

# General Terms and Conditions for Sales and Delivery of Goods Manufactured by Aspocomp

## 1. General

1.1. These general terms and conditions form an integral part of the Agreement document(s) that they are attached to and/or in which they are referred to, and, together with any other attachment specifically referred to in the agreement documents, constitute the “Agreement”.

1.2. In these general terms and conditions, the products detailed in the Agreement to be supplied by Aspocomp Group Oyj (“Aspocomp”) to the other party (“the Purchaser”) shall be referred to as “Goods”. Aspocomp and the Purchaser are also individually referred to as (“Party”) and together as (“Parties”).

## 2. Technical Documents and Technical Information

2.1. Title and intellectual property rights in and to all technical documents submitted by one party to the other party shall remain the sole property of the disclosing party.

2.2. Drawings, technical documents or other technical information received from the other party shall not without the consent of the disclosing party be used for any other purposes than that for which they were submitted. They may not be copied, reproduced, transmitted or otherwise communicated to a third party.

## 3. Quotation, Purchase Order, Order Confirmation and Delivery

3.1. Validity of the quotation is 30 days from the date of the quotation unless otherwise stated in quotation or agreed between the parties. Material and/or capacity availability in relation to the quotation are subject to prior sale.

3.2. A purchase order (PO) placed by the Purchaser shall become binding on him when placed by the Purchaser to Aspocomp. Such an order shall become binding on Aspocomp only after Aspocomp’s written order confirmation (OC). Aspocomp shall issue OC within three working days after receiving PO.

3.3. In case the Purchaser wishes to change, reschedule or cancel a confirmed PO, such changes will not be valid until confirmed by Aspocomp. In such case, the Purchaser will be liable for consequential reasonable costs. When canceling PO or part of it, the Purchaser will be liable for all accumulated costs of manufacturing the Goods until the notice of cancellation.

3.4. Delivery time calculation starts when Aspocomp has received both PO and complete manufacturing documentation of the Goods. If technical information is missing, if any, the Purchaser will be informed as soon as possible.

3.5. Delivery time is defined in working days (wd). Aspocomp considers an ordinary calendar week to consist of five wd. Public holidays in Finland are not considered to be working days. Normally the shipment takes place the next morning (before noon) after the last wd. Standard delivery time is 20 or 25 wds, depending on the product. Deliveries with shorter delivery time are express deliveries.

3.6. Aspocomp will manufacture the Goods to the highest standard of workmanship, and using the specified materials and according to the Purchaser's part number documentation. If not otherwise agreed or stated in the documents, quality specifications IPC-A-600 (latest version) and IPC-6012/IPC-6016, Class 2 will apply. Copper thicknesses on Purchaser's specifications are considered nominal values unless clearly otherwise specified and in such case the lower tolerance of the minimum plated layer copper thickness shall be -20% of the specified nominal thickness but not less than 7µm.

3.7. Unless otherwise agreed in writing by Aspocomp, the terms of delivery shall be FCA Aspocomp manufacturing plant. INCOTERMS 2000 shall apply to the deliveries. When agreed case by case between the parties, Aspocomp can organize transportation according to the Purchaser's instructions.

3.8. Partial shipments shall be permitted unless otherwise agreed.

## **4. Delay**

4.1. If Aspocomp finds that it will not be able to deliver the Goods at the agreed time or if delay on its part seems likely, Aspocomp shall without undue delay notify the Purchaser thereof in writing, stating, if reasonably possible, the time when the delivery can be expected.

4.2. If a delay in delivery is caused by a circumstance that under Clause 9 constitutes ground for relief or by an act or omission on the part of the Purchaser, the time for delivery shall be extended by a reasonable period of time, considering the circumstances of the case.

4.3. If Aspocomp fails to deliver the Goods on the agreed date of delivery and Aspocomp is not able to agree on a new delivery date with the customer, the Purchaser is entitled to liquidated damages from the date on which delivery should have taken place. The liquidated damages shall be payable at a rate of 2.0 per cent of the agreed

price of the delayed delivery for each complete week of delay. If the delay concerns only a part of the Goods, the liquidated damages shall be calculated on the respective part of the purchase price. The liquidated damages shall not exceed 10 per cent of that part of the price on which the liquidated damage is calculated. The liquidated damages become due at the Purchaser's written demand but not before all of the Goods have been delivered or the purchase is terminated under Clause 4.4. The Purchaser loses his right to liquidated damages if he has not lodged a written claim for such damages within three (3) months after the time when the delivery should have taken place. This Clause defines Aspocomp's sole and entire liability for any delay. However in case of delay of express delivery of Goods, the liquidated damages will be agreed case by case.

