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	Related process routine (Doc. Number): Management		Document type: PROCESS INSTRUCTION	
	Document name: PCBs General Conditions of sale	Related to Group / Company: Group		Created date: 2017-01-16
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PCB's General Conditions of Sale

1. Scope of Application, etc.

(i) These general conditions apply to all contracts of sale of printed circuit boards and other goods concluded by PCB Connect AB, PCB Connect AS, PCB Connect OY, PCB Connect BV, PCB Connect Ltd (HK), PCB Connect Shenzhen Trading Ltd, PCB Connect Inc., PCB Connect GmbH, PCB Connect OÜ, PCB Connect A/S, PCB Connect Ltd (UK) or other companies within the PCB Connect Holding AB group of companies as seller, hereinafter called the "Seller". The customer concluding the contract with the Seller is hereinafter called the "Buyer". The Buyer's order and the Seller's order confirmation shall be deemed to incorporate these general conditions.

(ii) When used in these general conditions the term "in writing" and similar terms refer to a signed document or a letter, facsimile or e-mail.

(iii) Deviations from these general conditions must be agreed expressly and in writing and they must refer to a specific order to constitute a valid part of the contract concerning the order. The Seller's failure to object to deviations referred to or presented in any other way by the Buyer shall not be construed as any acceptance of the deviations or any waiver of any rights of the Seller under the Seller's order confirmation or these general conditions. These general conditions shall take precedence over general or other conditions referred to or presented in any other way by the Buyer, unless the Seller expressly and in writing accepts such conditions concerning a specific order.

2. Product Information, Technical Information, Drawings, etc.

(i) Statements made in product information, price lists, descriptions of methods and routines and similar information on the Seller's website or presented in any other way are binding in respect of a contract concerning a specific order only to the extent this is agreed in writing and the agreement specifies the statements in question.

(ii) Drawings and other technical documents concerning the goods or their production which are handed over by a party to the other party before or after the conclusion of the contract remain the property of the former party, unless otherwise agreed in writing. Drawings and other technical information and information about manufacturers' and end customers' identities and circumstances may not without the other party's written consent be used for any other purpose than that for which the information was received.

(iii) Only Gerber, ODB++, Excellon and Sieb & Meyer formatted data files are suitable for production tools for printed circuit boards manufacturing. Any other data format is not suitable for creating production tools and has to be converted into a suitable data format. When the customer sends PCB Connect any other data format than Gerber, ODB++, Excellon or Sieb & Meyer, PCB Connect will convert these other data format into a suitable data format, using the latest available conversion software from the original design software supplier. PCB Connect cannot be held liable for conversion errors.

3. Applicable Trade Term

Applicable trade term is agreed in writing and shall be interpreted in accordance with the latest version of INCOTERMS at the time of the conclusion of the contract.


4. Time for Delivery, Delay

(i) Time for delivery is agreed in writing. If the Seller finds that a delivery or part of a delivery cannot be made in time or that it is likely that there will be a delay, the Seller shall without unreasonable delay notify the Buyer thereof in writing and specify, if possible, the date when delivery is expected to take place.

(ii) If a delivery or part of a delivery is delayed due to (a) an act or omission or other circumstance on the Buyer's side, (b) the Seller's suspension of delivery under article 5 below or (c) a circumstance constituting an exemption under article 9 below, the time for delivery shall be extended by a reasonable period regardless of whether the cause of the delay occurs before or after the originally agreed delivery date.

(iii) If a delivery or part of a delivery is delayed for more than three weeks due to an act or omission or other circumstance on the Seller's side, the Buyer is entitled to damages if the Buyer suffers damage as a result of the delay. However, the damages shall not exceed 10% of that part of the price (exclusive of VAT and similar charges) which is related to the delayed part of the delivery. The Buyer loses its right to damages under this paragraph if the Buyer does not notify the Seller in writing of its claim for damages within four months from the date when delivery should have taken place, specifying the calculation of the damage suffered and the relevant delay in delivery.

(iv) If, in a case referred to at paragraph (iii) above, delivery is delayed for more than two months, the Buyer may in writing demand delivery within a final period, which shall be reasonable and in no event less than two weeks. If the Seller fails to deliver within such final period and this is not due to a circumstance referred to at paragraph (ii) above, the Buyer may by written notice terminate that part of the

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contract which is related to the delayed part of the delivery. In case of such termination, the Buyer is entitled to damages if it suffers damage as a result of the termination. However, the sum of damages due to such a termination and damages, if any, due to a delay under paragraph (iii) above shall not exceed 15% of that part of the price (exclusive of VAT and similar charges) which is related to the delayed part of the delivery. The Buyer loses its right to damages under this paragraph if the Buyer does not notify the Seller in writing of its claim for damages within six months from the date when delivery should have taken place, specifying the calculation of the damage suffered and the relevant delay in delivery.

(v) The Buyer shall not be entitled to any other remedy or relief due to a delay in delivery than limited damages and termination under paragraphs (iii) and (iv) above. However, the limitation of the liability for damages shall not apply if the delay was caused by the fact that the Seller was guilty of gross negligence.

