

PROSPECTUS SUPPLEMENT
(TO PROSPECTUS DATED MARCH 3, 1994)

\$100,000,000

[LOGO]

AVNET, INC.

6 7/8% NOTES DUE MARCH 15, 2004

INTEREST ON THE NOTES IS PAYABLE SEMIANNUALLY ON MARCH 15 AND SEPTEMBER 15, COMMENCING SEPTEMBER 15, 1994. THE NOTES ARE NOT REDEEMABLE PRIOR TO MATURITY AND HAVE NO SINKING FUND PROVISIONS.

OWNERSHIP OF THE NOTES WILL BE MAINTAINED IN BOOK-ENTRY FORM THROUGH THE DEPOSITORY (AS HEREINAFTER DEFINED). INTERESTS IN THE NOTES WILL BE SHOWN ON, AND TRANSFERS THEREOF WILL BE EFFECTED ONLY THROUGH, RECORDS MAINTAINED BY THE DEPOSITORY AND ITS PARTICIPANTS. BENEFICIAL OWNERS OF THE NOTES WILL NOT HAVE THE RIGHT TO RECEIVE PHYSICAL CERTIFICATES EVIDENCING THEIR OWNERSHIP EXCEPT UNDER THE LIMITED CIRCUMSTANCES DESCRIBED HEREIN. BENEFICIAL INTERESTS IN THE NOTES MAY BE ACQUIRED, OR SUBSEQUENTLY TRANSFERRED, ONLY IN DENOMINATIONS OF \$1,000 AND INTEGRAL MULTIPLES THEREOF.

THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS PROSPECTUS SUPPLEMENT OR THE PROSPECTUS. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

| | PRICE TO PUBLIC* | UNDERWRITING DISCOUNTS AND COMMISSIONS+ | PROCEEDS TO COMPANY*++ |
|---------------|---------------------|---|---------------------------|
| PER NOTE..... | 99.77% | .65% | 99.12% |
| TOTAL..... | \$99,770,000 | \$650,000 | \$99,120,000 |

* PLUS ACCRUED INTEREST, IF ANY, FROM MARCH 15, 1994.

+ THE COMPANY HAS AGREED TO INDEMNIFY THE UNDERWRITERS AGAINST CERTAIN LIABILITIES, INCLUDING LIABILITIES UNDER THE SECURITIES ACT OF 1933, AS AMENDED.

++ BEFORE DEDUCTING EXPENSES PAYABLE BY THE COMPANY ESTIMATED AT \$350,000.

THE NOTES ARE BEING OFFERED BY THE UNDERWRITERS AS SET FORTH UNDER THE CAPTION "UNDERWRITING" HEREIN. IT IS EXPECTED THAT DELIVERY OF NOTES WILL BE MADE IN NEW YORK, NEW YORK, ON OR ABOUT MARCH 15, 1994, AGAINST PAYMENT THEREFOR IN NEW YORK FUNDS.

DILLON, READ & CO. INC.

MERRILL LYNCH & CO.

THE DATE OF THIS PROSPECTUS SUPPLEMENT IS MARCH 8, 1994.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE NOTES OFFERED HEREBY AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

THE COMPANY

Avnet, Inc., a New York corporation (the "Company"), is the largest industrial distributor in the United States of electronic components, such as semiconductors, connectors and passives, and of computer products. In addition, the Company produces or distributes other electronic, electrical and video communications products. See "Business."

The principal executive offices of the Company are located at 80 Cutter Mill Road, Great Neck, New York 11021, telephone (516) 466-7000.

USE OF PROCEEDS

The net proceeds to be received by the Company from the sale of the Notes being offered hereby are estimated at \$98,770,000 after the deduction of the underwriting discounts and the estimated expenses of this offering. The Company intends to use the net proceeds from this offering to repay outstanding bank borrowings which were incurred to pay part of the funding required for the acquisition of Hall-Mark Electronics Corporation ("Hall-Mark"). See "Business -- Electronic Marketing Group." Such borrowings currently bear interest at a weighted average rate of 3.6% per annum and mature on various dates not later than March 31, 1994.

RATIO OF EARNINGS TO FIXED CHARGES

The following table sets forth the ratio of the Company's earnings to fixed charges, on a consolidated basis, for the periods indicated:

| 1989 | YEAR ENDED JUNE 30, | | | | 1993 | SIX MONTHS ENDED DECEMBER 31, 1993 |
|------|---------------------|------|------|------|-----------|--|
| | 1990 | 1991 | 1992 | 1993 | | |
| 4.6 | 5.5 | 6.2 | 5.5 | 8.7 | 7.0(1)(2) | |

- (1) Income from continuing operations before income taxes for the six months ended December 31, 1993 includes restructuring and integration charges of \$22.7 million which are principally attributable to the acquisition of Hall-Mark. Had such one-time charges not been included, the ratio of earnings to fixed charges for the six months ended December 31, 1993 would have been 9.3.
- (2) Had the Company utilized the net proceeds of this offering to repay its outstanding bank borrowings as described under "Use of Proceeds," the ratio of earnings to fixed charges for the six months ended December 31, 1993 would have been 6.1 on a pro forma basis. In addition, had the one-time charges referred to in footnote (1) above not been included in income from continuing operations before income taxes, the ratio of earnings to fixed charges for the six months ended December 31, 1993 would have been 8.1 on a pro forma basis.

For purposes of the foregoing ratios, earnings were calculated by adding fixed charges to income before income taxes, and then deducting capitalized interest. Fixed charges were calculated by adding interest expense (including amortization of debt expense and any discount or premium relating to indebtedness, and interest expense relating to certain guarantees), capitalized interest and the interest component of rental expense.

CAPITALIZATION

The following table sets forth the consolidated capitalization and short-term debt of the Company at December 31, 1993, and as adjusted to give effect to the issuance of the Notes pursuant to this offering and the application of the net proceeds therefrom:

| | DECEMBER 31, 1993 | |
|--|-----------------------------|-------------|
| | ACTUAL | AS ADJUSTED |
| | (IN MILLIONS, UNAUDITED) | |
| Short-term debt: | | |
| Bank debt..... | \$ 75.0 | -- |
| Other..... | 0.6 | \$ 0.6 |
| | \$ 75.6 | \$ 0.6 |
| Long-term debt, less amounts due within one year: | | |
| 6 7/8% Notes due March 15, 2004..... | -- | \$ 100.0 |
| Revolving bank credit facility..... | \$ 136.0 | 112.2 |
| 6% Convertible Subordinated Debentures due April 15, 2012..... | 105.3 | 105.3 |
| Other..... | 2.8 | 2.8 |
| Total long-term debt..... | 244.1 | 320.3 |
| Shareholders' equity: | | |
| Common stock, \$1.00 par..... | 41.0 | 41.0 |
| Additional paid-in capital..... | 306.3 | 306.3 |
| Retained earnings..... | 738.1 | 738.1 |
| Cumulative translation adjustments..... | (15.5) | (15.5) |
| Treasury stock, at cost..... | (11.3) | (11.3) |
| Total shareholders' equity..... | 1,058.6 | 1,058.6 |
| Total capitalization..... | \$1,302.7 | \$ 1,378.9 |

SUMMARY FINANCIAL DATA

The summary financial data set forth below for the fiscal years 1989 through 1993 have been derived from the financial statements of the Company audited by the Company's independent public accountants. The summary financial data relating to the six months ended December 31, 1993 and January 1, 1993 have been derived from the unaudited financial statements of the Company and, in the opinion of the Company's management, include all adjustments (consisting of normal recurring adjustments) necessary for the fair presentation thereof. Reference is hereby made to the financial statements of the Company and accompanying notes that are included in the documents incorporated by reference in this Prospectus Supplement and the Prospectus to which it relates.