4.4. If the Goods are delayed for at least four (4) weeks from the agreed date of delivery and the Goods are still not delivered, the Purchaser may in writing demand delivery within a final reasonable period, which shall not be less than two (2) weeks. If Aspocomp fails to deliver within such final period and this is not due to any circumstance for which the Purchaser is responsible or any cause falling under Clause 9, the Purchaser may, by written notice to Aspocomp, terminate the purchase in respect of the delayed and non-delivered Goods.

## **5. Prices and Payment**

5.1. Prices of the Goods and any other payments to be charged by Aspocomp shall be as confirmed by Aspocomp in the order confirmation.

5.2. Prices are exclusive of value added tax and other taxes and duties connected with the delivery.

5.3. Prices are quoted in EUR, unless otherwise agreed in writing between the parties.

5.4. Terms of payment are 30 days net from the date of invoice, unless otherwise agreed in writing between the parties. The Purchaser shall pay the invoice by wire transfer in accordance with the bank details stated in the invoice.

5.5. In the case of delayed payment Aspocomp shall be entitled to interest as from the due date with an interest rate of sixteen (16) per cent per annum and Aspocomp may, after having notified the Purchaser in writing, suspend its further performance until it receives payment.

## 6. Retention of Title

6.1. The Goods shall remain the property of Aspocomp until paid for in full.

## 7. Liability for Defects

7.1. Aspocomp shall remedy any defect in the Goods resulting from faulty materials or workmanship by either repairing or replacing the defective Goods. Aspocomp is not liable for defects arising out of material provided by the Purchaser or a design stipulated or specified by him or by any other instructions given by the Purchaser.

7.2. Aspocomp's liability does not cover defects due to conditions of the Purchaser's operation, storage or handling. In order to ensure good solderability, Purchaser shall populate components on Goods within a floor life of 8 hours after opening the package.

7.3. Aspocomp's liability is limited to defects, that appear within a period of six (6) months from the date of manufacture. In case of goods with a surface finish of Electroless Nickel Immersion Gold (ENIG), Hot Air Solder Leveling (HASL) or Lead Free HASL Aspocomp's liability is extended to twelve (12) months from the date of manufacture.

7.4. For parts, that have been repaired or replaced by Aspocomp under this Clause 7, Aspocomp shall have the same liability for defects as set out in Clause 7.3. In no event may the obligations of Aspocomp under this Clause 7 be valid for more than two (2) years from the date of original delivery.

7.5. The Purchaser shall notify Aspocomp in writing of a defect without undue delay after the defect has appeared and in no case later than thirty (30) days from the day the defect became known or should have become known to the Purchaser. If the Purchaser fails to notify Aspocomp of the defect within the time limits above, the Purchaser loses his right to make any claim in respect of the defect.

7.6. After notifying Aspocomp under Clause 7.5, the Purchaser will return a sample of the defective goods or all of the defective goods to Aspocomp for investigation if requested so by Aspocomp. Return of the goods is possible only against a Return Merchandise Authorization (RMA) number issued by Aspocomp. Aspocomp shall investigate the defects and, if necessary, complete remedial actions either by repairing the non-conforming part of the Goods or by substituting non-satisfactory Goods with replacement goods within a reasonable time. Aspocomp has fulfilled its obligations in respect of the defect when it delivers duly repaired or replaced Goods to the Purchaser.

7.7. If the Purchaser gives such notice as referred to in Clause 7.5, and no defect is found for which Aspocomp is liable, Aspocomp shall be entitled to compensation for the transportation costs incurred as a result of the notice.

7.8. All transports in connection with repair or replacement shall be at Aspocomp's risk and expense. The defective Goods must be packaged as they were received and available in the place they were originally delivered to. The Purchaser shall follow Aspocomp's instructions regarding the packaging and transport.

7.9. Defective Goods that have been replaced shall be placed at Aspocomp's disposal and shall become Aspocomp's property.

7.10. Aspocomp reserves the right to investigate defective Goods on its own premises and will not accept any costs arising from any external investigations, unless otherwise agreed in writing between the parties.

7.11. Aspocomp shall compensate for assembled components on the defective Goods only if the components were assembled before the defect became known or should have become known to the Purchaser. Aspocomp's liability for assembled components shall be limited to the purchase price paid by the Purchaser for the defective Goods in question.

