

## TERMS & CONDITIONS

**Eurotronics' corporate policy is to provide its Customers with high quality technology products meeting or exceeding agreed-upon customer specifications.**

### **1. Definitions**

The Products supplied by Eurotronics to which these Terms and Conditions shall apply are as follows ("Products"):

PCB (Rigid Printed Circuit Boards)

RFPC (Rigid-Flexible Printed Circuit Boards)

FPC (Flexible Printed Circuit Boards)

"Customer" means the person, firm or company acquiring the Product.

### **2. Variation**

Any variation of these conditions is not accepted unless confirmed in writing by the Eurotronics.

### **3. General**

All products sold and services supplied are subject to the following terms and conditions and all other liabilities, conditions, guarantees, warranties, terms, undertakings and representations are hereby excluded. Unless agreed in writing by Eurotronics nonverbal, written or other addition hereto or variation of or waiver hereof shall be effective and in the event of any conflict or inconsistency between these conditions and the terms of any other, these conditions shall prevail.

### **4. Limited Warranty**

Eurotronics warrants to the Customer that the Products will have been manufactured in accordance with mutually agreed-upon specifications and be free from defects in workmanship under normal use and service for a period of two years, subject to Section 5 below, from the date of manufacture, using date-codes or other significant/unique identifier on the Products, subject to the exceptions and limitations contained herein. In case of removal of the date code/unique identifier by the Customer, the Customer is responsible for maintaining traceability of Product, via the unique Eurotronics' identifier, from the time of receipt by Customer. Failure to do so will render this express limited warranty void on such Product. For purposes of these Terms and Conditions, a "Defective Product" or "Defect" shall mean a Product that does not meet this express limited warranty, subject to Section 5 with respect to surface finishes, and subject to the other exceptions and limitations herein, and which Defect is validated by Eurotronics.

Specifications must be mutually agreed upon and signed by Customer and Eurotronics, and may not be modified except by signed written agreement between Customer and Eurotronics.

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### **5. Shelf Life and Moisture Control Warranty Terms**

The term of Eurotronics' warranty coverage for defects in surface finishes shall be limited to the shelf life for the applicable finish. The shelf life for standard surface finishes is as follows:

- Hot Air Solder Level (HASL) – One year
- Electroless Ni Immersion Au (ENIG) – One year
- Electroless Ni Electroless Pd Immersion Au (ENEPIG) – One year
- Electroless Ni Electroless Pd Immersion Au (ENEPIG) for Wire Bonding Applications – Six months
- Electrolytic NiAu or ENIG for Wire Bonding Applications – Six months
- Organic Surface Preservative (OSP) – One year
- Electrolytic NiAu Selective ENIG/OSP – One year
- Immersion Tin – Six months
- Immersion Silver – Six months

In the event a surface finish other than those outlined above is used, the shelf life shall be equal to the manufacturer's specified shelf life.

Warranty coverage shall not apply to defects in surface finishes or defects in pre-pregs or laminates when the shelf life for such finish has been exceeded or one of the following temperature, humidity or exposure time controls has not been met:

5.1 Receiving Inspection by Customer: If original packages need to be opened for physical inspection, the inspection shall be conducted under the following conditions:

- Temperature controls are 21 degrees Celsius, +/- 3 degrees
- Humidity controls are max. 60 % RH
- Maximum exposure time is 24 hours

If the Products are not used within the maximum exposure time of 24 hours, they must be properly resealed in the same manner as originally sealed.

5.2 Customer warehouse storage and stock room: The original packages shall be stored under the following conditions:

- Temperature controls are 21 degrees Celsius, +/- 3 degrees
- Humidity controls are max. 60 % RH

5.3 Opening for assembly by Customer: When Products are taken out of original packages, reflow and soldering process shall be completed within 24 hours. The workshop ambient conditions shall be controlled at 25 degrees Celsius, +/- 5 degrees and/max. 60% RH and the assembly shall be completed within 72 hours.

