

## **M / DO-17-E General Terms and Conditions of Sale**

### **1. General Provisions**

In the following provisions, the ordering party is referred to as the "Customer" and Varioprint AG, Mittelbissastrasse 9, 9410 Heiden, Switzerland, is referred to as the "Supplier."

These delivery terms apply unless and to the extent that the parties do not make any different written agreements in individual cases. The contract is only concluded with the written order confirmation by the Supplier.

### **2. Order of Precedence**

In the absence of information in the customer documents and/or in the case of contradictions, the following order of precedence applies:

1. Customer-specific agreements
2. Supplier's order confirmation
3. Supplier's general terms and conditions of sale and delivery
4. Customer's order
5. Customer's data
6. Customer's drawings
7. Customer's technical delivery conditions
8. IPC standards

The present general terms and conditions of sale and delivery of the Supplier take precedence in any case over other conflicting provisions. In particular, any differing or conflicting contractual conditions of the Customer are hereby generally rejected without the need for an additional specific rejection declaration.

### **3. Intellectual Property Rights / Technical Documents**

3.1. All trademarks, patents, designs, and other intellectual property rights remain the exclusive property of the Supplier. It is not permitted to use these without the express permission of the Supplier.

3.2. All technical documents, drawings, plans, layouts, etc. remain the intellectual property of the Supplier and may neither be used for personal use nor disclosed to third parties. Conversely,

documents provided by the Customer also remain their intellectual property and will not be disclosed to third parties.

#### **4. Cancellation**

The cancellation of orders is only possible with the written consent of the Supplier. Costs that have already been incurred or price increases resulting from order reductions are to be borne by the Customer.

#### **5. Manufacturing**

Unless otherwise agreed, the Supplier manufactures the printed circuit boards according to international IPC standards, Class 2. The acceptance criteria are assessed according to IPC-A-600 (latest edition), Class 2.

#### **6. Marking**

To ensure traceability, each printed circuit board or delivery panel will be marked with the manufacturer's logo, the calendar week (WW/YY) of the delivery date, and the last five digits of the production order number. In case of space constraints, only the last five digits of the production order number will be indicated on the printed circuit board, or an individual solution will be coordinated with the customer.

A UL marking will only be applied according to the customer's requirements. Our UL listing can be viewed at [www.ul.com/database](http://www.ul.com/database) (File E54609).

#### **7. Process Changes**

7.1 Process changes by the Supplier are permitted, provided that after careful examination, the Supplier considers any negative impact on the fit, form, function, reliability, or further processability of the printed circuit board to be excluded. In such cases, notification of the Customer is not required.

7.2 Other process changes that have an impact on the printed circuit boards are permissible after consultation with the Customer.

## **8. Prices**

8.1. All prices are net, ex works, without any deductions.

8.2. All additional costs, such as freight, insurance, export, transit, import, and other permits, as well as certifications, are borne by the Customer.

8.3. The Supplier or the Customer themselves are responsible for the payment of the applicable taxes and duties.

## **9. Payment Terms**

9.1. As per the order confirmation. The Customer must adhere to the agreed payment dates even if transport, delivery, or acceptance is delayed or rendered impossible for reasons not attributable to the Supplier. Withholding payments or offsetting them against any counterclaims is excluded.

9.2. If the Customer is in arrears with an agreed payment, the Supplier is entitled, without limiting their legal rights, to suspend further contract execution, halt production, or withhold ready-to-ship deliveries.

9.3. From the agreed due date, the Customer owes default interest, which is 4% above the 12-month LIBOR of the contractual reference currency valid at the due date. If the Customer is more than two weeks in arrears with a payment or the provision of agreed security, the entire remaining amount becomes due immediately.

## **10. Retention of Title**

10.1. The supplier retains ownership of all deliveries until full receipt of the agreed payments.

10.2. In the event of processing, combining, mixing, etc., of the contractual items with other goods not belonging to the supplier, the supplier is entitled to co-ownership of the newly created item proportionate to the value of their delivery.

10.3. The customer authorizes the supplier to make the registration or notation of the retention of title in public registers or books and commits to providing all required signatures.

## **11. Delivery Period**

11.1. The delivery period begins as soon as the contract is concluded, the customer's necessary technical documents have fully arrived at the supplier, the agreed payments and securities have been provided, and the required official permits have been granted. The delivery period is met if the delivery is ready for shipment at the factory by the end of this period.

11.2. The delivery period is reasonably extended if cases of force majeure, such as epidemics, natural events, mobilization, war, riots, labor disputes, energy and raw material shortages, boycotts, accidents, significant operational disruptions, governmental actions, or other events beyond the supplier's control and responsibility, prevent compliance with the delivery period. Any liability of the supplier for delivery delays due to force majeure is hereby expressly excluded.

11.3. The delivery period is also extended if the customer subsequently changes the order or the technical documents or is in arrears with his contractual obligations, particularly if he does not provide the necessary documents/data in time, delays clarifying technical questions/uncertainties regarding the documents/data, does not make the agreed payments and securities on time, or is behind schedule with the work he is responsible for.

## **12. Delivery Quantities and Partial Deliveries**

12.1 The ordered delivery quantities may be exceeded or undercut by 10% by the supplier. Billing is based on the actual quantity delivered.