7.12. If Aspocomp fails to fulfill its obligations under Clause 7.6 within a reasonable time, the Purchaser may by written notice require him to do so within the final period of time. If Aspocomp fails to fulfill its obligations within the specified time limit, the Purchaser may terminate the Agreement by written notice to Aspocomp with respect to the defective Goods in question. In case of such termination Aspocomp shall credit to the Purchaser the purchase price paid by the Purchaser for the defective Goods in question.

7.13. This Clause 7 defines Aspocomp's sole and entire liability for any defect.

## **8. Limitation of Liability**

8.1. Notwithstanding anything to the contrary, in no event shall Aspocomp be liable for any indirect or consequential loss (including, without limitation, loss of profits, loss of business, loss of production, loss of use, loss of contracts, depletion of goodwill or any other similar loss whatsoever), costs, damages, charges or expenses caused by any delay in the delivery of Goods or a defect. This limitation of Aspocomp's liability shall not apply, however, where Aspocomp has been guilty of gross negligence.

Aspocomp's total cumulative liability (including but not limited to liquidated damages for delay and refund of purchase price) is in all cases limited to an aggregate sum of EUR 25,000.

## 9. Force Majeure

9.1. Notwithstanding anything else contained in these general terms and conditions, neither party shall be liable for any delay or failure in performing any of its obligations, or part thereof, if that delay or failure is caused by circumstances beyond its reasonable control, including without limitation any delay or failure caused by a strike, lock-out or other form of industrial action, power failure, failure or delay in networks or telecommunications, shortage of transport, general shortage of materials, acts, restrictions, regulations, prohibitions or measures of any kind by any authority ("Event of Force Majeure"). An Event of Force Majeure suffered by a sub-contractor of a party shall also discharge such party from a liability, if the Goods cannot be sub-contracted from another source without unreasonable costs or significant loss of time.

9.2. ICC Force Majeure Clause 2003 and ICC Hardship Clause 2003 shall apply to contracts concluded under these Terms and Conditions.

## 10. Confidentiality

10.1. All information in written, electronic, oral or other form, including but not limited to technical, business and financial information or other information disclosed by one party (the "Disclosing Party") to the other party (the "Receiving Party"), and which by its nature should reasonably be understood to be confidential ("Confidential Information"), shall be treated as confidential and shall remain the property of the Disclosing Party.

Confidential Information received by the Receiving Party shall not, without the consent of the Disclosing Party, be used for any other purpose than in connection with the Agreement. The Receiving Party may not without the consent of the Disclosing Party use, copy, reproduce, transmit or otherwise divulge Confidential Information to a third party.

10.2. Confidentiality shall not apply to any information that:

- a. is in the public domain at the time of disclosure or later becomes part of the public domain without breach by the Receiving Party;
- b. is received by the Receiving Party from a third party which is under no obligation of confidentiality with respect hereto;
- c. is known to the Receiving Party prior to disclosure by the Receiving Party without any obligation of confidentiality;
- d. is independently developed by the Receiving Party;

- e. is expressly authorized to be disclosed by the Disclosing Party in writing;  
or
- f. is required by law to be disclosed by the Receiving Party or in accordance with the requirements of any regulatory or supervisory authority to which the party is subject to.

10.3. Access to the Confidential Information shall be restricted to: (i) the parties personnel engaged in the Agreement; (ii) subcontractors of Aspocomp on a need to know basis; (iii) professional legal or financial advisers of the parties.

10.4. All Confidential Information made available hereunder, including copies thereof, shall be returned or destroyed upon written request of the Disclosing Party. However, a party may retain, subject to the terms of this Clause 10 (Confidentiality) one copy of the other party's Confidential Information required for its record keeping or internal quality assurance.

## **11. Applicable Law and Disputes**

11.1. Contracts concluded under these Terms and Conditions shall be construed in accordance with and governed by the laws of Finland without giving effect to its conflict of law rules and the application of the U.N. Convention on Contracts for the International Sale of Goods to the extent that such convention might otherwise be applicable.

11.2. Any dispute, controversy or claim arising out of or in connection with any contract concluded under these Terms and Conditions, which cannot be settled amicably between the parties, shall finally be settled by arbitration in Helsinki, Finland. The arbitration proceedings, including without limitation submission of evidence and hearing of witnesses, shall be conducted in the English language in accordance with the Rules of Arbitration of the International Chamber of Commerce by three (3) arbitrators appointed as set out in the said rules. Any award from said arbitration shall be final and binding upon the parties hereto.