

**TERMS AND CONDITIONS**

**Order Charge:**

All orders will be charged a one-time handling and insurance charge, and may be subject to a minimum order fee.

**Order Cancellations, Refusals, Re-Routes and Address Corrections:**

Because orders are processed immediately for same-day shipment, changes or cancellations cannot be made. Refusals and re-routed orders will be subject to carrier's accessorial charges. Fees incurred by Digitek will be charged to the Customer accordingly.

**Payment Terms:**

Net 30. Returned checks will be assessed a bank charge.

**Invoice Methods:**

Our preferred methods of invoicing are email or fax.

**Credit Card Security:**

For your protection, never disclose credit card numbers on unsecured transmissions such as faxes or emails.

**Online Bill Pay:**

Online Bill Pay is our preferred method of payment. Please access our online bill pay website at

<https://www.unitedtranzactions.com/obp/digitek>

**Digitek Remit Address:** Digitek

Imaging Products, Inc. PO Box 603445,  
Charlotte, NC 28260-3445

**Overnight Mail Address:**

Wells Fargo Lockbox Services Ref. 603445 1525 West WT  
Harris Blvd-2C2, Charlotte, NC 28262

**Attorney / Collection Fees:**

Applicant shall pay all costs of collection or other remedies for its default or breach of contract, including legal fees, court costs, and any other fees incident thereto. Applicant need not be notified of a default and hereby waives any notice of default from Digitek. Furthermore, Applicant hereby specifically waives choice of venue, Consents to personal jurisdiction in Virginia, and agrees to litigate and dispute with Digitek regarding the purchase in Virginia. In addition to the remedies provided herein, Digitek shall be entitled to all other remedies provided under the UCC. In the event of Applicant's default, Digitek may, at its option, without demand, declare all obligations immediately due and payable.

**CREDIT POLICY**

To begin the credit application process, complete and submit a credit application located online at <http://www.digitek.com/partner-resources/become-a-partner>. Credit is granted to customers who provide satisfactory trade and banking references. For credit lines greater than \$50,000, financial statements and/or personal guarantees may be required. Past due invoices for sales that exceed credit lines may delay current shipping requests. *All Applicable sales tax exemption certificates must accompany your completed application. If you have Nexus in California, Illinois, Ohio, Nevada, Pennsylvania, Texas or Virginia please complete and sign the exemption certificate provided to those states.*

**Limitation of Liability & Disclaimer of Warranty:**

Except as provided separately in writing by Digitek, the goods are being provided "as is" without warranty of any kind. Distributor hereby disclaims all warranties, whether express or implied, oral or written, with respect to the goods including, without limitation, all implied warranties of title, non-infringement, merchantability or fitness for any particular purpose and all warranties implied from any course of dealing or usage of trade. Further, to the maximum extent permitted by applicable law, Digitek's cumulative liability to customer for any claim(s) arising under this agreement or relating to the goods, whether in contract, tort, indemnity, or other theory of liability, shall be limited to the purchase price of the goods affected by such claims, and in no event shall Digitek's cumulative liability to customer exceed the total purchase price of such goods affected by such claim(s) in the three months prior to such claim(s) arising. In addition, to the maximum extent permitted by applicable law, in no event shall Digitek be liable to customer for lost profits, loss of use or indirect, special, incidental or consequential damages for any claim(s) related to the goods, whether in contract, tort or any other theory of liability, even if advised of the possibility of such damages.

**RETURN POLICY**

**To Obtain an RA#:**

All product being returned, whether defective or otherwise, must have an approved Returns Authorization (RA) number. Any product returned without an RA will be refused and no credit will be issued. Email return requests to [RMA@digitek.com](mailto:RMA@digitek.com) or submit via the [web form](#). Only email or web submissions will be accepted. Please provide: Customer number, invoice number, part number(s) and quantity for each, reason for return. For defectives, provide a general description of the defect.