12.2 Partial deliveries are permitted.

## **13. Defective PCBs in the Delivery Panel**

In the delivery panel, a maximum of 50% of the individual PCBs may be rendered unusable. The defect rate for the entire delivery must not exceed 10%. The defective PCBs will be marked on both sides with a waterproof marker (Edding 3000) with an "X-out" and packaged separately.

## **14. Packaging**

The PCBs are sealed in antistatic ESD shrink wrap. The number of PCBs per packaging unit depends on their dimensions. As a guideline, units of 10 pieces (PCBs or delivery panels) are chosen.

## **15. Storage and Drying Before Further Processing**

To ensure optimal further processing, the recommendations "Storage conditions for bare PCBs" and "Drying of PCBs before soldering" from ZVEI e.V. (German Electrical and Electronic Manufacturers' Association) must be followed. These recommendations are available on the association's website ([www.zvei.org](http://www.zvei.org)). In the event of a warranty claim, the customer must prove compliance with these recommendations.

## **16. Free Consultation**

Any free technical consultation provided is outside of any pre-contractual or contractual obligations. The supplier assumes no liability for this consultation, particularly regarding its accuracy.

## **17. Risk Transfer and Insurance**

17.1. Upon being made available for shipment at the factory, benefit and risk pass to the customer. If the shipment is delayed for reasons not attributable to the supplier, the delivery will be stored and insured at the customer's expense and risk.

17.2. Transport is carried out at the customer's expense and risk. It is the customer's responsibility to insure the delivery against any kind of damage.

## **18. Place of Performance**

The place of performance for all contractual services is Heiden, Switzerland, unless otherwise agreed.

## **19. Inspection and Acceptance**

19.1. The customer is initially obligated to check the delivery for completeness and transport damages immediately upon arrival and to notify the supplier of any damages. Deliveries with obvious transport damages are to be accepted by the customer under reservation. The carrier is to be instructed by the customer to immediately record a report, which is to be sent to the supplier without delay.

19.2. The customer is then obligated to immediately check the contractual items for their functionality. Any defects in a delivery item must be reported to the supplier in writing, specifying the identified defect, without delay, but no later than eight (8) calendar days after receipt of the respective delivery. If such apparent defects are not reported in writing within this period, the products are considered approved.

19.3. Defects that cannot be discovered even with careful inspection within the eight-day inspection period (so-called hidden defects) must be reported to the supplier immediately, but no later than eight (8) calendar days after their discovery, in writing and with a detailed description of the defect. If such hidden defects are not reported in writing within this period, the products are considered approved.

## **20. Warranty and Liability for Defects**

20.1. The supplier only assumes warranty for the delivered products if the storage and drying recommendations according to point 15 have been followed. The following warranty and liability provisions are subject to this condition.

20.2. The general warranty period is 12 months from the production date. The supplier's warranty is contingent upon the timely fulfillment of the agreed payment terms by the customer.

20.3. From the production date, the supplier guarantees solderability for 12 months for chemically Ni/Au, Ni/Pd/Au, and HAL. For all other surfaces, the warranty period is 6 months.

20.4. For flexible and rigid-flex PCBs, the supplier guarantees a maximum processing time of 6 months from the production date.

20.5 The supplier is obligated, until the end of the warranty period, to repair or replace all parts that become unusable due to demonstrably poor material, faulty design, or defective workmanship. The right to rescission or reduction as well as the assertion of damages is excluded. If a delivery still has defects despite a replacement delivery or repair, the supplier may take back the defective delivery in exchange for the return of the received payments.

20.6. Excluded from the warranty and liability are damages resulting from circumstances not attributable to the supplier, especially due to natural wear and tear, incorrect information from the customer, unsuitable operating resources, disregard of operating instructions, improper handling, or external force.

20.7. The supplier's liability for damages to third-party items (e.g., components in the assembly of the delivered item) resulting from the use, processing, connection, mixing, or installation of the delivery is expressly excluded.

20.8. The supplier's liability is in any case limited to the net value of the delivered products that caused the damage.

20.9. Claims of defects do not affect the customer's payment obligation. The withholding or reduction of payments due to complaints is only permitted with the explicit consent of the supplier.

## **21. Consequential Damages**

The customer's warranty and liability claims are conclusively regulated in these terms and conditions. Subject to mandatory statutory provisions, there are in no case contractual or tort claims by the customer for compensation of damages that did not occur to the delivery item itself, such as, in particular, production downtime, recall costs, loss of use, loss of orders, lost profits, and other indirect and direct damages of any kind.

## **22. Indemnification / Exemption**

The customer agrees to indemnify and hold the supplier harmless from all claims that can be directly or indirectly attributed to the actions, omissions, or contractual breaches of the customer.

## **23. Severability Clause**

Should individual provisions of these General Terms and Conditions of Sale be or become wholly or partially invalid or void, this shall not affect the validity of the remaining provisions. The contracting parties agree to replace the invalid or void provision with a valid regulation that most closely achieves the purpose of the invalid or void provision.

## **24. Jurisdiction / Applicable Law**

For disputes arising from or in connection with this contract, including those concerning the validity of the contract or these General Terms and Conditions of Delivery, the court at the supplier's place of business (Heiden AR, Switzerland) shall have exclusive jurisdiction. The legal relationship is governed exclusively by substantive Swiss law, excluding conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods of April 11, 1980 (CISG).