

TERMS & CONDITIONS

- 1) All orders are FOB Philadelphia, PA, USA unless otherwise specified within the quote. For deliveries outside USA, all duties and customs are the responsibility of the customer, unless otherwise agreed upon in writing.
- 2) Prices are quoted in US dollars; taxes and shipping charges are extra as applicable.
- 3) Custom quotes provided to you are only valid for 14 days unless otherwise agreed upon in writing by our representatives.
- 4) Prices shown on this document are based on information provided by customer's Gerber files and associated instructional documents at date of quotation/order. To facilitate quick-turns, customers sometime request us to release orders with a pending PO. Any changes requested to PCB manufacture/assembly processes after placing order, or any new details that emerge in a pending PO, may result in additional charges.
- 5) The lead time shown is calculated using business days. Weekends and business holidays are excluded in any turn time calculations. Additional lead time may be added to orders that are placed "On Hold," waiting for customer response for resolution of missing information or discrepancies.
- 6) Unless otherwise specified, the Customer understands and acknowledges that non-U.S. persons will have access to the technical data subject in any files that are part of a request for quotation, quotation, order, change order, or purchase order and represents that the Customer reviewed the technical data and it does not contain any Critical Program Information ("CPI") within the meaning of Department of Defense ("DoD") Instruction 5200.39 or require Anti-Tamper ("AT") protections within the meaning of DoD Directive 5200.47E. If any of the technical data references or otherwise identifies U.S. Government systems or programs, the Customer will remove the references and/or identifiers, or will clearly mark the technical data in a conspicuous place. For the avoidance of doubt, CPI is defined as U.S. capability elements that contribute to the warfighters' technical advantage, which if compromised, undermines U.S. military preeminence. U.S. capability elements may include, but are not limited to, software algorithms and specific hardware residing on the system, its training equipment, or maintenance support equipment, and AT is defined as systems engineering activities intended to prevent or delay exploitation of CPI in U.S. defense systems in domestic and export configurations to impede countermeasure development, unintended technology transfer, or alteration of a system due to reverse engineering.
- 7) The Customer further understands and acknowledges that the Customer must provide the correct United States Munitions List ("USML") category of the International Traffic in Arms Regulations (22 C.F.R. § 120) and/or Export Control Classification Number ("ECCN") under the Commerce Control List of the Export Administration Regulations (15 C.F.R. § 774, Supp. No. 1), for the technical data sent and indicate whether the technical data was self-classified or classified by an agency determination.
- 8) Sale subject to limited warranty (details in Limited Warranty section below). Warranty extends only to bare PCBs and does not apply after components are added by you or others. Our liability shall not exceed price paid by you for the ordered PCBs. No change or addition to these terms, or any additional or different terms on your purchase order, shall be binding on us unless executed in writing by one of our officers.
- 9) If FlashPCB is assembling the boards then we will also warranty the Assembly Labor workmanship.
- 10) If IPC Netlist is not provided in 356 format, FlashPCB will create a net-list from the incoming customer Gerber files to generate an electrical test program. In such cases, FlashPCB cannot guarantee, nor can it be liable for the electrical performance of the boards, since the test program itself is derived from the files submitted.

- 11) If you send us your design files in multiple formats (say, Gerbers and ODB++) it is your responsibility to ensure that the design in both formats is the same. We reserve the right to use any of the formats sent to us and will not cross-check between formats for consistency.
- 12) If you are ordering through our online service product, the selection you made online, and the product you chose online, takes priority over your fab drawing, cad design or readme notes.
- 13) Manufacturing Optimizations: As with most other PCB manufacturers, we may make simple optimizations to your design to ensure boards are manufactured correctly. Such changes do not affect the electrical functionality of your design. These may include:
 - a) Teardrops may be added to pad/trace interfaces to ensure better connectivity.
 - b) Slivers less than .005" may be filled in to prevent resist slivers on the panels.
 - c) Soldermask dams that are less than .004" wide between SMD pads which have a .003" minimum clearance may be gang relieved.
 - d) Silkscreen may be clipped to ensure it does not get on top of pads/copper features.
 - e) Non-functional pads may be removed from inner layers.
- 14) We are neither responsible nor liable for any issues in boards that have been manufactured as per the provided by the Customer.
- 15) We give no other warranty; either expressed or implied, and specifically disclaims all other warranties, including warranties for merchantability and fitness.
- 16) FlashPCB offers PCB design support but does not own or design the PCB product design itself.

