

GENERAL TERMS OF SALES AND DELIVERY

of products and services of SOFTCOM

Starting day: April 2nd, 2014

1. General information.

- 1.1. SOFTCOM reserves the right to change the General Terms of Sales and Delivery (hereafter referred to as "Terms") at any time. Clients and users will be informed of the changes in current offers. By placing an order the Client declares, that they are familiar with the following terms and that they accept them.
- 1.2. Offers and orders will be subject to Terms in force at the date of placing the order. Terms are published on the SOFTCOM website. SOFTCOM will send Terms in PDF format upon Client request.
- 1.3. Exceptions from the Terms will be valid only after written consent of such exceptions by both Parties.
- 1.4. If any provision or provisions of the Terms would be deemed invalid or unenforceable within Polish law, this will have no influence on validity or enforceability of other provisions of the Terms.
- 1.5. In writing in the Terms is understood as: an e-mail sent via electronic mail, a facsimile document, a document provided in paper form.

2. Documents and technical information.

- 2.1. All sets, descriptions, drawings and other technical documents regarding products or the manufacturing of those provided to the other party before or after the sales of products remain the property of the delivering Party.
- 2.2. Sets, illustrations, descriptions, technical documentation or other technical information received by one of the Parties cannot be used for purposes other than they were provided for without written consent of the providing Party.
- 2.3. SOFTCOM ensures full confidentiality and protection of the provided information.

3. Time and price quotation applicability

- 3.1. Offer provided by SOFTCOM applies for 30 days, unless stated otherwise.
- 3.2. SOFTCOM offer can be accepted only without reservations.
- 3.3. Acceptance of the offer with any reservations by the Client requires a new SOFTCOM offer to be presented.

4. Acceptance and performance of orders.

- 4.1. Client order becomes valid after delivering it in writing to SOFTCOM.
- 4.2. Client order becomes valid for SOFTCOM only after providing order confirmation in writing.
- 4.3. Any change in the order must be agreed upon by the parties in writing. Order changes can influence the time and conditions of thereof.
- 4.4. SOFTCOM will include changes provided by the Client in writing in the order (for example: project changes, quantity changes, change of scope or method of delivery), whenever possible. Otherwise, SOFTCOM is authorised to process the order in accordance with the previous conditions.
- 4.5. If changes need to be implemented on SOFTCOM request, the changes will be accepted by the Client in writing. The Client acknowledges, that changes made by any of the Parties may impact the date/conditions of the Order and will not claim compensation.
- 4.6. The Client can cancel the Order at any stage of its realization. SOFTCOM will encumber the Client with costs of expenses until the order cancel date, depending on order process status.

- 4.7. Repeatable order, made based on documentation available to SOFTCOM, requires specifying a number and expected realization date.
- 4.8. In order for SOFTCOM to realize an order based on new documentation, the following must be provided:
- 4.8.1. For printed circuit board orders:
- Technology: number of layers, laminate and copper thickness, type of protective coating, additional information (connection phasing, depth milling, blind and buried hole, gilded edges etc.).
 - Data format: Gerber, preferably RS 274X with Excellon format drilling files including hole diameters.
 - In case of multilayer PCBs, provide information on layer number and order.
 - For mechanical – board outline, preferably on a separate layer or a diagram with exact dimensions in electronic form, negating a chance of data illegibility. Please provide all additional information in a separate text file.
 - Please provide expected impedance information in a separate text file.
- 4.8.2. Provide the following with electronic elements order:
- BOM elements list containing: part number, manufacturer/designation/value, dimensions/element casings and quantities and, preferably, information on possible substitute offer;
 - Additionally – (optional, for further assembly planning), PCB element markings (C1, U5, and so on) in Excel format.
- 4.8.3. For SMD/THT assembly, please provide:
- BOM elements list containing: part number, manufacturer/designation/value, dimensions/element casings and quantities and, preferably, information on possible substitute offer;
 - PCB element markings (C1, U5, and so on) in Excel format, complete montage diagrams, template files, PCB documentation.
- 4.8.4. Provide the following with laser templates elements order:
- Template files, dimensions, sheet thickness and, preferably, other information on template creation.
- 4.8.5. For a full service, please provide:
- Documents listed in points 4.8.1–4.8.4 and, if applicable, list of elements You will be providing. Please provide expected number of single boards and realization date every time.
- 4.9. Lack of information and/or documents listed in 4.8 can influence order realization terms.
- 4.10. SOFTCOM reserves that order realization starts at the day of clearing any possible discrepancies/ambiguities regarding the project provided by the Client together with the order.