5.4.1 For Products requiring surface mount (SMT) or other high temperature post processing, Customer must pre-bake in accordance with IPC-JPCA-6202 Appendix 1 and IPC-1601. Noncompliance with these industry guidelines resulting in product damage will void the limited warranty set forth in Section 4 above.

5.4.2 Conditioning of flexible and rigid-flexible circuit boards before soldering is required since moisture tends to evaporate rapidly when soldering, leading to delamination of the dielectric material and destruction of the PCB. Baking reduces the danger of delamination during the solder processes significantly.

In order to drive moisture out of the dielectric material we recommend baking in an oven for 4 – 6 hours at a temperature of maximum 120°C +/-10°C. The actual baking times vary according to board layout and stack-up. It is the responsibility of the solder process owner to validate the correct baking time. The SMT reflow or other high temperature processes should be completed within 3 hours after baking.

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### **6. Obligations**

Eurotronics' obligations under its limited warranty are limited to, in Eurotronics' sole discretion, repair or replacement by Eurotronics of Defective Product. If Eurotronics, in its sole discretion, opts to issue a credit instead of repair or replacement, Eurotronics preserves the right to review the bill of material (BOM) related to the defective Product prior to issuing a credit. The amount of such credit for such defective Product(s) shall be limited to the replacement of the defective goods and compensation of consequential damage within reasonable proportions to the actual Product cost or five times the order amount with an absolute maximum of one million five hundred thousand Euro. In no event will Eurotronics be liable for any testing, sorting, line down or administrative costs or any penalties or fees which the Customer is required to pay to third party(s). The limited warranty herein applies only to products manufactured during full-scale production that has been subject to all applicable IPC testing and quality standards.

### **7. Limitations**

Notwithstanding anything else in this Agreement, this limited warranty does not apply to, and Eurotronics makes no representations or warranties whatsoever with respect to: (i) Product that is processed outside of industry standard conditions and/or material supplier specifications and/or Eurotronics specifications or environmental controls; (ii) Product that has been subject to unapproved or improperly administered rework, repair, component upgrades or other modifications or excessive and/or localized thermal damage or exposure which might compromise material integrity; or (iii) Product defects or damage related to post-delivery processes or assembly; or (iv) components or materials; (v) defects resulting from the specifications or the design of the Products; (vi) Product that has been abused, damaged, altered or misused by any person or entity after title passes to Customer; (vii) first articles, pre-production units, test units or any other non-production units; (viii) defects resulting from tooling, designs or instructions produced or supplied by Customer; (ix) and defects that would not have occurred but for the Product's use or combination with other software or hardware; (x) in case the Customer decides to cancel an order that is already in production, Eurotronics reserves the right to invoice a cancellation cost for the expenses made at the time of cancellation; (xi) any other issues expressly excluded in these Terms and Conditions from warranty coverage. Customer shall be liable for costs or expenses incurred by Eurotronics related to the foregoing exclusions to Eurotronics' limited warranty.

We explicitly remark that printed circuit board production processes can change the physical and chemical properties of base materials under influence of chemicals, high pressure and high temperatures. Therefore, it is the Customer's sole responsibility to verify and ensure that the function complies with intended usage.

### **8. Customer's Property and Property Supplied**

(i) Customer's property and all property supplied to Eurotronics by or on behalf of the Customer will be held at Customer's risk. (ii) Every care will be taken to secure the best results when materials or equipment are supplied by the Customer, but responsibility will not be accepted for imperfect work caused by defects in or unsuitability of such materials or equipment. (iii) Where the Customer supplies materials adequate quantities shall be supplied to cover spoilage.

### **9. Validity**

Quotations are, unless otherwise specified, valid for a period of thirty calendar days, starting on the day the Eurotronics has sent the quotation. All quotations are submitted and contingent to final review of artwork specifications, prints and other relevant customer supplied information. The right is reserved to withdraw any quotation or order at any time either verbally or in writing and no liability whatsoever shall be incurred by such withdrawal.

