a distributor of standard network connectivity related products and is partnered with several key manufacturers of custom network copper and fiber connectivity products. The complexity, tooling and production capacity of a custom cable are just a few criteria that are used in determining which manufacture partner DigitHead utilizes. Of DHI's four (4) key manufacture partners;(2) two are ISO9001:2008 Certified, (1) one uses Six Sigma methodology, (1) No ISO certification.

Should ISO certification be a criteria, DHI will do its best to comply and advise customer.

1. DIGITHEAD TERMS AND CONDITIONS

Unless agreed to in writing DigitHead's terms and conditions take precedence over any other terms and conditions. Any purchase orders received by DigitHead with Terms and Conditions are expressly null and void unless an authorized officer of DigitHead agrees in writing. DigitHead's failure to specifically object to any such additional or different terms and conditions shall not constitute a waiver or acceptance of such additional terms and conditions. .

2. PRICES AND PROMOTIONS

Prices and special promotions do not represent unconditional offers to sell and are subject to change by DigitHead at any time without notice to you. All orders are subject to product availability. DigitHead, as a very customer oriented company, will make every effort to assure product is available, but must reserve the right to cancel any order in whole or in part due to unavailability of product, material or for any other reason beyond our control.

3. PAYMENT TERMS

Payment Terms are net thirty (30) days from the date of DigitHead's invoice. In the event that DigitHead, in its sole discretion, deems your financial condition unsatisfactory, DigitHead may require full or partial payment in advance. Upon your failure to submit full or partial payment, DigitHead may cancel or delay any or all orders hereunder and/or adjust prices to match those in effect at the time delayed shipment is made. Amounts past due are subject to a service charge equal to the lesser of 1.5% per month or the maximum rate permitted by law.

4. TAXES

Any consumption, excise, sales, or other tax which may be applicable to the transactions conducted under this Agreement shall be invoiced to you as a separate item and shall be paid by you unless you furnish DigitHead with a valid tax exemption certificate.

5. PRODUCT MODIFICATION

DigitHead may revise and discontinue products or services at any time without notice to you. Digithead reserves the right to substitute the latest design or manufactured equivalent products where the product does not materially affect fit, form, or function.

6. ORDER CHANGES

Requested changes to a Purchase Order for custom product are subject to DigitHead's approval and ability to complete the order. Any changes that result in a cost increase or decrease will be adjusted accordingly.

7. CANCELLATIONS

Cancellation of any order is subject to DigitHead receipt of your written notice of such cancellation before (i) any product is shipped or (ii) the services are scheduled to commence. In the event of any such whole or partial cancellation of any order, you shall pay to DigitHead only the actual cost of product and incurred cost by DigitHead. Typically all custom product orders or non-standard products, special orders, orders to fulfill a bid award are final and non-cancelable except under warranty for repair of defective material or workmanship. DigitHead will make every effort to minimize any cost should a customer wish to cancel a custom product order.

8. SHIPPING

Products shall be shipped F.O.B. Origin unless specific customer orders contain other negotiated terms and DigitHead agrees to them.

9. RETURNS

Return Policy - DigitHead offers a 30 day money back guarantee on standard stock items. DigitHead's current standard Return Policy applies at the date of the return request. DigitHead cannot be responsible for any returned product that is lost, damaged or modified. Please contact DigitHead to obtain a Return Material Authorization ("RMA") number. To obtain the RMA number you must furnish DigitHead with the purchase order number that the product was ordered on or DigitHead's invoice or order number. The product must be returned in its original packaging. The restocking fee for returns over 30 days is 10% and increases to 20% at 60 days the date of product shipment. DigitHead will make every effort to work with you should a request for return beyond 90 days be necessary. DigitHead reserves the right to negotiate any return and restocking fee for large quantity orders of standard product that required bringing in special inventory to complete the order.

10. DELIVERY

DigitHead will make every effort to meet your requested delivery dates, but we cannot be liable for any breach of contract or held responsible for any costs or expenses incurred as a result of Digithead's inability to do so. DigitHead has no control of material delays, shortages, or in transit delays by carriers.

11. WARRANTY

DigitHead warrants that products sold shall be free from defects in material and workmanship for a period commencing on the date of shipment and continuing until expiration of DigitHead standard warranty. Any warranties that DigitHead receives directly from the manufacturer may supersede and be passed through to our customers. Custom cables are warranted against defective labor, material and workmanship for 90 days from date of shipment. The warranty set forth herein extends solely to you and does not extend to any product or service that has been misused, modified, repaired by anyone other than DigitHead. EXCEPT AS EXPRESSLY PROVIDED HEREIN, DIGITHEAD MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED. ALL WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE ANY WARRANTY OF NON-INFRINGEMENT OR ANY WARRANTY ARISING FROM A COURSE OF DEALING, USAGE OF TRADE OR TRADE PRACTICE ARE HEREBY EXPRESSLY DISCLAIMED. DIGITHEAD DOES NOT ACCEPT ANY LIABILITY BEYOND THE REMEDIES SET FORTH HEREIN.

12. APPLICABLE EXPORT LAW COMPLIANCE

Customer agrees to comply with all applicable laws and regulations. You shall not in any form export, re-export, resell, ship or divert, or cause to be exported, re-exported, resold, shipped or diverted, directly or indirectly, any product or technical data to any country for which the United States Government or any foreign government, or any agency of the United States Government or any foreign government, at the time of export or re-export, requires an export license or other governmental approval without first obtaining such license or approval.

13. PACKAGING

Shipping - All products are packaged to protect items from electrical and / or physical damage. Any special packaging must be requested in advance of placing an order.