| | YEAR ENDED JUNE 30, | | | | | SIX MONTHS ENDED | |
|--|---------------------|------------|-----------|-----------|-----------|------------------|-------------|
| | 1989 | 1990 | 1991 | 1992 | 1993 | 1/1/93 | 12/31/93(1) |
| (IN MILLIONS) | | | | | | | |
| INCOME STATEMENT DATA: | | | | | | | |
| Revenues: | | | | | | | |
| Sales..... | \$1,918.7 | \$1,751.3 | \$1,740.8 | \$1,759.0 | \$2,238.0 | \$1,060.0 | \$ 1,728.5 |
| Investment income and other, net..... | 13.7 | 25.9 | 26.6 | 27.2 | 20.4 | 13.7 | 0.9 |
| | ----- | ----- | ----- | ----- | ----- | ----- | ----- |
| | 1,932.4 | 1,777.2 | 1,767.4 | 1,786.2 | 2,258.4 | 1,073.7 | 1,729.4 |
| Cost and expenses: | | | | | | | |
| Cost of sales..... | 1,470.6 | 1,312.4 | 1,318.3 | 1,350.7 | 1,751.2 | 826.3 | 1,390.5 |
| Selling, shipping, general and administrative..... | 359.2 | 340.9 | 335.8 | 338.7 | 384.0 | 187.8 | 248.6 |
| Interest..... | 16.5 | 15.3 | 13.3 | 13.4 | 9.0 | 5.4 | 6.6 |
| Disposition, restructuring and integration expenses (gain), net..... | (1.1) | 9.9 | -- | -- | -- | -- | 22.7 |
| | ----- | ----- | ----- | ----- | ----- | ----- | ----- |
| | 1,845.2 | 1,678.5 | 1,667.4 | 1,702.8 | 2,144.2 | 1,019.5 | 1,668.4 |
| Income before income taxes and cumulative effect of accounting change..... | 87.2 | 98.7 | 100.0 | 83.4 | 114.2 | 54.2 | 61.0 |
| Income taxes..... | 33.2 | 42.2 | 38.4 | 32.9 | 45.1 | 21.8 | 27.3 |
| | ----- | ----- | ----- | ----- | ----- | ----- | ----- |
| Income before cumulative effect of accounting change..... | 54.0 | 56.5 | 61.6 | 50.5 | 69.1 | 32.4 | 33.7 |
| Cumulative effect of change in method of accounting for income taxes..... | -- | -- | -- | -- | -- | -- | (2.8) |
| | ----- | ----- | ----- | ----- | ----- | ----- | ----- |
| Net income..... | \$ 54.0(2) | \$ 56.5(3) | \$ 61.6 | \$ 50.5 | \$ 69.1 | \$ 32.4 | \$ 30.9 |
| | ----- | ----- | ----- | ----- | ----- | ----- | ----- |
| BALANCE SHEET DATA (AT END OF PERIOD): | | | | | | | |
| Working capital..... | \$ 803.1 | \$ 843.8 | \$ 858.9 | \$ 848.9 | \$ 803.1 | \$ 777.7 | \$ 786.2 |
| Total assets..... | 1,126.0 | 1,157.5 | 1,181.5 | 1,242.7 | 1,247.3 | 1,199.8 | 1,672.7 |
| Long-term debt..... | 211.1 | 201.9 | 201.1 | 175.3 | 106.6 | 106.7 | 244.1 |
| Shareholders' equity... | 735.4 | 769.7 | 801.4 | 837.2 | 868.2 | 844.9 | 1,058.6 |

(1) The results for the six months ended December 31, 1993 (a) include restructuring and integration charges of \$22.7 million pre-tax and \$13.5 million after-tax which are principally attributable to the acquisition of Hall-Mark, and (b) were negatively impacted by \$3.3 million after-tax to reflect the cumulative effect of change in method of accounting for income taxes and the retroactive effect of the change in United States income tax rates.

(2) After \$1.3 million net gain on the disposition of four operations.

(3) After \$9.8 million net loss on the disposition of one operation and the restructuring of two operations.

BUSINESS

The Company is the largest industrial distributor of electronic components and computer products in the United States. Electronic component distributors are a vital link in the chain that connects suppliers of semiconductors, interconnect products, passives and electro-mechanical devices to original equipment manufacturers ("OEMs") who design and build the complete spectrum of electronic equipment that utilizes the components. Distributors such as Avnet also add value to the components which they sell by customizing them prior to shipment to meet individual OEM customer specifications. The Company estimates that during calendar 1993 its Electronic Marketing Group, including Hall-Mark on a pro forma basis, had more than a 20% share of the United States electronic components distribution market. In addition to the activities of the Electronic Marketing Group, the Company produces or distributes other electronic, electrical and video communications products.

The Company's principal industry segments are as follows:

1. The Electronic Marketing Group is engaged in the marketing, assembly and/or processing, principally for industrial, commercial and military use, of electronic and electro-mechanical components and computer products.
2. The Video Communications Group is engaged in the manufacture, assembly and/or marketing of TV signal processing equipment. The Company's Channel Master division is a leading manufacturer of TV roof antennas and satellite receive-only antennas.
3. The Electrical and Industrial Group, which includes the Company's Brownell Electro, Mechanics Choice and Freeman Products operations, is engaged in the distribution of electric motors and parts, industrial supplies, maintenance and repair parts and measuring and control devices, and the production of trophy component parts.

ELECTRONIC MARKETING GROUP

The Electronic Marketing Group (the "EMG") continues to be the dominant segment of the Company, accounting for 86% of sales and 97% of earnings in fiscal 1993. On July 1, 1993, the Company acquired Hall-Mark, which was the third largest distributor of electronic components and computer products in the United States. For the twelve months ended June 30, 1993, Hall-Mark had sales of \$744 million. This acquisition added additional distribution franchises and approximately 25,000 customers to the EMG.

In fiscal 1993, the EMG posted record sales of \$1.917 billion, a gain of 30% over the prior year. The EMG's sales in the first half of fiscal 1994 were over \$1.5 billion. Hamilton Avnet (renamed Hamilton Hallmark after the acquisition of Hall-Mark), Avnet Computer Group and Time Electronics are the largest operations in the EMG, with fiscal 1993 sales of approximately \$1.059 billion, \$300 million and \$258 million, respectively. In addition, the companies comprising Avnet EMG Europe had sales of approximately \$300 million in fiscal 1993.

Hamilton Hallmark is a distributor of semiconductors, computer products, connectors, passives and electro-mechanical products for industrial, commercial and military use. It is the only distributor in the United States to be franchised by all of the top five United States semiconductor manufacturers: Advanced Micro Devices, Intel, Motorola, National Semiconductor and Texas Instruments. Hamilton Hallmark's customers are principally computer, telecommunications and aerospace OEMs.

Avnet Computer Group is an international distributor of computer products operating through two business units. Avnet Computer sells computer systems and products primarily to end users. Hall-Mark Computer Products concentrates on sales of peripherals and components to the reseller channel.

Time Electronics is the leading U.S. distributor of interconnect products, including value-added connectors, electro-mechanical and passive components and cable assembly services. Time also distributes semiconductors. Time's customers are principally electronics and aerospace OEMs.

