



General Terms and Conditions of Sale and Delivery (GTC)

orgavision Export dated 29.09.2025

Precoplat GmbH – Printed circuit boards made in Germany

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

At our approximately 25,000 m² company premises, more than 70 employees use highly technical and automated processes to produce over 100,000 m² of printed circuit boards per year. We supply a wide range of industries internationally and can respond quickly and flexibly to customer requests.

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1. General

1.1. These terms and conditions ("General Terms and Conditions of Sale and Delivery"/GTC) apply to all business transactions between the customer or other clients (hereinafter collectively referred to as "customer") 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 customer refers to its own terms and conditions when placing the order or in any other way. Any provisions to the contrary shall not apply. Anything else 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, provided that the Purchaser does not object to the inclusion of the GTC within 48 hours of receipt of the delivery or service. If the Purchaser objects, it must immediately return the delivery or service received to the Supplier. If the purchased delivery or service is not returned (received by the supplier) within 48 hours (for whatever reason the return does not take place) after the customer has objected to the inclusion of the General Terms and Conditions, the customer shall forfeit a contractual penalty to 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 6 p.m. 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 long weekend, the first working day shall be the next working day after the next.

2.2. For orders with complete production data that are made available after 6 p.m., the next working day after that 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 result in delivery delays 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 are only 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 the dimensions, weights, performance and other information given in the offer are only approximate. Anything else only applies 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 shall not be held responsible.

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 customer – at the latest within 7 working days of 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 General Terms and Conditions (sentence 3) applies accordingly.

4.2. The supplier reserves the right to carry out a credit check on the customer – 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 replacement.

4.3. Verbal statements (especially those made by our sales representatives or travelling salesmen) shall only become effective upon written confirmation by the Supplier.

4.4. If the customer withdraws from a placed 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 lost profits. The customer reserves the right to prove that the damage was less.

4.5. Call-off orders must be called off by the customer within 6 months at the latest, starting from the date of the order confirmation. If the order is not called off with the necessary details within a reasonable grace period set by the supplier, we shall be entitled, at our discretion, either to deliver without call-off at the price valid on the day of delivery, or to claim damages in lieu of performance, or to withdraw from the outstanding part of the contract.

5. Copyright

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 supplier shall guarantee that no third-party property rights are infringed. If third parties prohibit the supplier from manufacturing and delivering such items on the basis of existing property rights, we shall be entitled – without being obliged to examine the legal situation – to cease all further activity to the extent concerned and to claim damages from the customer. Upon delivery of such drawings, documents and the like, the customer shall indemnify the supplier against all third-party claims in this connection upon first request.

6. Work equipment

6.1. If data is sent by data transmission, e-mail or data carrier, the customer shall be liable for data errors caused by a faulty connection. The customer shall ensure that only checked and virus-free data is sent or transferred via data carriers. Work equipment provided by the customer, such as data carriers, final artwork and/or original films, therefore does not require checking or approval by the supplier. In the event of necessary reworking, the customer agrees, after prior notification, to the supplier carrying out and invoicing this work.

6.2. Tools, data carriers, films, lithographs, devices, printing equipment, drilling and milling programmes, etc. shall only be charged on a cost-sharing basis 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. The supplier may sell them.

We reserve the right to reproduce designs created by us.

6.3. Proofs, quality and functional samples for approval purposes 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 proofs, drawings and samples by the customer or third parties commissioned by the customer releases 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 ambiguous or incomplete information. This shall only apply if the supplier acts with intent or gross negligence.

This applies, for example, but is not limited to:

- a) Page correctness

In order to be able to recognise the page correctness (mirrored or non-mirrored view) of the circuit diagrams, legible lettering must be included in the circuit diagram of an outer layer. For multilayers, the sequence of the layer structure must be specified.

- b) Confusion

All data transferred must contain descriptive and unambiguous information text so that it can be correctly assigned.

- 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 considered to be defects in the documentation.

- d) Technical Delivery Conditions and design rules

Another defect is deemed to exist if the documents submitted by the customer (in disregard of the supplier's design rules check) do not comply with or correspond to the "Technical Delivery Conditions and Design Rules for Printed Circuit Boards" provided by the supplier.

