

Terms and Conditions for ProTect Plans

1. ProTect Plans

- 1.1. These terms and conditions govern the Purchase of a Panasonic Connect **“ProTect Plan”** that provides Services and Support for Panasonic Connect Media Entertainment Hardware (**“Service”**). The terms and conditions, including Panasonic’s privacy policy, (**“Terms”**) can be amended from time to time in accordance with the Terms.
- 1.2. By using the Service, the customer accepts and agrees to observe the Terms.

2. Definitions

- 2.1. **“ProTect Plan”** is the name used for our optional 60-month Hardware Support Cover Plans.
- 2.2. **“Customer”** indicates the purchaser of the Service.
- 2.3. **“Panasonic”** indicates Panasonic Connect Europe GmbH, with its registered seat at Hagenauer Straße 43, 65203 Wiesbaden, Germany, and its affiliate companies.
- 2.4. **“Party”** and **“Parties”** indicates collectively Customer and Panasonic, together **“the Parties”** and each **“a Party.”**
- 2.5. **“Working Days”** means Monday to Friday excluding weekends and public holidays.
- 2.6. **“Working hours”** means hours within 9am until 5pm CET time on a Working Day.
- 2.7. **“Hardware”** indicates a Broadcast or ProAV, Projector or Professional Display product sold by Panasonic Connect Europe.
- 2.8. **“First Level Support”** indicates a support provided by our customer contact team.
- 2.9. **“Second Level Support”** indicates technical support provided by a technical specialist.
- 2.10. **“Service Portal”** indicates our Connect Customer Service Portal, an online portal where Customers can register their products, activate standard warranty along with optional services and request support and manage any open repair requests.

3. Purchase of the Service

- 3.1. The Service is only provided upon purchase (**“Purchase”**) in accordance with the Terms.
- 3.2. To obtain service under a ProTect Plan the Customer must purchase a Hardware specific ProTect Plan from Panasonic Connect or a reseller. The Service is optional and must be bought together with the applicable Hardware or within 30 days of the hardware purchase date.
- 3.3. To Obtain Service Cover the Customer must activate the ProTect Plan on the Connect Customer Service Portal using the Certificate provided following the purchase of a ProTect Plan from Panasonic Connect or a reseller.
- 3.4. Activation can be performed here: <https://service.eu.connect.panasonic.com>
- 3.5. Activation should be within 30 days from date of purchase of the ProTect Plan using the information provided on the unique certificate (the model number, Serial number of the supported hardware must be entered together with an Activation Code provided on the ProTect Plan Certificate).

4. Validity

- 4.1. The period of Service is 60 Months. The Service period commences from the invoice date to the first end user.
- 4.2. If the provided **“Start Date”** given by the customer is more than 12 month later than the covered Hardware invoice date from Panasonic Connect, Panasonic will request clarification on the reason for the delay in activation and may decide to amend the commencement date of the Service to closer match the age of the unit on activation or choose to terminate the Service.
- 4.3. The Service is only valid for the Hardware Model / Serial Number that was registered during activation (see point 3.05) and the Service is non-transferable unless agreed in writing by Panasonic.

5. Territory

- 5.1. The Service is available in the following areas: European Union, European Economic Area, Switzerland and the United Kingdom.

6. Provision of the Service

The Service shall include:

- 6.1. Access to software and firmware downloads via the web.
- 6.2. Proactive notifications for registered hardware relating to Quality Issues.
- 6.3. Parts, labour and logistics for hardware failure with a 5-day target turnaround time for workshop repairs (from collection, until return); this is in addition to any statutory warranty provision.
- 6.4. Access to a loan unit, at the discretion of Panasonic. We may for example offer a repair on-site or offer the loan of a similar model in the case of an extended repair time for issues covered under the Service.
- 6.5. Access to local Technical Specialists for complex issue resolution. At our discretion we will attend site for complex issues following our initial symptom validation. We reserve the right to charge for this support if the reason for the issue is found to be something resulting from other than Panasonic's Hardware, Design, Firmware or Software.
- 6.6. First Level Support via multilingual helpdesk via email or telephone covering English, Spanish, French, German, Polish, Italian, Swedish and Dutch languages
- 6.7. Second Level Support in English.
- 6.8. Provision of the Service on Working Days within the Working hours.
- 6.9. Access to Free of Charge Packing materials upon request (Excludes Flat Panel Display).
- 6.10. A free of charge Technical Status report for all repaired / serviced products.
- 6.11. A Premium account for our Customer Portal offering Asset management including warranty and Service Plan status with Case Status visibility for all registered members of the same Account.

7. Service Request Procedure

- 7.1. If the Customer is experiencing technical problems or is seeking advice related to hardware covered by a ProTect Plan, the Customer can use the dedicated "support request form" available via the Connect Customer Service Portal or they can contact Panasonic Customer Support Team by sending an email to: connect.service@eu.panasonic.com.
If the Customer prefers to contact Panasonic by phone, the local call number can be found via the portal: <https://service.eu.connect.panasonic.com>.
When contacting Panasonic, the Customer should provide their Model Number & Serial Number, both of which can be found on the Hardware Serial Number Plate as this allow us to better support any requests.

8. Service Fee

The Customer shall pay a one-off fee ("**Service Fee**") to access the Service. The Service Fee includes all costs for the provision of the ProTect Plan with the exclusion of issues detailed in below in point 10.

9. Customer responsibilities

The Customer is responsible for:

- a) Maintaining a recent backup of the configuration settings in order to be able to configure any replacement loan unit provided under these Terms. Panasonic is not responsible for carrying out a backup of any Customer Hardware. In the absence of a backup carried out by the Customer, after the provision of the Service the Customer will be responsible configuring the hardware for their installation / environment.
- b) Making any defective hardware available for collection by our courier, including ensuring that the defective product is adequately packed to prevent damage during transport. If you do not have suitable packaging, Panasonic can provide this upon request, but this may increase the overall repair time.

