

# TS PCB Techno-Service S.A. [hereinafter referred to as “Supplier”] General Terms and Conditions

TS PCB offer aims solely at business customers and public institutions.

## Offer inquiry

1. Offer inquiries shall be sent in electronic form:
  - a) fill in the inquiry form at [www.tspcb.pl](http://www.tspcb.pl) or
  - b) send your inquiry to: [inquiry@tspcb.pl](mailto:inquiry@tspcb.pl).
2. Nothing in the price offers shall be construed to constitute any commitment to enter into a sales agreement. Arrangements and liabilities which have not been confirmed in writing shall be null and void.
3. The Customer shall check all data in the price offer and shall notify the Supplier on all discrepancies before issuing the order. Placing an order based on an offer (in accordance with the offer) is tantamount to accepting all changes to the project proposed in the offer, if such changes were included in the offer.
4. The price offer shall be valid if the Customer refers to it in the order (giving the order number) and if all elements of PCBs are consistent with the price offer (for technologies, quantities or conditions other than those specified in the price offer, different price and/or delivery conditions shall apply).

## Order

1. Orders must be placed in electronic form only:
  - a) completing the order form on the website [www.tspcb.pl](http://www.tspcb.pl) or
  - b) by sending a request by e-mail to [office@tspcb.pl](mailto:office@tspcb.pl).
2. Cancelling the order by the Customer is possible only if the Customer covers the costs that are adequate to the costs incurred by the Supplier in the process of realizing the cancelled order.

3. Orders placed via online form or to the above mentioned e-mail address is regarded as a request for service. Oral agreements and commitments without written confirmation are invalid.
4. Each access limitation to the Supplier website (that is independent from the Supplier) or temporarily or permanently invalid website areas cannot be the base for compensation claims by the Customer.
5. The Supplier may refuse to perform the order due to the current backlog in payments, non-compliance the order with the technical specifications, lack of production capacity or other justifiable reasons provided to the Customer.
6. In case of orders produced in standard lead times, the Customer has the right to change the project or cancel the order within 2 hours after the order has been issued. After 2 hours, the order cannot be modified, while cancelling the order is possible only if the Customer covers the costs that are adequate to the costs incurred by the Supplier in the process of realizing the cancelled order.
7. In case of express orders, making changes in the project or cancelling the order is possible only if the Customer covers the costs that are adequate to the costs incurred by the Supplier in the process of realizing the cancelled or modified order.
8. In the event of any changes in the project the Customer is required to change the name of the circuit board (e.g. a new version of the board). No change in terminology will not be the basis of complaint if the Supplier produces the old version of the board.
9. The Customer agrees to execute the order in accordance with the Supplier's terms and conditions presented. By placing an order, the Customer confirms that he accepts these terms and conditions, including the stipulation that the Supplier's liability shall be limited only to replacement of defective or incorrectly delivered printed circuits.
10. The cooperation of the Parties undertaken on the basis of the accepted order shall be governed by the laws of the Republic of Poland, and any disputes shall be subject to the jurisdiction of the Polish courts.

## Realization

1. Unless specified by the Customer, the Supplier:
  - a. carries out the orders according to IPC-A-600, IPC-A-610, PERFAG 2D, PERFAG 3C,
  - b. carries out the orders according to quantity tolerance -5%/+10%,
  - c. allows for the possibility of defective circuits (X-outs) on the panel,
  - d. mentioned circuits are always clearly marked by the supplier,
  - e. the allowable number of X-outs on the panel is:
    - if the panel contains 10 or more PCBs, the allowable amount of panels containing X-outs is 10%; the allowable amount of X-outs on each panel is also 10%,
    - if the panel contains less than 10 PCBs, the allowable amount of panels containing X-outs is 10%, the allowable number of X-outs on each panel is 1.
2. Other arrangements can be made after individual consultation (quantity tolerance of  $\pm 0\%$  is associated with an individual price quotation).
3. The specified realization lead time should be treated as approximate. If the lead time is prolonged, the Customer agrees to derogate from any claims or cancelling the order.
4. In case of delay in order implementation, the Supplier does not accept the financial consequences of delays. In case of delay in realization of express orders, the PCBs price might be recalculated and possibly reduced by the express charge value.
5. Delays in payment will cause the suspension of order implementation and shipment, until settlement of overdue payments.

## Price

1. The Supplier determines fabrication costs of PCBs based on the submitted design (offer inquiry sent via e-mail or website). All the prices given in offers, orders and online formula are net prices and do not include transport and insurance costs (Ex Works Gdańsk according Incoterms 2010), as well as the cost of electronic components and the

assembly of these components, since the purchase and assembly of electronic components on printed circuits is not an object of activity and therefore part of the Supplier's offer. The price of the PCBs depends on which circuit board technology is requested by the Customer and what is the total area of the order.