5. Delivery.

- 5.1. SOFTCOM will use best efforts to ensure that ordered merchandise is delivered safely and on time to the Ordering Party.
- 5.2. The costs of packaging and shipping are added to the invoice, unless decided otherwise by the Parties. Single-use transportation package for safe transportation is included in the product price. The package protects products against mechanical and electrostatic damages as well as offers short-term (up to 4 days) humidity (no condensation). Other packages must be agreed upon within the offer.
- 5.3. If a trading term has been agreed upon, it shall be interpreted in accordance with INCOTERMS definitions in force at the time the contract was being entered. If no trading term has been agreed upon, the delivery will be carried out based on Ex Works (EXW – loco SOFTCOM) basis.
- 5.4. If SOFTCOM declares, that delivery of products is impossible within established delivery date or there is a chance of a delay, SOFTCOM will inform the Client about this immediately in writing, stating the reason for delay and planned delivery date, if possible.
- 5.5. If the delivery is delayed by force majeure specified in point 12 of Terms or by any actions and reasons SOFTCOM cannot be blamed or responsible for or actions or circumstances caused by the Client, the delivery time will be prolonged by time required in such circumstances.

GENERAL TERMS OF SALES AND DELIVERY

5.6. SOFTCOM will not in any case be held responsible for delay or inability to deliver in case of events listed in point 5.5.

5.7. Order quality tolerance: $\pm 0\%$, in special cases can amount to $\pm 5\%$.

6. Prices and exchange rate regulation.

6.1. Product price is the price given by SOFTCOM to the Client in an offer in writing and/or confirmation of order.

6.2. Prices are net prices.

6.3. Sales currency is currency designated in the offer in writing or specified by SOFTCOM in writing in another form.

6.4. The Client pays in currency specified in the offer or the invoice.

7. Due date.

7.1. Due date is specified in the offer, unless agreed upon otherwise in writing.

7.2. SOFTCOM will be eligible to charge statutory interest in case of late payments.

8. Product and service quality.

8.1. SOFTCOM guarantees the quality of delivered products. Delivered products are manufactured in accordance to IPC-A-600G class II norm. Assembly is done in accordance with IPC-A-610-E norm. Details can be found in the offer and quota in writing. SOFTCOM can manufacture circuit boards with higher precision and control class (Class III), which requires a separate offer.

8.2. Products will not be defective in material or workmanship at the day of delivery by SOFTCOM to the Client.

8.3. SOFTCOM is certified with Quality management systems EN ISO 9001:2008 issued by TUV NORD CERN GmbH.

9. Warranty.

9.1. Provided circuit boards are covered by SOFTCOM lifetime warranty against electrical and material defects, limited solderability warranty for protective coating resulting from materials physical properties, with the following limitations:

- HAL, Lead Free HASL – 6 months warranty,
- Electroless Nickel Immersion Gold (ENIG) and chemical gold plating (FLASH), SOFTCOM warranty period is 12 months.
- Organic surface protection (OSP) – 3 months.

9.1.1. PCBs on which no markings allowing for establishing manufacture date were placed due to Ordering Parties request are not covered by the warranty.

