



## **Printed Circuit Board Supply Standard Terms and Conditions of Sale**

### **1 General**

1.1 These terms and conditions of sale apply to orders placed by customers hereafter referred to as Customer and Tecbridge Ltd, a UK Registered Limited Company, Company No 3056332 trading as Tecbridge Circuits and hereafter referred to as Tecbridge for the supply of printed circuit boards manufactured to Customer's design.

1.2 These terms and conditions are subject to the laws of England

### **2 Limit of Liability**

Tecbridge liability shall be limited to the cost of the goods ordered by customer as defined by the order acknowledgement supplied by Tecbridge to Customer.

### **3 Intellectual Property**

Customer undertakes that Customer is the owner of the intellectual property of designs provided to Tecbridge for the purposes of manufacturer or that Customer is entitled to use any intellectual property contained in designs supplied to Tecbridge. Customer indemnifies Tecbridge from any claim for intellectual property infringement arising from Tecbridge manufacturing products based on the designs provided by Customer.

Tecbridge undertakes to use designs supplied by customer only for the purposes of manufacturing products ordered by Customer, or to use as material evidence of improper design in the event of a dispute arising from alleged quality defects arising from manufactured products Tecbridge has supplied to Customer or goods that have been partly manufactured but cannot be completed as a result of defects in the information supplied.

Unless otherwise agreed in writing between Tecbridge and Customer, Tecbridge may retain designs and tooling provided by Customer for the purpose of facilitating future orders which may be placed by Customer

### **4 Tooling**

Tecbridge and its suppliers may retain tooling produced to fulfil orders placed by Customer for future re-use. Customer shall not be entitled to receive such tooling.

### **5 Liability**

Tecbridge guarantees the quality of goods it supplies to be of merchantable quality taking into account its published requirements and design rules standards. This guarantee is subject to the limit of liability as defined in paragraph 2 above.

### **6 Right to assign**

Tecbridge reserves the right at any time to assign the rights and/or obligations under this Agreement to any company, firm or person whatsoever, provided that such assignment will not serve to vary the Customers rights under this Agreement.

### **7 Termination**

Tecbridge reserves the right to refute its obligations under an order placed by Customer at its sole discretion. Tecbridge will not use this right unreasonably. If the reason Tecbridge refutes its obligations is a failure of Customer to comply with its obligations, Tecbridge shall not be required to make a refund. Otherwise, Tecbridge shall make a refund to Customer of any monies paid in advance. Customer shall not be entitled to cancel an order placed on Tecbridge.

### **8 Payment**

8.1 Payment for goods is due before delivery for customers who have not made previous arrangements with Tecbridge to open a credit account.

8.2 Payment for goods is due before 25<sup>th</sup> day of the month following the Invoice date for customers who have opened a credit account with Tecbridge.

Tecbridge will issue an invoice when payment is received or goods are despatched, whichever is sooner.

Payment can be made by any of the following methods:-

#### ***(All customers including Cash customers)***

Cheque by post to **Tecbridge Ltd**, Accounts Receivable, 5 New Road, Ascot, Berks, SL5 8QB

BACS transfer (also known as "Bill Payment") to the account of Tecbridge Ltd, account no 51796585, sort code 40 22 26.

#### ***(Cash and Overseas customers only)***

Debit Card, Credit Card, PayPal. We send you an electronic payment request by email. This method is totally secure and Tecbridge never sees or handles the details of your card.

***Please state chosen method of payment when placing order.***

### **9 Order Acceptance**

Tecbridge shall not be obliged to accept any order placed by Customer. When an order is accepted by Tecbridge, we will acknowledge its acceptance by proving an Order Acknowledgement by email or other tangible means.

### **10 VAT**

All prices quoted by Tecbridge to Customer are exclusive of VAT. Tecbridge will charge VAT to UK customers at the prevailing rate on the date of dispatch.

If Customer is a company outside UK and within EEC and is registered for VAT in its Country and provides Tecbridge with a valid VAT number, Tecbridge shall Invoice the goods as "exempt" from VAT.

### **11 Delivery Time-scales**

Tecbridge will confirm the delivery time-scale to Customer in the Order Acknowledgement. Tecbridge shall take reasonable steps to meet the delivery estimate; however circumstances beyond the control of Tecbridge can cause additional unexpected delays. Tecbridge expects to meet its delivery commitments 95% of the time for PCB's ordered on premium time-scales and 90% of the time for standard (non-premium) time-scales. Customer shall not be entitled to cancel or change the terms of its order arising from such delays unless caused by negligence of Tecbridge.

### **12 Variation**

The terms and conditions of this Service Agreement can only be varied in writing by a Director of Tecbridge Ltd.

### **13 Under/Over Delivery**

If Tecbridge has excess PCB's it may offer them to Customer free of charge subject only to payment of excess shipping charges. Occasionally Tecbridge may under-deliver by up to 5% of the quantity of boards ordered in which case Tecbridge will send the balance of PCB's at a later date. Customer shall not be entitled to any rebate under these circumstances

### **14 Title**

Title to goods shall remain vested in Tecbridge and shall not pass to Customer until the purchase price for goods has been paid in full and received by Tecbridge. Until title to the goods passes:

14.1 Title to goods shall extend to any products or assemblies incorporating goods manufactured by Customer

14.2 Tecbridge and its agents and employees shall be entitled at any time and without the need to give notice enter upon any property upon which {the Goods} or any part are stored, or upon which {the Seller} reasonably believes them to be kept.