



**South Bay Circuits, Inc. (SBC) Terms & Conditions for Design & Layout Jobs. These Terms & Conditions are in addition to SBC's Standard Terms & Conditions of Sales.**

**Design & Layout Terms & Conditions**

The work to be done by SBC is only what is included, described, and detailed in the quote, SOW, and this document. Additional work can be quoted and added as mutually agreed, in writing only. Changes to existing Agreement, SOW, quote, and open Project must be completed in writing and agreed to by both parties. Acceptance of these Terms & Conditions, Agreement, SOW, and Quote is considered made/done by the customer emailing approval, or placement of PO, or with the receipt of the first payment. If a conflict exists between this document, the SOW, or quote, this document takes precedent.

SBC Standard Terms & Conditions also apply. FOB Chandler, AZ. Quotes provided by SBC are valid for 30 days from the date of the quote. Completed files will be sent via email unless detailed differently in the quote. Shipment of product will be made at customer expense unless otherwise detailed in the quote or SOW. Customer is to provide a shipping account number or make other arrangements for shipment costs. Payment terms are detailed in the quote and may require a partial or total pre-payment for the job.

If Agreement/Project is terminated by customer, or SBC with good causes, charges as a percentage of completion apply and are due on request, if not pre-paid. Credits due on pre-pays, if any, based on work already completed, will be refunded, if applicable, based on SBC's determination.

Customer is responsible for approval, verification, testing, and acceptance of Designs & Layouts including firmware/software (If included in SOW or quote.), unless specifically otherwise detailed in writing. SBC is to do testing off/on the box builds or development boards or PCB/PCBA build only if specifically noted in the SOW or quote. Otherwise, the customer is responsible for testing and verification of the design/layout and development board/PCB/PCBA or Box Build. Customer approval is to be granted/given prior to Box Builds and/or prototype or production builds. It will be assumed by SBC that approval has been granted/given to proceed if customer instructs SBC to proceed, communicates what has been provided for review is ok or acceptable, or gives approval.

If customer supplies an existing layout or design that is to be modified by SBC as detailed in the SOW and/or quote, SBC will do it's best to insure that the changes to update the layout or design/layout work, but it is the customer's responsibility to test and verify the build to determine this, unless SOW or quote specifically state that SBC will do the testing and verification Eng. work for this purpose. SBC is not responsible for designs/layouts supplied by the customer to work/function, only responsible for the additional work on the design/layout detailed in the SOW, Quote, or this document.



Design & Layout quotes/jobs do not include the mfg./build of a Box Build or development board or PCB's or PCBA's unless specifically detailed in the SOW or quote. If Box Build or and/or development boards and/or PCB's and/or PCBA's are included in the SOW or quote and once supplied if additional builds are required to meet the SOW, for any reason, SBC will do the Eng. labor for the Design & Layout at "no charge", as long as the SOW has remained the same. The customer is responsible for the cost of any and all additional or subsequent builds beyond the "one build" if/as called out in the quote and/or SOW.

Firmware/software is included only if detailed/included in the SOW and/or quote. If additional, beyond the original SOW, firmware/software is required the customer is responsible for this work or cost if done by SBC. This additional cost or any changes to firmware/software must be agreed to in writing by both parties. Customer is responsible to verify and evaluate/test the firmware/software unless specifically stated in the SOW and/or quote that SBC will do this Eng. work.

SBC will work to create/complete the design/layout/files with the goal of meeting the SOW in one build, but it is understood and agreed with the customer that this will not always be the case, and additional builds may be required at customer expense.

**SBC developed designs, layouts, schematics, and Final Deliverables are the exclusive property of the customer.**

SBC is not responsible for design workability if inadequate space is allowed for the Box Build or PCB/PCBA or specifications or requirements turn out not possible under normal Eng. conditions. It is understood that these cases may not be known until the project is underway or Eng. work is near completed or completed.

SBC will make its best efforts within the timeframe quoted/allotted for the design to achieve all specs. and requirements of the SOW. But it is understood and agreed that in some cases additional time is required for Eng. product development or layout projects.

Delivery, project turn time quoted/provided, does not include time taken by customer Eng. team as design and/or layout is developed and sent for customer review, inputs, and approval.

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