

Cybernetworks, LLC Terms & Conditions of Sale for 2026

- 1. Prices, Terms of Payment:** Cybernetworks, LLC will furnish a quote for all services provided. Any change in price must be confirmed in writing by Cybernetworks, LLC (via email or revised quote). This includes revision in lead times and finishes. Quotes are valid for 30 days. All new accounts are subject to credit approval. If approved for open credit terms, standard payment terms are Net 30.
- 2. Cancellation:** Cybernetworks, LLC will begin projects up to 90 days prior to the shipment date. Buyer may cancel a job at any time in the manufacturing process. Buyer will be responsible for all costs incurred in the manufacturing of the canceled job including material and labor not to exceed the value of the confirmed price. Customer will be responsible for 100% of the value of custom raw materials ordered (defined as any copper laminate & prepreg not on consignment). All cancellation requests must be received in writing.
- 3. Delivery:** Time is of the essence for all deliveries. While Cybernetworks, LLC can offer expedited deliveries on PCB fabrication, Cybernetworks, LLC does not offer tiered pricing for expedited assembly services. Due to the many variable factors surrounding assembly, Cybernetworks, LLC cannot guarantee exact delivery dates for completed PCB assembly. Jobs will be quoted with an estimated delivery window only and are run on a first-in/first-out (FIFO) basis. Cybernetworks, LLC will work with each individual customer to meet, as closely as possible, any needed due date for all assemblies ordered.
- 4. Component Procurement:** Should Cybernetworks, LLC be contracted to procure electronic components as part of the Printed Circuit Board Assembly (PCBA) process, Cybernetworks, LLC will procure components immediately upon receipt of buyer's purchase order within a limit of \$5k dollars. Buyer accepts that due to the PCBA component supply chain environment, guaranteeing future delivery of components without immediate purchase is not feasible or beneficial for either party. Should there be jobs where part price exceeds \$5K total, deliveries scheduled for > 60 days, consigned part delays, unforeseen shortages, first article approval, or other issues impacting the project associated with component availability or lead times, customer agrees to accept and pay an invoice for component procurement in advance of delivery. Cybernetworks, LLC quotes for PCBA components are subject to market fluctuations. Cybernetworks, LLC will make best commercial efforts to hold the original quote but all price variances will be quoted and presented to the buyer for a revised PO prior to final purchase.

5. **Shipping/Packaging:** Cybernetworks, LLC shipping terms are FOB Cybernetworks, LLC. All freight/shipping charges with the exception of packaging are the buyer's responsibility. Cybernetworks, LLC will make the best effort to use the customer's preferred shipping method, but in instances where the preferred method is no longer available the date of shipment, buyer agrees to allow Cybernetworks, LLC to use a comparable method of shipment and pay the estimated shipping cost per the preferred carrier's website quotation. All risk of damage passes onto customer upon departure of package(s) from Cybernetworks, LLC facility.
6. **Force Majeure:** It shall not be a default and neither Cybernetworks, LLC nor Customer shall be liable for a failure to perform hereunder arising from causes or events beyond a party's control and without the fault or negligence of such party. Cybernetworks, LLC shall notify customer in writing within five (5) calendar days after the beginning of such cause. To the extent that, and so long as the obligations of either party are affected by any such cause or event, such obligations shall be suspended; provided, however, that should Cybernetworks, LLC fail to comply with customer's delivery schedule, customer may terminate any agreement to purchase Cybernetworks, LLC products, a Purchase Order or part thereof without liability.
7. **Returns & Warranty:** In the event of non-conforming printed circuit board, customer shall notify Cybernetworks, LLC in writing of the specific non-conformity and request a Returned Material Authorization Number (RMA #). Cybernetworks, LLC will inspect the reported non-conformity to determine whether the boards are within IPC Standards along with any accepted/confirmed customer specifications. Should the returned product(s) be deemed non-conforming the customer will be entitled to the following remedies: a) full credit for the value of the board, b) repair of the damaged board, c) replacement of the damaged board with a new board. Should the board be within the agreed upon specifications, the board will be returned to the customer at the customer's expense. Research and Development (R&D) Printed Circuit Board Projects excluded.

Terms & Conditions

Cybernetworks, LLC warrants its bare boards against defects in materials and workmanship under normal use for a period of 120 days from date of shipment ("Warranty Period"). If a defect arises and a valid claim is received within the warranty period, Cybernetworks, LLC will at its option, for any bare boards that are returned and confirmed by Cybernetworks, LLC to be non-conforming to the order specifications and/or the applicable quality and acceptability standards, either (I) replace the bare board at no charge, (II) issue a credit equal to the original purchase price of the bare board, (III) repair

the bare board. When a product is exchanged, any replacement item becomes the customer's property and the replaced item becomes Cybernetworks, LLC's property. When a refund is given, the product for which the refund is provided must be returned to Cybernetworks, LLC and becomes Cybernetworks, LLC's property. Cybernetworks, LLC will not accept liability for any cost in addition to the value of the bare boards including but not limited to components, labor, business interruptions and any other consequential damages or losses. Cybernetworks, LLC disclaims any open-ended acceptance of liability for losses beyond the control of Cybernetworks, LLC.

If Cybernetworks, LLC assembled the PCB then we will include the cost of any components Cybernetworks, LLC supplied and all labor that Cybernetworks, LLC supplied with regard to replacing the assemblies or issuing a credit. All other limitations will still apply.

This limited warranty does not apply: (A) to damage caused by use with non-Cybernetworks, LLC products; (B) to damage caused by accident, abuse, misuse, flood, fire, earthquake or other external causes; (C) to damage caused by use of the product outside the permitted or intended uses described in the order specifications; (D) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of Cybernetworks, LLC; (E) to a product or part that has been modified to alter functionality or capability without the written permission of Cybernetworks, LLC; or (F) to cosmetic damage, including but not limited to scratches or dents, that does not otherwise affect the product's functionality or materially impair its use; (G) Research and Development (R&D) Printed Circuit Board Projects.

To the extent permitted by law, this warranty and remedies set forth above are exclusive and in lieu of all other warranties, remedies, and conditions, whether oral or written, statutory, express or implied. As permitted by applicable law, Cybernetworks, LLC specifically disclaims any and all statutory or implied warranties, including, without limitation, warranties of merchantability, fitness for a particular purpose and warranties against hidden or latent defects. If any term of this warranty is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired. Except as provided in this warranty and to the extent permitted by law, Cybernetworks, LLC is not responsible for direct, special, incidental or consequential damages resulting from any breach of warranty or condition, or under any other legal theory, including but not limited to loss of use; loss of revenue, loss of actual or anticipated profits (including loss of profits on contracts); loss of the use of money; loss of anticipated savings; loss of business; loss of opportunity; loss of goodwill; loss of reputation; loss of damage to or corruption of data; or any indirect or consequential loss or damage howsoever caused including the replacement of equipment and property, any costs of

recovering, programming or reproducing any program or data stored or used with Cybernetworks, LLC products. Cybernetworks, LLC disclaims any representation that it will be able to make a product exchange without risk to or loss of programs or data. You must assist in diagnosing issues with your bare board and follow Cybernetworks, LLC warranty processes.