

- \*\*For MSI Penang P.O. is to be issued to Flextronics Technologies (Malaysia) Sdn Bhd (Vendor code 1003103)
- \*\*For other MSI sites P.O. is to be issued to Multek Technologies Limited (Vendor code 0443235)

## Quotation

Company: -

Attention : RFQ#

Date :

Thank you for you inquiry, we are pleased to provide you quotation for our products as follow:

Thank you for you inquiry; the are produced to provide you quotation for our products as to from					
Part Number	Lead-Time	Qty	Currency	Unit Price Each	Remark
			-		
, ,					

NRE Charge	Min. Order	
Set-up Charge	Min. Order Qty	
E-Testing Charge	Shipment Term	
Tooling Charge	Payment Term	

Conditions				
Card Size	X	Material		
Array Size	x (up)	Thickness (mm/inch)	()	
# of Layers		Copper (ext/int)		
# of Holes		Finish		
Smallest Hole		Line & Space (ext)		
Impedance (Y/N)		Line & Space (int)		
Micro Via Size (Qty)	( )	Outline Profiling		
Blind / Buried Via	()/()	Internal Reference		

Remarks			

### Term and Conditions

Lead-time is quoted in business days (excludes weekends & holidays) and is subject to the availability of material and may change within 24 hours notice. Lead-time for non-standard materials, approximately three weeks and is subject to confirmation. Prices are valid for 30 days from date of quote. Purchase order & data files, as stated below, must be received no later than 10:00AM for that day to be applied.

All quote information is subject to change after receipt of Gerber data files, fabrication drawings & specifications. Prices are only applicable for new purchase orders unless specified. Acceptance of a purchase order is contingent upon satisfactory credit approval. Deliveries maybe subject to applicable local sales taxes, VAT.

This quote is provided in accordance with the Multek Warranty Policy Terms and Conditions.

### Policy for Cancellations

- 45 calendar days for the order
- 60 days for standard material
- 90 days for "special" material (i.e. 13 Teflon, Cyanate Ester, GTEK, etc..)

### **ADDITIONAL NOTES:**

- Minimum Order per Delivery : =
- Thanks & Best regards,

Direct Line : Direct Fax : Cell Phone : E-mail address :



# **Multek Warranty Terms and Conditions**

Multek's corporate policy is to provide its customers with high quality products meeting or exceeding agreed-upon customer specifications. The products supplied by Multek to which these Terms and Conditions shall apply are as follows ("Products"):

- -PCB (Printed Circuit Boards) rigid or rigid-flex
- -FPC (Flexible Printed Circuit Boards)
- -FPCA (Flexible Printed Circuit Boards Assembly)
- -LCD (Liquid Crystal Displays)
- -LCM (Liquid Crystal Modules)
- -TP (Touch Panels)
- 1) Express Limited Warranty. Multek warrants to customer ("Customer") that the Products will have been manufactured by Multek in accordance with mutually agreed-upon specifications and be free from defects in workmanship under normal use and service for a period of one year, subject to Section 2 below, from the date of manufacture using date-codes WWYY (week/year) or YYWW (year/week) or other significant/unique identifier on the Products, subject to the exceptions and limitations contained herein. In case of removal of the date code/unique identifier by the Customer, the Customer is responsible for maintaining traceability of Product, via the unique Multek identifier, from the time of receipt by Customer. Failure to do so will render this express limited warranty void on such Product. For purposes of these Terms and Conditions, a "Defective Product" or "Defect" shall mean a Product that does not meet this express limited warranty, subject to Section 2 with respect to surface finishes, and subject to the other exceptions and limitations herein, and which Defect is validated by Multek.

Specifications must be mutually agreed upon and signed by Customer and Multek, and may not be modified except by signed written agreement between Customer and Multek.

2) <u>Shelf Life and Moisture Control Warranty Term</u>. The term of Multek's warranty coverage for Defects in surface finishes shall be limited to the shelf life for the applicable finish. The shelf life for standard surface finishes is as follows:

Hot Air Solder Level (HASL)
Organic Surface Preservative (OSP)
One year
Electroless Ni Immersion Au (ENIG)
\*1) refer also to Multek ENIG warranty letter

Electroless Ni Electroless Pd Immersion Au (ENEPIG)

Electrolytic NiAu

Selective ENIG/OSP

Immersion Tin

Immersion Silver

Electrolytic NiAu or ENIG (Bonding Applications)

Exposed ITO or silver traces

One year

One year

Six months

Six months

Two months



In the event a surface finish other than those outlined above is used, the shelf life shall be equal to the manufacturer's specified shelf life.

