



## **STANDARD TERMS & CONDITIONS OF SALES**

### **CORPORATE HEADQUARTERS**

**204 E. Emerson Ave.**

**Orange, CA. 92865**

**Phone: (714) 444-1189**

**PRICING** - On quotations, piece prices are based on one shipment and include no testing (MIL-Spec or otherwise), nor the use of or the supply of coupons nor installation of components unless specified otherwise on our quotation. With CAD data provided, all prices are normally firm for a period of thirty (30) days from date of quotation and for delivery within a maximum of six (6) months. On quotations, orders, or re-orders prices are subject to adjustment based on the quantity ordered, shipping schedule, our cost increases for labor, materials or supplies and any subsequent revisions to CAD data, print, artwork / films, or specification.

**TAXES** - The amount of any present or future sales, use or other similar tax applicable to the property sold hereunder shall be added to the price quoted and shall be billed to Purchaser in the same manner and with the same effect as if originally added hereto. If the Purchaser is located outside the state of California, then said Purchaser is responsible for payment of any tax whatsoever.

**VENUE** - Purchaser agrees that all legal actions, arbitration, litigation, lawsuits and any other proceedings requiring judicial jurisdiction pursuant thereto, or any other aspect to the sales arrangement between Purchaser and Rigid-Flex Int'l Inc may, at the option of Rigid-Flex Int'l Inc, be brought in Orange County, California.

**ORDERS** - Orders are accepted only by an authorized employee of Rigid-Flex Int'l Inc. (Rigid-Flex) at its corporate headquarters in Anaheim, CA and in accordance with our current Terms & Conditions of Sale. All errors, clerical or otherwise, are subject to correction. Orders terminated by buyer for any reason, prior to total order quantity fulfillment are subject to termination charges in accord with accumulated cost's.

**TERMS** - Standard payment terms are Net 30 days. Monetary costs require us to charge a 1 ½% per month service charge on all overdue accounts.

**CAD DATA, PRINTS & ARTWORK** - We require CAD data for all new or engineering revised part numbers with each order. If data for the part number ordered has not undergone revision change since last ordered from Rigid-Flex Int'l Inc, the buyer must so state on the face of their order. Production photo tooling may be micro modified (as a standard practice, with the intent of replicating design features, such as line width/space, pad diameters, hole diameters,

clearances, etc. on the production boards for producibility reasons or to meet specifications, without notice or approval (buyer must advise before order placement if this is not permissible). All hole size diameters should be "finished hole" size (after plating/coating). All line width/spaces should be after plating/etching/coating. Without CAD data, additional NRE charges will apply, and we would require two complete sets of current revision prints and one complete set of 1:1 artwork/films.

**TOOLING & SPECIFICATIONS** - Charges for all Non-Reoccurring Engineering and tooling (new and revised) are grouped as NRE unless buyer specifically requests otherwise. Electrical test fixtures are normally shown separately. All data and tooling not active for two (2) years or more is subject to disposal within thirty (30) days thereafter unless Rigid-Flex Int'l Inc has been previously notified otherwise to retain. To avoid the manufacture of obsolete product, it is the sole responsibility of buyer to advise Rigid-Flex Int'l Inc of all changes in CAD data, prints, artwork, or specifications which affect tooling or process or product. If no specification is furnished or called out, product will be manufactured to comply with IPC class 1 specifications and/or Rigid-Flex Int'l Inc's standard practices regarding material, substitutions, multi-layer construction, plating thicknesses, rework and repairs, and tolerances. All production tools and fixtures are the property of Rigid-Flex Int'l Inc.

**MANUFACTURE, DELIVERY & SHIPMENT** - Unless otherwise specified by buyer and acknowledged by Rigid-Flex Int'l Inc, all firm orders are subject to manufacturing for the total quantity ordered, all delivery commitments are subject to current lead times at time of order, shipment is per schedule acknowledged by Rigid-Flex International Inc, F.O.B. our plant via UPS or Federal Express. Rigid-Flex Inc will not accept penalties, selling price reductions or bill backs for delays to buyer's production (due to our late deliveries or reschedules due to material availability, accident, strikes, fires, or acts of God affecting Rigid-Flex Int'l Inc's operations or any other similar or dissimilar causes beyond Rigid-Flex Int'l Inc's control.

