



## **Delivery and Payment Terms of F&S BONDTEC Semiconductor GmbH**

### **Prices, Delivery Terms**

All prices are ex-works Braunau/Austria excluding packaging, shipping, insurance and taxes when applicable.

### **Specifications and Customer Requirements**

Before order placement the customers requirements will be reviewed and used to create the specification of the machine. F&S Bondtec will check and comment on the requirements and any items not commented will be accepted. If no customer requirements have been presented up to the time of order placement then F&S Bondtec internal machine specification is applicable.

### **Place of delivery**

Braunau/Austria. Risk of damage or loss of equipment are transferred to the customer immediately after handing over the equipment at our facility to the carrier.

### **Sample material/material for pre-acceptance**

With his order placement, the customer commits to supply F&S Bondtec with test material, production samples, drawings and bond diagrams of the units to be bonded. This is of particular importance if parts need to be manufactured for customer specific applications. For fully automatic machines additional material such as magazines or boats will be required. Approximately 30 days before the pre-acceptance date the quantities required and delivery dates will be established and agreed with the customer. The material supplied will be used for pre-acceptance in Braunau and final acceptance at the customers facility. Late delivery of sample material will affect the machine delivery date. F&S Bondtec commits to treat all material supplied as confidential.

### **Pre-Acceptance**

In our facility in Braunau/Austria. Travel and hotel costs are at customer's charge.

The customer commits to send qualified people authorised to accept the machine as per its specification. The machine will have been built and commissioned under production conditions prior to the agreed buy-off date. As the buy-off at F&S Bondtec plays a decisive role in the final acceptance at the customer's facility, any defects must be notified immediately for speedy repair. Buy-off will be confirmed by a protocol signed by both parties.

### **Delayed Shipments**

The customer may delay a scheduled shipment by up to 30 days at no additional charge provided that the request has been presented in a timely manner and agreed with F&S Bondtec beforehand. For delays longer than 30 days or which have not been agreed beforehand, F&S Bondtec can treat the postponement as a cancellation and charge the corresponding cancellation fees.

### **Transport/Insurance**

Transport and Insurance costs are not included in the machine price and will be charged separately.

### **Installation and Training**

Installation is considered complete once the same criteria as per the pre-acceptance have been fulfilled. Training is available on request either in F&S Bondtec premises or at the customer's facility following the installation.

### **Final Acceptance**

Final acceptance takes place immediately after the installation is completed and is confirmed by an acceptance protocol signed by the customer and an authorised F&S Bondtec service engineer. Changes made to the customer requirements will not effect the final acceptance.

### **Applications support**

Is available and will be charged at the current rates for service and support.

### **Payment Terms**

100 % within 14 days.

Interest of 10% per annum, at least 3% above the prime-rate of the Austrian Federal Bank will be charged on any overdue payments. Interest will be charged monthly and is payable on receipt. Should the pre-acceptance of a machine and its corresponding shipment be delayed at the customers express wish although the machine has been commissioned in time for the pre-acceptance, then F&S Bondtec may invoice and request payment for that part of the contract amount which would have been due after pre-acceptance.

**Transfer of title**

The goods remain our property until receipt of full invoice amount.

**Software**

With his order placement the buyer is purchasing ownership of the hardware medium (Floppy disk, EPROM, hard disk) and the right to use the software contained on these medium.

Software may not be given to third parties or made available to third parties in any way without first receiving written authority from F&S Bondtec.

**Warranty**

The warranty for the machines shall be 1 year after delivery, excluding wear and tear parts. The warranty covers working time and replacement parts, transport and travel costs.

**Cancellation**

Cancellation charges will be assessed in the following manner:

- a) Cancellation on or before 90 days of any scheduled ship date: charges will be 20 % of contract value.
- b) Cancellation within 60 to 89 days of any scheduled ship date: charges will be 30 % of contract value.
- c) Cancellation within 59 days of any scheduled ship date: charges will be 80 % of contract value.

Invoices for cancellation charges are due and payable upon receipt by BUYER.

Scheduled ship date is defined as the date of shipment acknowledged on the SELLERS's original written acknowledgement, provided such date is not prior to the requested ship date on BUYER's purchase order.

For items quoted as custom products, full value of the contract will be assessed as cancellation charge after acceptance of order by SELLER.

BUYER is liable for the cost of training classes attended when the cost of these classes was to be covered by the purchase of equipment in the cancelled order.

**Applicable Law / Seat of Jurisdiction**

This contract shall be governed by the laws of the Federal Republic of Austria under the jurisdiction of the court in Braunau/Austria.

**Export Procedures**

The quoted machine may be subject to export control procedures. The equipment and services offered are destined solely for use in the factories in the countries defined in the quotation. The delivery time quoted is subject to the timely granting of an export license, if required.

**Validity**

This quotation is valid for 60 days and only for deliveries to the country for which the quotation is made.

**Documentation**

Documentation in German or English. Translations into the national language must be effected from the customer.