10. Exclusions from the Service

The following is not covered by the Service:

- a) Installation, configuration and on-site support;
- b) Support of Customer's network;
- c) Connecting leads, display monitor, switchers;
- c) Training;

- d) Hardware backup and any backup of the configuration settings;
- e) Any products or parts which have a limited natural life or which is considered to be a consumable, such as, but not limited to filters and batteries;
- f) Defects resulting from failure to use the product in accordance with the operating instructions or the technical and/or safety standards of the country where the product is used;
- g) Defects caused by accident, fire, neglect, misuse, wear and tear, improper use, improper installation, smoke contamination, introduction of liquid or other foreign matter into the product or occurring during transportation to or from the purchaser;
- h) Defects caused by the use of non-Panasonic parts or accessories or caused by adjustment, repair, modification or dismantling by a person not so authorised by Panasonic.
- i) Projector Light Source: Faults arising after 20,000 hours.

11. Liability

- 11.1. Insofar as nothing to the contrary arises from these Terms including the following provisions, Panasonic shall be liable in accordance with the statutory provisions in the event of a breach of contractual and non-contractual obligations.
- 11.2. Panasonic shall be liable for reasonable and direct damages within the scope of fault liability in the event of intent and gross negligence. In the event of simple negligence, Panasonic shall be liable, subject to statutory limitations of liability (e.g. care in own affairs; insignificant breach of duty), only for
 - a. damages resulting from injury to life, body or health,
 - b. damages arising from the breach of a material contractual obligation (obligation the fulfilment of which is a prerequisite for the proper performance of the contract and on the observance of which the contractual partner regularly relies and may rely); in this case, however, Panasonic liability shall be limited to compensation for the foreseeable, typically occurring damage.
- 11.3. The limitations of liability resulting from Section 11.2 shall also apply to third parties as well as in the event of breaches of duty by persons (also in their favour) whose fault Panasonic are responsible for according to statutory provisions. They do not apply insofar as a defect has been fraudulently concealed or a guarantee for the quality of the Service has been assumed and for claims of the buyer under the German Product Liability Act.
- 11.4. Taking into account the provisions mentioned above, Panasonic shall not be liable for loss or corruption of configuration settings and recorded media when providing the Service or for indirect or consequential damages.

12. Force Majeure

Panasonic shall not be held liable for failure or delay in the performance of any obligation under these Terms caused by any unforeseen circumstances outside its reasonable control, such serious events being in particular, force majeure, including, without limitation: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent and any guidance issued by a government or public authority which a prudent commercial party would implement; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party); and interruption or failure of utility service. or failure or delay on the part of Panasonic suppliers or sub-contractors, which Panasonic is not responsible for (e.g. Courier). Such an event shall release the Customer and Panasonic from performance obligations for the duration of the disruption and to the extent of its effect, even if Panasonic or the Customer should be in default. An automatic termination of the Service is not associated with this. The Customer and Panasonic are obliged to notify each other of such an impediment and to adjust the Customer's and Panasonic obligations to the changed circumstances in good faith.

13. Termination

- 13.1. This Service Plan and its registration can be withdrawn or amended within sixty (60) days of purchasing the Service Plan. Once a claim has been made under the Plan, it is no longer possible to cancel the Plan. On cancellation, you will receive a full refund. If you decide to cancel, please send a written notice to the authorised reseller who sold you the Plan.
- 13.2. If a Plan has been obtained under false claim, such a Plan is deemed void.

14. Data Protection and Data Privacy

All personal information provided by the Customer when activating the Service or when making a claim under these Terms will be maintained and used in accordance with the Panasonic privacy policy available at <https://eu.connect.panasonic.com/gb/en/panasonic-privacy-policy>.

15. Anti Bribery and Corruption

- 15.1. By providing and using the Service the Parties also declare that they are up to date with the payment of their tax obligations and social security obligations. The Parties confirm that they understand the importance of EU and/or national anti-bribery laws and that they will always act in accordance with them.
- 15.2. For the purposes of this Terms, "bribery" includes, but is not limited to, the promising or granting of or the requesting or receiving of benefits in money or money's worth to a person with the aim of influencing that person in order to obtain business improperly or gain an improper advantage.
- 15.3. The Parties agree to keep proper accounting records (approvals, invoices etc.) of payments and financial transactions.
- 15.4. The Parties confirm that they understood that any act of bribery (as defined above) or any breach of national or EU anti-bribery laws, as well as any serious breach of the above obligation to keep proper accounting records, will be considered as a serious breach of these Terms, entitling the other Party to terminate the business relationship with immediate effect and/or claim compensation and/or such other remedies as are available to it.

16. General

- 16.1. Panasonic may at any time subcontract or delegate in any manner any or all of its rights and obligations under these Terms to any third party or agent, including authorized service centres.
- 16.2. All intellectual property rights in or arising out of the Service, including in any software provided, shall remain the property of Panasonic.
- 16.3. Should any provision of these Terms be or become ineffective, this shall not affect the legal effectiveness of the remaining provisions hereof. Such ineffective provision shall be deemed replaced by an effective provision which comes as close as possible to the parties' economic intent.
- 16.4. These Terms and any dispute or claim arising out of or in connection with it or its formation shall be governed by and construed in accordance with laws of Federal Republic of Germany. The courts of Hamburg, Germany, shall have exclusive jurisdiction to settle any dispute or claims arising out of this Service Agreement or in connection with it or its formation.