



General Terms and Conditions of Sale and Delivery (GTC)

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Precoplat GmbH - Printed circuit boards made in Germany

Precoplat Präzisions-Leiterplatten-Technik GmbH is one of the leading PCB manufacturers in Germany. As a medium-sized family business, we have been manufacturing bare printed circuit boards at our production site in Krefeld, North Rhine-Westphalia, since the 1970s. 100 % Made in Germany.

On our 25,000 m² site, over 70 employees produce more than 100,000 m² of printed circuit boards per year in a highly technical and automated process. We supply a wide range of industries internationally and can react quickly and flexibly to customer requirements.

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1. General information

1.1 These terms and conditions ("General Terms and Conditions of Sale and Delivery") apply to all business transactions with the purchaser or other customers (hereinafter jointly referred to as "Purchaser") and the supplier (hereinafter referred to as "Supplier") - even if they are not mentioned in subsequent contracts. They shall apply in particular even if the Purchaser refers to its own terms and conditions when placing an order or otherwise. Any provisions to the contrary shall not apply. Anything to the contrary shall only apply if the Supplier has expressly agreed to these other terms and conditions.

1.2 Upon physical receipt of our delivery or service, the GTC shall be deemed to have been accepted by the Purchaser, unless the Purchaser objects to the inclusion of the GTC within 48 hours of receipt of the delivery or service. If the Purchaser objects, it must return the purchased delivery or service to the Supplier immediately. If the purchased delivery or service is not returned (receipt by the Supplier) within 48 hours (for whatever reason the return does not take place) after the Purchaser has objected to the inclusion of the GTC, the Purchaser shall forfeit a contractual penalty against the Supplier corresponding to the value of the delivery or service received.

2. Working days

2.1 For orders with complete production data that are made available by 18:00 on a working day, the following working day shall be deemed the first working day.

Exception: If the order is placed on a Saturday, Sunday, public holiday or bridge day, the next but one working day shall be the first working day.

2.2 For orders with complete production data provided after 18:00, the next but one working day shall be deemed the first working day.

2.3 Technical requirements: Production data and orders that are incorrect, incomplete or deviate from the information on which the offer is based will lead to delays in delivery and/or incorrect execution.

3. Offer

3.1 Unless our offer is accepted immediately, our offers and price quotations are subject to change until a final contract is concluded, unless a binding period is expressly mentioned. Orders and verbal agreements shall only be valid for the supplier to the extent that they are confirmed by us in writing. Cost estimates are non-binding.

3.2 The documents belonging to an offer, such as drawings and illustrations, as well as dimensional, weight, performance and other information provided in the offer are only approximate. Anything to the contrary shall only apply if they are expressly designated as "binding".

3.3 If the customer refers to an offer (or an enquiry) and this results in errors, the supplier accepts no responsibility for this.

4. Order

4.1 Our written order confirmation shall be decisive for the scope of delivery. Objections to the order confirmation must be received by the supplier in writing immediately after receipt of the order confirmation by the purchaser - at the latest within 7 working days after the date of issue of the order confirmation. Later objections will not be considered unless expressly agreed otherwise in writing. In all other respects, the provision in clause 1.2. of the GTC (sentence 3) shall apply accordingly.

4.2 The supplier reserves the right to carry out a credit check of the purchaser - if necessary, through a credit insurer - even after receipt of the order confirmation. In the event of a negative result (especially if the credit insurer refuses cover), the supplier may withdraw from the contract without compensation.

4.3 Oral declarations (especially those made by our commercial agents or travelling salesmen) shall only become effective upon written confirmation by the supplier.

4.4 If the Purchaser cancels an order without justification, the Supplier may, without prejudice to the possibility of claiming higher actual damages, demand 25% of the sales price for the costs incurred in processing the order and for loss of profit. The Purchaser reserves the right to provide evidence of lower damages.

4.5 Orders on call are to be called by the customer at the latest after 6 months - starting from the date of the order confirmation. If the order is not called within a reasonable period of grace set by the supplier to the purchaser with the necessary details, we shall be entitled, at our discretion, either to deliver without a call at the price valid on the day of delivery or to demand compensation instead of performance or to withdraw from the part of the contract in arrears.

5. Copyrights

5.1 If the supplier manufactures on behalf of the customer according to drawings, models, samples or other technical documents provided by the customer, the customer shall guarantee that the industrial property rights of third parties are not infringed. If third parties prohibit the supplier from manufacturing and delivering such items, in particular by invoking existing industrial property rights, we shall be entitled - without being obliged to examine the legal situation - to cease any further activity in the relevant scope and to demand compensation from the customer. By handing over such drawings, documents and the like, the customer shall indemnify the supplier against all claims of third parties in this connection upon first request.

