

Warranty

Advanced Assembly warrants that its assembled PCBs will be without workmanship defects under normal use for a period of 100 days from date of shipment.

In the rare case that a defect does occur, and an RMA is created within the 100-day warranty period, Advanced Assembly will, at its discretion choose to repair or replace the assembled boards at no charge; or issue a credit equal to the original purchase price of the assembled boards plus the cost of any components that Advanced Assembly supplied and all of the labor associated with the assembled board.

Assembled boards not covered under this warranty are those with:

- Damage caused by any accident, abuse, or misuse including moisture or heat damage or any other external force.
- Damage caused during servicing or modifying the product by anyone who is not a representative of Advanced Assembly.
- Customer-supplied components and/or customer-supplied circuit boards.
- Design-related defects or faulty functionality due to the design.
- Products or parts that have been modified, reworked, or touched up in any way
- Cosmetic damage, including but not limited to scratches or dents, which do not otherwise affect the product's functionality or materially impair its use.



Terms & Conditions

1. **CONTROLLING TERMS.** Seller's acceptance of customer's order is subject to and made conditional upon these sales terms ("terms") and Customer's assent to these terms. Seller objects to any customer's terms in addition or different from these terms. In any event, customer's signature hereto or acceptance of seller's quote or goods constitutes customer's acceptance of these terms. Unless seller expressly agrees in a signed writing. These terms, including all documents specified by Seller as part of these terms, constitutes the entire agreement between seller and customer and supersedes all other agreements and understandings regarding the subject matter hereof. These terms shall not in any way be changed by any oral statements or provisions of any of customer's forms or documents.
2. **QUOTES.** Quotes are valid for 30 days. Orders are accepted by Seller only by Seller's shipping of goods or a signed acceptance, and then only upon these Terms.
3. **PRICE.** Prices for goods and services do not included taxes, duties, tariffs or other charges, including but not limited to shipping costs, sales or use taxes, imposed on or with respect to the sale or use of the goods, or arising by reason of the sale by the Seller. Customer shall pay promptly all such taxes, duties and other charges, and upon request shall give Seller a receipt showing such payments.
4. **SHIPPING.** Customer assumes risk of loss upon Seller's delivery of the goods at such location to a carrier or to Customer's agent. Customer will pay all freight and other charges related to transportation and storage of the goods including duties, tariffs and assessments. Delivery dates are estimates; Seller will use commercially reasonable efforts to meet requested delivery dates.
5. **RMA.** Goods may not be returned to Seller for warranty claims without Seller's prior authorization and then only in accordance with Seller's Return Material Authorization (RMA) procedures.
6. **REFUND.** Cancelled orders are subject to Customer paying all costs Seller incurred up to the time of cancellation plus charges for labor. Any partial work, or remaining parts, will be sent to customer after such payment. If the quoted specifications and actual design specifications conflict, Customer will pay the adjusted price (either up or down) necessitated by the final product design information.
7. **PAYMENT.** First order must be paid by Credit Card (VISA, MC or AMEX). To open an account, Customer must sign Seller's Credit Agreement, and meet credit approval criteria. When Advanced Assembly buys parts and bare boards for Customer, payment is due at the time of order unless sufficient credit is available for Customer. Late payments shall bear interest at the rate of 12% per annum until paid in full. Seller may decline to make any shipment or delivery or perform any services except upon receipt of payment, or upon terms of security satisfactory to Seller.
8. **FEDERAL CONTRACTS.** Contracts are subject to the provisions of (i) Executive Order 11246, (41 CFR 60-1.4); (ii) section 503 of the Rehabilitation Act of 1973, (41 CFR 60-741.5(a)); and (iii) section 4212 of the Vietnam Era Veterans Readjustment Act of 1974, (41 CFR 60-300.5(a)). This contractor and subcontractor shall abide by the requirements of 41 CFR 60-741.5(a) and 41 CFR 60-300.5(a). These regulations prohibit discrimination against qualified individuals on the basis of disability, and qualified protected veterans, and require affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities, and qualified protected veterans.
9. **INDEMNITY.** Customer warrants that the designs, specifications, and other materials provided by Customer do not violate or infringe upon any third party rights, including without limitation, any intellectual property, copyright, patent, trademark, proprietary, or non-disclosure, rights (collectively, "IP Rights"). Customer shall defend, indemnify and hold harmless Seller, its officers, directors, managers, employees, agents, subcontractors and affiliates from and against any and all liabilities, damages, losses, costs, and expenses, including attorney's fees and expenses, arising from a claim or action that any goods infringe any IP Rights., to the extent such alleged infringement arises from Seller's incorporation of designs, specifications or other materials provided by Customer.
10. **IP.** Each party owns and shall retain all right, title and interest in its name, domain names, logos, service marks, trade dress, software, proprietary technology and other IP Rights, including those developed by such party in the future.
11. **INSOLVENCY.** Customer represents by submitting an order that Customer is not insolvent, as that term is defined in the Colorado Uniform Commercial Code. In the event Customer becomes insolvent before delivery of goods, Customer will notify Seller in writing. A failure to so notify Seller shall be construed as a reaffirmation of Customer's solvency at the time of delivery.

