



Digital Systems Engineering Terms and Conditions

Digital Systems Engineering (DSE) offers its Products and Services for sale under the following terms and conditions. Any modification to these terms and conditions may only be made by DSE. Agreement to modifications must be made in writing and signed off by all Parties of the sale prior to acceptance of any order.

ACCEPTANCE

Orders shall be accepted at the sole discretion of DSE. Any order may be rejected for any reason at any time without liability.

CANCELLATIONS

Once a Purchaser places an order and it is accepted by DSE, cancellation charges shall apply to any and all unshipped items.

PAYMENT

New Buyers shall complete and submit a New Customer Account Form for DSE record keeping and credit verification purposes. Terms of payment shall be established by DSE either at the time of quotation or before order acceptance. Acceptable methods of payment are company check, bank check, wire transfer, ACH and credit card (MasterCard and VISA). A 3% processing fee applies to all credit card transactions. Checks must be drawn on a U.S. chartered bank. All payments shall be made in U.S. dollars.

SHIPMENTS

All shipments to Buyer from DSE are FOB (free on board) Scottsdale, Arizona 85255. Buyer shall either provide a carrier account number and preferred shipping method or authorize DSE to prepay and add shipping charges to the invoice. Guarantee of delivery shall be the sole responsibility of the Buyer and carrier. All risk of loss shall be assumed by the Buyer upon delivery by DSE to the carrier. Special terms may apply for international shipments. Unless otherwise specified by the Buyer and accepted by DSE at the time of purchase, DSE reserves the right to partial ship any order.

STANDARD LIMITED WARRANTY

DSE warrants its Products to be free from defects in materials and workmanship under normal use for a period of One (1) Year from the date of the original shipment by DSE. If any returned Product be found subject to the terms of this Warranty, DSE agrees to repair or replace the Product, at its sole discretion, without cost to the Purchaser. Products returned and found to be outside the terms of this Warranty shall be subject to Repair Service Fees. Damages resulting from intrusion, negligence or unauthorized modification of Product following receipt shall void this Warranty. DSE does not make any claims or warrant Products with respect to Purchaser's use or application of Products except as specifically stated in written specifications in effect at the time of purchase, and any statement made in writing by DSE. This warranty gives specific legal rights and other rights may apply, that vary from state to state.

RETURNS

A Returned Material Authorization (RMA) number shall be required to return Product. Submit RMA request at www.digitalsys.com or e-mail Service@digitalsys.com. Return Product to DSE Service Center (Address below) in original or similar protective packaging. Returnee accepts responsibility for shipping and handling; DSE shall not be responsible for damage from shipping. For authorized in-warranty service, DSE shall return domestic ground freight. Expedited return or shipment outside of the U.S. requires prepayment.

LIABILITY

Any claim which may be made against DSE with regard to this contract for sale must occur within the standard warranty period. If DSE prevails in any legal proceeding, regardless of the initiator of the dispute, all DSE's legal expenses shall be recovered from the other party. *IN NO EVENT SHALL DSE BE LIABLE FOR LOSS OF PROFITS, LOSS OF USE, LEGAL OR PROFESSIONAL FEES, CONSEQUENTIAL OR INCIDENTAL DAMAGE OR FOR SPECIFIC PERFORMANCE OF THE PRODUCTS, THEIR MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.*

DIGITAL SYSTEMS ENGINEERING

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Requirements (F)
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