**WARRANTY** - Rigid-Flex Int'l Inc, (seller) warrants that the printed circuit boards covered in this contract will be free of defects in materials and workmanship for a period of thirty (30) days from the date of shipment or until acceptance by buyer's incoming inspection, whichever is earlier. Rigid-Flex Int'l Inc will, at its option, rework or repair or remake printed circuit boards which it finds defective under this warranty or scrap and issue a credit. Rigid-Flex Int'l Inc. Inc will not be liable, under any circumstances, for "value added" or other work performed by Purchaser or third parties on property purchased from Rigid-Flex Int'l Inc. Rigid-Flex Int'l Inc. shall not be responsible for damages, loss, lost profits, expenses, overhead, downtime, or any loss to purchaser, or any third parties directly or indirectly related to or due to the property being faulty or for failure to deliver the property when due. Purchaser assumes full risk for loss thereof. THERE ARE NO OTHER WARRANTIES, EXPRESSED OR IMPLIED. THE FOREGOING OBLIGATIONS ARE IN LIEU OF ALL OBLIGATIONS AND LIABILITIES, INCLUDING ALL WARRANTIES OF MERCHANTABILITY OR OTHERWISE, EXPRESSED OR IMPLIED BY LAW, AND STATE RIGID-FLEX INT'L INC'S ENTIRE AND EXCLUSIVE LIABILITY AND BUYER'S EXCLUSIVE REMEDY FOR ANY CLAIM OF DAMAGES IN CONNECTION WITH THE SALE OF PRINTED CIRCUIT BOARDS OR OTHER MATERIAL. IN NO EVENT SHALL RIGID FLEX INT'L INC BE LIABLE FOR ANY SPECIAL OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, THE COST OF ASSEMBLED COMPONENTS, ETC.

**CLAIMS & RETURNS** - All claims must be made within thirty (30) days of shipment. No claims can be made more than the original selling price of the rejected and returned product. Authorization to return product must be authorized by our Quality Control Manager (a return materials authorization number is required prior to returning parts).

**ENTIRE AGREEMENT** - Rigid-Flex Int'l Inc's acceptance of your order and Rigid-Flex Int'l Inc's current standard terms and conditions of sale constitutes the entire agreement between the parties in relation to the materials sold.

**EXCLUSIVITY OF TERMS** - Your purchase order will constitute an acceptance of the terms and conditions stated herein irrespective of contrary terms in any buyer's forms. Additional or differing terms or conditions proposed by purchaser/buyer or included in the buyer's purchase order or in any other buyer document are hereby objected to by Rigid-Flex Int'l Inc. Rigid-Flex Inc is not bound by any variation or modification of Rigid-Flex Inc's terms and conditions of sale unless agreed to and signed by Rigid-Flex Int'l Inc's authorized officers.

## **CUSTOMER/SUPPLIER**

- 1) A description of products and/or services to be provided including the identification or relevant technical data (e.g., specifications drawings, process requirements, work instructions);
- 2) The approval of requirements for approval of product, procedures, processes and equipment;
- 3) Scheduling the release of products and services;
- 4) Competence including any required qualifications of persons;
- 5) The external providers interactions with the organization;
- 6) Control and monitoring of the external provider's performance to be applied by the organization;
- 7) Verification or validation activities that the organization, or its customer, intend to perform at the external provider's;
- 8) Special requirements, critical items, or key characteristics;
- 9) Test inspection, and verification (including production process verifications);
- 10) The use of statistical techniques for product acceptance and related instructions for acceptance by the organization;
- 11) The need to implement a quality management system requirement including document retention periods of seven years or as required by Rigid-Flex International customers or as documented on the purchase order to the supplier.
- 12) The use of customer designated or approved external providers;
- 13) Notify the organization of nonconforming processes, products, or services and obtain approval for their disposition
- 14) Flow down external provider applicable requirements including customer requirements.
- 15) Provide test specimens as required.
- 16) Provide certificate of completion or certificate of authentication; including AS553 counterfeit parts certification as required;
- 17) Return all raw materials and work in process panels and parts after providing outside processing services. This includes conforming and nonconforming materials and or panels and parts;
- 18) The right to access by the organization, their customer, and regulatory authorities as applicable.
- 19) Ensuring that persons are aware of:
  - 1) Their contribution to product or service conformity
  - 2) Their contribution to product safety
  - 3) The importance of ethical behavior

We thank you for the opportunity to serve you. If you have any questions, please speak with an authorized officer at our corporate headquarters.