

Sale Conditions Test Applications

Introduction

The Test Application is mainly a software service, its development is every time specific and different. Therefore, the results, whatever they are, must be considered "work of intellect" to comply with the Law 22.04.41 n° 633 and further amendments.

To realize the Application a regular ongoing collaboration with the Purchaser is essential. The Purchaser expressly acknowledges the peculiarity of the service requested to SPEA.

The Test Application's sale is not, in any way, contract work for the service.

SPEA does not take upon itself any obligation of results.

The Purchaser shall be fully and entirely liable for all risks connected or consequent to services performed by SPEA, including but not limited to, risk of no results, faults, possible delay, missing manufacturing or possible reworking.

1. Service delivery date

The service delivery date has to be agreed for each supply, according to the Purchaser needs and SPEA availability.

As an indication, the delivery date for the Test Applications are:

. In-circuit Test Applications: 4-5 FW from receipt of order, documentation and materials required for the Application development.

. Functional Test Applications: 6-8 FW from receipt of order, documentation and materials required for the Application development.

Delivery terms are purely indicative, never binding for SPEA, and SPEA disclaims any liability and any claim for late delivery, for damage compensation or for any reason whatsoever, brought by the Purchaser or by any third party whoever.

Moreover, SPEA disclaims any liability and any claim for late delivery from the Purchaser, of the materials and documentation for the Application development.

2. Site of service performance

The service will be provided in SPEA Volpiano – Italy.

3. Shipment

The shipment of the test program, produced consequent to the service provided, will be via e-mail.

The shipment terms of the test adapter (fixture), on which SPEA service has been provided, will be Ex-Works Volpiano (TO), by agreed forwarder.

4. Packaging

Included.

5. Acceptance

Not included, if not specified in the quotation.

If included in the order, the acceptance will be performed by using a board defined as "golden board" and, unless different request, the pass result of the test program will be verified by using the "golden board".

Any test program modifications required after the acceptance, not included in the order, will be separately quoted.

In case the installation will be performed in a different site from the Purchaser's, the Recipient is authorized by the Purchaser to sign the "Acceptance report" and any other intervention report.

6. Installation

Not included, if not specified in the quotation.

If included in the order, the installation will be performed by verifying the correct functioning of the Test Application on the Purchaser system, by using the "golden board" provided by the Purchaser for the Test Application realization. Additional working days not already included in the present quotation, will be quoted separately.

7. Start-up

Not included if not specified in the quotation.

If included in the order, the start-up will be performed in the same day of the installation and includes the test of a batch of 10 boards. In case the batch of 10 boards will be not available, the test is considered valid by using the "golden board".

Additional working days not already included in the present quotation will be quoted separately.

8. Warranty

The test adapter (fixture) developed by the service, is warranted for 12 months from the delivery date.

The Warranty doesn't include the software programs, that will be accepted during the installation, if provided, or at the delivery.

What follows is expressly not included in the Warranty:

- The repair of faults occurred during the use in production, consequently the installation and acceptance phases.
- Setup of the test program necessary to tune the components tolerance changes.
- Fine tuning of the test program, consequently the start-up (if enclosed in the order).

- Setup of the test program necessary to start-up the Application in a system different from the system used for the Application acceptance.
- All costs related to travel, materials carriage and/or SPEA engineer board & lodging..

9. Golden board

The Purchaser has to keep and clearly identify the reference board used by SPEA to develop Application for the entire duration of the warranty period.

The golden board will be the only reference used by SPEA to perform the acceptance and Application start-up (in case of batch of 10 boards lack) and all the interventions under warranty.

We suggest, in any case, to keep and to store properly the golden board also after the warranty period.

10. No-liability clause for the Purchaser's material and documentation

The design and development of a Test Application, requires a set of documentation (such as electrical diagrams, layout, CAD data) and material (such as golden board and/or components) to be used for the Application debug. The Purchaser has to provide all the documentation and material to SPEA, within the proper date requested by SPEA itself, in order to develop the Application. At the end of the Application development, SPEA will return them back.

SPEA will keep in a safe and confidential way the documentation and material supplied by the Purchaser.

SPEA declines any direct and indirect responsibility and it is not liable for any material damage, Purchaser damage or third party damage, consequently to loss or theft of the material supplied by the Purchaser.