Allied Electronics, Inc. (formerly a subsidiary of Hall-Mark) is a broad-line industrial distributor of active and passive electronic components, test equipment and electronic equipment, which it sells by means of

its catalog and telesales operations. Allied Electronics' principal customers are maintenance and repair organizations, as well as research and development and engineering departments of OEMs. In the 12-month period ended June 30, 1993, immediately prior to the Company's acquisition of Hall-Mark, sales of Allied Electronics totaled approximately \$60 million.

The EMG's activities in Europe are conducted by Avnet EMG Europe, with operations in all five major European geographic markets. The Company created its European operations through a series of acquisitions, beginning in June 1991 with Avnet EMG Ltd. (formerly known as The Access Group), a United Kingdom electronic components distributor. In April 1992, the Company acquired Avnet France (formerly known as FHTec Composants), a French electronic components distributor. In July 1992, the Company acquired Avnet Nortec (formerly known as The Nortec Group), the leading Scandinavian electronic components distributor with operations in Sweden, Denmark, Norway, Finland and Estonia. In January 1993, the Company acquired Avnet E2000 (formerly known as Electronic 2000 AG) a leading German electronic components distributor with operations in Germany, Austria and Switzerland. At the end of September 1993, the Company acquired Avnet Adelsy (formerly known as Adelsy), an Italian electronic components distributor with annual sales of approximately \$20 million. Also in September 1992, the Company created Avnet Time, a unit of Avnet EMG Ltd., which operates in the United Kingdom as a distributor of connectors and electro-mechanical and passive devices.

One of the EMG's critical strengths is the breadth and quality of the suppliers whose products it carries. Listed below are the major product categories and the approximate sales in fiscal 1993, the percentage of EMG total sales and the major suppliers in each category:

- - SEMICONDUCTORS: Sales of semiconductors in fiscal 1993 were approximately \$1.103 billion, or 57% of the EMG's sales. The EMG's major suppliers of semiconductors are Advanced Micro Devices, Analog Devices, Harris, Hewlett-Packard, Integrated Device Technology, Intel, LSI Logic, Micron Semiconductor, Motorola, National Semiconductor, Philips/Signetics, Texas Instruments, Xilinx and Zilog.
- - COMPUTER PRODUCTS: Sales of computer products in fiscal 1993 were approximately \$355 million, or 19% of the EMG's sales. The EMG's major suppliers of computer products are Adaptec, Apple, Archive, Connor Peripherals, Dataram, Data General, Diamond Flower, Digital Equipment, Emulex, Esprit, Hewlett-Packard, Intel, Kodak, Maxtor, Multitech, NCR, Okidata, Seagate Technology, Standard Microsystems, SyQuest, Tecmar, Texas Instruments, 3Com, UNISYS, Universal Data Systems and Wyse.
- - CONNECTORS: Connector sales in fiscal 1993 were approximately \$250 million, or 13% of the EMG's sales. The EMG's major suppliers of connectors are AMP, Amphenol, Augat, Bendix, ELCO, General Connector, ITT Cannon, Kings, Matrix Science, Molex, Pyle-National, T&B Ansley, 3M, TI Connector, Viking and Winchester.
- - PASSIVES: Sales of passives in fiscal 1993 were approximately \$209 million, or 11% of the EMG's sales. The EMG's major suppliers of passives are AVX, Bourns, Cherry, Communications Instruments, CTS, Cutler-Hammer, EECO, Fairchild Weston, General Electric, Grayhill, Leach, Murata-Erie, NDK America, Philips, Teledyne, United Chemi-Con, Valor and Vishay.

VIDEO COMMUNICATIONS GROUP

The Video Communications Group, which accounted for approximately 6% of the Company's sales in fiscal 1993, develops and manufactures TV signal processing equipment. Channel Master is primarily a manufacturer/distributor of TV antennas, TV rotators and home satellite TV signal receiving and descrambling systems. Its products are used by home TV viewers and the SMATV (Satellite Master Antenna TV) and cable television industries. Channel Master produces antennas that can be utilized in a variety of DBS (Direct Broadcast Satellite) projects worldwide. Channel Master also operates a small cable TV system in and around Johnston County, North Carolina. Channel Master has two principal manufacturing facilities, one each in the United States and England.

ELECTRICAL AND INDUSTRIAL GROUP

The Electrical and Industrial Group, which accounted for approximately 8% of the Company's sales in fiscal 1993, operates primarily in the electrical and electronic industrial equipment distribution industry and in the industrial maintenance and repair fields.

Brownell Electro, the largest company in the Group, distributes electric motors, electrical insulation and magnet wire, measuring instruments and control equipment. It also supplies parts, such as bearings, switches and electrical tapes, for the rebuilding and replacement of motors used in industrial air conditioning, refrigeration, heating and ventilation appliances. Brownell's customers include maintenance and repair organizations, OEMs, and small regional distributors and resellers.

The Mechanics Choice division supplies the industrial, commercial, institutional, agricultural, governmental, mining and utility markets with a broad line of industrial maintenance and factory supplies. The Group also includes Freeman Products, a trophy manufacturing business.

DESCRIPTION OF THE NOTES

The following description of the particular terms of the notes offered hereby (referred to herein as the "Notes" and in the attached Prospectus as the "Offered Debt Securities") supplements, and to the extent inconsistent therewith, replaces, the description of the general terms and provisions of the Debt Securities set forth in the attached Prospectus dated March 3, 1994 (the "Prospectus"), to which description reference is hereby made. The following summary description of the Notes is qualified in its entirety by reference to the Indenture referred to in the Prospectus.

GENERAL

The Notes will be limited to \$100,000,000 in aggregate principal amount. The Notes will be issued only in book-entry form, in denominations of \$1,000 and integral multiples of \$1,000, will bear interest from March 15, 1994, at the annual rate set forth on the cover page of this Prospectus Supplement, and will mature on March 15, 2004. Interest will be payable semiannually on March 15 and September 15, commencing September 15, 1994, to the Persons in whose names the Notes are registered at the close of business on the applicable Regular Record Date, which is the March 1 or September 1 next preceding such interest payment date. The Notes will not be redeemable by the Company prior to their stated maturity date and will not be subject to any sinking fund.

The Notes will be unsecured and will rank pari passu with all other unsecured and unsubordinated indebtedness of the Company.

The Notes will be subject to defeasance and discharge as described under the caption "Description of Debt Securities -- Defeasance and Discharge" in the Prospectus.

DEPOSITORY

Upon issuance, all Notes will be represented by one or more fully registered global securities (the "Global Notes"). Each Global Note will be deposited with, or on behalf of, The Depository Trust Company (the "Depository") and registered in the name of the Depository or its nominee. Unless and until a Global Note is exchanged in whole or in part for Notes in definitive form, such Global Note may not be transferred except as a whole by the Depository to a nominee of the Depository, or by such a nominee to the Depository or another nominee of the Depository, or by the Depository or any such nominee to a successor of such Depository or a nominee of such successor.

The Depository has advised the Company as follows: The Depository is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. The Depository holds securities of its participants

("Participants") and facilitates the settlement among Participants of securities transactions in deposited securities through electronic book-entry changes in accounts of the Participants, thereby eliminating the need for the physical movement of securities certificates. The Depository's Participants include securities brokers and dealers (including the Underwriters named herein), banks, trust companies, clearing corporations and certain other organizations. The Depository is owned by a number of its Participants and by the New York Stock Exchange, Inc., the American Stock Exchange, Inc. and the National Association of Securities Dealers, Inc. Access to the Depository's book-entry system is also available to others, such as securities brokers and dealers, banks, and trust companies that clear through or maintain a custodial relationship with a Participant, either directly or indirectly ("Indirect Participants"). The Rules applicable to the Depository and its Participants are on file with the Securities and Exchange Commission.

