

## Terms and Conditions

pcbwhiz limited ("pcbwhiz" or "we" or "our"), offer a service to manufacture electronic prototypes after your specification and your online changes/update at our software ("the Service"). These are the General Terms of Use ("the Terms") which are applicable to any offers, agreements and subsequent orders that you ("you" or "the User") agree to with pcbwhiz.

Please read these Terms carefully before accessing or using our website and Service. By accessing or using any part of the site, you agree to be bound by these Terms. These General Terms and Conditions of Purchase apply without restriction to all business transactions between us and you. Verbal agreements and deviations from these terms and conditions are only valid after written confirmation by us. Your general terms and conditions to the contrary are hereby expressly rejected. These terms and conditions shall also apply to all future transactions with the User.

Should you have any questions, feel free to contact us via email at [office@pcbwhiz.com](mailto:office@pcbwhiz.com), via LinkedIn or Facebook. pcbwhiz is registered with the business licence number 74458637-000 at Level 7, K11 ATELIER Victoria Dockside, 18 Salisbury Road, Tsim Sha Tsui, Kowloon, Hong Kong.

We reserve the right to modify the terms, and you agree that only the most current version of the terms will apply to any agreement between the user and pcbwhiz ("Parties").

### Clause 1: General Terms

pcbwhiz offers this website, including all information, tools and Services available from this site to you, the user, conditioned upon your acceptance of all Terms, therefore the Terms are applicable to any agreement between you and pcbwhiz.

Upon request, we will send you a physical copy of the Terms. You can always download the most recent version of the Terms on our website.

Orders submitted online through our Service are considered as a request from you to the supplier to deliver an item. pcbwhiz has the right to accept or refuse this request.

pcbwhiz has the right to refuse the order for whatever reason, such as credit history from you, non-availability of the item, lack of Service for the item in the territory of the user or any other reason.

pcbwhiz has the right to limit or deny access to his Services at any time. Any partial or full limitation of access or any failure of a part or all of the functionality of our Service will not render pcbwhiz liable to pay any compensation.

pcbwhiz will provide timely information to you about any anomaly on his orders via e-mail to the email address provided by you and registered on our Service. Order

progress and delivery information will be available through our Service or by e-mail. It is the responsibility of you read the e-mails and to consult the information on our Service.

If any provision of these Terms is or is held to be invalid or unenforceable, then so far as it is invalid or unenforceable it has no effect and is deemed not to be included in these Terms. This shall not invalidate any of the remaining provisions of these Terms. The Parties undertake to immediately bring all reasonable endeavours to replace the invalid or unenforceable provision by a valid legal or economic provision, the effect of which is as close as possible to the intended effect of the invalid or unenforceable provision.

## **Clause 2: Quotations / Customs and Import taxes**

Our quotations are non-binding, unless otherwise agreed upon. And our quotation is only valid for the time of the request (and not for any future requests). An order or purchase order shall only be legally binding legally binding if it has been confirmed by us in writing and signed by our company.

Delivery shall be made by courier service (or other means to the Customer's location or other delivery address specified by the Customer) and delivery shall be made at the Customer's expense. These costs will be charged for each delivery. Packaging charges will be kept to a minimum and have to be replaced by the User. The customer is responsible for ensuring that the delivery address provided by the customer on the web form is correct and complete. Additional transportation costs incurred due to incorrect address information will be charged to the customer.

Tariff: Please note that you may be subject to customs duties.

The amount of duties may depend on where your order was shipped from, the type of products purchased, their value, and the weight of the package. Different countries may have different tax policies for certain items. It is best to check with your local customs office or point of sale. You are responsible for remitting VAT and tariff on all purchases you make from our Service.

Please note: customs fees and taxes are to be covered by the User.

Additional costs or delays may occur during international trade.

## **Clause 3: The Registration**

To use the service, you need an account with pcbwhiz (you need a valid e-mail address, a user name and a password). You must also provide pcbwhiz with your valid company name and company number if you are an entrepreneur, or your name if you are a consumer. In addition, your billing address, your delivery address and your account information are required.

We protect your personal data. Please read our privacy policy for more details.

You are responsible for protecting your account details and preventing misuse by others (e.g. you are responsible if someone else places an order in your name). Use a strong password and do not share your login details with anyone else.

We reserve the right to suspend an account. This will be done if we detect fraudulent behavior or a breach of these terms and conditions or if we are required to do so by law.

