

Contract

Between: Eurocircuits participating companies (as listed below) hereinafter called "supplier".

And: Eurocircuits customer (details to be completed below) hereinafter called "customer".

1. General

§1.1. Supplier offers PCB production services according to the terms and conditions stipulated in this document.

§1.2. The customer acknowledges that any product provided by Eurocircuits is of custom design and therefore, may not be returned for credit. Returns are only possible when our goods do not meet the guarantees specified under point 5 hereafter and when the procedure to communicate this is followed as described under point 6 hereafter.

§1.3. Customer agrees to order under these conditions and through the Eurocircuits web site. By placing an order the customer confirms that he accepts these conditions, including the provision that the liability of the supplier is limited to the replacement of damaged or incorrect PCBs.

§1.4. Orders submitted through the online web-form are considered as a request from the customer to the supplier to carry out a service. The supplier has the right to accept or refuse this request. The supplier has the right to refuse the order for whatever reason, such as credit history of the customer, non-compliance with technical specifications of Eurocircuits, lack of preparation or production capacity or any other reason. The supplier has the right to limit or deny access to his services at any time. Any partial or full limitation of access or any failure of a part or all of the functionality of the web site will not render the supplier liable to pay any compensation.

§1.5. During the first two hours after order input the customer can change or cancel his order. Once this time limit has been passed the order is in process and can no longer be changed or cancelled. The order will then follow the normal route of production and will be sent and billed according to the order terms.

§1.6. The supplier will provide timely information to the customer about any anomaly on his orders via e-mail to the e-mail address provided by the customer and registered on the web site. Order progress and delivery information will be available through the web-site. It is the responsibility of the customer to read the e-mails and to consult the information on the website.

2. Price

§2.1. The price shown in the web-form on entering the order will be binding only upon confirmation and after the submitted documentation files have been checked. The supplier reserves the right to change the price or cancel the order if the documentation submitted does not comply with the data entered in the order input screen.

3. Copyright

§3.1. In so far as the PCB to be delivered is produced on the basis of data provided by the customer, the customer declares that he owns all necessary rights (ownership, copyright etc.) on the appliance, part or layout on which work is being carried out for him. He will indemnify the supplier against any loss or damage that may occur due to wrongful reproduction.

4. Delivery

§4.1. Where a customer has arranged to pick up the goods himself these will be duly handed over to a person declaring himself to represent the ordering company or user. No liability will be accepted if the goods are transferred to a third party who should not have received the goods.

§4.2. In case of Express Delivery (delivery to the customer's premises or another delivery address specified by the customer) delivery will take place at the customer's expense. This cost is charged on each delivery. Packaging charges will be kept to a minimum. The customer is responsible for ensuring that the delivery address he has given on the web-form is both correct and complete. Any additional transport costs resulting from incorrect address details will be charged to the customer.

§4.3. Unless otherwise specified by the customer the supplier employs courier services to which the normal CMR regulations apply with regard to insurance and transporter's liability.

§4.4. The quoted delivery time is to be considered as an indication only and not of the essence of the contract. In the event of any delay in delivery the customer shall have no right to damages or to cancel the order. If the goods are delayed in leaving the supplier's premises other than for causes beyond his reasonable control any extra charges made for shorter production time may be dropped and the price of the goods recalculated based on the actual production time.

§4.5. For technical reasons the supplier reserves the right to under-deliver on an order. This will not constitute grounds for complaint or for refusal of the goods. If the under-delivery is less than 10% of the ordered quantity (PCBs or panels) the supplier will not be obliged to deliver the remaining quantity and the order will be considered as completed. Only the quantity actually delivered will be invoiced to the customer.

5. Guarantee

§5.1. The supplier guarantees that all delivered goods will comply with the technical specifications published on the website of Eurocircuits for the service chosen except in so far as any such non-compliance arises from the data supplied by the customer. The **supplier's** guarantee applies to any defective boards provided the defect is notified to him in writing in a timely manner and has been evaluated by both parties, and provided the boards are immediately returned to the **supplier's** factories at the customer's expense in accordance with the provisions of §6.1. **The supplier's** guarantee is strictly limited to the replacement of the delivered goods under the same delivery conditions as the original order. Under no circumstances will the supplier be liable for any form of consequential loss or damages.

§5.2. The supplier accepts no liability for shrinkage or warping of materials caused by the designed layout. For changes that occur after delivery through outside influences i.e. fair wear and tear, responsibility will only be accepted where these problems were caused as a direct result of poor workmanship. In the event of goods being rejected due to material or labor faults they will be replaced free of charge subject to the provisions of §6.1.

