

**General Terms and conditions of sale**

General

The general conditions of business apply unless business partners ( the buyer and the seller) have expressly agreed different conditions in writing. Only conditions stated in written form are valid for business.  
 With the order placing (via web site or other) the buyer agrees and accepts these terms of sale.

**1. Price**

Prices in the offers are stated as net value (without VAT and other taxes) related to the product production costs and are exclusive from specially requested product tests, packing, shipping and legal state taxes.  
 Prices included in the web based offers are estimated according to entered values; in case the original Gerber data differs from the web entered values, we reserve the right to change the price. The order confirmation will reflect the correct product price and additional costs, if any. All prices are in EUR currency.  
 The products will not be insured; we accept no obligation to it. The responsibility is on the customer.

**2. Intellectual Property rights**

The customer owns all rights (copyright, ownership, license etc) to the product layout to be processed on his behalf and therefore bears the sole responsibility for possible infringement of rights. We do not accept any responsibility to any obligation to any third party. The designs and layouts produced in-house for our own purposes remain our property.

**3. Transfer of risk**

All risks are transferred to the customer when the goods leave our premises. All risks from any loss, damage etc are passed to the customer when the transport company takes over the goods. We accept no claims related to the shipping company.

**4. Transfer of ownership/ title**

All goods produced and delivered remain our property until all financial obligations from our customer have been met. When a product is replaced due to the claim and in the warranty period, the replaced item is our property until all financial obligations are met. When a refund is given, the product (unpopulated PCBs) for which the refund is provided must be returned to our premises and becomes our property. All tools created for the product manufacturing (films, working files, other digital data, etc) remain our property.

**5. Digital data transfer and security**

The customer is obligated to supply digital data (Gerber file) in requested file formats (listed on our web site). The manufacturing starts only after complete package of files is sent by the customer in time range stated on our web site. The customer is responsible for the original file security. We reserve the right not to achieve the digital data.

**6. Delivery**

6-1. Delivery date is considered to be the working day (Monday –Friday) when the finished goods are handed over to the shipping company. The shipping day does not count as production day. The production days are working days for the product manufacturing and the counting starts after the correct Gerber files are received from the customer at requested time range.. Should the customer fail to fulfill this obligation, the day count is delayed accordingly. Once the finished good are handed over to the shipping company our obligation according to this contract is finished. We accept no claims related to the shipping company. Weekends and Holidays does not count as working days

6-2. In the case of production lots 10% short or excess deliveries are customary in the PCB manufacturing industry and do not entitle the customer o raise complaints or to refuse acceptance. We reserve the right of short or excess delivery by up to 10 percent from the quantity ordered.

6-3 Call-off or framework orders must be used up within a calendar year. Cancellation fee may apply if the quantity is already in production.

**6-4 Delivery delay(s)**

- In case of delay due to unexpected reasons, we request a time allotment in order to fulfill the contract. Both

parties can withdraw from the contract at this point, should contract obligations are causing unreasonable obstacles. In this case, the customer is not entitled to request compensation.

- In case of prolonged delay caused by our side, the customer may request compensation of 0.5% for each working week of delay, but not more of 5% of the portion value of the product that cannot be in use because of the delay. We do not accept any additional damage compensation claim.
- In case the delay is caused by technical issues of the product design, the customer is obligated to cooperate until the issues are resolved. Both parties can withdraw from the contract at this point. . In this case, the customer is not entitled to request compensation.

#### 7. Warranty

We warrant our bare boards against defects in materials and workmanship under normal use for a period of 360 days from date of shipment ("Warranty Period"). The End-User immediately, but no later than 7 working days upon receipt of the goods at the place of destination, performs an entry PCB control according to IPC-A- 600 and notifies (in written form) the defects that has been detected and exactly describes the type of the defects. ([use the online claim form](#)).

The warranty is related to the IPC product Class stated in the customer purchase order. The customer is entitled to measure the defects only according to the product class stated before the production starts.

The customer must prove that all safety precautions and checks were performed before arises the claim.

If a defect arises and a valid claim is received within the warranty period, we will, at our option and to the extent permitted by law, for any bare boards that are returned and confirmed by our side to be non-conforming to the order specifications and/or the applicable quality and acceptability standards, either (I) replace the bare board at no charge or (II) issue a credit equal to the original purchase price of the bare board. We reserve the right to one or two improvements or replacement delivery attempts. If the improvement or replacement fails , than the customer is permitted to make the choice: either to reduce the purchase price or withdraw from the contract.

When a product is exchanged, any replacement item becomes the customer's property and the replaced item becomes our property. Before the refund is approved, the product (unpopulated PCBs) for which the refund is provided must be returned to our premises and become our property. We will not accept liability for any cost in addition to the value of the bare boards including but not limited to components, labor, independent laboratories , business interruptions and any other consequential damages or losses. We disclaim any open-ended acceptance of liability for losses beyond of our control.

This limited warranty does not apply: (A) to damage caused by use of third party products; (B) to damage caused by accident, abuse, misuse, flood, fire, earthquake or other external causes; (C) to damage caused by use of the product outside the permitted or intended uses described in the order specifications; (D) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of our company; (E) to a product or part that has been modified to alter functionality or capability without our written permission; (F) to processing the products, despite of the hidden defects found and not-reported before the processing starts or (G) to cosmetic damage, including but not limited to scratches or dents, that does not otherwise affect the product's functionality or materially impair it use.

Our obligation too accept complains ends as soon as any further processing, even partial processing, of delivered goods (PCBs) takes place without our prior written agreement.

Please read the [Storage conditions](#) on our web site.

While we cannot make any promises regarding what we might agree to in the future we are committed to do whatever is reasonable to make right any problems we may have created for our customers.

#### 8. Payment and due dates

Invoices are payable due net immediately upon receipt of the goods, unless other payment conditions have been agreed upon.

Terms of payment: We deliver providing an invoice with a 14 day term of payment. Differing terms of payment might be arranged on an individual basis. We reserve the right to ask for the advance payment via bank transfer.

We allow a 2% discount for payments made within 10 days from the invoice date.

Immediately after the agreed term of payment is overdue, interest rate are calculated at the rate of 7% above the current interest rate of the European Central Bank, without prior notice. All additional costs for warning notices and collection fees are on the customer expense.

In case of delayed payments, the payment terms agreed are void and claims are due immediately.

Any bank fees that result from the bank transfer are carried by the customer.

We do not accept credit card payments.

Note: the customer has no right to withhold the due payments, as longs as it does not correspond with the same contract. The customer may hold the payment to the particular contract and only to the amount that is connected to the confirmed/agreed defect claim in written form signed by both sides. Any compensation for disputed claims or

claims not yet determined as legally valid is not allowed.

9. Place of jurisdiction

Place of performance and jurisdiction is our company domicile, as far as the customer is registered company or is based abroad.

10. Invalidity

If individual provisions contained in these terms and conditions are invalid, the remaining contract and the remainder of these terms and conditions remain effective. For replacement of the invalid provisions regulations are agreed upon that come closest possible to the desired purpose in consideration of the mutual interests of the parties to the contract.