**Product Return Policies:**

Returns are subject to a minimum 20% restock fee, depending on manufacturer. For merchandise with value of less than \$50, a flat \$10 processing fee will be charged. All returns must be made within 30 days of the date of invoice. Non-defective products are eligible for return only if the

product and the packaging are unopened and sealed in resalable condition. All products must be shipped in a protective outer box with suitable inner packaging to prevent the product from being damaged in transit, regardless of return reason. Product not returned in the above manner may be returned at the customer's expense without a credit being issued. For returns due to Digitek error, we will issue an ARS (Authorized Return Service) tag if address is within the 48 contiguous states. Otherwise returns are at the Customer's expense. Digitek reserves the right to refuse an RMA based on customer return history, vendor promotional activity, or changes in manufacturer programs. For defective product, hardware, and other conditions, please see below. An RA provides the authorization to return item(s) for inspection, but not guarantee a credit. Credits will be issued after product has been inspected and determined a credit is due. Digitek is not affiliated, connected, or associated with HP Inc. Product is sold without warranty from HP Inc. and/or Digitek.

**Return Guidelines:**

Provided Digitek has return rights with manufacturers/suppliers, returns must meet these conditions:

- Defective or Dead on Arrival (DOA) OEM defectives must be returned in their original box with all accessories within 30 days of original invoice date.
- Non-Defective must be in resalable condition (no stickers, etc.), complete and unused, and the outer seal must not have been opened or re-taped. Must be returned within 30 days of original invoice date.

Returns not meeting conditions specified on the return order are often not eligible for return and may be returned back to the customer at their own expense.

**Hardware:**

All Hardware returns are subject to the manufacturer's return policy. Subject to such policies, non-defective printers and equipment may be returned up to 30 days from purchase provided the products are new/unopened and as long as the product life is still active and current.

**Non-returnable Products:**

The following sales are final and not subject to returns or cancellations.

- End-of-Life products
- Non-stock and special order items
- Defectives or DOA after 30 days from invoice date (see Defective Products below).
- HP, Brother and/or Xerox imaging products: defectives, non-resalable items (opened/unsealed), and resalable items over 30 days from invoice date.
- Bottled copier toner supplies - all are checked and in stable condition before shipping.

**Defective Products:**

All returns for defective products must be made within 30 days of the original invoice date (except for Expression product). After return is approved and RA # is issued, all returns must arrive at our warehouse within 30 days or the RA# will be voided. After 30 days, credit may not be issued and accessorial charges may apply.

**SHIPPING POLICIES**

**General:**

All items are shipped F.O.B. Digitek Imaging Products. Title to the goods and risk of loss and damage passes to the customer at the F.O.B. point. Digitek retains a purchase money security interest in the delivered goods until payment is received in full for the goods. All freight charges are added to the invoice unless shipped freight collect. On C.O.D. orders the freight is included in the C.O.D. amount. C.O.D. orders are subject to a fee per box in accordance with the freight carrier. Dimensional freight charges will be assessed to the order in accordance with the carrier. Freight insurance is in accordance with the carrier. Blind drop shipments are available at no additional charge.

An invoice for freight and restocking fee will be issued on any shipment refused by the customer. If refused product is returned back to Digitek, the customer will be credited for the product less restocking fee and all applicable freight charges. Accounts will be placed on a "No Ship" basis until this invoice is paid.

**Shipping Errors:**

Shipping errors (lost in transit or non-receipt claim by addressed recipient) must be reported to [RMA@digitek.com](mailto:RMA@digitek.com) within 5 days of receipt of product.

**Damaged, Discrepancies or Missing Contents:**

You must retain the article with wrapping and packaging until the adjudication process is completed. You should not return the article to the shipper. Please sign noting damage to shipment and contact [RMA@digitek.com](mailto:RMA@digitek.com) within 24 hours of receipt so that a freight claim can be initiated.

**Shipping Data Discrepancies:**

Digithek reserves the right to pass through any accessorial charges imposed on Digitek by our logistics carriers (in addition to any applicable restocking fees), including but not limited to: address corrections, refused orders, and undeliverable orders, lift gate and inside delivery charges.