6. Work equipment

6.1 If data is sent by fax, e-mail or data carrier, the customer shall be liable for data errors caused by a faulty connection. The customer shall be responsible for ensuring that only verified and virus-free data is sent or transferred via data carrier. Work materials provided by the Purchaser, such as data carriers, final artwork and/or original films, shall not be subject to inspection or approval by the Supplier for this reason either. If reworking is required, the Purchaser agrees to the Supplier carrying out and invoicing this work after prior notification.

6.2 Tools, data carriers, films, lithographs, devices, printing equipment, drilling and milling programmes etc. shall only be charged at cost and shall remain the exclusive property of the Supplier. They shall be stored and maintained for a period of one year after their last use. Sale by the supplier is possible.

We reserve the right to reproduce designs that we have produced.

6.3 Proofs, quality and functional samples for release authorisation shall be supplied at the request of the customer or if deemed necessary by us. All changes, approvals or authorisations must be made in writing. The inspection and approval of galley proofs, drawings and samples by the customer or third parties authorised by the customer shall release the supplier from any liability for defects caused thereby - unless the supplier acts with intent or gross negligence.

6.4 The supplier shall not be liable for defects caused by the order itself or by documents sent in or by interpretable or incomplete information. Anything to the contrary shall only apply if the supplier acts wilfully or with gross negligence.

This is exemplary, but not exhaustive:

- a) Lateral correctness

In order to be able to recognise the correctness of the sides (mirrored or unmirrored view) of the conductor patterns, a legible lettering must be included in the conductor pattern of an outer layer. In the case of multilayers, the sequence of the layer structure must be specified.

- b) Confusion

All transferred data must contain a descriptive and unique info text so that it can be assigned correctly.

- c) Conversion

If the customer submits Eagle-BRD files that have to be converted by the supplier, errors may occur. Accordingly, submitted Eagle-BRD files are generally assessed as defects in the documents.

- d) Technical Delivery Conditions and Design Rules

A further defect is given if the documents sent in by the Purchaser (disregarding the Design Rules Check by the Supplier) disregard or do not comply with the "Technical Delivery Conditions and Design Rules for Printed Circuit Boards" provided by the Supplier.

7. Quality specifications

7.1 Quality specifications shall only be deemed to have been made by us if they have been expressly emphasised in writing by the supplier as "special contractual conditions" and labelled as such. We shall only be responsible for agreements made with a representative or vicarious agent if these have been expressly made known to us by the customer and confirmed by the supplier.

7.2 Public statements, recommendations or other advertising information do not constitute a contractual description of the quality of the goods.

7.3 Only our product description shall be deemed agreed as the quality of the goods.

8. Delivery quantity

8.1 The supplier shall endeavour to deliver the agreed order quantity in accordance with the contract. Partial deliveries are permissible. However, the Purchaser undertakes and guarantees to accept a production-related excess or shortfall of up to 10% of the ordered quantity or production batch. This shall not constitute a breach of any contractual obligation whatsoever on the part of the Supplier. The payment claim resulting from the delivery quantity shall be reduced or increased accordingly. In the case of successive deliveries, the respective call-offs shall be made from the order quantity in the amount of the effective delivery quantity. If call-offs are made in excess of the order quantity, we shall be entitled to request a new contract or to invoice the quantity in excess of the contractual scope at the current price.

9. Delivery period

9.1 Delivery periods and dates published by the supplier are "approximate periods/dates" and serve as non-binding contractual orientation for the customer, unless we have confirmed a delivery date/delivery period in writing with the note "fixed".

A "fixed" promised date is subject to correct and timely delivery by our own suppliers. The supplier assumes no liability for timely transport.

9.2 Delivery periods shall commence with the dispatch of the order confirmation, but not before all details of the order have been clarified and all documents, approvals, releases, materials or other services to be provided by the Purchaser have been provided and not before receipt of an agreed advance payment by or the opening of a letter of credit in favour of the Supplier.

9.3 The delivery deadline shall be deemed to have been met if the delivery item has left the factory or readiness for dispatch has been notified by the time it expires. Our obligation to deliver shall be suspended and extended at least by the period of time that the customer is in arrears with the subsequent fulfilment of counter-performance, under certain circumstances by a multiple of this period of time, if an immediate cancellation of the interruption for which the customer is responsible is not possible due to the resulting other machine utilisation. Furthermore, the delivery period shall be extended appropriately in the event of unforeseen obstacles (in particular in cases of force majeure) as well as such cases which are beyond our control (e.g. operational disruptions, faulty or rejected production, strike and lockout, in each case in our own company or at suppliers, etc.), insofar as such circumstances demonstrably have a considerable influence on the completion or delivery of the goods or services. The customer cannot derive any claims from these circumstances. We shall also not be responsible for the aforementioned

circumstances if they occur during an already existing delay. In important cases, we shall inform the customer of the beginning and end of such circumstances as soon as possible.

