

TERMS AND CONDITIONS OF SALES AND DELIVERY

For products and services from NCAB Group Finland OY

Valid from September 2025

1. General

- 1.1. NCAB Group reserves the right to amend these Terms and Conditions of Sales and Delivery (the “Terms and Conditions”) at any time. Customers and users are responsible for checking the Terms and Conditions regularly and to have the latest valid version available. Orders shall be subject to the Terms and Conditions applicable at the time of placing the order. The Terms and Conditions are published on NCAB’s web site.
- 1.2. Exceptions to these Terms and Conditions shall only be effective if confirmed by NCAB in writing.
- 1.3. Should any individual term or individual terms of these Terms and Conditions be invalid or unenforceable due to provisions of national law, this shall not affect, in any respect, the validity or enforceability of other terms and conditions of the Terms and Conditions.

2. Technical Documents and Technical Information

- 2.1. All drawings and other technical documents regarding the products or their manufacture submitted by one party to the other party, prior or subsequent to the sale of the products, shall remain the property of the submitting party.
- 2.2. Drawings, technical documents or other technical information received by one party shall not, without the consent of the other party, be used for any other purpose than for which they were submitted. They may not without the consent of the other party be copied, reproduced, transmitted or otherwise communicated to a third party. NCAB are however without consent from other party entitled to submit documents to, by NCAB selected, production partner.

3. Validity of quotations

- 3.1. Quotations are valid for 30 days unless otherwise agreed in writing.

4. Acceptance of orders

- 4.1. An order placed by a customer shall become binding on customer when placed by customer to NCAB. Such an order shall become binding on NCAB only after NCAB:s written confirmation of the order or upon delivery of the ordered products by NCAB to the customer.

5. Delivery etc

- 5.1. Terms of delivery are agreed in writing between NCAB and the customer. Where a trade term has been agreed, it shall be construed in accordance with the INCOTERMS in force at the time of formation of the contract. If no trade term is agreed, the delivery shall be Ex Works (EXW).
- 5.2. If NCAB finds that NCAB will not be able to deliver products in accordance with the agreed delivery time or if delay on NCAB’s part seems likely, NCAB shall without undue delay notify the customer thereof in writing, stating the reason for the delay and if possible the time when delivery can be expected.
- 5.3. If delivery is delayed due to force majeure (section 13) or due to any actions or circumstances attributable to the customer, the time of delivery shall be extended by a period which is reasonable with regard to the circumstances. In no event shall NCAB be liable for delay or failure to deliver due to force majeure or circumstances attributable to the customer.
- 5.4. In the event of a delay, the customer may by written notice to NCAB set a final delivery date, which may not be less than ten (10) working days from the date of the notice. If delivery is not made on or before the final delivery date, and this is not due to circumstances set out in section 5.3, the customer has the right to terminate the contract.
- 5.5. The customer shall in no event be entitled to indirect, consequential or special damages arising or resulting from the delay.

6. Clarification to IPC Standard

- 6.1. NCAB follows IPC standard, except from the verification part in IPC standards IPC 6012, IPC 6013, IPC 6016 where the following applies for “Structural Integrity Verification (Microsection)” part in Table 4-3.
 - 6.1.1. IPC class 1 and class 2: Verification shall be done by verifying two panels per production lot, one (1) microsection from each panel.
 - 6.1.2. For IPC class 3, NCAB have adopted 3 internal levels:
 - NCAB level 1: Verification according to Table 4-3 and Table 4-2 in IPC 6012, IPC 6013 or IPC 6016.
 - NCAB level 2: Verification according to Table 4-3 in IPC 6012, IPC 6013 or IPC 6016, number of panels to be verified shall be according to “AQL (4.0) for class 3” in Table 4-2 “Sampling Plan”, except for lot size < 26 panels. For lot size < 26 panels, verification shall be done by verifying two panels per production lot, two (2) microsections from each panel.
 - NCAB level 3: Verification shall be done by verifying two panels per production lot, one (1) microsection from each panel.

7. Prices and rate of exchange adjustment

- 7.1. The price of the product is in accordance with the price notified in NCAB’s written and valid offer to the customer.
- 7.2. The applied currency to the sale of the products is the currency notified in the written and valid offer or otherwise notified by NCAB in writing.
- 7.3. Prices not quoted in USD are connected to an exchange rate specified in the written offer. If the exchange rate changes after conclusion of the contract, NCAB reserves the right to alter the price accordingly or change the price in accordance with the written offer from NCAB.

8. Terms of payment

- 8.1. Terms of payment are net 30 days, unless otherwise agreed in writing. NCAB shall be entitled to interest from the due date with an interest rate of two (2) % per month. An administration charge will be added for payment remark invoice.
- 8.2. The products shall remain the property of NCAB until paid in full.

9. Product Quality and Liabilities for Defects

- 9.1. The product shall be free of defects in material and workmanship at the date of delivery from NCAB to the customer.
- 9.2. The customer shall upon delivery inspect the delivered products. Complaints and remarks must be received by NCAB in written form, within fourteen (14) days from the day the defect became known or should have become known to the customer. If a complaint is not made within the aforesaid time, the right to make a complaint is lost.
- 9.3. Complaints cannot be handled without receiving pictures of the defect or receiving the defect products in return with a clearly marked problem.
- 9.4. NCAB’s liability is limited in all respects to defects which appear within a period of 6 (six) months from the date of the delivery of the products to the customer. For products with Hot Air Solder Leveling (HASL), Lead Free HASL and Electroless Nickel Immersion Gold (ENIG) surface treatment, NCAB liability is extended to 12 months. An absolute requirement for the liability under this section is that the customer has in all respects handled and stored the products in accordance with due care.
- 9.5. Complaints due to errors or lack of information in production files/documentation or design defects in the construction cannot be accepted.
- 9.6. Return of products must be accepted by NCAB in writing. Products returned to NCAB must be packed as received.
- 9.7. NCAB reserves the right to make destructive analysis of assembled boards returned to us for investigation.