#### **Clause 4: The Service**

The Service clearly indicates which components are included in the offer (the "Items"). You agree to this offer with your order when you click "Order with cost" on the order summary page. We will then send you an order confirmation by email. The order will be produced on-demand according to your specifications.

In order to send you the order, we will pass on your address details to our logistics service provider (e.g. UPS, DHL,...). pcbwhiz assumes that you have filled in the shipping address correctly. We will inform you by e-mail when we have completed and shipped your order.

#### **Clause 5: Fees & Prices**

The fees and prices listed on pcbwhiz exclude the respective value added tax (VAT) or sales tax, unless otherwise stated.

The listed prices do include shipping and transport but do not include insurance or any other costs, including insurance and costs for suitable and safe packaging in accordance with proper and legally required documentation, customs, and forwarding expenses.

A penalty charge of €75 will apply for any modification of data after order confirmation. A penalty charge of €175 will apply for any errors in the material BOM provided by the customer.

pcbwhiz reserve the right to adjust our prices and fees.

#### **Clause 6: Payment**

Payment is always due in advance, unless otherwise specified, by a payment method offered through our website.

pcbwhiz reserves the right to suspend the delivery of the Services until the overdue amounts are paid in full.

#### **Clause 7: Cancellation / Returns / Refunds**

You are ordering customized items, and when you click "order with cost" on the order summary page all materials (PCB, parts, stencils,...) will be ordered immediately automatically.

Each item is produced according to the user's design Gerber file, if it is because we do not produce according to the user's design Gerber file or remarks, or the production quality does not meet the IPC standards or the user's requirements for advance remarks, we accept returns or refunds, and you have the right to apply for a return within 8 days after the receipt of the item.

Once we have received and reviewed your return, we will send you an email confirmation of receipt. We will also notify you of the approval or rejection of your refund. If approved, your refund will be processed and a credit will be automatically applied to your credit card or original payment method within a specified number of days.

### **Clause 8: Defect or non-conformity**

#### **A. General**

If, after delivery, the Items (other than printed circuit boards, see paragraph II below) are defective or do not have the characteristics that you should have expected ("non-Conformity"), you must notify pcbwhiz immediately (in written by email), in any case within 3 working days.

pcbwhiz shall, in the event of a Defect or non-Conformity, at its sole discretion, endeavour to:

- a) supply any missing Items (if any);
- b) repair the items (if possible and reasonable);
- c) replace items; or
- d) refund (part of) the cost.

In the event of any defect, non-conformity or other breach of contract, pcbwhiz's liability shall be limited according to the total amount of the affected order.

If pcbwhiz is not able to produce your item (Service) in fact of design failure in your Gerber files, pcbwhiz will include the affected parts (without assembly) with the delivery, without you being able to derive any claim whatsoever from this.

pcbwhiz shall not be liable for the non-conformity or defects of any item customized to your specifications or clearly customized to your personal needs if the defect or non-conformity is due to your design or preferred customization.

#### **B. Printed circuit boards (PCB)**

Due to the way PCBs are manufactured, including several chemical and mechanical processes, pcbwhiz guarantees that (in accordance with standard industry practice) 2/3 of an order of PCBs are functional.

pcbwhiz performs electrical tests to verify that the PCBs are functional. pcbwhiz will notify you promptly if any PCBs you order fail this test.

In the event of any defect, non-conformity or other breach of contract, pcbwhiz's liability shall be limited to the total amount of the affected order.

pcbwhiz shall not be liable for the non-conformity or defects of any item customized to your specifications or clearly customized to your personal needs if the defect or non-conformity is due to your design or preferred customization.

## **Clause 9: Prohibited uses**

In addition to any other prohibitions set forth in the Terms, you are prohibited from using the site or its content:

- a) for any unlawful purpose;
- b) to solicit others to perform or participate in any unlawful activity;
- c) to violate any international regulation, rule, law or local ordinance;
- d) to infringe our intellectual property rights or the intellectual property rights of others;
- e) to harass, abuse, insult, injure, defame, slander, disparage, intimidate or discriminate on the basis of gender, sexual orientation, religion, ethnicity, race, age, national origin or disability;
- f) transmit false or misleading information;
- g) upload or transmit viruses or any other type of malicious code that in any way interferes or may interfere with the functionality or operation of the Service or any related website, other websites or the Internet;
- h) collecting or tracking the personal information of others;
- i) for spamming, phishing, pharming, spidering, crawling or scraping;
- j) for obscene or immoral purposes; or
- k) to compromise or circumvent the security features of the Service or any related website, other websites or the internet. We reserve the right to terminate your use of the Service or any related website if you violate any of the prohibited uses.