(vi) The Buyer shall make sure that it can take delivery on the agreed delivery date, regardless of whether this is a holiday at the place where delivery is to be taken and irrespective of the agreed trade term. If the Buyer finds that the Buyer cannot take delivery in time or that it is likely that there will be a delay in taking delivery, the Buyer shall immediately notify the Seller thereof in writing and specify, if possible, the date when the Buyer can take delivery. The Buyer shall pay the price as if the goods had been delivered on the originally agreed delivery date and the Seller is entitled to damages if it suffers damage as a result of the delay in taking delivery.

5. Payment, Delay in Payment

(i) Time for payment is agreed in writing. If the Buyer does not pay in time, the Seller is entitled to interest from the due date at the rate of 1.5% per month, unless another rate has been agreed in writing. If in any case the said applicable interest rate is not valid, the Seller is entitled to interest at the highest valid rate.

(ii) In addition, until payment is made the Seller may by written notice suspend its performance of the contract which is subjected to the delay in payment and other contracts with the Buyer regardless of whether other contracts are subjected to delay in payment, including deliveries and other acts which have not yet taken place under the contract and other contracts. The Seller may also by written notice suspend its performance of the contract if there is reason to believe that the Buyer will not pay in time for a delivery under the contract or if the Buyer does not pay in time for a delivery under another contract with the Seller.

(iii) If the Buyer has not paid within two months from the due date or there is reason to believe that the Buyer will not pay within the said period, the Seller may by written notice terminate the contract or, if the Seller so wishes, that part of the contract which is related to deliveries that have not yet taken place or been paid. In addition, in such a case, the Seller may by written notice terminate other contracts with the Buyer to the extent deliveries have not taken place under other contracts and regardless of whether other contracts are subjected to delay in payment. The Seller is entitled to damages for damage it suffers as a result of the termination of the contract and other contracts with the Buyer.

6. Retention of Title, Right to Retake Possession


Delivered goods remain the property of the Seller until paid for in full and the Seller has the right to retake possession of the goods in the event of termination, to the extent this is valid under the law applicable in these respects.

7. Defects

(i) Delivered goods shall conform with specifications agreed in writing. In the event of a defect in the goods resulting from faulty materials or workmanship the Seller shall, in accordance with the paragraphs below of this article, (a) remedy the defect by repairing or replacing the defective goods or (b) refund to the Buyer payment made for the defective goods or, if payment has not been made, release the Buyer in writing from the obligation to pay for the defective goods.

(ii) The Buyer shall examine the goods as soon as possible after delivery. The Buyer shall notify the Seller in writing of a defect immediately and in any event within two weeks after the Buyer discovered or ought to have discovered the defect. The notice shall specify the goods and the delivery in question and it shall contain a clear description of how the defect manifests itself and a photograph of the defective goods. The Buyer shall also, if possible, preserve the defective goods which is the subject of the notice and let the Seller examine the goods upon the Seller's request. If the Buyer does not (a) notify the Seller of a defect within the said period and in the said way or (b) if possible preserve the goods which is the subject of the notice or (c) let the Seller examine the goods, the Buyer shall not be entitled to any remedy or relief due to the defect whether concerning repair or replacement, price reduction, damages or otherwise.

(iii) After the end of eight months from the date of delivery of the goods the Buyer shall have no right to notify the Seller of any defect therein or make any claim due to any defect therein regardless of whether the defect could have been discovered or not before that point in time. As regards goods replaced or repaired by the Seller, the Seller's liability for defects in delivered goods is the same as the liability for defects in the original goods for a period of no longer than eight months.

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(iv) If the Seller has received a notice of defective goods in accordance with paragraphs (ii) and (iii) above and the Buyer has fulfilled its obligations therein, the Seller shall without unreasonable delay (a) remedy a defect for which the Seller is liable under paragraph (i) above by repairing or replacing the defective goods or, if the Seller is unable to remedy the defect within the said period and the defect is fundamental to the intended use of the defective goods, (b) refund to the Buyer payment made for the defective goods or, if such payment has not yet been made, release the Buyer in writing from the obligation to pay for the defective goods. If the Buyer, instead of requesting the Seller to remedy a defect which is the subject of a notice, wants to remedy the defect itself or let a third party remedy the defect the Buyer shall obtain the Seller's written consent before doing so. If the Buyer does not obtain such consent the Buyer is in no case and to no extent entitled to compensation for such costs incurred to remedy the defect.

(v) If the Seller does not without unreasonable delay fulfill an obligation, if any, under paragraph (iv) above to remedy a defect, the Buyer may by written notice require the Seller to remedy the defect within a final period, which shall be reasonable and in no event less than two weeks. If the Seller fails to fulfill such obligation within the final period, the Buyer may remedy the defect itself or let a third party remedy the defect provided that the Buyer notifies the Seller in writing within two weeks from the expiration of the Seller's final period that the Buyer intends to do so. In such a case, the Buyer is entitled to compensation for reasonable costs incurred to remedy the defect. However, the compensation for such costs shall not exceed 15% of that part of the price (exclusive of VAT and similar charges) which is related to the defective goods.