LIMITED WARRANTY DETAILS

- 1) This limited warranty is governed by the laws of the Commonwealth of Pennsylvania
- 2) FlashPCB warrants its bare boards against defects in materials and workmanship under normal use for a period of 90 days from date of shipment ("Warranty Period"). If a defect arises and a valid claim is received within the warranty period, FlashPCB will, at its option and to the extent permitted by law, for any bare boards that are returned and confirmed by FlashPCB to be non-conforming to the order specifications and/or the applicable quality and acceptability standards, either (I) replace the bare board at no charge or (II) issue a credit equal to the original purchase price of the bare board. When a product is exchanged, any replacement item becomes the customer's property and the replaced item becomes FlashPCB's property. When a refund is given, the product for which the refund is provided must be returned to FlashPCB and becomes FlashPCB's property. FlashPCB will not accept liability for any cost in addition to the value of the bare boards including but not limited to components, labor, business interruptions and any other consequential damages or losses. FlashPCB disclaims any open-ended acceptance of liability for losses beyond its control.
- 3) If FlashPCB assembled the PCB then we will include the cost of any components FlashPCB supplied and all labor that FlashPCB supplied with regard to replacing the assemblies or issuing a credit. All other limitations will still apply. Also see Assembly Warranty section below.
- 4) This limited warranty does not apply to:
 - a) To damage caused by use with non-FlashPCB products
 - b) To damage caused by accident, abuse, misuse, flood, fire, earthquake or other external causes
 - c) To damage caused by use of the product outside the permitted or intended uses described in the order specifications
 - d) To damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of FlashPCB

- e) To a product or part that has been modified to alter functionality or capability without the written permission of FlashPCB or
 - f) To cosmetic damage, including but not limited to scratches or dents, that does not otherwise affect the product's functionality or materially impair its use.
- 5) To the extent permitted by law, this warranty and remedies set forth above are exclusive and in lieu of all other warranties, remedies, and conditions, whether oral or written, statutory, express or implied. As permitted by applicable law, FlashPCB specifically disclaims any and all statutory or implied warranties, including, without limitation, warranties of merchantability, fitness for a particular purpose and warranties against hidden or latent defects. If any term of this warranty is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. Except as provided in this warranty and to the extent permitted by law, FlashPCB is not responsible for direct, special, incidental or consequential damages resulting from any breach of warranty or condition, or under any other legal theory, including but not limited to loss of use; loss of revenue, loss of actual or anticipated profits (including loss of profits on contracts); loss of the use of money; loss of anticipated savings; loss of business; loss of opportunity; loss of goodwill; loss of reputation; loss of damage to or corruption of data; or any indirect or consequential loss or damage howsoever caused including the replacement of equipment and property, any costs of recovering, programming or reproducing any program or data stored or used with FlashPCB products. FlashPCB disclaims any representation that it will be able to make a product exchange without risk to or loss of programs or data. You must assist in diagnosing issues with your bare board and follow FlashPCB warranty processes.
- 6) While we cannot make any promises regarding what we might agree to in the future we are committed to do whatever is reasonable to make right any problems we may have created for our customers.

