

## **Terms and Conditions for PCB Fabrication**

- I. Please make sure to read all contents of this document before approval. The applicant is deemed to have accepted all contents and confirmed this application form once approved.
- II. TSRI reserves the right to accept or deny this application form.
- III. The price quoted herein is the best available price and cannot be reduced further.
- IV. If the information provided by the applicant is not qualified, forged, altered or otherwise untrue, in addition to being liable for legal responsibilities and damage compensations, TSRI shall immediately stop all relevant services

### **V. Subject Matter**

The subject matter is the applied commissioned fabrication PCB. The specifications are explained in the “PCB Fabrication – Design Rule Manual”. The applicant agrees to have TSRI find a suitable foundry and conduct PCB Fabrication of the subject matter.

### **VI. Confirmation of Functional Specifications**

- i. After the design and verification of this case is completed, the applicant shall deliver the Gerber files to TSRI to carry out the commission of PCB Fabrication.
- ii. TSRI shall carry out the PCB Fabrication based on the applicant’s Gerber files. The applicant must complete DRC verification and confirm the results in advance. If there is DRC violation, TSRI is not responsible for remake nor any cost compensation (reimbursement) if the commissioned sample fails to be fabricated or does not comply with the electrical specifications of the original design.
- iii. The sample verification of the subject matter is based on the relevant acceptance reports provided by the foundry commissioned by TSRI; the applicant shall not make other special requests.

### **VII. Confirmation of Sample**

- i. The confirmation of the sample is based on the regulations of the above-mentioned confirmation of functional specifications; the applicant shall not propose additional sample confirmation standards on the electrical characteristics.

- ii. The applicant shall complete sample testing within 45 days of receiving the subject matter sample. If the sample does not match the specifications in the PCB Fabrication Application Form and the applicant is able to prove the failed sample is caused by defects in Fabrication, the applicant shall file an objection with TSRI on paper within 45 days of the testing deadline. If the applicant fails to file objection with TSRI within the deadline, it is deemed the applicant has confirmed.
- iii. TSRI shall transfer the objection to a neutral third party for assessment within 15 working days of receiving the objection raised by the applicant. If the objection raised by the applicant is assessed to be attributable to TSRI, TSRI shall request the foundry to remake the sample. The testing and confirmation of the new sample shall still adhere to the above-mentioned provisions VI, "Confirmation of Functional Specifications". Besides remaking of the sample in accordance with the provisions in this paragraph, the applicant may not request other compensations from TSRI.
- iv. If the new sample still does not comply with the specifications of the applicant, the applicant may request to terminate the PCB commission. However, the applicant may not request the return of fees already paid to TSRI and may not request damage compensations.

### **VIII. Payment and PCB Delivery**

The applicant shall handle payment related matters after signing the payment approval. If payments remain unpaid upon being reminded by TSRI, TSRI shall stop providing relevant services

In principle,

For academic applications: (applications with domestic academic organizations as the invoice header) the invoice can be downloaded from TSRI system next month after the PCB delivery. Please follow the rules of TSRI payment deadline.

For Industry and Research Community applications: payment needs to be cleared before pickup/receipt of the PCB.

### **IX. Progress of Sample Fabrication**

Please refer to the PCB schedule announced on TSRI's website; however, Fabrication progress is dependent on the actual case and not limited by this schedule.

If delivery cannot be made on time due to reasons not attributable to TSRI or force majeure, TSRI shall notify the applicant as soon as possible when the event occurs, and a separate delivery deadline shall be discussed by the two parties.

**X. Patent Right or Copyright**

The applicant guarantees that the materials relating to the commissioned design case do not violate the relevant provisions of the patent or copyright act, nor infringe on the intellectual property rights of others. The applicant shall be fully responsible for any infringement of the rights of others, and shall compensate TSRI for any damage caused.

**XI. Confidentiality Obligations**

The Gerber files provided by the applicant of this case is the confidential information of the applicant, and shall not be shared with any third party by TSRI and its commissioned foundry without written approval from the applicant. Further, the related information and documents shall not be diverted to other use irrelevant to the fulfillment of this case, or provided to any third party for use.

**XII. Force Majeure**

If the fulfillment of the case is not possible due to natural disaster, war or any other cause not attributable to a party, the party shall notify the other party at the time of the event occurrence, and assist the other party to minimize damage in accordance with the principle of honesty and credit.

**XIII. Termination of PCB Commission**

This case may be terminated by the following reasons:

- i. Both parties agree in writing.
- ii. Applicant terminates PCB commission in accordance with the provisions VII, "Confirmation of Sample".
- iii. If applicant is subject to bankruptcy, liquidation, reorganization, or has committed a crime punishable by imprisonment of three or more years, TSRI may terminate the application without notice.

- iv. If relevant information on the Gerber files provided by the applicant infringes the intellectual property rights of others, TSRI may terminate the application without notice.
- XIV. If the applicant violates the “PCB Fabrication terms and conditions” or other related regulations, TSRI shall not accept future PCB Fabrication applications from the applicant.
- XV. If there are matters not covered herein, both parties agree that the Hsinchu District Court of Taiwan shall be the court of first instance jurisdiction in accordance with the relevant laws of the Republic of China for disputes arising from this case.