Purchases of Notes under the Depository's system must be made by or through Participants, which will receive a credit for the Notes on the records of the Depository. The ownership interest of each actual purchaser of each Note (a "Beneficial Owner") is in turn to be recorded on the Participants' or Indirect Participants' records. Beneficial Owners will not receive written confirmation from the Depository of a purchase, but Beneficial Owners are expected to receive written confirmation providing details of the purchase, as well as periodic statements of their holdings, from the Participant or Indirect Participant through which the Beneficial Owner entered into the purchase. Ownership of beneficial interests in Global Notes will be shown on, and the transfer of such ownership interests will be effected only through, records maintained by the Depository (with respect to interests of Participants) and on the records of Participants (with respect to interests of persons held through Participants). The laws of some states may require that certain purchasers of securities take physical delivery of such securities in definitive form. Such limits and such laws may impair the ability to own, transfer or pledge beneficial interests in Global Notes.

So long as the Depository or its nominee is the registered owner of a Global Note, the Depository or such nominee, as the case may be, will be considered the sole owner or holder of the Notes represented by such Global Note for all purposes under the Indenture. Except as provided below, Beneficial Owners of a Global Note will not be entitled to have the Notes represented by such Global Note registered in their names, will not receive or be entitled to receive physical delivery of the Notes in definitive form and will not be considered the owners or holders thereof under the Indenture. Accordingly, each person owning a beneficial interest in a Global Note must rely on the procedures of the Depository and, if such person is not a Participant, on the procedures of the Participant through which such person owns its interest, to exercise any rights of a holder under the Indenture. The Company understands that under existing industry practices, in the event that the Company requests any action of Noteholders, or an owner of a beneficial interest in a Global Note desires to take any action which a Noteholder is entitled to take under the Indenture, the Depository would authorize the Participants holding the relevant beneficial interests to take such action, and such Participants would authorize Beneficial Owners owning through such Participants to take such action or would otherwise act upon the instruction of Beneficial Owners. Conveyance of notices and other communications by the Depository to Participants, by Participants to Indirect Participants, and by Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among themselves, subject to any statutory or regulatory requirements as may be in effect from time to time.

Payment of principal of, and interest on, Notes registered in the name of the Depository or its nominee will be made to the Depository or its nominee, as the case may be, as the holder of the Global Note or Notes representing such Notes. None of the Company, the Trustee or any other agent of the Company or of the Trustee will have any responsibility or liability for any aspect of the records relating to or payments made on account of beneficial ownership interests, or for supervising or reviewing any records relating to such beneficial ownership interests. The Company expects that the Depository, upon receipt of any payment of principal or interest in respect of a Global Note, will credit the accounts of beneficial interest in such Global Note as shown on the records of the Depository. The Company also expects that payments by Participants to Beneficial Owners will be governed by standing customer instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participants.

If (x) the Depository is at any time unwilling or unable to continue as Depository and a successor depository is not appointed by the Company within 60 days, or (y) the Company executes and delivers to the Trustee an order to the effect that the Global Notes shall be exchangeable, or (z) an Event of Default has occurred and is continuing with respect to the Notes, the Global Note or Notes will be exchangeable for Notes in definitive form of like tenor and of an equal aggregate principal amount, in denominations of \$1,000 and integral multiples thereof. Such definitive Notes shall be registered in such name or names as the Depository shall instruct the Trustee. It is expected that such instructions may be based upon directions received by the Depository from Participants with respect to ownership of beneficial interest in Global Notes.

UNDERWRITING

Subject to the terms and conditions set forth in the Underwriting Agreement and related Pricing Agreement referred to therein, the Company has agreed to sell to each of the Underwriters named below, and each of the Underwriters has severally agreed to purchase, the principal amounts of the Notes set forth opposite its name below.

| UNDERWRITER | PRINCIPAL AMOUNT OF NOTES |
|--|------------------------------|
| | ----- |
| Dillon, Read & Co. Inc..... | \$ 50,000,000 |
| Merrill Lynch, Pierce, Fenner & Smith Incorporated..... | 50,000,000 |
| | ----- |
| Total..... | \$100,000,000 |
| | ----- |
| | ----- |

The Underwriting Agreement and related Pricing Agreement provide that the Underwriters are obligated to purchase all of the Notes, if any are purchased.

The Company has been advised by the Underwriters that the Underwriters propose to offer the Notes to the public at the offering price set forth on the cover page of this Prospectus Supplement, and to certain dealers at such price less a concession not in excess of .40% of the principal amount, and that the Underwriters and such dealers may reallow a discount not in excess of .25% of the principal amount to other dealers. The public offering price and the concession and discount to dealers may be changed by the Underwriters after the initial public offering.

The Company has agreed to indemnify the several Underwriters against certain liabilities, including civil liabilities under the Securities Act of 1933, or to contribute to payments the Underwriters may be required to make in respect thereof.

The Notes are a new issue of securities with no established trading market, and the Company does not intend to apply for the listing of the Notes on any securities exchange. The Company has been advised by the Underwriters that they intend to make a market in the Notes, but are not obligated to do so and may discontinue any market making at any time without notice. No assurance can be given as to the liquidity of the trading market for the Notes.

Alvin E. Friedman, a director of the Company, acts as a senior advisor and is a former director of Dillon, Read & Co. Inc. Dillon, Read & Co. Inc. has provided from time to time, and may in the future provide, investment banking services to the Company, for which it has received and would receive customary fees and commissions.

Merrill Lynch, Pierce, Fenner & Smith Incorporated acted as the Company's financial advisor in connection with the Company's acquisition of Hall-Mark in 1993 and may in the future provide investment banking services to the Company, for which it would receive customary fees and commissions.

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AVNET, INC.

DEBT SECURITIES

Avnet, Inc., a New York corporation (the "Company"), may offer, from time to time, debt securities consisting of debentures, notes and/or other unsecured evidences of indebtedness (the "Debt Securities") at an aggregate principal amount not to exceed \$200,000,000 or, if the principal of the Debt Securities is payable in a foreign or composite currency, the equivalent thereof at the time of the initial offerings. The Debt Securities may be offered as separate series and may be offered in amounts, at prices and on terms to be determined at the time of sale. When a particular series of Debt Securities (the "Offered Debt Securities") are offered, a supplement to this Prospectus (a "Prospectus Supplement") will be delivered with this Prospectus setting forth the terms of such Offered Debt Securities including, if applicable, the specific designation, aggregate principal amount, denominations, currency, purchase price, maturity, rate (which may be fixed or variable) and time of payment of interest, redemption terms, and any listing on a securities exchange of such Offered Debt Securities.

The Debt Securities may be issued in registered or bearer form or both. In addition, all or a portion of the Debt Securities of a series may be issued in temporary or permanent global form. Debt Securities in bearer form will be offered only to non-United States persons and to offices located outside the United States of certain United States financial institutions.

 THESE SECURITIES HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES
 AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION NOR
 HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE
 SECURITIES COMMISSION PASSED UPON THE ACCURACY OR
 ADEQUACY OF THIS PROSPECTUS. ANY
 REPRESENTATION TO THE CONTRARY IS
 A CRIMINAL OFFENSE.

