

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 or
 - b. send your inquiry to: marketing@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 or
 - b. by sending a request by e-mail to 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 email 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. 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 client.
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 customer is required to change the name of the circuit board (eg. 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 that the order will be realized under these "Terms and Conditions" of the Supplier. By issuing the order, the customer confirms that these terms were accepted. That includes the fact that the Supplier's liability is limited to replacement of defective PCBs.

Realization

1. Unless specified by the customer, 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, 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. Techno-Service S.A. 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). 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 we 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. 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 Techno-Service S.A. or the date the product is made available for acceptance (Ex Works Gdańsk according Incoterms 2010).
2. Techno-Service S.A. 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. Techno-Service S.A. 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 Techno-Service S.A. provides assistance in handling the problem or in claiming damages from the forwarder).
4. In case of delay in order delivery, supplier does not accept financial consequences of delays.

Use of printed circuit boards

1. 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. PCB supplier shall not be liable for damages incurred by the customer in case of not carrying out the test assembly as in step 1.

Payment

1. In case of new clients, Techno-Service S.A. 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 we do 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, Techno-Service S.A. 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 Techno-Service S.A.

Guarantee

1. For tested PCBs, the supplier grants a lifelong guarantee for absence of electric faults and defects.
2. Moreover, the supplier grants a 12-month guarantee for material defects.
3. 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 – supplier does not bear any responsibility for the defected PCBs that were produced according to the files provided by the customer.

Claims

1. Claims concerning PCBs quality and quantity shall be reported in electronical form and sent to the address: 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. The supplier will contact the customer within 24 hours from the date when the claim is submitted in order to arrange further proceedings.
3. Claims concerning PCBs quality shall be examined by the TS PCB 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.
4. 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.
5. The supplier rejects all claims on PCBs that have been modified in any way, unless such modifications were agreed in writing, or assembled.
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. Techno-Service S.A. 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 Techno-Service S.A. and processed in accordance with the Personal Data Protection Act of 29 August 1997 (Journal of Laws Dz.U. no. 133/1997, item 883). Data are protected from unauthorized access.
2. Data are used in order to sell the products and services of Techno-Service S.A. and to facilitate marketing activities, such as product information and special offers.

Customer panel on the website

1. Customer panel on 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 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 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 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, 8th 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 **01/04/2019**.