2. The cost of transport depends on the weight of the parcel and the place of delivery. On Customer request the Supplier can determine the transport costs – according to the price list of DHL. On request, the shipment may be insured on the terms offered by the courier and the cost of insurance is then added to the cost of transport.
3. The Supplier reserves the right to change prices of PCBs if the conditions specified in the order differ from those defined in the previously accepted order (e.g. changes in PCB technology, quantity or lead time), or if the prices of fabrication materials change considerably (more than 10%).
4. The price given in the online form is binding only after checking the files attached to the order and sending the confirmation to the Customer. The Supplier reserves the right to change the price or cancel the order if attached files are not compatible with technology entered in the online order form.

## Delivery

1. The period of transport is not included in the delivery time. The settled lead time is the date of product shipment from the Supplier or the date the product is made available for collection (Ex Works Gdańsk according Incoterms 2010).
2. The Supplier handles domestic and international shipments in cooperation with DHL. If the Customer has a contract signed with another forwarder and wants to use their service, the Customer is required to provide their client number, according to their contact with the forwarder.
3. The Supplier accepts no liability for damage or loss of shipment by the courier company or any delays in delivery by fault of the forwarder (in such cases the Supplier provides, however, assistance in handling the problem or in claiming damages from the forwarder).

4. In case of delay in order delivery, the Supplier does not accept financial consequences of delays.

## Use of printed circuit boards

1. The Customer is obliged to perform the test assembly on one circuit and proceed the other circuit assembly after finding that the test was correct.
2. The Supplier shall not be liable for any damages incurred by the Customer in the event that the Customer refrains from carrying out the test assembly as in step 1.

## Storage conditions for printed circuit boards

1. The recommended storage conditions for printed circuit boards are:
  - a) sealed packaging, humidity below 50% and room temperature.
2. Storage time:
  - a) 6 months for circuits made on laminates with TG 135 (standard),
  - b) 4 months for circuits made on laminates with higher than 135 TG.
3. With leaking packaging or when the specified storage time has passed, it is recommended to anneal the boards:
  - a) circuits made on laminates with TG 135 - annealing should be carried out 24 hours before assembly;
  - b) circuits made on laminates with higher TG - annealing should be carried out 8 hours before assembly.

### Annealing conditions:

- a) TG 135 - 3 hours at 130 deg C,
- b) TG higher than 135 - 3 hours at 140 deg C.

In the case of vacuum drying with a vacuum of about 50 mbar, the drying temperatures can be reduced by 20 deg.C.

The quoted annealing time is the minimum time, and depending on the structure of the PCBs, or the conditions of exposure of the PCBs to moisture, it can be extended.

4. In accordance with IPC 4552A, the Supplier shall ensure the appropriate level of solderability of the delivered PCBs for 12 months from the time of delivery of the PCBs to the Customer (or from the time the PCBs are made available for collection in the case of the Customer's own collection). After the expiration of this period, the Supplier's liability for any problems arising during the process of assembly of electronic components on the supplied circuits is excluded.

## Payment

1. In case of new clients, the Supplier shall release the order for implementation upon prior payment based on Payment Specification. Payment specification is valid for 7 working days, after which the document is canceled and the given price does not apply any more. If the Supplier does not receive the payment (or payment confirmation) along with the confirmation of reading and accepting these sales conditions, the order will be canceled.
2. Following three transactions based on Payment specification, the Supplier allows deferred payments provided that the following documents are submitted:
  - a) valid extract from the National Court Register or certificate of the entry in the applicable register,
  - b) copy of NIP (Taxpayer ID number) assignment certificate,
  - c) copy of REGON (business ID number) assignment certificate,
  - d) completed request for wire transfer payments.
3. In case of delayed payment, the Customer shall be charged with statutory interests, calculated from the date on which the payment became due until it is finally settled.
4. Moreover, the Customer shall cover all costs incurred by the supplier in connection with the execution of overdue payments.
5. The title is transferred on the Customer as soon as full payment is credited to the bank account of the Supplier.
6. Delayed payments will result in the withholding of orders and shipment of orders until past due amounts are settled. Failure to make timely payments may also result in a

change in payment terms for future orders to an obligation to pay 100% of the value of the order before the start of production (prepayment).

## Warranty

1. For tested PCBs, the Supplier grants a lifelong warranty for absence of electric faults and defects.
2. Moreover, the Supplier grants a 12-month warranty for material defects.
3. The warranty period begins on the date of delivery to the Customer of the ordered printed circuits.
4. The warranty does not apply to circuits, which have been assembled with electronic components without test assembly (see point 2 of the section Use of printed circuit boards).
5. The warranty does not cover circuits stored contrary to the Supplier's recommendations (see section Storage conditions for printed circuit boards).
6. The Customer is obliged to check whether all the provided production files (layout, drilling files, milling files) are correct and complete. PCBs are produced on the Customer's own responsibility – the Supplier does not bear any responsibility for the defected PCBs that were produced according to the files provided by the Customer.
7. The warranty provided by the Supplier shall be governed by the laws of the Republic of Poland, and any disputes that may arise in the course of processing claims under the warranty provided shall be subject to the jurisdiction of the Polish courts. This means exclusion of the application of the provisions of the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980. Implied warranty provisions are also excluded.