Offered Debt Securities may be sold directly by the Company, or indirectly through agents designated from time to time or through underwriters or dealers, or through a combination of such methods. See "Plan of Distribution." If any agents of the Company or any underwriters or dealers are involved in the sale of Offered Debt Securities, the names of such agents, underwriters or dealers and any applicable commissions or discounts will also be set forth in the Prospectus Supplement. The net proceeds to the Company from such sale will be set forth in the Prospectus Supplement.

THE DATE OF THIS PROSPECTUS IS MARCH 3, 1994.

AVAILABLE INFORMATION

The Company is subject to the informational requirements of the Securities Exchange Act of 1934, as amended (the "Exchange Act"), and in accordance therewith files reports, proxy statements and other information with the Securities and Exchange Commission (the "Commission"). Such reports, proxy statements and other information can be inspected and copied at the public reference facilities maintained by the Commission at Room 1024, Judiciary Plaza, 450 Fifth Street, N.W., Washington, D.C. 20549, and at the following regional offices of the Commission: New York Regional Office, 7 World Trade Center, 13th Floor, New York, New York 10048; and Chicago Regional Office, Suite 1500, Northwest Atrium Center, 500 West Madison Avenue, Chicago, Illinois 60661-2511. Copies of such materials can be obtained at prescribed rates from the Public Reference Branch of the Commission at Room 1024, Judiciary Plaza, 450 Fifth Street, N.W., Washington, D.C. 20549. Such material can also be inspected at the offices of the New York Stock Exchange, Inc., 20 Broad Street, New York, New York 10005, and the Pacific Stock Exchange, Inc., 301 Pine Street, San Francisco, California 94104 or 618 South Spring Street, Los Angeles, California 90014, on which exchanges the common stock of the Company is listed.

This Prospectus constitutes a part of a Registration Statement on Form S-3 (which, together with all amendments and exhibits thereto, is referred to herein as the "Registration Statement") filed by the Company with the Commission under the Securities Act of 1933, as amended (the "Securities Act"). This Prospectus omits certain of the information contained in the Registration Statement, and reference is hereby made to the Registration Statement for further information with respect to the Company and the Debt Securities offered hereby. Any statement contained herein concerning the provisions of any contract or other document is not necessarily complete, and is qualified in its entirety by reference to the copy of such contract or other document filed as an exhibit to the Registration Statement or otherwise filed with the Commission. The Registration Statement may be inspected without charge at the office of the Commission at Room 1024, Judiciary Plaza, 450 Fifth Street, N.W., Washington, D.C. 20549, and copies thereof may be obtained from the Commission at prescribed rates.

INCORPORATION OF CERTAIN DOCUMENTS BY REFERENCE

The following documents filed by the Company with the Commission (File No. 1-4224) are incorporated herein by reference:

1. The Company's Annual Report on Form 10-K for the fiscal year ended June 30, 1993 and Amendment No. 1 to such Report;
2. The Company's definitive proxy statement dated October 15, 1993 for the annual meeting of the shareholders of the Company held on November 17, 1993;
3. The Company's Quarterly Reports on Form 10-Q for the quarters ended October 1, 1993 and December 31, 1993; and
4. The Company's Current Reports on Form 8-K bearing cover dates of July 1, 1993 and January 6, 1994.

All documents subsequently filed by the Company pursuant to Sections 13(a), 13(c), 14 or 15(d) of the Exchange Act prior to the termination of the offering of the Debt Securities shall be deemed to be incorporated by reference in this Prospectus and to be a part hereof from the date of filing of such documents.

Any statement contained herein or in a document incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Prospectus to the extent that a statement contained in any subsequently filed document deemed to be incorporated herein, or contained in the accompanying Prospectus Supplement, modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of the Registration Statement or this Prospectus.

The Company will provide without charge to each person to whom a copy of this Prospectus is delivered, on the written or oral request of any such person, a copy of any or all of the documents incorporated herein by reference (other than exhibits to such documents, unless such exhibits are specifically incorporated by reference into the documents that this Prospectus incorporates). Requests for such copies should be directed to Raymond Sadowski, Senior Vice President, Avnet, Inc., 80 Cutter Mill Road, Great Neck, New York 11021 (telephone (516) 466-7000).

THE COMPANY

The Company is the largest industrial distributor of electronic components and computer products in the United States. Its primary customers are original equipment manufacturers, including military contractors. Electronic components are shipped either as received from the Company's suppliers or with assembly or other value added. The Company also produces or distributes other electronic, electrical and video communications products.

The Company's principal industry segments are as follows:

1. The Electronic Marketing Group (86% of total sales and 97% of earnings in the fiscal year ended June 30, 1993) is engaged in the marketing, assembly and/or processing, principally for industrial, commercial and military use, of electronic and electromechanical components and computer products. The Group's principal suppliers are Intel, Motorola, National Semiconductor, Texas Instruments, Advanced Micro Devices, Harris Corporation, AMP, Inc., ITT Cannon, Bendix Corporation, Digital Equipment Corporation, Connor Peripherals and Seagate Technology.

2. The Video Communications Group (6% of total sales) is engaged in the manufacture, assembly and marketing of television signal processing equipment.

3. The Electrical and Industrial Group (8% of total sales), which includes the Company's Brownell Electro, Mechanics Choice and Freeman Products operations, is engaged in the distribution of electrical insulation, magnet wire, electric motors and parts, measuring instruments, control equipment, seals and industrial maintenance products, and the production of trophy component parts and certain other items.

On July 1, 1993, the Company acquired Hall-Mark Electronics Corporation ("Hall-Mark") which was the third largest distributor of electronic components and computer products in the United States. For the twelve months ended June 30, 1993, Hall-Mark had sales of \$744 million. The acquisition added additional distribution franchises and approximately 25,000 customers to the Company's Electronic Marketing Group.

RATIO OF EARNINGS TO FIXED CHARGES

A description of the ratio of the Company's earnings to fixed charges, on a consolidated basis, appears in a Prospectus Supplement.

USE OF PROCEEDS

Except as may be set forth in a Prospectus Supplement, the Company intends to use the net proceeds from the sale of the Debt Securities for general corporate purposes, which may include repayment of debt, capital expenditures, possible acquisitions and working capital. Pending such use, the net proceeds may be temporarily invested in short-term securities.

Depending on market conditions, the financial needs of the Company and other factors, the Company may, from time to time, undertake additional financings. The amount and timing of such financings, if any, cannot be determined at this time.

DESCRIPTION OF DEBT SECURITIES

The following description of the terms of the Debt Securities sets forth certain general terms and provisions of the Debt Securities to which any Prospectus Supplement may relate. The particular terms of the Debt Securities offered by any Prospectus Supplement (the "Offered Debt Securities") and the extent, if any, to which such general provisions may apply to the Offered Debt Securities will be described in the Prospectus Supplement relating to such Offered Debt Securities.

The Debt Securities are to be issued under an Indenture (the "Indenture") dated as of February 1, 1994, between the Company and The First National Bank of Chicago, as Trustee (the "Trustee"), the form of which is filed as an exhibit to the Registration Statement. The following summary of certain general provisions of the Indenture and the Debt Securities does not purport to be complete and is subject to, and is qualified in its entirety by reference to, the provisions of the Indenture, including the definitions therein of certain terms. Whenever particular provisions in the Indenture are referred to herein, such provisions are incorporated by reference herein. Unless otherwise defined herein, all capitalized terms in this section have the same meanings given to such terms in the Indenture.