11. No-liability clause for the use of Purchaser's tester

SPEA declines all responsibility for any fault occurred on the system during the Application's fine tuning, when debug operations are executed on a system belonging to the Purchaser.

Any tester repair is not included in this quotation and will be performed by a SPEA engineer on a date arranged by SPEA and the Purchaser. This intervention will be quoted separately.

SPEA declines any direct and indirect responsibility for any damage consequently to interruption of tester's operating, tester's faults, and delays of tester's start-up for the fine tuning of the Application.

SPEA will not be charged for any missing profit and accruing damage, including but not limited to, tester stoppage, production losses, shortage of data and/or chance, indirect, accidental, special and consequential damages.

In any case, SPEA doesn't guarantee in any way testing procedures results executed by the Purchaser using its own testers.

Testing procedures are executed under the Purchaser's direction and at its own full risk. The Purchaser declares to be entirely responsible for all eventual faulty electronic components put on the market, releasing SPEA from any prejudicial consequence rising from SPEA.

The Purchaser can use the Application to make its testing processes faster and more efficient. If the Application is used to test components from with safety to people and thinks depends, SPEA recommends another complete test for each component, if necessary even with manual methods. SPEA doesn't take any responsibility in case that test is not executed.

The Purchaser expressly acknowledge and expressly recognizes that each single tester works with its own peculiar characteristics and tolerances. Therefore, SPEA doesn't guarantee that the Application developed and improved for a specific tester will be automatically functioning for other same testers.

12. Documentation and materials for the Application development

For the Application's development, the Purchaser will have to supply to SPEA the Cad files, complete and correct, with a compatible format with the relative driver of import. Any additional work for the incompleteness, incompatibility or Cad files errors, is not included in this quotation and will be quoted separately.

Specifically, for the development of the Application, the Purchaser will send, within the data agreed with SPEA, the following documentation and the materials:

<i>Documentation:</i>	<i>File:</i>	<i>Materials:</i>
. Electrical diagrams	. Punching coordinates	. No. 2 printed circuits
. Part list	. Part list	. No. 3 golden boards
. Layout	. Coordinate list	
	. Net list	

The Purchaser delay for the delivery of the materials mentioned above, will involve a new planning of the Application development and its delivery.

13. Test programs development

In case the Application development including partial or complete functional test programs, the specifications supplied by the Purchaser will have to be complete and detailed.

This quotation is formulated on the basis of the agreed technical specification that will be used to the Application development.

If during the Application realization, the test specification supplied by the Purchaser was different from the one previously supplied for the quotation, SPEA will formulate a new one on the basis of the different specifications. In this case SPEA will plan again the Application development and will agree with the Purchaser the new delivery date.

SPEA does not take any responsibility concerning the applicability of supplied test specifications or the non-conformity of the golden board, for which it will reserve to develop only the steps resulting functioning if compared with the specification. In case of necessity, a UUT designer will be at SPEA's disposal (by telephone or on SPEA site) during the fine tuning phase of the test program.

14. On Board Programming

The OBP Applications development does not include the cost of the piloting driver that will be separately quoted. The driver necessary for the Application has a characterized velocity in order to ensure the functioning with the specific realization. On specific Purchaser request, SPEA will value the feasibility of:

- fasten programming, by considering the compatibility with the Application
- execute the programming of different components in parallel.

The above mentioned improvements, will be separately quoted and will be only applied to the Application of this quotation. The Purchaser will supply all the necessary specifications of the eventual boards disabling or specific components that don't consent the on board programming.

SPEA declines any direct and indirect responsibility about the result of devices programming. The programmed data validity has to be checked by the Purchaser.

Any test developments regarding board disabling or specific test requested by the Purchaser, will be separately quoted.

For the Application OBP development, the Purchaser will have to send to SPEA, in the time compatible with the delivery date, the following materials:

- . N° 3 programmed boards or panels
- . N° 5 no-programmed board or panels
- . Specifications for the board disabling
- . Specifications for the OBP component programming
- . File with programming date

15. General Terms & Conditions of sales

As per document "SPEA – General Terms & Conditions of sales" available on the SPEA website www.spea.com

16. Limited Warranty Conditions

As per document "Limited Warranty Conditions" available on the SPEA website www.spea.com