## Claims

1. Claims concerning PCBs quality and quantity shall be reported in electronical form and sent to the address: [office@tspcb.pl](mailto:office@tspcb.pl) immediately once the defects have been discovered.

2. While submitting a claim, the Customer shall describe the problem and attach the pictures of defective PCBs. If the Supplier determines that the photos provided are insufficient to process the claim (and in particular to confirm the existence of a defect or to diagnose the cause of the defective circuits), the Supplier may require the Customer to immediately send samples of the defective circuits to undergo additional testing, including destructive testing (so-called micro-section). Within 24 hours of receipt of the claim, the Supplier will contact the Customer to determine the next steps.
3. The Supplier's liability is excluded if the circuits that are the subject of the complaint have been modified in any way, including when electronic components have been mounted on them, unless the Supplier's written consent to such modification has been sent in advance.
4. Claims concerning PCBs quality shall be examined by the Supplier within 14 days since the date of receiving the package with defected PCBs. In case the subject are quantity issues, the claim shall be examined within 7 days since the date of receiving the claim.
5. The deadline listed above might be prolonged in case the claim examination requires additional actions, such as expertise, special PCBs examinations or activities involving the forwarder.
6. All returns shall be sent on the Supplier's address, free-of-charge and on customer's responsibility.
7. The Customer is liable to pay for the received order even if any claim is submitted.

## **Copyrights**

1. The Customer confirms that they have all necessary copyrights for the designs submitted to the Supplier for the purpose of fabrication and pricing.

## **Confidentiality**

1. The Supplier safeguards full confidentiality of data sent to the Supplier, which can be confirmed in NDA agreement. Personal data of the Customer can be entered into the



database of the Supplier and processed in accordance with the The Law on Personal Data Protection of May 10, 2018 (Journal of Laws 2018, item 1000) and the General Regulation, of the European Parliament and of the Council (EU) 2016/679 of April 27, 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC. Data are protected from unauthorized access.

2. Data are used in order to sell the products and services of the Supplier and to facilitate marketing activities, such as product information and special offers.

## Customer panel on the website

1. Customer panel on [www.tspcb.pl](http://www.tspcb.pl) website enables fulfilling requests for quotations and orders for printed circuit boards. The available functionalities are:
  - monitoring orders,
  - fulfilling collective orders,
  - payment record,
  - editing personal data by reporting them to an administrator,
  - change of login password,
  - profile deletion.
2. To **log in** to the customer panel, one should go to [www.tspcb.pl](http://www.tspcb.pl) website, and then click „Log in” button. After displaying a login form, one should fill in required fields, i.e. login and password (“Have you forgotten your password” function is used for recovering a password), and then click “Log in”.
3. To **register** on the customer panel, one should go to [www.tspcb.pl](http://www.tspcb.pl) website, click “Login” button and then click “Register” button, display a registration form and fill in required

fields concerning personal data (first name, second name, e-mail address, passwords, company data, telephone number, street, postal code, town). It is also necessary to give consents concerning personal data processing as well as get familiar with declarations and notifications. Clicking "Register" button finalises the process of creating an account.

4. **Company account** on [www.tspcb.pl](http://www.tspcb.pl) portal is available for all users registered in it. It means that every user who is able to log in to a given company account can see the projects registered in it. It is also possible if the projects were added by other users registered in this account. Verification of a user added to a company account by the administrator takes place by identifying a domain with the company name in an e-mail address. Users of a given company account are fully responsible for the projects registered in it. They can perform all functions available in it (among others, fulfilling orders, data modification, hiding projects). If the need for intervention is not reported, these activities are not monitored by the administrator.

## **The entity that sells PCBs through this website is TS PCB forming part of Techno-Service SA:**

Techno-Service S.A.

Siedlicka 6 Str.

80-222 Gdańsk

NIP: PL 584-030-42-88

REGON: 190543954

National Court Register KRS: 0000054168 District Court Gdańsk-Północ in Gdańsk,

8<sup>th</sup> Economic Division of National Court Register KRS

Share capital: 598 912 80 PLN

Paid-in capital: 598 912 80 PLN

## Scope of activities

TS PCB Techno-Service S.A. activities focus on production and sales of printed circuit boards.

The PCBs are manufactured based on the individual Customer order – Customer's project and technical specification.

„Terms of sale” contents all changes introduced from **17/01/2023**.