



# **Eurocircuits Terms of Sales**

## **For all custom PCB, PCBA and Stencil services**

18 June 2015

These conditions apply to all transactions between:

1. [Eurocircuits participating companies](#) hereinafter called “supplier” and
2. Eurocircuits customers, being all companies, public bodies, professionals or individuals placing orders with Eurocircuits participating companies, hereinafter called “customer”.

### **1. General**

**§1.1.** Supplier offers PCB and PCBA production services according to the terms and conditions stipulated in this document.

**§1.2.** The customer acknowledges that any product provided by Eurocircuits is of custom design and therefore, may not be returned for credit. Returns are only possible when our goods do not meet the guarantees specified under point 6 hereafter and when the procedure to communicate this is followed as described under point 7 hereafter.

**§1.3.** Customer agrees to order under these conditions and through the Eurocircuits web site. By placing an order, the customer confirms that he accepts these conditions, including the provision that the liability of the supplier is limited to the replacement of damaged or incorrect PCBs, PCBAs or stencils.

The customer confirms acceptance of these conditions also for orders that have been entered into the system by the supplier on request of the customer.

**§1.4.** Orders submitted through the online web-form are considered as a request from the customer to the supplier to carry out a service.

The supplier has the right to accept or refuse this request. The supplier has the right to refuse the order for whatever reason, such as credit history of the customer, non-compliance with technical specifications of Eurocircuits, lack of preparation or production capacity or any other reason.

The supplier has the right to limit or deny access to his services at any time. Any partial or full limitation of access or any failure of a part or all of the functionality of the web site will not render the supplier liable to pay any compensation.

**§1.5.** During the engineering phase following the order input the customer can change or cancel his order. Once the engineering is completed the order is in process and can no longer be changed or cancelled. The order will then follow the normal route of production and will be sent and billed according to the order terms.

**§1.6.** The supplier will provide timely information to the customer about any anomaly on his orders via e-mail to the email address provided by the customer and registered on the web site. Order progress and delivery information will be available through the website. It is the responsibility of the customer to read the e-mails and to consult the information on the website.

## **2. Price**

**§2.1.** The price shown in the web-form on entering the order will be binding only upon confirmation and after the submitted documentation files have been checked. The supplier reserves the right to change the price or cancel the order if the documentation submitted does not comply with the data entered in the order input screen.

## **3. Copyright**

**§3.1.** In so far as the PCB, PCBA or stencil to be delivered is produced on the basis of data provided by the customer, the customer declares that he owns all necessary rights (ownership, copyright etc.) on the appliance, part or layout on which work is being carried out for him. He will indemnify the supplier against any loss or damage that may occur due to wrongful reproduction.

## **4. Military use**

**§4.1.** Controls cover the export of any goods, software or technology designed or modified for military use. If your design is military, we will be unable to process it. For further information on military export controls please contact your Export Control Authority.

**§4.2.** Export controls apply to a range of Dual-Use items (items designed for commercial use but can then be used by Commercial or military end users). They tend to apply to high technology items and can cover electronic, computer, telecommunication and encryption technologies amongst others. We are unable to produce any PCB's, PCBA's or stencils if it is described on the Dual Use Lists. The customer declares that the goods ordered do not fall under any export control limitations as described in §4.1 and §4.2.

## **5. Specific EU regulations**

### **§5.1. The customer warrants and represents:**

**§5.1.1** To comply with Regulation (EU) 2014/833 of 31 July 2014, Regulation (EU) 2014/269, Regulation (EU) 2024/3188 of 16 December 2024 (the “Regulations”) laying down restrictive measures against Russia as amended from time to time.

**§5.1.2** That it shall not engage in, and will not engage in, any transactions that would cause either party to violate any sanctions or restrictive measures imposed by the Regulations.

**§5.1.3** To conduct a thorough due diligence including screening of the destination and of the end-users of the products it distributes.

**§5.1.4** To refrain from supplying the products in any way, even indirectly, to Russia, for a use in Russia or to any sanctioned persons, or to any other destination or persons that shall be prohibited in accordance with any future amendments and additions of the Regulations. By “indirectly” it shall be intended that the products shall not reach Russia or any sanctioned party even by re-export, re-sale or transfer by third-parties or through third countries. In this regard, the customer is aware of the risks of circumvention associated with certain third countries known as “circumvention hubs”.