Products to which this surface finish warranty applies are as follows:

- -PCB (Printed Circuit Boards) rigid or rigid-flex
- -FPC (Flexible Printed Circuit Boards)
- -TP (Touch Panels)

Warranty coverage shall not apply to Defects in surface finishes or Defects in prepregs or laminates when the shelf life for such finish has been exceeded or one of the following temperature, humidity or exposure time controls has not been met:

### 2.1 Receiving Inspection by Customer:

If original packages need to be opened for physical inspection, the inspection shall be conducted under the following conditions:

- Temperature controls are 21 degrees Celsius, +/- 3 degrees
- Humidity controls are max. 60 % RH
- Maximum exposure time is 24 hours

If Products are not used within the maximum exposure time of 24 hours, they must be properly resealed in the same manner as originally sealed.

### 2.2 Customer Warehouse Storage and Stock Room:

The original packages shall be stored under the following conditions:

- Temperature controls are 21 degrees Celsius, +/- 3 degrees
- Humidity controls are max. 60 % RH

### 2.3 Opening for Assembly by Customer:

When Products are taken out of original packages, reflow and soldering process shall be completed within 24 hours. The workshop ambient conditions shall be controlled at 25 degrees Celsius, +/- 5 degrees and/max. 60% RH and the assembly shall be completed within 72 hours.

- 2.4 For Products requiring surface mount (SMT) or other high temperature post processing, Customer must prebake in accordance with IPC\_JPCA-6202 Appendix 1 and IPC-A-610E 3.3.1. Noncompliance with these industry guidelines resulting in product damage will void the express limited warranty set forth in Section 1 and 2 above.
- 3) <u>Obligations.</u> Multek's obligations under its express limited warranty are limited to, in Multek's sole discretion, repair or replacement by Multek of Defective Product. If Multek, in its sole discretion, opts to issue a credit in lieu of repair or replacement, the amount of such credit for such Defective Product(s) shall be limited as set forth in Sections 4 and 5 below.
- 4) <u>Credit in Multek's Sole Discretion</u>. In the event that Multek, in its sole discretion, opts to issue a credit, Multek reserves the right to review the bill of material related to the Defective product prior to issuing a credit. The amount of credit shall be limited as follows: If the bill of material (BOM) is not provided by Customer, the maximum credit obligation is according to the table below. If the BOM is provided by Customer, Multek will pay a maximum credit according to the table below unless an alternate cost has been agreed in writing by both parties in advance.

The BOM information shall consist of the Item Description, Quantity, Unit Price, Manufacturer Name and Manufacturer Part Number.



5)

Product shipped by Multek	Product returned by Customer	If BOM is provided by Customer	If BOM is not provided by Customer
PCB (rigid)	PCB (rigid)	1 X PCBPrice	1 X PCB - Price
PCB (rigid)	PCBA Assembly	max. 10 X PCB - Price	max. 3 X PCB - Price
FPC (flexible)	FPC (flexible)	1 X FPC - Price	1 X FPC - Price
FPC (flexible)	FPCA Assembly	max. 3 X FPC - Price	1 X FPC - Price
FPCA Assembly	FPCA Assembly	1 X FPCA - Price	1 X FPCA - Price
Rigid-flex PCB	Rigid-flex PCB	1 X Rigid-flex PCB - Price	1 X Rigid-flex PCB - Price
Rigid-flex PCB	Rigid-flex PCBA Assembly	max. 3 X Rigid-flex PCB - Price	1 X Rigid-flex PCB - Price
LCD	LCD or LCM	1 X LCD - Price	1 X LCD - Price
LCM	LCM or LCM Assembly	1 X LCM - Price	1 X LCM - Price
TP (Touch Panel)	TP or TP Assembly	1 X TP - Price	1 X TP - Price

SECTIONS 3-5 ABOVE SET FORTH CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND MULTEK'S SOLE LIABILITY FOR MULTEK'S BREACH OF WARRANTY HEREUNDER. FOR THE AVOIDANCE OF DOUBT, IN NO EVENT WILL MULTEK BE LIABLE FOR ANY TESTING, SORTING, LINE DOWN OR ADMINISTRATIVE COSTS/FEES OR ANY PENALITES OR FEES WHICH CUSTOMER IS REQUIRED TO PAY TO A THIRD PARTY(IES). THE EXPRESS LIMITED WARRANTY HEREIN APPLIES ONLY TO PRODUCTS MANUFACTURED IN THE COURSE OF FULL-SCALE PRODUCTION THAT HAVE BEEN SUBJECT TO ALL APPLICABLE TESTING AND QUALITY STANDARDS.

6) Notice. In order to assist Multek in meeting its Customer service objectives, Customer shall advise Multek in writing within 30 calendar days of discovering Defective Product, except as otherwise set forth in paragraph 9 in which case, Customer shall notify Multek within 24 hours.

Within a reasonable amount of time after notice of Defective Product from Customer, Multek will either issue Customer a Return For Verification (RFV) number or a Return Material Authorization (RMA) number or advise Customer of an alternative remedial plan. A prior written authorization in the form of an RFV/RMA must be obtained from Multek before any items can be returned to Multek pursuant to a warranty claim. Once the RFV/RMA is issued, Customer has two (2) weeks to provide evidence of return/tracking information for the requested number of Products to Multek for failure verification or analysis. If the Product is not returned within two (2) weeks, Multek reserves the right to cancel the RFV/RMA request and Multek shall have no further liability hereunder for such Product(s).