## **Clause 10: Liability**

We do not warrant, represent or guarantee that the use of our Service will be uninterrupted, timely, secure or error-free.

We do not warrant and do not guarantee that the results that may be obtained from the use of the Service will be accurate or reliable.

You agree that we may from time to time remove the Service indefinitely or discontinue the Service at any time without notice.

You expressly agree that your use of or inability to use the Service is at your own risk. The Service and all items and Services made available to you through the Service are provided (except as expressly stated by us) "as is" and "as available" for your use, without any representations, warranties or conditions of any kind, either express or implied, including any implied warranties or conditions of merchantability, merchantable quality, fitness for a particular purpose, durability, title and non-infringement.

In no case shall we, our directors, officers, employees, affiliates, agents, contractors, interns, suppliers, service providers or licensors be liable for any injury, loss, claim, or any direct, indirect, incidental, punitive, special, or consequential damages of any kind, including, without limitation lost profits, lost revenue, lost savings, loss of data, replacement costs, or any similar damages, whether based in contract, tort (including

negligence), strict liability or otherwise, arising from your use of any of the Service or any items procured using the Service, or for any other claim related in any way to your use of the Service or any item, including, but not limited to, any errors or omissions in any content, or any loss or damage of any kind incurred as a result of the use of the Service or any content (or item) posted, transmitted, or otherwise made available via the Service, even if advised of their possibility. Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, our liability shall be limited to the maximum extent permitted by law.

In any case, however, our liability is as far as legally permissible, limited to the value of your related order.

### **Clause 11: Non-exclusivity**

The contractual relationship is non-exclusive. Each party is free to contract with other third parties subject to its obligations under these Terms. You agree that nothing (including using our site, or pcbwhiz reviewing your files and/or quote) will preclude us from manufacturing other parts or working with other companies, whether or not those companies or parts are substantially similar to, or competitive with, your files, parts or order and/or the Services that we provide to you.

### **Clause 12: Intellectual property**

pcbwhiz respects your intellectual property rights.

When using pcbwhiz's Service, you may provide pcbwhiz with material that is protected by intellectual property rights, such as designs ("Intellectual Property").

The Intellectual Property you provide to pcbwhiz may only be used by pcbwhiz for the purpose of providing the Service.

pcbwhiz may involve third parties in the provision of the Service (e.g. a manufacturer). pcbwhiz will ensure that any third party involved in the provision of the Service is bound by this clause.

You declare that the delivered goods do not infringe the rights of third parties, in particular patent infringements, trade mark infringements or industrial or intellectual property rights and that you will indemnify and hold us harmless in the event of any disputes relating to the goods ordered or delivered.

### **Clause 13: Complaints**

pcbwhiz would like to know if you have any complaints about the performance of these Terms. Please send us email us at [office@pcbwhiz.com](mailto:office@pcbwhiz.com) with a detailed description of the complaint and we will try to respond to your complaint as soon as possible, usually within five business days. If your request takes longer, we will send you an acknowledgement of receipt within five business days and provide you with an approximate date by which we expect to have resolved the complaint. If we are unable to resolve the complaint amicably, it will not be considered disputed under these Terms, nor will it fall under the Dispute Provisions.

#### **Clause 14: Indemnification**

You agree to indemnify, defend and hold us and our parent, subsidiaries, affiliates, partners, officers, directors, agents, contractors, licensors, service providers, subcontractors, suppliers, interns and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third-party due to or arising out of your breach of these Terms of Use or the documents they contain, or your violation of any law or the rights of a third-party.

#### **Clause 15: Severability**

In the event that any provision of these Terms is determined to be illegal, invalid or unenforceable, such provision shall nevertheless be enforceable to the maximum extent permitted by applicable law, and the unenforceable portion shall be deemed severed from these Terms; such determination shall not affect the validity and enforceability of any remaining provisions.

#### **Clause 16: Governing law and jurisdiction**

The Terms, any offer and any agreement concluded between you and pcbwhiz are governed by Hong Kong law. The applicability of the Vienna Sales Convention 1980 is excluded. We both agree to submit to the non-exclusive jurisdiction of the court in Hong Kong, which means that you may bring a claim to enforce your consumer protection rights in connection with these Terms in Hong Kong.

#### **Clause 17: Regulation of dispute**

We prefer to solve your requests in direct contact with you. If you would like to bring a matter to our attention, please contact us at email [office@pcbwhiz.com](mailto:office@pcbwhiz.com).

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