**§5.1.5** That it will not sell, license, sublicense or transfer in any other way intellectual property rights, trade secrets, know-how or any rights to access or re-use any material or information protected by intellectual property rights related to the Products to any third party without the supplier’s prior written approval.

**§5.1.6** To immediately inform the supplier about any changes or relevant activities by third parties that could frustrate compliance with restrictive measures. The customer shall make available to the supplier any relevant information within 5 days of the simple request of such information. Failure to do so or any unjustified withholding of such information shall entitle the supplier to suspend or terminate the order.

### **§5.2. Remedies and consequences for breach:**

**§5.2.1** Any violation of paragraphs [above] shall constitute a material breach of an essential element of the agreement between parties, and the supplier shall be entitled to terminate the order with immediate effect.

**§5.2.2** In any event, and without prejudice to point §5.1.2 above, the customer shall indemnify, defend and hold harmless the supplier from any and all claims, costs, charges, penalties, demands, losses – both direct and consequential – liabilities, damages, judgements or fines, of whatsoever kind and nature, arising for the supplier as a direct or indirect consequence of the customer’s failure to perform the obligations set out herein.

**§5.2.3** Any changes in relevant circumstances entitle the supplier to temporarily suspend the order. In any event, should such circumstances be such that the agreed

production services could not continue without incurring violations of restrictive measures, the supplier shall lawfully terminate the order.

## **6. Delivery**

**§6.1.** Where a customer has arranged to pick up the goods himself these will be duly handed over to a person declaring himself to represent the ordering company or user. No liability will be accepted if the goods are transferred to a third party who should not have received the goods.

**§6.2.** In case of courier delivery (or any delivery-mode to the customer's premises or another delivery address specified by the customer) delivery will take place at the customer's expense. This cost is charged on each delivery. Packaging charges will be kept to a minimum. The customer is responsible for ensuring that the delivery address he has given on the web-form is both correct and complete. Any additional transport costs resulting from incorrect address details will be charged to the customer.

**§6.3.** Unless otherwise specified by the customer the supplier employs courier services to which the normal CMR regulations apply with regard to insurance and transporter's liability.

**§6.4.** The quoted delivery time is to be considered as an indication only and not of the essence of the contract. In the event of any delay in delivery the customer shall have no right to damages or to cancel the order. If the goods are delayed in leaving the supplier's premises other than for causes beyond his reasonable control any extra charges made for shorter production time may be dropped and the price of the goods recalculated based on the actual shipment date.

**§6.5.** For technical reasons the supplier reserves the right to under-deliver on an order. This will not constitute grounds for complaint or for refusal of the goods. If the under-delivery is less than 10% of the ordered quantity (PCBs or panels) the supplier will not be obliged to deliver the remaining quantity, and the order will be considered as completed. Only the quantity actually delivered will be invoiced to the customer.

**§6.6.** The selected Lead time/shipment schedule for an order only starts:

**§6.6.1 Bare Board Services** – Upon receipt of the correct data to enable the correct manufacture of the bare board(s).

**§6.6.2 Assembly Services** – Upon receipt of the correct BOM and CPL data for the assembly of the board(s) and when all components to be placed have arrived and have been registered in the Eurocircuits stock.

## **7. Guarantee**

**§7.1.** The supplier guarantees that all delivered goods will comply with the technical specifications published on the website of Eurocircuits for the service chosen except in so far as any such non-compliance arises from the data supplied by the customer. The supplier's

guarantee applies to any defective boards provided the defect is notified to him in writing in a timely manner and has been evaluated by both parties, and provided the boards are immediately returned to the supplier's factories at the customer's expense in accordance with the provisions of §8.1. The supplier's guarantee is strictly limited to the replacement of the delivered goods under the same delivery conditions as the original order. Under no circumstances will the supplier be liable for any form of consequential loss or damages.

