

TERMS AND CONDITIONS OF SALES AND DELIVERY for products and services from Flatfield multi print International B.V.

Valid from August 2018, supersedes version January 2018

1. General

1.1. Flatfield multi print International B.V. (Flatfield) reserves the right to amend these Terms and Conditions of Sales and Delivery (the “Terms and Conditions”) at any time. Customers and users are responsible for checking the Terms and Conditions regularly and to have the latest valid version available. Orders shall be subject to the Terms and Conditions applicable at the time of placing the order. The Terms and Conditions are published on Flatfield web site.

1.2. Exceptions to these Terms and Conditions shall only be effective if confirmed by Flatfield in writing.

1.3. Should any individual term or individual terms of these Terms and Conditions be invalid or unenforceable due to provisions of national law, this shall not affect, in any respect, the validity or enforceability of other terms and conditions of the Terms and Conditions.

2. Technical Documents and Technical Information

2.1. All drawings and other technical documents regarding the products or their manufacture submitted by one party to the other party, prior or subsequent to the sale of the products, shall remain the property of the submitting party.

2.2. Drawings, technical documents or other technical information received by one party shall not, without the consent of the other party, be used for any other purpose than for which they were submitted. They may not without the consent of the other party be copied, reproduced, transmitted or otherwise communicated to a third party. Flatfield are however without consent from other party entitled to submit documents to, by Flatfield selected, production partner.

3. Validity of quotations

3.1. Quotations are valid for 30 days unless otherwise agreed in writing. If, at order date, the US dollar exchange rate deviates more than 3% from the exchange rate on the date the quote was issued, Flatfield reserves the right to adjust pricing in line with the actual exchange rate at time of ordering. Flatfield will absorb fluctuations below 3%.

4. Acceptance of orders

4.1. An order placed by a customer shall become binding on customer when placed by customer to Flatfield. Such an order shall become binding on Flatfield only after Flatfield’s written confirmation of the order or upon delivery of

the ordered products by Flatfield to the customer.

5. Delivery etc.

5.1. Terms of delivery are agreed in writing between Flatfield and the customer. Where a trade term has been agreed, it shall be construed in accordance with the INCOTERMS in force at the time of formation of the contract. If no trade term is agreed, the delivery shall be EX Works.

5.2. If Flatfield finds that Flatfield will not be able to deliver products in accordance with the agreed delivery time or if delay on Flatfield's part seems likely, Flatfield shall without undue delay notify the customer thereof in writing, stating the reason for the delay and if possible the time when delivery can be expected.

5.3. If delivery is delayed due to force majeure (section 11) or due to any actions or circumstances attributable to the customer, the time of delivery shall be extended by a period, which is reasonable with regard to the circumstances. In no event shall Flatfield be liable for delay or failure to deliver due to force majeure or circumstances attributable to the customer.

5.4. The customer shall in no event be entitled to compensation for indirect, consequential or special damages arising or resulting from the delay.

6. Prices and rate of exchange adjustment

6.1. The price of the product is in accordance with the price notified in Flatfield's written and valid order confirmation to the customer.

6.2. The applied currency to the sale of the products is the currency notified in the written and valid offer or otherwise notified by Flatfield in writing.

6.3. Prices not quoted in Euro are connected to an exchange rate specified in the written offer. If the exchange rate changes after conclusion of the contract, Flatfield reserves the right to alter the price accordingly or change the price in accordance with the written offer from Flatfield.

7. Terms of payment

7.1. Terms of payment are net 30 days, unless otherwise agreed in writing. Flatfield shall be entitled to interest from the due date with an interest rate of one (1) % per month. An administration charge will be added for payment remark invoice.

7.2. The products shall remain the property of Flatfield until paid in for full.

8. Product Quality and Liabilities for Defects

- 8.1. The product shall be free of defects in material and workmanship at the date of delivery from Flatfield to the customer.
- 8.2. The customer shall upon delivery inspect the delivered products. Flatfield must receive complaints and remarks in written form, within fourteen (14) days from the day the defect became known or should have become known to the customer. If a complaint is not made within the aforesaid time, the right to make a complaint is lost.
- 8.3. Complaints cannot be handled without receiving pictures of the defect or receiving the defect products in return with a clearly marked problem.
- 8.4. Flatfield's liability with respect to solderability of the products is limited in all respects to a period of 6 (six) months from the date code of the product. For products with ENEPIG (Electroless Nickel Electroless Palladium Immersion Gold), Hot Air Solder Levelling (HASL), Lead Free HASL, OSP, Immersion Silver, Flash Gold and Electroless Nickel Immersion Gold (ENIG) surface treatment, Flatfield liability is extended to 12 months. An absolute requirement for the liability under this section is that the customer has in all respects handled and stored the products in accordance with IPC1601.
- 8.5. Complaints due to errors or lack of information in production files/documentation or design defects in the construction cannot be accepted.
- 8.6. Return of products is only possible if accepted by Flatfield in writing. Products returned to Flatfield must be packed as received.
- 8.7. Flatfield reserves the right to make destructive analysis of assembled boards returned to us for investigation.

9. Compensation

- 9.1. If a complaint is valid and Flatfield accepts responsibility for the complaint, Flatfield reserves the right to, within reasonable time, provide the customer with new products of the same type, revision and in the same quantity as the defect products, or, if possible, repair the defect products. Flatfield's liability in case of defects is limited to the repair or replacement of the defective products.
- 9.2. Compensation for assembled components, re-programming machines or other cost for rework or repair are not accepted for more than an amount six times the contract value of the defect board price, unless otherwise agreed in writing. Flatfield reserves the right to investigate complaints in its own quality laboratories and will not accept costs for external investigations, unless otherwise agreed in writing.
- 9.3. All transport in connection with repair or replacement of defect products shall be at Flatfield's risk and expense. The customer shall follow Flatfield's instructions regarding how the transport shall be carried out.

10. Limitation of liability

- 10.1. Flatfield shall not in any event be liable for any special, indirect, incidental or consequential damages, including but not limited to loss of sales or business, loss of profit, loss of use or goodwill, incurred by the customer or any direct or indirect customer of the customer.
- 10.2. Flatfield's liability under this agreement is under all circumstances limited to the maximum compensation Flatfield receives through its liability insurance.

11. Force Majeure

11.1. Either party shall be entitled to suspend performance of its obligations under a contract to the extent that such performance is materially impeded or made unreasonably onerous by circumstances beyond the control of the parties such as (but not limited to) fire, war, industrial disputes, restrictions in the use of power and defects or delays in deliveries by subcontractors caused by any such circumstance. A circumstance beyond the control of the parties, whether occurring prior to or after the formation of the contract, shall give a right to suspension only if its effect on the performance of the contract could not reasonably have been foreseen at the time of the formation of the contract.

12. Applicable law

12.1. Contracts concluded under these Terms and Conditions shall be governed by Dutch law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. Exclusive place of jurisdiction for all disputes arising out of this Agreement shall be Rechtbank Oost-Brabant, Netherlands.