GENERAL

The aggregate principal amount of Debt Securities which can be issued under the Indenture is unlimited. The Debt Securities to which this Prospectus relates will be issued from time to time in one or more series in amounts the proceeds of which will aggregate up to \$200,000,000 and will be offered to the public on terms determined by market conditions at the time of sale. The Debt Securities will be unsecured and will rank pari passu with all other unsecured and unsubordinated indebtedness of the Company. The Indenture does not limit the amount of other indebtedness or securities, other than certain secured indebtedness as described below, that may be issued by the Company.

Debt Securities of a series may be issued in registered form ("Registered Securities") or bearer form ("Bearer Securities") or both as specified in the terms of the series. Debt Securities in bearer form will be offered only to non-United States persons and to offices located outside the United States of certain United States financial institutions. Debt Securities of a series may be issued in whole or in part in the form of one or more global securities ("Global Securities") registered in the name of a depository or its nominee and, in such case, beneficial interests in the Global Securities will be shown on, and transfers thereof will be effected only through, records maintained by the designated depository and its participants.

Reference is made to the Prospectus Supplement relating to the particular series of Offered Debt Securities offered thereby for the following terms of the Offered Debt Securities:

- The designation, aggregate principal amount and authorized denominations;
- The issue price expressed as a percentage of the aggregate principal amount;
- The date or dates of maturity;
- The interest rate per annum (fixed or floating) or the method by which such interest rate will be determined;
- The dates interest will commence accruing and, if applicable, be paid and, for Registered Securities, the record dates for interest payments;
- Where principal and interest, if any, will be paid;
- Any optional or mandatory sinking fund provisions;
- The dates and redemption prices relating to any optional or mandatory redemption provisions and other terms and provisions of any optional or mandatory redemptions;
- The denominations of Registered Securities if other than denominations of \$1,000 and any multiple thereof, and the denominations of Bearer Securities if other than denominations of \$5,000;

- The portion of the principal amount payable on declaration of acceleration of maturity or provable in bankruptcy, if other than the principal amount;

- Any Events of Default, if not set forth in the Indenture;

- The currency or currencies, including composite currencies, of payment of the principal (and premium, if any) and interest (if any), if other than the currency of the United States of America;

- If the principal (and premium, if any) or interest, if any, are to be payable, at the election of the Company or any Holder thereof, in coin or currency other than that in which the Offered Debt Securities of the series are stated to be payable, the period or periods within which, and the terms and condition on which, such election may be made;

- If such securities are to be denominated in a currency or currencies, including composite currencies, other than the currency of the United States of America, the equivalent price in the currency of the United States of America for purposes of determining the voting rights of Holders of such Offered Debt Securities as Outstanding Securities under the Indenture;

- If the amount of payments of principal (and premium, if any), or portions thereof, or interest may be determined with reference to an index, formula or other method, the manner of determining such amounts;

- Whether the Offered Debt Securities will be issuable in registered or bearer form or both, any restrictions applicable to the offer, sale or delivery of the Offered Debt Securities in bearer form, and whether the Offered Debt Securities in bearer form will be exchangeable (and the terms on which such exchange may be made) for Offered Debt Securities in registered form;

- Whether Offered Debt Securities will be issued in whole or in part in the form of one or more Global Securities and, if so, the method of transferring beneficial interest in such Global Security or Global Securities;

- The application, if any, of certain provisions of the Indenture relating to defeasance and discharge, and related conditions;

- Any additional restrictive covenants or other material terms relating thereto which may not be inconsistent with the Indenture; and

- Any applicable federal income tax consequences.

Unless otherwise indicated in the Prospectus Supplement relating thereto, principal (and premium, if any) will be payable, and the Registered Securities will be transferable, at the corporate trust office of the Trustee in New York, New York. Unless other arrangements are made, interest, if any, will be paid by checks mailed to the Holders of Registered Securities at their registered addresses. To the extent set forth in the Prospectus Supplement relating thereto, Bearer Securities and the coupons appertaining thereto will be payable, against surrender thereof, subject to any applicable laws and regulations, at the offices of such paying agencies outside the United States as the Company may appoint from time to time. No service charge will be made for any transfer or exchange of the Debt Securities, but the Company may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

One or more series of the Debt Securities may be issued as discounted Debt Securities (bearing no interest or interest at a rate which at the time of issuance is below market rates) to be sold at a substantial discount below their stated principal amount. Federal income tax consequences and other special considerations applicable to any such discounted Debt Securities will be described in the Prospectus Supplement relating thereto.

The Company will comply with Section 14(e) of the Exchange Act, and any tender offer rules of the Commission under the Exchange Act which may then be applicable, in connection with any obligation of the Company to purchase Offered Debt Securities at the option of the holders thereof. Any such obligation applicable to a series of Debt Securities will be described in the Prospectus Supplement relating thereto.

The Company may at any time purchase Debt Securities at any price in the open market or otherwise. Debt Securities so purchased by the Company may, at its sole option, be held, resold or surrendered to the Trustee for cancellation.

CERTAIN DEFINITIONS

"Attributable Debt" means, as to any particular lease, the greater of (i) the fair market value of the property subject to the lease (as determined by the Company's Board of Directors), or (ii) the total net amount of rent required to be paid during the remaining term of the lease, discounted by the weighted average effective interest cost per annum of the outstanding Debt Securities of all series, compounded semiannually.

"Consolidated Net Assets" means total assets after deducting therefrom all current liabilities as set forth in the most recent balance sheet of the Company and its consolidated Subsidiaries and computed in accordance with generally accepted accounting principles.

"Funded Debt" means (i) all indebtedness for money borrowed having a maturity of more than twelve months from the date as of which the determination is made or having a maturity of twelve months or less but by its terms being renewable or extendible beyond twelve months from such date at the option of the borrower and, (ii) rental obligations payable more than twelve months from such date under leases which are capitalized in accordance with generally accepted accounting principles (such rental obligations to be included as Funded Debt at the amount so capitalized and to be included as an asset for the purposes of the definition of Consolidated Net Assets).

"Person" means any individual, corporation, partnership, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"Principal Property" means any manufacturing or processing plant or warehouse owned at the date hereof or hereafter acquired by the Company or any Restricted Subsidiary of the Company which is located within the United States and the gross book value of which (including related land and improvements thereon and all machinery and equipment included therein without deduction of any depreciation reserves) on the date as of which the determination is being made exceeds 2% of Consolidated Net Assets, other than (i) any such manufacturing or processing plant or warehouse or any portion thereof (together with the land on which it is erected and fixtures comprising a part thereof) which is financed by industrial development bonds which are tax exempt pursuant to Section 103 of the Internal Revenue Code (or which receive similar tax treatment under any subsequent amendments thereto or any successor laws thereof or under any other similar statute of the United States), (ii) any property which in the opinion of the Company's Board of Directors is not of material importance to the total business conducted by the Company as an entirety, or (iii) any portion of a particular property which is similarly found not to be of material importance to the use or operation of such property.

"Restricted Subsidiary" means a Subsidiary of the Company (i) substantially all the property of which is located, or substantially all the business of which is carried on, within the United States, and (ii) which owns a Principal Property.

"Subsidiary" means any corporation more than 50% of the outstanding Voting Stock of which at the time of determination is owned, directly or indirectly, by the Company and/or by one or more other Subsidiaries.

"Voting Stock" means capital stock of a corporation of the class or classes having general voting power under ordinary circumstances to elect at least a majority of the Board of Directors, managers or trustees of such corporation (irrespective of whether or not at the time stock of any other class or classes shall have or might have voting power upon the occurrence of any contingency).