TERMS & CONDITIONS FOR PCB ASSEMBLY AND COMPONENTS

- 1) Quote is based on RFQ Data provided at the time of this quote and is subject to change if data has changed at the time of order. We do not perform a full DFM analysis nor do we identify all the issues at the time of quoting. For turnkey quotes, the availability of components varies every day; and we do not guarantee that all the components will be readily available at the time of order without any lead-time issues.
- 2) High value component orders: If components order is more than \$15,000, FlashPCB sends progress invoices for components: invoices for components will be sent when FlashPCB has started the procurement of components for your order. Such component invoices will be on Net 0 Terms (immediately due upon receipt).
- 3) High value component orders: If components order is more than \$15,000, we will need 50% of the components order amount paid in advance to us at the time of booking.
- 4) For turnkey or consigned assembly quotes that require a First Article (FA), we will include a separate line item for the FA in the quote.
- 5) For turnkey orders, FlashPCB will only purchase components sufficient for the FA, unless customer agrees to pre-pay for components required for both FA and Production orders to save component costs.
- 6) FA requests after order has been placed:
 - a) For consigned and turnkey orders, FlashPCB will re-quote and show separate quotes for FA and Production.
 - b) FlashPCB will invoice customer for all FA as per quote, and invoice will include all bare boards made (including boards that are not used for the FA)

- c) FlashPCB will invoice customer for all components purchased prior to FA request at the time bare boards are shipped.
- 7) For turnkey or consigned assembly orders that have a FA: At the time PCB's are shipped to assembly, customer will be invoiced in full for all bare boards (including boards that are remaining for the production order that is pending FA approval).
- 8) In all instances, should FA testing by the customer take longer than 20 days, FlashPCB will ship any components kept for remaining assemblies back to the customer and invoice accordingly. Customer may return the components at a later date to continue with the remaining assemblies under a new work order number.
- 9) Requests to split the original order into multiple builds will be priced as per quoting guidelines.
- 10) Traceability of components: All our components are bought from approved and reputed vendors (like Digikey, Mouser, etc). We provide traceability reports for custom orders, as long as that requirement was stated clearly at quoting (RFQ) stage. For orders placed online, we do not provide any traceability reports.
- 11) Restrictions on Consigned components: FlashPCB prefers to buy the components for assembly from our approved vendors for better efficiency and counterfeit-prevention. If customers do have to consign components, we expect them to consign us only hard-to-find parts or their custom parts. Specifically, we do not allow consigning of SMD resistors and capacitors unless these passives are not available in the open market.
- 12) Handling charges for consigned components: Every consigned line item will incur a \$7 handling fee, generally added to our assembly labor quote.
- 13) If, for any reason, an assembly order (be it consigned or turnkey) is put on hold after PCBs are made, and the hold is more than 20 days, FlashPCB reserves the right to invoice customer for all the PCBs fabricated and any components purchased for that order.
- 14) In case we ship your Assembly order in partial shipments, please note that all components and miscellaneous charges (for the whole lot) may be invoiced with the first partial shipment.
- 15) If consigned items are being sent to FlashPCB from outside USA, please note the following:
 - a) Customer/shipper is responsible for all customs & duties and must claim this when they fill out freight waybill. When filling out waybill there is option to check shipper as being responsible for customs/duty. Please ensure that is checked so that shipper is responsible, not FlashPCB.
 - b) If for any reason, FlashPCB does end up receiving a bill for customs and duty, Sierra will add these charges to customer invoice and add a minimum \$150 administrative/handling fee on top.

PAYMENT

- 1) Payments for all invoices will be as per terms mentioned in Quotes and Invoices. Customer shall not withhold payment against invoices already raised for any reason whatsoever, like unsatisfactory workmanship, pending rework or non-functioning boards or for any other reason. (For mitigation of these reasons, see Warranty and Limited Liability Clauses below).
- 2) Note about your PO format: If in your quote, the components cost more than \$10,000, your PO must have a separate line item for the components so FlashPCB can invoice you for components as soon as we purchase them for assembly.
- 3) If the payment for the Order is being done using a credit card then, by providing us a credit card number, you are also authorizing us to charge the card as per our policies.
- 4) FlashPCB accept only credit cards for online orders and charge instantly during the order creation unless if the order is above 5K and the net terms are approved. If the payment is declined, the order will be placed on on-hold until finalized.