7. Quality specifications

7.1. We shall only consider quality specifications to have been provided if they have been expressly highlighted in writing by the supplier as "Special Contractual Conditions" and marked as such. We shall only be bound by agreements made with a representative or vicarious agent if these have been expressly communicated to us by the customer and confirmed by the supplier.

7.2. Public statements, promotions or other advertising information do not constitute contractual specifications of the quality of the goods.

7.3. Only our product description shall be deemed to have been 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 any 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 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 from the order quantity shall be made in the amount of the actual delivery quantity. If call-offs exceed the order quantity, we shall be entitled to request a new contract or to charge the quantity exceeding the scope of the contract 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 guidance for the purchaser, unless we have confirmed a delivery date/delivery period in writing with the note "fixed".

A "fixed" date is subject to correct and timely delivery to us. The supplier does not assume any obligation to ensure timely transport.

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

9.3. The delivery period shall be deemed to have been met if the delivery item has left the factory or readiness for dispatch has been notified by the end of the delivery period. Our delivery obligation shall be suspended and extended by at least the period of time by which the customer is in arrears with the subsequent performance of counter-services, and in some circumstances by a multiple of this period if, due to the resulting alternative machine utilisation, it is not possible to immediately remedy the interruption for which the customer is responsible. The delivery period shall also be extended appropriately in the event of unforeseen obstacles (in particular in cases of force majeure) and in cases beyond our control (e.g. operational disruptions, faulty or rejected production, strikes and lockouts, either in our own company or at suppliers, etc.), insofar as such circumstances can be proven to have a significant influence on the completion or delivery of the goods or services. The customer cannot derive any claims

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from these circumstances. We are also not responsible for the aforementioned circumstances if they arise during an already existing delay. In important cases, we will 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. Our compliance with the delivery period is subject to the timely and proper fulfilment of the customer's contractual obligations, in particular their payment obligations.

9.6. In the event of unforeseen events, insofar as they significantly change the economic significance or content of the service or also significantly affect our operations or those of our suppliers, and in the event of subsequent actual impossibility of performance, we shall be entitled to withdraw from the contract to the extent that we are unable to fulfil it. If we exercise our right of withdrawal, we shall notify the customer immediately after becoming aware of the significance of the event, even if an extension of the delivery period had initially been agreed with the customer. Claims for damages by the customer or other legal consequences due to such withdrawal are excluded.

9.7. If, in the case of orders – including successive delivery contracts – the customer is granted a special price based on the total contract quantity, but the agreed contract 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. Price

10.1. Unless otherwise agreed, prices are ex works or ex our business premises and warehouses, in special cases from an external shipping point within the Federal Republic of Germany, but excluding packaging and other costs. Value added tax at the statutory rate shall be added to the prices quoted by us. For deliveries and services provided more than 4 months after conclusion of the contract, the supplier reserves the right to charge additionally for any wage, material and/or energy price increases that have occurred in the meantime, with an appropriate overhead surcharge. This applies in particular to successive delivery contracts.

11. Payment

11.1. Unless otherwise agreed, payment shall be made free of charge to our paying agent.

11.2. Agreed payment terms shall apply from the date of invoice issuance. Agreed discounts may only be claimed if all payment obligations from previous invoices have been fulfilled in full. Invoice amounts under EUR 200.00 are payable immediately in full without any deductions.

11.3. As long as the supplier's due claims have not been settled, we are not obliged to make any further deliveries under any current contract.

11.4. All claims of the supplier arising from the business relationship – i.e. the entire obligation of the purchaser to the supplier (e.g. claims arising from semi-finished products provided to the purchaser at the start of production, from finished goods stored in our custody in trust in his name, and from goods already delivered but not yet paid for) shall – regardless of the term of any bills of exchange or cheques that may have been accepted – immediately due and payable as soon as a reason for this arises (e.g. default of payment, poor credit information, enforcement measures, downgrading of creditworthiness by the credit insurance company, etc.).

The same applies if there are justified doubts about the solvency or creditworthiness of the customer or if the customer pledges outstanding debts or goods to which our retention of title extends to third parties or transfers them as security. Under the same conditions, we may demand advance payments or security deposits for all current transactions. In addition, if the supplier still has an order backlog from the customer that has not yet been processed, the supplier is entitled to withdraw from these supply contracts and/or claim damages in lieu of performance.