(vi) If the Buyer has become entitled to remedy or let a third party remedy a defect under paragraph (v) above, the Buyer may instead of exercising that right claim a reduction of the price for the defective goods in an amount reasonably corresponding to the defect, provided that the Buyer notifies the Seller thereof in writing without unreasonable delay and in any event within four weeks from the expiration of the Seller's final period to remedy the defect. However, the price reduction shall not exceed 15% of that part of the price (exclusive of VAT and similar charges) which is related to the defective goods.

(vii) Instead of exercising its right, if any, to remedy or let a third party remedy a defect or to obtain a price reduction under paragraphs (v) and (vi) above, the Buyer may by written notice terminate that part of the contract which is related to the defective goods if the defect is fundamental to the intended use of the defective goods and provided that the notice is given without unreasonable delay and in any event within five weeks from the expiration of the Seller's final period to remedy the defect. If the defect is fundamental to the whole of the contract, the Buyer may in such a case terminate the whole of the contract by written notice within the said period. In case of termination of the contract or part thereof, or if the Seller has instead of repair or replacement under paragraph (iv) above refunded payment made by the Buyer or released the Buyer from the obligation to pay, the Buyer is entitled to damages if the Buyer has suffered damage as a result of the defect. However, the damages shall not exceed 15% of that part of the price (exclusive of VAT and similar charges) which is related to the defective goods.


(viii) The Buyer loses the right it may have according to the above to compensation for costs to remedy a defect, price reduction or damages if the Buyer does not notify the Seller in writing of its claim within six months from the expiration of the Seller's final period to remedy the defect, specifying the relevant delivery, goods, defect and calculation of the amount claimed. Replaced goods or goods for which the Seller has refunded payment made by the Buyer or released the Buyer from the obligation to pay shall if possible upon the Seller's request be placed at the Seller's disposal whereupon it becomes the Seller's property. If the goods is not placed at the Seller's disposal if possible, the Buyer loses all its rights due to the defect and, as the case may be, again becomes obligated to pay the price for the goods.

(ix) If remedial work requires intervention in other property than the goods, the Buyer shall be responsible for resulting work and costs. Transportation in connection with replacement or repair of defective goods shall be carried out in accordance with the Seller's instructions and at the Seller's expense. If the Buyer notifies the Seller of a defect and no defect is found for which the Seller is liable under paragraph (i) above, the Seller is entitled to compensation for work and costs resulting from the notice.

(x) The Seller shall have no liability for defects save as stipulated above in this article. This applies to any remedy and relief and any direct and indirect cost and damage the defect may cause, such as for example concerning disassembly and reprogramming at the Buyer or the Buyer's customers, loss of production and loss of profit for the Buyer and the Buyer's customers and loss of goodwill, business and customers. To the extent the aforementioned constitutes limitations of the Seller's liability for damage, the limitations shall however not apply if the defect was caused by the fact the Seller was guilty of gross negligence.

8. Liability for Damage to Persons and Property

As between the parties, the Buyer is liable for damage or loss caused by the delivered goods or products containing the delivered goods to (a) persons, (b) products produced by the Buyer, (c) products which contain the Buyer's product and (d) other movable or immovable property. The Buyer is also liable for the consequences of such damage and loss. The Buyer shall indemnify and hold the Seller harmless to the extent that the Seller incurs liability towards any third party for such damage, loss or consequences. To the extent the aforementioned

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constitutes limitations of the Seller's liability, the limitations shall however not apply if the Seller was guilty of gross negligence. If a third party claims compensation from the Seller or the Buyer for damage, loss or consequences referred to in this article, the other party shall be notified thereof in writing without unreasonable delay.

9. Exemptions

Labour disputes which are not only minor shall constitute exemptions. Otherwise, article 79 of the United Nations Convention on Contracts for the International Sale of Goods of 11 April 1980 (the "CISG") shall apply in respect of exemptions.

10. Applicable Law

Unless otherwise follows from these general conditions the contract between the parties shall be governed by the CISG (regardless of whether the parties are from the same state or different states), supplemented when necessary by the substantive law under which the Seller was established without application of its choice of law principles.

11. Arbitration of Disputes

Any dispute, controversy or claim between the parties arising out of or in connection with the contract, or the breach, termination or invalidity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Arbitration Institute of the Stockholm Chamber of Commerce. The seat of the arbitration shall be Stockholm, Sweden. However, if the parties were established under the same territory's law and they according to the law of that territory can only validly agree on arbitration seated in the said territory, this latter seat shall be the seat of the arbitration. The language of the arbitration shall be English. However, if both parties were established under Swedish law, the language of the arbitration shall be Swedish. Disputes, controversies and claims arising out of or in connection with the contract and disputes, controversies and claims arising out of or in connection with other contracts between the parties may be submitted by a party and determined by an arbitral tribunal in one and the same arbitration.

12. Data Processing (GDPR)

In order to ensure the necessary safeguards in protecting the fundamental rights of the data subjects in accordance with EU General Data Protection Regulation 2016/679 (the "GDPR"), we refer to our Data Protection Policy which can be found on our homepage www.pcbconnect.se