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12. **ASSEMBLY PROCESS.** Components used by Seller are based on the Customer provided Bill of Materials (“BOM”). Assembly is based on the Customer-provided BOM and/or components provided in a consigned kit. Seller requires the following files for every order a) BOM list (in excel format), which must include reference designator’s, value, package/ decal, description and manufacturer part number; b) CAD-generated component location XYRS file – also called the parts position/rotation file or the machine pick-n-place file (each CAD system will generate this if requested; and c) Gerber files for Top/Bottom Copper, Silkscreen and Solder Paste (Seller does not need the soldermask file, but zip file may include it), and Gerbers must be in the RS274-X format. Lead-Free No Clean solder paste is used unless Customer specifies otherwise. Seller reserves the right to substitute parts based on value and package size for orders. Each invoice will specify a cost to cover packaging and handling, including electrostatic bagging and extra padding required for PCB assemblies. Regardless of how an order is placed, it cannot be accepted until it passes Seller’s CAM programming setup AND Customer’s account is in good standing. Seller does not store or otherwise promise to inventory any parts unless agreed upon in a signed writing.

13. **EXCUSABLE DELAY.** Seller’s maximum aggregate liability for damages to Customer shall not exceed the amount Seller actually receives for the goods furnished, or to be furnished, or services rendered, as the case may be, which is the subject of the claim or dispute. Seller shall not be responsible for any claims or damages resulting from delay in delivery or failure to perform which results from governmental regulations, strikes, lockouts, labor difficulties, civil unrest, war, shortage of materials, accident, fire, delays in manufacture or transportation, acts of God, or any other cause beyond Seller’s reasonable control.

14. **INSTALLMENTS.** Each installment of goods to be delivered is to be considered as a separate sale, and Customer shall be liable to pay the agreed upon price for such installment without regard to the failure to deliver subsequent installments; nor shall Seller’s failure, breach or default in the delivery of any installments give Customer the right to refuse to accept any other installment.

15. **LAW.** This document is made under and shall be interpreted and enforced in accordance with the laws of the State of Colorado without giving effect to those principles of conflict of laws which might otherwise require the application of the law of another jurisdiction. The United Nations Convention of Contracts for the International Sale of Goods does not apply. Any legal action shall be filed only in the state or Federal courts located in Colorado. In the event any legal action is filed with respect to a claim or controversy arising out of or relating to these Terms, the prevailing party therein shall be entitled to an award of expenses in the litigation and in collecting any judgment, including reasonable attorneys’ fees and expenses.

16. **EXPORTS.** Customer shall comply with all applicable federal and foreign export and import control laws and regulations, including the Export Administrations Regulations and the International Traffic in Arms Regulations, and complete all required undertakings (including obtaining any necessary export license or other governmental approval) for the goods shipped to Customer. Customer shall not, and shall not permit any third parties to, directly or indirectly, export, re-export or release any goods to any jurisdiction or country to which, or any party to whom, the export, re-export or release of any goods or information is prohibited by applicable federal or foreign law or regulation. Customer shall provide prior written notice of the need to comply with such laws and regulations to any person, firm or entity which it has reason to believe is obtaining any such goods of information from Seller of Customer with the intent to export.

17. **ASSIGNMENTS.** Customer shall not assign or delegate any of its rights or obligations under these Terms without Seller’s prior written consent. Any purported assignment or delegation in violation of this Section is null and void. These Terms are for the sole benefit of the parties and the person and entities to be indemnified hereunder, and their respective successors and permitted assigns, and nothing herein is intended to or shall confer upon any other person or entity any right, benefit, or remedy whatsoever under or by reason of these Terms.

18. **MISCELLANEOUS.** If any term herein is declared invalid or unenforceable, the validity of the remaining terms shall not be affected thereby. If any term or provision herein is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision or invalidate or render unenforceable such term of provision in any other jurisdiction. All rights of Seller herein are cumulative and not restrictive. No waiver by Seller of any of Customer’s defaults or failure to perform Customer’s obligations shall operate as a waiver of future defaults or failures to perform.