



General Terms of Sale and Delivery – Chemitalic Suzhou Ltd. And Chemitalic Denmark A/S

1. Preamble

1.1. The below standard terms of sale and delivery shall apply to all concluded purchase agreements between Chemitalic Suzhou Ltd./Chemitalic Denmark A/S (Hereinafter referred to as the Seller) and the Buyer, and deviations there from shall only apply if agreed upon in writing.

1.2. Should any discrepancy occur between the Buyer's terms of purchase and these present terms of sale and delivery, the Seller's terms of sale and delivery shall prevail. Any deviations between the two shall only apply if agreed upon in writing.

1.3. The quotation forwarded is binding for a period of four (4) weeks counted from the date of quotation. Prices offered are based on the technical documentations and production layouts known at the time of quotation. Any changes therein or revision changes may lead to a change in price.

1.4. Received orders are binding for Seller confirmed by confirmation in mentioned quantity (also see 1.5.) and in a quality according to the received gerber data.

1.5. The Seller reserves the right to deliver panels with x-out boards (if the shipment is delivered in panels). Furthermore Seller reserves the right to deliver up to 10% more boards than the ordered quantity. The invoicing will be according to this quantity.

2. Prices

2.1. All prices stated shall apply for delivery DDU in accordance with current Inco terms inclusive of packaging but exclusive of EU-pallets and frames unless otherwise stated. All prices are exclusive of any existing or future public tax and other costs beyond the Seller's control. In the event of substantial changes in raw material prices based on documented changes in the exchange rate or market conditions, price adjustments may occur.

2.2. If currency rate between RMB and currency quoted changes +/-5% between day of quotation and day of invoicing, we reserve the right to change the price accordingly.

3. Payment

3.1. Terms of payment are invoice date + 30 days. In the event of delay in payment, the Buyer shall pay an interest rate of 1.2 percent of the invoice amount counted from the first due date per month or fraction of a month.

3.2. The Seller reserves the right, at his own expense, to take out a credit insurance limited to the monthly risk for each customer. The monthly risk is calculated as the sum of the ordered but not delivered goods, stock, and work in progress and amounts owed for invoiced but not yet paid deliveries. If the Buyer is not able to obtain such insurance coverage due to financial conditions, the Buyer shall be able to provide an alternative kind of financial security to the Seller upon request; alternatively, a different kind of terms of payment can be agreed upon.

4. Time of Delivery

4.1. If delivery is delayed due to force majeure or as a consequence of actions or omissions on part of the Buyer including but not limited to modifications to units, the time of delivery shall be postponed to the extent considered fair based on the circumstances. This shall apply even if the cause of delay should

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occur after the originally agreed time of delivery. Any penalty related to defects or delay in delivery shall not be accepted.

Force majeure includes events, which prevent delivery or make delivery unreasonably onerous, and the influence of which on delivery could not be foreseen at the conclusion of the agreement including but not limited to industrial disputes and any other condition, which is beyond the control of the Seller, such as fire, war, mobilising or military call-up to a corresponding extent, requisition, impounding, exchange control regulations, riots and civil disorder, lack in means of transport, general scarcity of goods, restrictions in motive force and defects in or delay of supplies from sub-suppliers, which are owed to the circumstances mentioned. Force Majeure shall be evaluated based on the place of production at which the units are actually produced or will be produced.

5. Liability for Defects.

5.1. Supplied printed circuit boards are warranted for 12 months. Defective products will be replaced or repaired free of charge if caused by defects in materials or if work is not carried out as prescribed in the specification agreed upon. The Buyer shall not be entitled to demand reduction in the purchase price or cancel the purchase. It is presupposed that the product is stored, (also see 5.2) processed and treated as prescribed. Redelivery will take place as quickly as possible from the currently supplying production plant. The Seller has no responsibility for lack beyond the before written. This is valid for every loss the defect must cause, under here operating loss, loss of profit and other economical consequence loss.

5.2. Special attention should be directed to warranty regarding solder ability, which is subject to code of practice for storage specified by the Seller. The storage shall be according to the following storage rules for Printed Circuit Boards: Dry vacuum package in PE film ESD, at room temperature with relative air humidity in % for 50 +/- 6. If the defect on the product is due to wrong storage, further preparation or treatment of the products then it is not considered as a defect.

6. Business and Product Liability

6.1. The Seller shall only be liable for personal injury or property damage caused by the printed circuit boards sold if it can be established that the injury or damage was caused by faults or negligence for which the Seller is liable or committed by others for whom the Seller is responsible. Property damage shall be limited to DKK 500.000 per year.

6.2. The Buyer shall indemnify the Seller if the Seller is deemed liable to any third party to the same extent to which the Seller's liability is limited in relation to the Buyer, subject also to sub-clause 6.3 .

6.3. The Seller shall not be liable for any loss related to direct or indirect consequential costs including but not limited to consequential loss and loss of profits suffered by the Buyer or any third party.

7. Arbitrage

7.1. If agreement cannot be reached through negotiation, any dispute between the parties arising from the agreement or these present terms of sale and delivery shall be settled by arbitration in Copenhagen in accordance with Danish Law.

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