10. Compensation

- 10.1. If a complaint is valid and NCAB accepts responsibility for the complaint, NCAB reserves the right to, in reasonable time, provide the customer with new products of the same type, revision and in the same quantity as the defect products, or if possible, repair the defect products. NCAB's liability in case of defects is limited to the repair or replacement of the defective products.
- 10.2. Compensation for assembled components, re-programming machines or other cost for rework or repair are not accepted for more than an amount twice the contract value of the defect board price, unless otherwise agreed in writing. NCAB reserves the right to investigate complaints in its own quality laboratories and will not accept costs for external investigations, unless otherwise agreed in writing.
- 10.3. All transport in connection with repair or replacement of defect products shall be at NCAB's risk and expense. The customer shall follow NCAB's instructions regarding how the transport shall be carried out.

11. Export Control and Sanction Compliance

- 11.1. Both NCAB and the customer represent and warrant that all activities and business conducted pursuant to the business relationship between the parties shall be conducted in full compliance with all applicable export control and sanction laws, regulations, orders, embargoes, and restrictive measures, including but not limited to those of the United States, the European Union, and any other relevant jurisdictions (hereinafter: Export Control Laws). To secure such compliance with Export Control Laws each party shall maintain a robust compliance program designed to ensure adherence to all applicable Export Control Laws. This program shall include regular risk assessments, training, audits, and updates to reflect changes in relevant laws and regulations. Upon request of NCAB, the customer shall provide NCAB with a related written program description, which shall be subject to any confidentiality agreed between the parties.
- 11.2. Without limiting the generality of Sect. 1.1 above, the customer shall
 - (i) inform NCAB as early as possible of any applicable export control codes and provide the necessary information for NCAB to classify the products and otherwise comply with Export Control Laws;
 - (ii) transfer any export controlled technical data to NCAB only by using a secure transfer solution, preferably NCAB's SecDef solution;
 - (iii) refrain from selling, exporting and re-exporting, directly or indirectly, to the Russian Federation and/or to Belarus or for use in the Russian Federation and/or Belarus the products supplied by NCAB and any goods into which the products are integrated, if and to the extent any such export and re-export is not permitted by applicable Export Control Laws (e.g. applicable EU regulations).
- 11.3. The customer warrants that neither it nor its owners, beneficial owners, or key personnel (such as board members and the CEO) are listed on any government-issued sanctions list. The customer shall immediately notify NCAB in writing (including by e-mail) if it or any of its owners, beneficial owners, or key personnel (such as board members and the CEO) become listed on such a sanctions list.
- 11.4. The customer shall undertake its best efforts to ensure that the purpose of Sect. 11.2. para. (iii) is not frustrated by any third parties further down the commercial chain, including by possible resellers of products and goods. The customer shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers that would frustrate the purpose of Sect. 11.2. para. (iii).
- 11.5. The customer shall immediately inform NCAB about any problems in applying Sect. 11.2 para (iii) or Sect. 11.4, including any relevant activities by third parties that could frustrate the purpose of Sect. 11.2 para (iii). The customer shall make available to NCAB information concerning compliance with the obligations under Sect. 11.2 para (iii) and Sect. 11.4 within two weeks of the simple request of such information.

- 11.6. The customer shall indemnify, defend, and hold harmless NCAB, its affiliates, its suppliers and their respective officers, directors, employees, agents, and representatives from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) arising out of or in connection with any violation by customer, its employees, agents, or owners of Export Control Laws. In addition, NCAB shall be entitled to cancel any contract existing between the parties by written notice without any liability of NCAB, if (i) the customer is found to be in breach of any of its obligations under this Sect. 11 or (ii) the customer, its owners, beneficial owners, or key personnel (such as board members and the CEO) are listed on any sanctions list. This shall not limit any other rights and remedies available to NCAB under governing law, including its right to claim damages.

12. Limitation of liability

- 12.1. NCAB shall not in any event be liable for any special, indirect, incidental or consequential damages, including but not limited to loss of sales or business, loss of profit, loss of use or goodwill, incurred by the customer or any direct or indirect customer of the customer.
- 12.2. NCAB's liability under each and all contracts is under all circumstances limited to EUR 15,000 cumulatively.

13. Force Majeure

- 13.1. Either party shall be entitled to suspend performance of its obligations under a contract to the extent that such performance is materially impeded or made unreasonably onerous by circumstances beyond the control of the parties such as (but not limited to) fire, war, industrial disputes, restrictions in the use of power and defects or delays in deliveries by sub-contractors caused by any such circumstance. A circumstance beyond the control of the parties, whether occurring prior to or after the formation of the contract, shall give a right to suspension only if its effect on the performance of the contract could not reasonably have been foreseen at the time of the formation of the contract.

14. Applicable law

- 14.1. Contracts concluded under these Terms and Conditions shall be governed by the laws of Finland.