§5.3. The **supplier's** guarantee applies only to the original purchaser of the goods. In the event that the goods are sold on to a third party, whether further processed or not, only the guarantee of the reseller shall apply.

§5.4. The artwork delivered by the customer shall comply with the rules set out in Technical Specifications as published on the Eurocircuits website. The customer must check that all artwork, drill and rout files supplied are complete and correct. The manufacture of the PCB will always be carried out at the customer's own risk. There will be no liability on the part of the supplier for incorrect PCBs if production was carried out in accordance with the data supplied by the customer. The fact that the customer chooses to have his files checked by the supplier does not relieve him from the responsibility to supply correct data. The Eurocircuits services do not warrant that all errors and inaccuracies in the customer documentation are detected before production is started. The supplier's liability is limited to the performance of industry-standard checks to confirm the manufacturability of the boards in accordance with the Technical Specifications of the relevant service as published on the Eurocircuits web-site.

§5.5. On receipt of a complaint, the supplier has the right to correct any damage, offer a replacement or credit all or part of the original purchase price. Further claims will be not be accepted. Replacement goods will be delivered under the same conditions as the original order. The supplier will not accept complaints where goods have been altered in any way, unless permission to do so has been given in writing. The lead-free finishes applied on the boards mean that they must be stored in their original packaging. Solderability of the boards is guaranteed for a maximum period of 6 months after delivery. All necessary precautions must be taken not to touch the boards with fingers or bring them into contact with sulfuric contaminations.

6. Complaints

§6.1. Any complaints about unwanted, damaged, missing or incorrect goods will only be accepted if submitted in writing immediately on, or at the latest 8 days after, receipt of the ordered goods. The supplier cannot be held liable in case of any repairs by the buyer or any third party, or in case of any form of manipulation which may prevent the cause of any possible defect from being established, or in case the products are being or have been treated or processed with any product whatsoever, of any nature or for any purpose whatsoever. Any returns shall be sent to the address of the supplier, free of charge and at the customer's responsibility.

7. Transfer of property

§7.1. Notwithstanding the transfer of risk when the goods leave the **supplier's** premises, property in the goods shall not pass until payment in full has been received.

8. Payment

§8.1. Orders will be invoiced upon delivery. Invoices are payable according to the payment conditions stated on the invoice. The maximum allowed payment term is 30 days from invoice date.

9. Confidentiality

§9.1. Supplier and customer will keep confidential all information they receive about the other party which is not in the public domain. Each party agrees that their obligation to confidentiality will persist even if this contract is terminated

10. Validity

§10.1. The contract shall be binding under the governing laws of the country of the supplier. Should any provision of these conditions be unenforceable, the validity of the remainder of the conditions shall not be affected.

§10.2. This contract comes into force at the date it is signed, and remains valid for all quotations requested and all orders placed by the customer whether **through the supplier's website** or by any other means.

CUSTOMER

Company: _____

Representative: _____

Job Title: _____

I declare that I have the authority to legally bind the company and sign this contract.

Date: _____

Signature: _____

SUPPLIER COMPANIES

| Company | Address | ZIP | City | Country | VAT-Nr |
|-----------------------|-------------------------|------------|--------------|-----------------|-------------------|
| Eurocircuits bvba | Antwerpsesteenweg 66 | 2800 | Mechelen | Belgium | BE0447.572.351 |
| Eurocircuits GmbH | Hauptstrasse 16 | 57612 | Kettenhausen | Germany | DE812.847.765 |
| Eurocircuits S.A.R.L. | 10 RUE DE BELLEVUE | 89500 | ARMEAU | FRANCE | FR15481654374 |
| Eurocircuits sarl | Place du Midi CP311 | 1950 | Sion | Switzerland | CH635.211 |
| Eurocircuits BV | Hoofdstraat 11 | 5481AA | Schijndel | The Netherlands | NL8141.66.167.B01 |
| Eurocircuits Kft | Berva-Völgy hrsz 2401/9 | 3324 | Felsőtárkány | Hungary | HU11.931.878 |
| Europrint Eger Kft. | Berva-Völgy hrsz 2401/9 | 3324 | Felsőtárkány | Hungary | HU11.162.973 |
| Europrint NV | Antwerpsesteenweg 66 | 2800 | Mechelen | Belgium | BE0444.188.140 |