**§7.2.** The supplier accepts no liability for shrinkage or warping of materials caused by the designed layout. For changes that occur after delivery through outside influences i.e. fair wear and tear, responsibility will only be accepted where these problems were caused as a direct result of poor workmanship. In the event of goods being rejected due to material or labour faults they will be replaced free of charge subject to the provisions of §8.1.

**§7.3.** The supplier's guarantee applies only to the original purchaser of the goods. In the event that the goods are sold on to a third party, whether further processed or not, only the guarantee of the re-seller shall apply.

**§7.4.** The artwork delivered by the customer shall comply with the rules set out in technical specifications as published on the Eurocircuits website. The customer must check that all artwork, drill and rout files, BOM lists, and Component placement files (CPL) supplied are complete and correct. The manufacture of the PCB, PCBA or stencil will always be carried out at the customer's own risk. There will be no liability on the part of the supplier for incorrect PCBs, PCBA's or stencils if production was carried out in accordance with the data supplied by the customer. The fact that the customer chooses to have his files checked by the supplier does not relieve him from the responsibility to supply correct data. The Eurocircuits services do not warrant that all errors and inaccuracies in the customer documentation are detected before production is started. The supplier's liability is limited to the performance of industry-standard checks to confirm the manufacturability of the boards or stencils in accordance with the technical specifications of the relevant service as published on the Eurocircuits website.

**§7.5.** On receipt of a complaint, the supplier has the right to correct any damage, offer a replacement or credit all or part of the original purchase price. Further claims will not be accepted. Replacement goods will be delivered under the same conditions as the original order. The supplier will not accept complaints where goods have been altered in any way, unless permission to do so has been given in writing. For PCBA orders, the supplier does not accept any liability for malfunctioning of components. The lead-free finishes applied on the boards mean that they must be stored in their original packaging. Solder-ability of the boards is guaranteed for a maximum period of 6 months after delivery. All necessary precautions must be taken not to touch the boards with fingers or bring them into contact with sulfuric contamination.

## **8. Complaints**

**§8.1.** Any complaints about unwanted, damaged, missing or incorrect goods will only be accepted if submitted in writing immediately on, or at the latest 8 days after, receipt of the ordered goods. The supplier cannot be held liable in case of any repairs by the buyer or any third party, or in case of any form of manipulation which may prevent the cause of any possible defect from being established, or in case the products are being or have been

treated or processed with any product whatsoever, of any nature or for any purpose whatsoever. Any returns shall be sent to the address of the supplier, free of charge and at the customer's responsibility.

## **9. Transfer of property**

**§9.1.** Notwithstanding the transfer of risk when the goods leave the supplier's premises, property of the goods shall not pass until payment in full has been received.

**§9.2.** Advance or down-payments received for assembly orders or component sourcing will not transfer the risk for nor pass property of the components to the customer.

## **10. Payment**

**§10.1.** Unless payment conditions are set to "pre-payment", orders will be invoiced upon delivery. Invoices are payable according to the payment conditions stated on the invoice. The maximum allowed payment term is 30 days from invoice date. If the payment conditions are "pre-payment", a pro forma invoice is made and sent to the customer after the data are being processed. The production will start when payment is received.

## **11. Confidentiality**

**§11.1.** Supplier and customer will keep confidential all information they receive about the other party which is not in the public domain. Each party agrees that their obligation to confidentiality will persist even if this contract is terminated.

**§11.2.** To comply with legal and contractual obligations and in exception to §11.1, the supplier will, on the request of any of its component suppliers (distributors and manufacturers) provide end user information on the components that they delivered, and which are used by the supplier during its assembly manufacturing activities. The information will be transferred under the protection of a Non-Disclosure Agreement between the supplier and its component suppliers and contains Manufacturing Part Number, Quantity, Customer name (company name), Postal Code, and Country.

## **12. Validity**

**§12.1.** The conditions shall be binding under the governing laws of the country of the supplier. Should any provision of these conditions be unenforceable, the validity of the remainder of the conditions shall not be affected.

**§12.2.** The conditions are valid for all quotations requested and all orders placed by the customer whether through the supplier's website or by any other means.

**§12.3.** Hyperlinks taken up in these conditions between brackets are not part of the conditions and are provided for information only.