9.4 Partial deliveries are permissible within the delivery periods specified by us, provided that this does not result in any disadvantages for use.

9.5 Compliance with the delivery period by us presupposes the timely and proper fulfilment of the customer's contractual obligations, in particular his payment obligations.

9.6 In the event of unforeseen events, insofar as they significantly change the economic significance or the content of the service or also significantly affect our operations or those of our suppliers, and in the event of actual impossibility of performance subsequently becoming apparent, we shall be entitled to withdraw from the contract to the extent that we are unable to fulfil the contract. If we make use of the right of cancellation, we must inform the customer immediately after realising the consequences of the event - even if an extension of the delivery period was initially agreed with the customer. Claims for damages by the customer or other legal consequences due to such a cancellation are excluded.

9.7 If, in the case of orders - including successive delivery contracts - the Customer is granted a special price on the basis of the total contractual quantity, but the agreed contractual quantity is not called off or accepted within the agreed acceptance period, the Supplier reserves the right to increase the price in line with the lower quantity. If a grace period is granted for the remaining order quantity, a new price may have to be agreed. If the remaining quantity is not accepted, we reserve all rights.

10. Prize

10.1 In the absence of a special agreement, the prices shall apply ex works or ex our business and storage premises, in special cases ex an external dispatch centre within the Federal Republic of Germany, but excluding packaging and other costs. Value added tax shall be added to the prices quoted by us to the extent provided for by law. For deliveries and services provided later than 4 months after conclusion of the contract, the supplier reserves the right to invoice any increases in wages, material and/or energy prices that have occurred in the meantime with an appropriate overhead surcharge. This applies in particular to successive delivery contracts.

11. Payment

11.1 In the absence of a special agreement, payment shall be made free our paying agent.

11.2 Agreed payment deadlines shall apply from the day the invoice is issued. Agreed discounts may only be utilised on condition that all payment obligations from previous invoices have been completely fulfilled. Invoice amounts of less than EUR 200.00 are payable immediately net without any deduction.

11.3 We shall not be obliged to make any further deliveries under any current contract as long as the supplier's due claims have not been settled.

11.4 All claims of the Supplier arising from the business relationship - i.e. the entire exposure of the Purchaser to the Supplier (e.g. claims from semi-finished products made available at the start of production by transfer of risk to the Purchaser's ownership, from finished goods stored in our custody in his name as well as from goods already delivered but not yet paid for) shall become due immediately - irrespective of the term of any bills of exchange or cheques taken in. The claims for payment shall become due immediately as soon as a reason (e.g. default of payment, bad information, enforcement measures, downgrading of creditworthiness by credit insurance, etc.) arises, irrespective of the term of any bills of exchange or cheques taken in.

The same shall apply if there is reasonable doubt as to the solvency or creditworthiness of the customer or if the customer pledges outstanding accounts or goods to which our retention of title extends to third parties or assigns them as security. Under the same conditions, we may demand advance payments or the provision of security for all current transactions. In addition, if the supplier still has an order backlog from the customer to be processed which has not yet been manufactured, the supplier shall be entitled to withdraw from these delivery contracts and/or demand compensation instead of performance.

12. Transfer of risk

12.1 The Supplier shall notify the Purchaser of the completion of an order-confirmed production batch. Upon receipt of this notice of completion, the risk in relation to the goods supplied shall pass to the Purchaser. The Purchaser is obliged to collect the delivered goods from the Supplier in accordance with the notice of completion.

12.2 We are authorised, but not obliged, to conclude transport contracts on behalf of the customer and to select the transport route.

13. Packaging

13.1 The Supplier reserves the right to determine the type and scope of packaging. Packaging costs shall be invoiced separately. Packaging (in particular packaging containers) that is returned to the supplier immediately "carriage paid" in a defect-free condition shall be credited with 2/3 of the invoiced amount. Otherwise, we reserve the right to refuse to take back packaging material.

14. Reservation of title

14.1 The goods shall remain our property until all our claims against the customer arising from the business relationship have been fulfilled. The customer may neither pledge nor assign as security the delivery items subject to retention of title. In the event of seizure, confiscation or other disposition by third parties, he must inform the supplier immediately and provide the complete address of the pledgee.

14.2 The sale of goods subject to retention of title is only permitted in the ordinary course of business. The purchase price claims of the Purchaser against its customers due to the sale of the goods subject to retention of title shall be assigned to us in the amount of our purchase price claims. The customer is not authorised to dispose of the goods subject to retention of title in any other way.