HIGHLY LEVERAGED TRANSACTIONS

Unless otherwise described in a Prospectus Supplement relating to any Offered Debt Securities, there are no covenants or provisions contained in the Indenture which may afford the holders of Offered Debt Securities direct protection in the event of a highly leveraged transaction involving the Company.

RESTRICTIONS ON SECURED DEBT

The Company covenants in the Indenture, for the benefit of each series of Debt Securities other than any series which specifically provides otherwise, that if the Company or any Restricted Subsidiary shall after the date of the Indenture incur or guarantee any evidence of indebtedness for money borrowed ("Debt") secured by a mortgage, pledge or lien ("Mortgage") on any Principal Property of the Company or any Restricted Subsidiary, or on any share of stock or Debt of any Restricted Subsidiary, the Company will secure or cause such Restricted Subsidiary to secure the Debt Securities, other than any series of Debt Securities established by or pursuant to a Board Resolution or in one or more supplemental indentures which specifically provide otherwise, equally and ratably with (or, at the Company's option, prior to) such secured Debt, unless the aggregate amount of all such secured Debt (plus all Attributable Debt which is not excluded as described below under the caption "-- Restrictions on Sale and Leaseback Financings") would not exceed 10% of Consolidated Net Assets.

This restriction will not apply to, and there will be excluded from secured Debt in any computation of the above restriction, Debt secured by (a) Mortgages on property of, or on any shares of stock of or Debt of, any corporation existing at the time such corporation becomes a Restricted Subsidiary, (b) Mortgages in favor of the Company or a Restricted Subsidiary, (c) Mortgages in favor of governmental bodies to secure progress, advance or other payments, (d) Mortgages on property, shares of stock or Debt existing at the time of acquisition thereof (including acquisition through merger or consolidation) and purchase money and construction or improvement Mortgages which are entered into within 180 days after the acquisition of such property, shares or Debt or, in the case of real property, within 180 days after the later of (1) the completion of construction on, substantial repair to, alteration or development of, or substantial improvement to, such property, or (2) the commencement of commercial operations on such property, (e) mechanics' and similar liens arising in the ordinary course of business in respect of obligations not due or being contested in good faith, (f) Mortgages arising from deposits with, or the giving of any form of security to, any governmental agency required as a condition to the transaction of business or to the exercise of any privilege, franchise or license, (g) Mortgages for taxes, assessments or government charges or levies which are not then due or, if delinquent, are being contested in good faith, (h) Mortgages (including judgment liens) arising from legal proceedings being contested in good faith, (i) Mortgages existing at the date of the Indenture and (j) any extension, renewal or refunding of any Mortgage referred to in the foregoing clauses (a) through (i) inclusive.

RESTRICTIONS ON SALE AND LEASEBACK FINANCINGS

The Company covenants in the Indenture, for the benefit of each series of Debt Securities other than any series which specifically provides otherwise, that the Company will not itself, and will not permit any Restricted Subsidiary to, enter into any sale and leaseback transaction involving any Principal Property, unless after giving effect thereto the aggregate amount of all Attributable Debt with respect to all such transactions, plus all secured Debt which is not excluded as described above under the caption "-- Restrictions on Secured Debt," would not exceed 10% of Consolidated Net Assets.

This restriction will not apply to, and there will be excluded from Attributable Debt in any computation of the above restriction, any sale and leaseback transaction if (a) the lease is for a period, including renewal rights, of not in excess of three years, (b) the sale or transfer of the Principal Property is made within 180 days after its acquisition or within 180 days after the later of (1) the completion of construction on, substantial repair to, alteration or development of, or substantial improvement to, such property, or (2) the commencement of commercial operations thereon, (c) the transaction is between the Company and a Restricted Subsidiary, or between Restricted Subsidiaries, (d) the Company or a Restricted Subsidiary would be entitled to incur a Mortgage on such Principal Property securing Debt in an amount equal to the Attributable Debt with respect to such transaction without equally or ratably securing the Securities, or (e) the Company or a Restricted Subsidiary, within 180 days after the sale or transfer is completed, applies to the retirement of Funded Debt of the Company or a Restricted Subsidiary ranking on a parity with or senior to the Debt Securities, or to the purchase of other property which will constitute a Principal Property having a fair market value at least equal to the fair market value of the Principal Property leased, an amount equal to the greater of the net proceeds of the sale of the Principal Property or the fair market value (as determined by the

Company's Board of Directors) of the Principal Property leased at the time of entering into such arrangement (as determined by the Board of Directors).

RESTRICTIONS ON MERGERS AND CONSOLIDATIONS

The Company covenants in the Indenture that it will not merge or sell, convey, transfer or lease all or substantially all of its assets unless (i) the successor Person is the Company or another Person organized under the laws of the United States (including any state thereof and the District of Columbia) which assumes the Company's obligations in the Debt Securities and under the Indenture, and (ii) after giving effect to such transaction, the Company or the successor Person would not be in default under the Indenture.

EVENTS OF DEFAULT

The Indenture defines "Events of Default" with respect to the Debt Securities of any series as being one of the following events: (i) default in the payment of any installment of interest on that series for 30 days after becoming due; (ii) default in the payment of principal of that series when due; (iii) default in the deposit of any sinking fund payment on that series when due; (iv) default in the performance of any other covenant in the Debt Securities of that series or the Indenture (other than a covenant included in the Indenture solely for the benefit of any series of Debt Securities other than that series) for 90 days after notice; (v) certain events of bankruptcy, insolvency or reorganization; and (vi) any other Event of Default provided with respect to Debt Securities of that series. If an Event of Default shall occur and be continuing with respect to the Debt Securities of any series, either the Trustee or the holders of at least 25% in principal amount of the Debt Securities then outstanding of that series may declare the principal amount of the Debt Securities of such series (or, in the case of Debt Securities sold at an original issue discount, the amount specified in the terms thereof) and the accrued interest thereon, if any, to be due and payable. Under certain conditions, such a declaration may be rescinded.

The Indenture provides that the Trustee shall, within 90 days after the occurrence of a default known to it, give the affected holders of Debt Securities notice of all uncured defaults known to it (the term "default" to mean the events specified above without grace periods); provided that, except in the case of default in the payment of principal of or interest on any Debt Security, the Trustee shall be protected in withholding such notice if it in good faith determines that the withholding of such notice is in the interest of the affected holders of Debt Securities.

The Company will be required to furnish to the Trustee annually a statement by certain officers of the Company certifying that there are no defaults or specifying any default.

The holders of a majority in principal amount of the outstanding Debt Securities of any series will have the right, subject to certain limitations, to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred on the Trustee with respect to the Debt Securities of such series, and to waive certain defaults with respect thereto. The Indenture provides that in case an Event of Default shall occur and be continuing, the Trustee shall exercise such of its rights and powers under the Indenture, and use the same degree of care and skill in exercising the same, as a prudent Person would exercise or use under the circumstances in the conduct of such Person's own affairs. Subject to such provisions, the Trustee will be under no obligation to exercise any of its rights or powers under the Indenture at the request of any of the holders of Debt Securities unless they shall have offered to the Trustee reasonable security or indemnity against the costs, expenses and liabilities which might be incurred by the Trustee in compliance with such request.

MODIFICATION OF THE INDENTURE

With certain exceptions, the Indenture may be modified or amended with the consent of the holders of not less than a majority in principal amount of the outstanding Debt Securities of each series affected by the modification; provided that no such modification or amendment may be made, without the consent of the holder of each Debt Security affected, which would (i) reduce the principal amount of or the interest on any Debt Security, or change the stated maturity of the principal of, or any installment of interest on, any Debt Security or the other terms of payment thereof, or (ii) reduce the above-stated percentage of Debt Securities, the consent of the holders of which is required to modify or amend the Indenture, or the percentage of Debt Securities of any series, the consent of the holders of which is required to waive certain past defaults.