- 5) Cancelled Orders: In general, you are liable for the cost of parts that have been purchased and expenses that have been incurred prior to canceling an order.
- 6) For any high value components orders as indicated during quote process, prepayment is required at time of placing orders, and before the order can be released to procurement.
- 7) If after 45 days from your order release, we cannot fulfil your order due to any of these reasons
 - a) You have still not sent us parts that were supposed to be consigned by you.
 - b) Some of the components we are trying to procure for you have a very long lead time

then we reserve the right to either:

- c) Invoice you for the PCBs we have already fabricated and any components already procured.
- d) Ask you for an Advance Payment (against existing PO) after PCBs are fabricated and any components are procured.

ORDER

- 1) Turn Time: Lead times do not start until all assembly data related issues are resolved.
- 2) Assembly Order Acceptance is not guaranteed until your account is found in good standing.
- 3) Order Cancellation Charges.
- 4) Assembly Labor cancellation charges after order has been released: Cancellation charge will be determined by the percentage of labor performed before cancellation date, with a minimum of \$450.
- 5) Turnkey component cancellation charges after order has been released: Customer will pay 100% of components costs for components purchased by FlashPCB prior to cancellation date. This will include any shipping, kit-auditing and handling costs as applicable. All such components will be sent to Customer.
- 6) Component shortages:
- 7) Consigned parts shortage: If regardless of shortage, customer has asked us to proceed to the assembly phase and if customer does not send the parts within 2 days of starting the order, then we will complete all assemblies with whatever components were consigned to us, and all assemblies (including shortage assemblies) will be shipped and invoiced as per order, and the order would be deemed to be completed. Subsequently, if the customer ships the shortage assemblies with the shortage parts to us for rework, such rework assembly would be performed by FlashPCB either at no charge or at a suitable rework charge to be determined by FlashPCB.
- 8) Turnkey parts shortage: where it is known that some parts cannot be quickly procured due to unavailability or long lead times or other reasons, and customer specifically asks us to start the job nevertheless, such assemblies (including shortage assemblies) will be shipped and invoiced as per order, and the order would be deemed to be completed. When FlashPCB receives the ordered long lead-time components, customer may EITHER elect to ship those parts shipped to them (in which case no additional rework is involved); OR customer may send the shortage assemblies BACK to FlashPCB for completion rework (Rework & Re-Shipping charges will apply).
- 9) Completeness of Assembly data: It is customer's responsibility to provide complete and correct assembly data, BOM in excel spreadsheet, Assembly Gerbers, assembly drawings, Special instructions if any, and XY Pick and Place Data for SMT parts. If customer is unable to provide correct XY Data, additional charges will apply.
- 10) Discrepancy in data: Customer is responsible for providing data that is consistent and has no discrepancy in information. FlashPCB tries to identify any discrepancies in customer data but will not be

responsible if some discrepancy is not caught. Any issues caused due to such discrepancy in customer data is solely customer's responsibility.

- 11) On-Time: FlashPCB may make partial shipments for your order. Your order will be considered shipped on-time if at least 90% of assemblies are shipped by the due date.
- 12) Order Completeness: Orders may be considered complete, if the quantity shipped is within +/- 5% of the original quantity. FlashPCB will invoice customer for the boards shipped.
- 13) For non ITAR / EAR Controlled orders: In case of non-availability of specific passive components in your BOM, FlashPCB will use a direct replacement (Form, Fit, and Function Alternate) which either matches or is better on tolerance & other specifications. This is a common practice in the Assembly industry, and for all online orders we simply substitute the unavailable passives if needed.
- 14) For custom orders only: If you do not want such substitutions of passive components to be made without approval, you must explicitly say so in the header section of your BOM and also on your PO. Furthermore, you must inform your sales person at the time of placing your custom order that you want to approve every substitution.
- 15) For ITAR / EAR Controlled orders (whether online or custom): We will ALWAYS get customer approval before making ANY component substitutions.