

Terms and Conditions of Use for the Avnet e-Shop Avnet Technology Solutions van Avnet Europe Comm. VA

Avnet permits certain authorised customers ("the Customer") to order products from the e-Shop, based on these Terms and Conditions of Use only.

1. Access Authorisation/Confidentiality

The Customer shall receive access authorisation for the electronic information portal by acceptance of the current E-Shop Terms of Use. This access authorisation consists of a user name and a password. Avnet may change username and password if necessary or reasonable. The Customer may only allow trusted employees e-Shop access and shall set up individual access for each employee. All access authorisations must be kept secret by the Customer and its employees and may not be forwarded to third parties. The Customer shall undertake to deactivate an employee's access immediately after they leave the company. The Customer is aware that any person with access to the information and in possession of username and password is able to initiate binding contracts with Avnet.

The Customer shall not use or allow any third party access to the e-Shop or use any other than the usual web-browsers to access the e-Shop.

The service Avnet provides with the e-Shop shall solely be providing the Customer with the option to access data and information and to submit orders when the system is running. The Customer shall be aware that Internet-based services are subject to typical outage risks outside the control of Avnet. In this respect, Avnet shall not guarantee the uninterrupted functional reliability of the e-Shop. The e-Shop may not be available for certain periods of time, and Avnet shall, at any time, for maintenance or security reasons be able to block access. Avnet shall not check any Customer data, and it shall be the Customer's obligation to ensure all submitted data and information is accurate, correct or plausible.

2. Order

The Customer's electronic order shall be a binding order on behalf of the user whose username and password is used and shall become a valid contract upon receipt of Avnet's order confirmation. Avnet shall have the right to accept or refuse the order based on product availability - and the Customer's credit-check. The Customer shall be obliged to check the order confirmation thoroughly and shall be obliged to raise any order confirmation-related complaint. The order confirmation shall be deemed accepted if the Customer does not raise any complaint within 2 business days.

3. Performance

The Customer may retrieve specific information connected with products or the possible placement of an order with Avnet via the e-Shop. Any information provided shall only be for reference purposes and does not constitute a warranty or guarantee. All important information, such as delivery dates, prices, availability, etc., shall only become effective through a written confirmation by Avnet.

4. General Property Rights

The e-Shop portal contains all types of data and information protected by trademark and/or copyright laws in favour of Avnet or in favour of third parties. The Customer shall undertake to observe these property rights. Until further notice, the Customer shall be granted the option of permitting information provided within the scope of the e-Shop to flow into their electronic inventory control system and their Internet web shop solutions. The Customer shall be prohibited from using the data outside of this intended use. In particular, the Customer may not distribute, publish or otherwise disclose any Avnet prices or product availability. The Customer shall instruct its employees accordingly.

5. Liability for Performance of Avnet Technology Solutions

Avnet shall endeavour to regularly update the data and information provided by the e-Shop. The Customer service provided by Avnet shall consist of compiling and providing data and information. It shall not include verification relative to content, accuracy or the Customer's right to use the data. Avnet shall not accept any liability for content accuracy of the data and information nor for the Customer's right to use any data and information provided. Avnet shall not accept any liability for the loss of data or the de-

struction of data during transmission. The Customer shall be obligated to provide the necessary access equipment. The Customer shall also bear the access and transmission costs. The Customer shall be responsible for controlling access to and ensuring the security and protection of files on their system as well as during transmission. The Customer shall particularly be obliged to back up data appropriately in accordance with state-of-the-art protection measures. Avnet shall not accept any liability for any software provided or its installation.

6. Content Liability

Content Liability

The contents of our pages have been prepared with the greatest care; however, Avnet shall not guarantee accuracy, completeness or timeliness of any data provided. As a service provider, Avnet shall be responsible for our own contents on these pages in accordance with general legislation. However, service providers shall not be obliged to monitor external information that has been transmitted or stored or to search for details pointing to illegal activity. This shall not affect the removal or prevention of use of information as required by general legislation. In this context, liability shall only take effect at the point in time when an actual violation has been noticed. Upon noticing any violations, Avnet shall remove the contents concerned immediately.

Liability for Links

Avnet's offer shall contain links to external, third-party websites. Avnet has no influence over the contents of such sites and therefore shall not be able to provide any guarantee for any such external contents. Any provider or operator of external sites shall always be responsible for the contents of the linked pages. The linked pages were inspected at the time of linkage for possible violations. No illegal contents were recognisable at the time of linkage. However, permanent monitoring of the contents of the linked pages cannot reasonably be expected without actual evidence of wrongdoing. Upon noticing violations, Avnet shall remove any such links immediately.

Copyrights

Site operators always endeavour to observe the copyrights of others or to resort to self-created or non-licensed works. The contents and works created by the site operators on these pages are subject to German copyright law. Third-party contributions are marked accordingly. The reproduction, processing, distribution or any other type of utilisation outside of copyright law require the written consent of the author or creator concerned. Downloads and copies of this page are permitted only for private, non-commercial use.

Data Protection

If personal data (for example, name, address or e-mail addresses) are collected on our pages, this shall always be done on a voluntary basis whenever possible. Offers and services shall, always be used without providing personal data whenever possible.

Third parties shall be expressly prohibited from using site details published on the website ("About Us" page) due to statutory requirements for mailing advertisements and information material that has not been specifically requested. Site operators expressly reserve the right to take legal action should they receive unsolicited advertisements, for instance, through spam e-mails.

7. Term

Avnet shall grant access to e-Shop solutions in compliance with these Terms of Use for an indefinite period of time. Avnet shall reserve the right to cancel without notice access to e-Shop solutions in case of termination of the distribution partnership, violation of these Terms of Use, improper usage or for any other justified reason.

8. Miscellaneous

Avnet's Terms & Conditions of Sale (T+C's) shall apply to any product delivered to the Customer by Avnet. The Terms & Conditions of Sale of Avnet shall be applicable exclusively for any orders. Avnet terms and conditions are available under: <http://www.ats.avnet.com/europe/terms&conditions/> Conflicting Customer Terms & Conditions shall not apply.