DEFEASANCE AND DISCHARGE

The Indenture provides that the Company may elect, with respect to the Debt Securities of any series, to terminate (and be deemed to have satisfied) any and all its obligations in respect of such Debt Securities (except for certain obligations to register the transfer or exchange of Debt Securities, to replace stolen, lost or mutilated Debt Securities, to maintain paying agencies and hold monies for payment in trust and, if so specified with respect to the Debt Securities of a certain series, to pay the principal of (and premium, if any) and interest, if any, on such specified Debt Securities) on the 91st day after the deposit with the Trustee, in trust, of money and/or U.S. Government Obligations (as defined) which, through the payment of interest thereon and principal thereof in accordance with their terms, will provide money in an amount sufficient to pay any installment of principal of (and premium, if any), and interest, if any, on, and any mandatory sinking fund payments in respect of, such Debt Securities on the stated maturity of such payments in accordance with the terms of the Indenture and such Debt Securities. Such a trust may be established only if, among other things, the Company has delivered to the Trustee an Opinion of Counsel (who may be counsel to the Company) to the effect that, based upon applicable Federal income tax law or a ruling published by the United States Internal Revenue Service, such a defeasance and discharge will not be deemed, or result in, a taxable event with respect to holders of such Debt Securities. If so specified with respect to the Debt Securities of a series, such a trust may be established only if establishment of the trust would not cause the Debt Securities of any such series listed on any nationally recognized securities exchange to be delisted as a result thereof.

CONCERNING THE TRUSTEE

The First National Bank of Chicago is the Trustee under the Indenture and has been appointed by the Company as initial Security Registrar with regard to the Debt Securities. The Company currently does, and from time to time in the future may, maintain lines of credit and have customary banking relationships with the Trustee. The Trustee may serve as trustee for other debt securities issued by the Company from time to time.

PLAN OF DISTRIBUTION

The Company may sell Offered Debt Securities (i) to or through underwriters or dealers, (ii) through agents, (iii) directly to purchasers, or (iv) through a combination of any of the foregoing. Any such underwriter, dealer or agent may be deemed to be an underwriter within the meaning of the Securities Act. Any Prospectus Supplement relating to Offered Debt Securities will set forth their offering terms, including the name or names of any underwriters, the purchase price of the Offered Debt Securities and the proceeds to the Company from such sale, any underwriting discounts, commissions and other items constituting underwriters' compensation, any initial public offering price, any discounts or concessions allowed or reallocated or paid to dealers, and any securities exchanges on which the Offered Debt Securities may be listed.

If underwriters are used in the sale, the Offered Debt Securities will be acquired by the underwriters for their own account and may be resold from time to time in one or more transactions, at a fixed price or prices, which may be changed, or at market prices prevailing at the time of sale, or at prices related to such prevailing market prices, or at negotiated prices. The Offered Debt Securities may be offered to the public either through underwriting syndicates represented by one or more managing underwriters or directly by one or more of such firms. Unless otherwise set forth in the Prospectus Supplement, the obligations of the underwriters to purchase the Offered Debt Securities will be subject to certain conditions precedent and the underwriters will be obligated to purchase all the Offered Debt Securities if any are purchased. Any initial public offering price and any discounts or concessions allowed or reallocated or paid to dealers may be changed from time to time. Under agreements which may be entered into by the Company, underwriters, dealers and agents who participate in the distribution of Offered Debt Securities may be entitled to indemnification or contribution by the Company against certain liabilities, including liabilities under the Securities Act.

The specific terms and manner of sale of Offered Debt Securities are set forth or summarized in the Prospectus Supplement relating thereto.

If so indicated in a Prospectus Supplement, the Company will authorize underwriters or other persons acting as the Company's agents to solicit offers by certain institutions to purchase Offered Debt Securities from the Company pursuant to contracts providing for payment and delivery on a future date. Institutions with which such contracts may be made include commercial and savings banks, insurance companies, pension funds, investment companies, educational and charitable institutions and others, but in all cases will be subject to acceptance by the Company. The obligations of any purchaser under any such contracts will be subject to the conditions that the purchase of Offered Debt Securities shall not at the time of delivery be prohibited under the laws of the jurisdiction to which such purchaser is subject. The underwriters and such other persons will not have any responsibility in respect of the validity or performance of such contracts.

LEGAL MATTERS

The validity of the Offered Debt Securities will be passed upon for the Company by David R. Birk, Senior Vice President and General Counsel of the Company. Mr. Birk beneficially owns 7,632 shares of the Company's common stock, including 7,250 shares issuable upon exercise of employee stock options. Certain legal matters with respect to the Offered Debt Securities will be passed upon for the underwriters, dealers or agents, if any, by Cahill Gordon & Reindel, a partnership including a professional corporation, unless otherwise specified in the Prospectus Supplement.

EXPERTS

The consolidated financial statements and schedules of the Company and its subsidiaries incorporated by reference in this Prospectus have been audited by Arthur Andersen & Co., independent public accountants, as indicated in their report with respect thereto, and are included herein in reliance upon the authority of said firm as experts in accounting and auditing in giving said reports.

The consolidated financial statements of Hall-Mark and its subsidiaries incorporated in this Prospectus by reference to the Current Report on Form 8-K of the Company bearing cover date of January 6, 1994 have been so incorporated in reliance on the report of Coopers & Lybrand, independent accountants, given on the authority of said firm as experts in auditing and accounting.

 NO DEALER, SALESMAN OR OTHER PERSON HAS BEEN AUTHORIZED BY THE COMPANY TO GIVE ANY INFORMATION OR TO MAKE ANY REPRESENTATIONS OTHER THAN THOSE CONTAINED OR INCORPORATED BY REFERENCE IN THIS PROSPECTUS SUPPLEMENT OR THE PROSPECTUS IN CONNECTION WITH THE OFFER MADE BY THIS PROSPECTUS SUPPLEMENT AND THE PROSPECTUS AND, IF GIVEN OR MADE, SUCH INFORMATION OR REPRESENTATIONS MUST NOT BE RELIED UPON AS HAVING BEEN AUTHORIZED. NEITHER THE DELIVERY OF THIS PROSPECTUS SUPPLEMENT AND THE PROSPECTUS NOR ANY SALE MADE HEREUNDER AND THEREUNDER SHALL UNDER ANY CIRCUMSTANCES CREATE AN IMPLICATION THAT THERE HAS BEEN NO CHANGE IN THE AFFAIRS OF THE COMPANY SINCE THE DATE HEREOF OR THEREOF. THIS PROSPECTUS SUPPLEMENT AND THE PROSPECTUS DO NOT CONSTITUTE AN OFFER OR SOLICITATION BY ANYONE IN ANY STATE IN WHICH SUCH OFFER OR SOLICITATION IS NOT AUTHORIZED OR IN WHICH THE PERSON MAKING SUCH OFFER OR SOLICITATION IS NOT QUALIFIED TO DO SO OR TO ANYONE TO WHOM IT IS UNLAWFUL TO MAKE SUCH OFFER OR SOLICITATION.

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 [LOGO]

\$100,000,000

AVNET, INC.

6 7/8% NOTES DUE MARCH 15, 2004

 PROSPECTUS SUPPLEMENT

 DILLON, READ & CO. INC.

MERRILL LYNCH & CO.