9.2. Electric elements (excluding PCBs): 12 months, but no longer than producer's warranty.

9.3. SMD templates: 12 months, excluding mechanical damages and resulting from normal use.

9.4. Liability of SOFTCOM is limited strictly to defects revealed during warranty period starting from the day of delivering the product to the Client.

9.5. For assembly (within full scope of order): 12 months.

9.6. Warranty is valid only when the product is properly handled and stored with due diligence in original packaging.

9.7. If the Client does not agree to make changes listed in point 4.5 of Terms, the Client loses warranty rights and the order is processed in accordance with original documentation on sole responsibility of the Ordering Party.

9.8. Elements and materials provided by the Client as well as defects and damages caused by those items are not covered by warranty.

GENERAL TERMS OF SALES AND DELIVERY

of products and services of SOFTCOM Sp. z o.o. with its registered seat in Gdańsk
starting date: April 2nd, 2014

10. Claim

- 10.1. The Client shall immediately check the condition of packaging and product on delivery and immediately report any damage to packaging to the courier. Damaged packaging must be opened with the courier present and the content must be examined for missing elements or other damages.
- 10.2. Claims and notices must be reported to SOFTCOM within warranty period specified in point 9. After that period the Client loses warranty rights.
- 10.3. Written claim report with flaw description, photo or possibly reference drawings are necessary for the claim to be recognized.
- 10.4. For the claim to be recognized it is required to establish, together with SOFTCOM, how the faulty products are being handled and not starting any repairs on their own by the Client. Repairs conducted without agreeing upon with SOFTCOM result in loss of warranty rights.
- 10.5. Claims of flaws/errors resulting from lack of information from the Client in order in writing or production files/documentation provided with the order or Client project flaws will not be recognized.
- 10.6. Return of products must be agreed upon with SOFTCOM. Products returned to SOFTCOM must be packed as delivered or in the same way.
- 10.7. SOFTCOM reserves the right to destroy faulty, assembled PCBs for analysis.
- 10.8. If the claim is recognized and accepted by SOFTCOM, SOFTCOM reserves the right to firstly repair faulty products or provide the Client with a new product of the same kind, the same version and quantity as the faulty product in the shortest time possible.
- 10.9. All transportation related to repairs or exchange of faulty products will be carried out on expense and responsibility designated by SOFTCOM.
- 10.10. Type and cost of transportation mentioned in point 10.9 will approved and accepted by SOFTCOM in writing.
- 10.11. Warranty does not cover functionalities or services not ordered by the Client.

11. Damages and contractual penalties

- 11.1. SOFTCOM responsibility in case of flaws is limited to repairs or exchange of faulty products within period outlined in the order.
- 11.2. SOFTCOM holds no responsibility for components, additional programming of devices or other modification or repair costs that exceed faulty product price or production price set out in the order, unless stated otherwise in writing.
- 11.3. SOFTCOM reserves the right to analyse warranty products in its own quality laboratories and will not cover external analysis costs, unless stated otherwise in writing.

12. Force majeure

- 12.1. For a force majeure parties consider exceptional external circumstances, impossible to predict, including, without limitation: war, fire, transportation accidents, customs and border difficulties, strikes, riots, etc.
- 12.2. In case of force majeure SOFTCOM is not accountable for delay in delivery and order realization time.
- 12.3. Circumstances outside Parties control, regardless if occur before or after the order is accepted, are basis for prolonging the order realization period.

13. Applicable law.

- 13.1. Orders processed by SOFTCOM are governed by Polish law. In case of litigation, the materially competent court is the one that is locally competent for SOFTCOM registered seat.

GENERAL TERMS OF SALES AND DELIVERY

14. Confidentiality.

- 14.1. SOFTCOM agrees to guarantee confidentiality of received documentation and not to disclose it to third parties without consent of the Ordering Party in writing.
- 14.2. Parties agree to keep co-operation and order realization information confidential.
- 14.3. Provided offers and technical documentation will be considered classified by the Parties.