14.3 The Purchaser is authorised to collect the purchase price claims from its customers until revoked at any time. If the goods delivered subject to retention of title are treated or processed, mixed or combined with other goods or if the purchaser has other rights to these goods, the supplier shall become co-owner in the ratio of the value of the goods subject to retention of title to the other items. If an item in the possession of the customer subject to retention of title is to be regarded as the main item, it is agreed that we are also the owner of the main item, whereby the transfer to us is replaced by leaving this item in the possession of the customer on loan.

14.4 In the event of default of payment - also with regard to a due partial amount - the right of possession of the purchaser shall expire as well as the authorisation to collect the claims from his customers. At our request, the purchaser must then inform the supplier of the debtors (name, address) of the assigned claims, provide the necessary information and notify the debtors of the assignment. Otherwise, the Supplier shall be entitled to demand the immediate surrender of the goods delivered subject to retention of title from the Purchaser, whereby this demand for surrender shall only serve to secure the claim, but shall not be deemed a cancellation of the contract.

14.5 The risk of accidental loss of the goods subject to retention of title shall be borne by the Purchaser, who undertakes to handle the delivered goods with care and to insure them adequately for the duration of the retention of title. The claims against the insurance company shall be assigned to the supplier until full payment of the purchase price and the ancillary costs incurred.

14.6 Rights arising from the retention of title and all special forms thereof specified in these terms and conditions shall apply until full release from contingent liabilities which we have entered into in the interests of the Buyer.

14.7 We undertake to release the securities to which we are entitled at the request of the customer to the extent that the value of the claims to be secured, insofar as these have not yet been settled, exceeds them by more than 20 %.

15. Warranty

15.1 The Supplier shall provide warranty for defects in the goods at its discretion by repair or replacement. If the subsequent fulfilment fails, the Purchaser may demand a reduction in payment or cancellation of the contract. In the event of only a minor breach of contract (e.g. minor defects), the customer shall have no right of cancellation. If the customer withdraws from the contract due to a defect after subsequent fulfilment has failed, he shall not be entitled to any additional claim for damages due to the defect.

15.2 The Purchaser must notify the Supplier in writing of obvious defects within 7 calendar days at the latest - calculated from receipt of the goods - and of defects that are not recognisable within the same 7-day period after the defect was discovered. Otherwise, the assertion of a warranty claim is excluded. Timely despatch shall suffice to meet the deadline. The customer shall bear the burden of proof for all claim prerequisites - in particular for the defect itself, the time of discovery of the defect and the timeliness of the notice of defect.

15.3 The warranty period is one year - calculated from the date of delivery of the goods.

15.4 In the event of slightly negligent breaches of duty, our liability shall be limited to the foreseeable, contract-typical, direct average damage according to the type of goods. This also applies to slightly negligent breaches of duty by our legal representatives or vicarious agents. Otherwise, we shall not be liable for slightly negligent breaches of insignificant contractual obligations.

16. Other

16.1 The assignment of a claim of the Customer shall not be recognised by the Supplier.

16.2 The Customer shall only have a right of set-off if its counterclaims have been legally established or recognised by the Supplier. The Purchaser may only exercise a right of retention if its counterclaim is based on the same contractual relationship.

16.3 Should a provision - for whatever reason - be or become invalid, unenforceable or incomplete, it shall be replaced by a provision that comes as close as possible to what was intended, but is effective, enforceable and/or complete. This shall not affect the validity of the remainder of the contract.

16.4 If insolvency proceedings are applied for against the assets of one of the contracting parties, the other contracting party shall be entitled to withdraw from the unfulfilled part of the contract.

17 Place of fulfilment, place of jurisdiction

17.1 Deliveries may be made ex works Krefeld, free carrier Krefeld. The place of performance for all deliveries and services arising from the contract - including those arising from cheques or bills of exchange - shall be Düsseldorf.

17.2 The place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship shall be Düsseldorf. The Supplier shall also be entitled to bring an action before the court responsible for the Purchaser.

18 Choice of law

18.1 German law shall apply to all legal relationships arising for the parties and their legal successors from this contract and from any ancillary transactions. The application of the legal norms of the German conflict of laws, insofar as they refer to a foreign legal system, as well as the Hague Uniform Laws on the International Sale of Goods, the UN Convention on Contracts for the International Sale of Goods or other conventions on the law governing the sale of goods is excluded.

18.2 The language of the contract shall be German. If documents are provided in another language, these shall only be deemed to be a translation. If there are translation differences between the German and the foreign text, the German text shall in any case prevail as the original text.

19. Data protection

19.1 The Customer agrees that the Supplier may process and use the Customer's personal data received within the scope of or in connection with our business relationship to the extent permitted by data protection legislation. Further information can be found in our data protection declarations.

20. Minimum wage

20.1 We confirm that our company pays its employees at least the statutory minimum wage in accordance with the German Minimum Wage Act (MiLoG).