If the defect is found to be unrelated to the delivered Product, or no Defect is found, or one of the exclusions herein applies, Multek shall invoice the Customer who shall pay the cost associated with the invalid return, including but not limited to freight, labor and material. Product that is not reported to Multek as defective in writing within 30 calendar days of Customer's discovery of such defect will not be covered under warranty.



- 7) Web Based Services. In an effort to expedite warranty service, Multek has developed and launched a web-based RFV/RMA process. In addition, Multek uses a web-based, closed-loop CARPM (Corrective Action/Rapid Problem Solving Methodology) to handle customer complaints. Multek's goal is to provide a comprehensive CARPM back to our valued Customer within 7 working days. Each CARPM is reviewed and approved by the Corporate Vice President of Quality Assurance.
- 8) <u>Disposal Option.</u> Multek may request that Customer destroy or scrap Product at Multek's cost rather than returning it to Multek under an RFV/RMA. Multek reserves the right to witness the destruction of Defective Product or request a statement from the Customer stating that the Defective Product has been scrapped.
- 9) <u>Defect Rate.</u> Multek and Customer shall agree on an acceptable Defect rate for each Product manufactured by Multek and such rate shall be documented in writing Defect rate will be measured in DPPM's, which shall be defined as the number of Defective Products divided by total shipment quantity multiplied by 1 million from the date the part number was first shipped. Only failures associated with a Multek Product itself shall be considered Defective. Issues such as incorrect labels, mixed packages, etc., shall not to be used for DPPM calculations and will not be subject to warranty coverage.
  - If the Defect rate at the Customer's site exceeds 3000 DPPM, the Customer must stop production and sale immediately and notify Multek in writing within 24 hours. Multek shall have no further liability hereunder with respect to Products produced after the Defect rate at the Customer's site exceeds 3000 DPPM.
- 10) Limitations. Notwithstanding anything else in this Agreement, this express limited warranty does not apply to, and Multek makes no representations or warranties whatsoever with respect to: (i) Product that is processed outside of industry standard conditions and/or material supplier specifications and/or Multek specifications or environmental controls; (ii) Product that has been subject to unapproved or improperly administered rework, repair, component upgrades or other modifications or excessive and/or localized thermal damnification or exposure which might compromise material integrity; or (iii) Product defects or damage related to post-delivery processes or assembly; or (iv) components or materials; (v) defects resulting from the specifications or the design of the Products; (vi) Product that has been abused, damaged, altered or misused by any person or entity after title passes to Customer; (vii) first articles, prototypes, preproduction units, test units or any other non-production units; (viii) defects resulting from tooling, designs or instructions produced or supplied by Customer; (ix) any defects arising as a result of Black Pad, related wetting issues or related interfacial fractures; (x) and defects that would not have occurred but for the Product's use or combination with other software or hardware; (xi) any other issues expressly excluded in these Terms and Conditions from warranty coverage. Customer shall be liable for costs or expenses incurred by Multek related to the foregoing exclusions to Multek's express limited warranty.
- 11) <u>DISCLAIMER</u>. THE EXPRESS LIMITED WARRANTY SET FORTH IN SECTION 1 IS IN LIEU OF ALL OTHER WARRANTIES. MULTEK MAKES NO REPRESENTATIONS AND NO OTHER WARRANTIES OR CONDITIONS ON THE PERFORMANCE OF ANY WORK, OR THE PRODUCTS, EXPRESS, IMPLIED, STATUTORY, OR IN ANY OTHER PROVISION OF THESE TERMS AND CONDITIONS OR COMMUNICATION WITH CUSTOMER, AND MULTEK SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. MULTEK NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON OR PARTY TO ASSUME FOR MULTEK ANY OTHER LIABILITY IN CONNECTION WITH THE SALES OF THE SAID ITEMS.
- 12) Warranty to Customer Only. Customer will provide its own warranties directly to any of its end users or other third parties. Customer will not pass through to end users or other third parties the warranties made by Multek herein. Furthermore, Customer will not make any representations to end users or other third parties on behalf of Multek, and Customer will expressly indicate that the end users and third parties must



look solely to Customer in connection with any problems, warranty claim or other matters concerning the Product.

- 13) **Severability**. If any provision hereof is deemed unenforceable or invalid by an arbitrator or court of competent jurisdiction, said provision shall be limited or eliminated to the minimum extent necessary such that these Terms and Conditions shall otherwise survive and remain in full force and effect.
- 14) <u>Terms and Conditions of Sale</u>. These Terms and Conditions are incorporated into and subject to Multek's Terms and Conditions of Sale.
- 15) <u>For MSI Penang</u> P.O. is to be issued to Flextronics Technologies (Malaysia) Sdn Bhd (Vendor code 1003103)
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