



## **GENERAL TERMS & CONDITIONS**

- For deliveries outside Canada, all Duties and Customs are the responsibility of the customer, unless otherwise agreed upon in writing.
- Prices are quoted in US Dollars; Taxes and Shipping Charges are extra as applicable.
- Custom Quotes provided to you are only valid for 60 days unless otherwise agreed upon in writing by our representatives.
- Prices shown on the quotation are based on information provided by customer's Gerber files and associated instructional documents at date of quotation/order. Any changes requested to PCB manufacture after placing order, or any new details that emerge in a pending PO, may result in additional charges.
- The Turn Time shown is calculated using business days. Weekends and business holidays are excluded in any turn time calculations. Additional turn days may be added to orders that are placed "On Hold," waiting for customer response for resolution of missing information or discrepancies.
- Circuit-Tech Inc.'s Privacy Policy: At Circuit Tech, we recognize that privacy is of utmost importance, and we do not sell or rent individual personal information to any third party. Information and data sent to us for the processing of orders may be shared with a manufacturing partner for quote or fabrication. But in all cases, we require that manufacturing partners comply with our Privacy Policy and any other appropriate confidentiality and security measures.
- Circuit-Tech Inc. recommends the electrical testing of ALL boards. Since visual inspection is not 100% effective at identifying connectivity issues on the outer-layers and is inadequate for finding them on the inner layers.

### **PCB FABRICATION TERMS & CONDITIONS:**

- Sale subject to limited warranty (details in Limited Warranty section below). Warranty extends only to bare PCBs and does not apply after components are added by you or others. Our liability shall not exceed price paid by you for the ordered PCBs. No change or addition to these terms, or any additional or different terms on your purchase order, shall be binding on us unless executed in writing by one of our officers.
- If IPC Netlist is not provided in 356 format, Circuit-Tech Inc will create a net-list from the incoming customer Gerber files to generate an electrical test program. In such cases, Circuit-Tech Inc. cannot guarantee, nor can it be liable for the electrical performance of the boards, since the test program itself is derived from the files submitted.
- If you send us your design files in multiple formats (say, Gerbers and ODB++) it is your responsibility to ensure that the design in both formats is the same. We reserve the right to use any of the formats sent to us and will not cross-check between formats for consistency.
- Manufacturing Optimizations: As with most other PCB manufacturers, we may make simple optimizations to your design to ensure boards are manufactured correctly. Such changes do not affect the electrical functionality of your design. These may include:
  - Teardrops may be added to pad/trace interfaces to ensure better connectivity.
  - Slivers less than .005" may be filled in to prevent resist slivers on the panels.
  - Solder-mask dams that are less than .004" wide between SMD pads which have a .003" minimum clearance may be gang relieved.
  - Silkscreen may be clipped to ensure it does not get on top of pads/copper features.
  - Non-functional pads may be removed from inner layers, exception to class 3.



### **LIMITED WARRANTY DETAILS:**

Circuit-Tech Inc. warrants its bare boards against defects in materials and workmanship under normal use for a period of 90 days from date of shipment ("Warranty Period"). If a defect arises and a valid claim is received within the warranty period, Circuit-Tech Inc. will, at its option and to the extent permitted by law, for any bare boards that are returned and confirmed by Circuit-Tech Inc. 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 or (II) issue a credit equal to the original purchase price of the bare board. When a product is exchanged, any replacement item becomes the customer's property and the replaced item becomes Circuit-Tech Inc.'s property. When a refund is given, the product for which the refund is provided must be returned to Circuit-Tech Inc. and becomes Circuit-Tech Inc.'s property. Circuit-Tech Inc. 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. Circuit-Tech Inc. disclaims any open-ended acceptance of liability for losses beyond its control.

This limited warranty does not apply: (A) to damage caused by use with non-Circuit-Tech Inc. 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/repair; (E) to a product that has been modified to alter functionality or capability without the written permission of Circuit-Tech Inc; 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.

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, Circuit-Tech Inc. 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, Circuit-Tech Inc. 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 Circuit-Tech Inc. products. Circuit-Tech Inc. 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 Circuit-Tech Inc. warranty processes.

While we cannot make any promises regarding what we might agree to in the future we are committed to do whatever is reasonable to make right any problems we may have created for our customers.

### **TERMS & CONDITIONS FOR PCB ASSEMBLY:**

#### **QUOTE**

- Quote is based on RFQ Data provided at the time of the quote and is subject to change if data has changed at the time of order. We do not perform a full DFM analysis nor do we identify all the issues at the time of quoting. Requests to split the original order into multiple builds will be priced as per quoting guidelines.
- Please note that customers will be invoiced in full for all bare boards after your order has been shipped.
- In case we ship your PCB order in partial shipments, you will only be invoiced for the Printed Circuit-Boards that have been shipped.



- If for any reason an order is put on hold or cancelled after PCBs are fabricated, Circuit-Tech Inc. Reserves the right to invoice customers for all the PCBs fabricated for that order.

## PAYMENT

- Payments for all invoices will be as per terms mentioned in Quotes and Invoices. Customer shall not withhold payment against invoices already raised for any reason whatsoever, like unsatisfactory workmanship, pending rework or non-functioning boards or for any other reason.
- Payments can be made either in the form of Cheques or Wire Transfer.
- Cancelled Orders: In general, you are liable for the cost of materials and labor expenses that have been incurred prior to cancelling an order.
- Please note that customers have up to 30 - 45 days to clear submitted invoices or any outstanding invoices. Penalty charges may occur on late payments.
- International Customers are responsible for their own custom charges and import fees on all orders.

## ORDER

- Production Order Acceptance is not guaranteed until your account is found in good standing.
- Circuit-Tech Inc does not store, keep or otherwise promise to inventory any products unless agreed to in writing by both parties, however if you request for us to keep the boards, you will be charged for the price of the board.
- Order Cancellation Charges.
  - Fabrication Labor cancellation charges after order has been released: Cancellation charge will be determined by the percentage of labor performed before cancellation date. Please refer to the information below to calculate cancellation charges.
    - Purchase Order received and Engineered ---- 10% of Order Price
    - Manufactured and Laminated ----- 25% of Order Price
    - Manufactured up to Solder Mask----- 50% of Order Price
    - Manufactured up to Electrical Testing ----- 75% of Order Price
    - Manufactured up to Final Inspection-----100% of Order Price
  - NRE Charges (Tooling/Testing) will apply if this is your first order.
  - Please note that Orders requiring special materials may have cancellation charges if the material ordered is specific to the customer.
- Completeness of Fabrication data: It is customer's responsibility to provide complete and correct fabrication data, Gerbers, PCB drawings, Special instructions if any.
- Discrepancy in data: Customer is responsible for providing data that is consistent and has no discrepancy in information. Circuit-Tech Inc. tries to identify any discrepancies in customer data but will not be responsible if some discrepancy is not caught. Any issues caused due to such discrepancy in customer data is solely customer's responsibility.
- On-Time: Circuit-Tech may make partial shipments for your order. Your order will be considered shipped on-time if at least 90% of products are shipped by the due date.
- Order Completeness: Orders may be considered complete, if the quantity shipped is within +/- 5% of the original quantity. Circuit-Tech Inc. will invoice customer for the boards shipped.
- RoHs compliant lead-free Custom Spec. boards will be marked with a lead-free symbol if requested by customer. Standard orders will include UL markings and date codes.
- Each order will be accompanied by COC (Certificate of Compliance), and it is mandatory for the first order to be accompanied by a FAI (First Article Inspection) report.