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### **10. Cost Variation**

Quotations are based on the current costs of production and are subject to amendment at any time after acceptance, this to meet any rise or fall in costs for production and US Dollar to Euro exchange rate corrections. We reserve the right to complete a Customer's order within plus or minus five (5) per cent of the quantity called for and such a quantity within this percentage to be accepted whether follow on orders are imminent or already placed.

### **11. Order**

A quotation cannot be regarded as an order confirmation. Customer's order is accepted when the order confirmation has been sent by Eurotronics. Deviation between various information sources should be reported to the Eurotronics within three (3) days after order date. Any change in production must be reported and confirmed by Eurotronics before production.

### **12. Lead time**

From the date of receipt of the order confirmation, complete manufacturing specifications, drawings/artworks, upon clarification of technical and commercial matters and availability of laminate materials. The estimated delivery date is a best estimation and can vary plus or minus three (3) working days.

### **13. Delivery and Delay**

Subject to agreement between the Customer and Eurotronics, delivery shall be duty paid to the Customer's warehouse. (i) Delivery may be subject to delay and if delay arises from circumstances beyond the reasonable control of Eurotronics or its suppliers, Eurotronics does not accept any liability whatsoever for delay or for any loss or damage resulting there from howsoever caused. (ii) Orders may not be cancelled on the ground of any delay except by mutual agreement and time for delivery shall be extended by the period of delay. If the period of delay exceeds three calendar months, the Buyer is allowed to cancel the order in writing. (iii) Time shall not be of essence in relation to delivery unless expressly agreed in writing between the parties. (iv) Cancellation of an order can only be accepted, if made in writing, with our consent and on terms that indemnify us against loss.

### **14. Special Delivery**

Any additional costs due to a special delivery requested, the Customer will be charged for. Normal delivery including postage, packaging and carriage are included in the price.

### **15. Force Majeure**

Eurotronics is not responsible for cancellation or delivery delay due to an inability to secure labor, materials or supplies or as a result of an Act of God, War, Strike, Lock-out or other labor dispute, Fire, Weather Conditions, Political Instability or others caused beyond our control.

### **16. Payment**

The total value of the invoice is payable within 30 days netto from date of invoice (according to the Uniform European Union payment terms). All local bank charges are for customer's account. If the invoice is not paid on the due date, interest shall be charged at a rate of 1.5 % per month to be calculated on a daily basis started at the due date of payment and this until the date until the payment is received by Eurotronics. Eurotronics reserves the right to calculate a US Dollar to Euro exchange rate correction on the invoice amount if the deviation is more or equal than five percent (5%) for subsequently two months from the order confirmation date.

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### **17. Title of Goods**

(i) Title of goods does not pass to the Customer until the goods are paid for in full. Failure to pay in full shall give Eurotronics the right to take possession of the goods without notice and without liability and at its option to avail itself of any legal remedy in addition to re-possessing the goods. (ii) Notwithstanding the title of goods has not passed, the responsibility and the risk of loss or damage shall pass to the Customer from the date the goods are delivered at the Customer's delivery address.

### **18. Claims**

(i) Claims arising from damage, delay or partial loss of goods in transit shall be made in writing and has to reach Eurotronics within three (3) working days after delivery. Claims for non- delivery shall be made within fourteen (14) working days after dispatch of the goods. All other claims must be made in writing within ten (10) working days after delivery. (ii) Claims arising from failures or hidden failures of goods must be made in writing from the very moment the failure occurs. (iii) Failures or hidden failures will be handled according to Belgium Law Art. 1641 of the Civil Code.

### **19. Supplier Quality Assurance**

The Supplier Quality Assurance is governed in a separate document, Terms & Conditions of Purchase.pdf which can be downloaded from our website [www.eurotronics.be](http://www.eurotronics.be)

### **20. Law**

The Contract shall in all respects be governed and construed in accordance with Belgium Law. The place of jurisdiction for any possible dispute is exclusively reserved for the competent courts of Eurotronics' registered statutory seat.