12. Transfer of risk

12.1. The supplier shall notify the customer of the completion of a confirmed production batch. Upon receipt of this notification of completion, the risk in relation to the delivery goods shall pass to the customer. The customer is obliged to collect the delivery goods from the supplier in accordance with the notification of completion.

12.2. We shall be entitled, but not obliged, to conclude transport contracts on behalf of the customer and to choose 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 in perfect condition "free domicile" shall be credited at 2/3 of the invoiced amount. Otherwise, we reserve the right to refuse to take back packaging material.

14. Retention of title

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

14.2. The goods subject to retention of title may only be sold in the ordinary course of business. The purchaser's purchase price claims against its customers arising from the sale of the goods subject to retention of title are assigned to us in the amount of our purchase price claims. The purchaser is not entitled to dispose of the goods subject to retention of title in any other way.

14.3. The customer is authorised to collect the purchase price claims from its customers until such authorisation is revoked at any time. If the goods delivered under retention of title are processed or treated, mixed or combined with other goods, or if the customer has other rights to these goods, the supplier shall become co-owner in proportion to the value of the goods subject to retention of title to the other items. If an item in the purchaser's possession that is 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 the item being left in the purchaser's possession on loan.

14.4. In the event of default in payment – including with regard to a partial amount due – the purchaser's right of possession shall expire, as shall the authorisation to collect the claims from its customers. At our request, the customer 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 return of the goods delivered under retention of title from the customer, whereby this demand for return shall only serve to secure the claim and shall not constitute a withdrawal from the contract.

14.5. The risk of accidental loss of the goods subject to retention of title shall be borne by the customer, who undertakes to treat the delivered goods with care and to insure them adequately for the duration of the retention of title. Claims against the insurance company are hereby assigned to the supplier until the purchase price and any incidental costs incurred have been paid in full.

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

14.7. We undertake to release the securities to which we are entitled at the request of the customer insofar as the value of the claims to be secured, insofar as these have not yet been settled, exceeds 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 performance fails, the customer may demand a reduction in payment or rescission of the contract. In the event of only a minor breach of contract (e.g. minor defects), the customer shall not be entitled to withdraw from the contract. If the customer withdraws from the contract due to a defect after subsequent performance has failed, he shall not be entitled to any additional claims for damages due to the defect.

15.2. The customer must notify the supplier in writing of obvious defects within 7 calendar days of receipt of the goods at the latest, and of non-obvious defects within the same 7-day period after the defect has been discovered. Otherwise, the assertion of a warranty claim is excluded. Timely dispatch shall suffice to meet the deadline. The customer shall bear the burden of proof for all claim requirements – in particular for the defect itself, the time of discovery of the defect and the timeliness of the notification of defects.

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

15.4. In the event of negligent breaches of duty, our liability shall be limited to the direct damage that is foreseeable, typical for the contract and specific to the type of goods. This shall also apply in the event of slightly negligent breaches of duty by our legal representatives or vicarious agents. In such cases, liability is limited to *five times* the net value of the goods affected by the defect or damage. This limitation does not apply in cases of intent, personal injury or mandatory statutory liability.

16. Miscellaneous

16.1. The supplier does not recognise the assignment of a claim by the customer.

16.2. The customer shall only be entitled to offset claims if his counterclaims have been legally established or recognised by the supplier. The customer may only exercise a right of retention if his counterclaim is based on the same contractual relationship.

16.3. Should any provision be or become invalid, unenforceable or incomplete for any reason whatsoever, it shall be replaced by a provision that comes as close as possible to the original intention but is valid, enforceable and/or complete. The validity of the rest of the contract shall remain unaffected.

16.4. If insolvency proceedings are initiated 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 performance, place of jurisdiction

17.1. Deliveries shall be made either ex works Krefeld or 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 – is Düsseldorf.

17.2. The place of jurisdiction for all disputes arising directly or indirectly from the contractual relationship is Düsseldorf. The supplier is also entitled to bring an action before the court having jurisdiction over the customer.

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 German conflict of laws, insofar as they refer to a foreign legal system, as well as the Hague Uniform Sales Law, the Uniform UN Sales Law or other conventions on the law of the sale of goods is excluded.

18.2. The contract language is German. If documents are submitted in another language, these shall only be considered translations. If there are differences between the German and foreign texts, the German text shall always be considered the original text.

19. Data protection

19.1. The customer agrees that the supplier may process and use the customer's personal data obtained 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 MiLoG.