

Terms and Conditions of OES (ongoing engineering support)

JonJu Tech's OES is exactly what is needed to take customers beyond prototyping and into the marketplace.

With the best will in the world, the most assiduous and professional planning efforts and sound engineering, the marketplace still has an uncanny way of throwing up unexpected requirements and performance characteristics.

This is where SE cuts in. Jonju's innovation provides customers with the confidence that engineering support will not be removed or overcharged just when it is needed most; SE gives our customers charge-free design time during this critical period. Jonju will, within reason and the conditions stated below, stick at it until a product that can be reliably manufactured and sold is realised.

It is outstanding value for money.

1. Definitions

- 1.1 The 'Client' is Jonju's direct customer; the entity that has an ongoing development contract/order with Jonju.
- 1.2 Jonju or JJ is Jonju Tech Ltd.
- 1.3 SE is the OES contract, i.e. this document.
- 1.4 The 'Works' are actions that Jonju carries out in respect of the Client's instructions.
- 1.5 The 'Period' is the term of OES support. It is valid for the number of months specified in the quotation and commences from the date on which the OES phase of the contract is paid. The SE can be renewed for a fee.
- 1.6 The 'Engineering Rate' is the daily charge Jonju makes for provision of design resources, which is subject to variation.
- 1.7 The 'RS' is the requirements specification that is generated at the inception of all development contracts.
- 1.8 The 'Product' is the design that the Client seeks to place on the market, or use as suits the Client's purpose.

2. Scope

SE activities cover post prototype and pre-production product support including CE marking, patent applications and product enhancement exercises.

3. Design and Product Support

- 3.1 Investigations into unexpected performance characteristics of products developed by Jonju with the resources available at Jonju headquarters; if the cause/s transpire to be due to something other than a Jonju product no extra charges will be due from the Client, although said investigations will be limited to issues that relate directly to Jonju products.
- 3.2 Such testing, as is within the scope of Jonju testing ability and the equipment available noting that third part test equipment hire is the responsibility of the Client, as may be necessary to support item 3.1.



- 3.3 Written reports on all investigations that shall include any necessary detail on modifications shall be submitted to the Client upon completion of any phase of Works.
- 3.4 Design Works and related activity as are necessary to enhance the Product such that it meets the requirements of the market/Client subject to the proviso that the modifications lie within the bounds of the Requirements Specification, i.e. re-design of schematic circuits, amendment and/or supplement of B.O.M.s (bills of materials), update of relevant technical notes, CAD PCB layout modifications (including enclosure modifications in the case that Jonju designed the enclosure) and generation of manufacturing CAD files (gerbers). In other words, everything that is needed to manufacture an amended product except the cost of the manufacture itself.
- 3.5 Such testing as is necessary to reasonably verify and validate clauses 3.1 to 3.4.

4. CE Marking and Product Approval against Standards

- 4.1 Advice and guidance on the construction of the technical file as is necessary for the CE marking of a product.
- 4.2 Review of any or all elements of a Client's technical file.
- 4.3 Advice on classifying a range of products such that they may be covered with a minimum number of technical files.
- 4.4 General advice on all aspects of CE marking.

5. Intellectual Property

- 5.1 Provision of functional descriptions that will aid in the writing of patents.
- 5.2 Conference calls with professionals such as patent attorneys to aid patent applications.
- 5.3 Technical appraisals of prior art. These appraisals will be purely technical, as would be expected from professional engineers. Any judgements relating to intellectual property must be covered by appropriate professionals, i.e. patent attorneys.
- 5.4 Advice on product performance in as far as it affects patent applications or for reasons of enhancements that might validate a patent application.

6. Exclusions

- 6.1 All fees for testing by third parties are the responsibility of the Client.
- 6.2 Jonju accepts no responsibility whatsoever for consequential losses that may or may result from the Works.
- 6.3 All costs for subsistence and travel will be extra to this contract.
- 6.4 All manufacturing costs are extra to this contract.
- 6.5 All third party testing costs are extra to this contract, e.g. EMC testing, hire of test equipment.
- 6.6 Jonju reserves the right to constrain or cease any investigation if it is either unfeasible or beyond what can be reasonably be expected from an SE of the value specified on the Client's order.
- 6.7 All Works are restricted to scope and clauses of the RS. Jonju may choose to voluntarily extend this but the decision to do so is entirely at Jonju's discretion.
- 6.8 All administration associated with CE marking is the responsibility of the Client. Only consulting and review services are offered.
- 6.9 CE marking is the responsibility of the organisation placing the product on the market; Jonju takes no responsibility for this in respect of products covered by this contract.
- 6.10 Clients are advised to engage a patent attorney if they have intellectual property associated with the product in question. Jonju provides information to ease the process of gaining a patent, but any information submitted by Jonju must be ratified by a patent attorney, and Jonju take no responsibility for advice that is not so ratified.



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6.11 No intellectual property searches are included in the Works. Responsibility for establishing the novelty of a device lies entirely with the Client.