

# General Conditions of Panasonic Connect Europe GmbH

1. Even if no reference is made to them in particular cases, only these following general conditions shall apply as a framework agreement to all, also future, distribution and/or sales related contracts and connected transactions with our company, including also connected transactions sales and/or service contracts. We are entitled to amend these conditions from time to time. The amendments will become effective on receipt by the buyer, provided that he does not object in writing within three workdays.

Conditions of the buyer diverging from our general conditions shall have no validity. Any other diverging terms and conditions must be agreed upon in writing.

2. All offers are made without engagement. Contracts shall become effective on our written confirmation or, unless advance payment was agreed, latest by acceptance of delivery by the buyer. Advertising statements or product claims published by third party are not constituting quality warrants and shall not cause any liability for us. Minor deviations from the offered specification are considered to be approved and as far as the deviation is not unreasonable for the buyer. In particular this shall apply to deviations in measurements and colours and to changes or improvements at the occasion of a model change or for the purpose of meeting the latest standards of technology and production.

3. Delivery periods are not binding unless they have been expressly agreed upon in writing. Partial delivery is admissible. Should unforeseen delivery obstacles occur which are beyond our control (e.g. breakdowns due to flood, fire, stoppage of production facilities or machines, strike, the failure to supply by our suppliers provided we had placed congruent orders; lack of material, energy, transport facilities etc., irrespective of whether these occur at our premises or at our suppliers; the impact of war or warlike actions or armed conflicts and/or uprisings as well as pandemic or epidemic effects including official measures), time for delivery shall be prolonged adequately for the duration and the extent of such obstacles along with their impact. In case of occurrence we shall inform the buyer without undue delay and we shall be entitled to cancel the contract in whole or in part; any remuneration already effected by the buyer shall be returned without undue delay. Our statutory rights, in particular in case of expiry of our delivery obligation, e.g. in case of final impossibility to deliver shall remain unaffected.

Prior to payment of due invoice amounts including interest on arrears and if the fixed credit limit has been exceeded, we shall not be obliged to fulfil further orders under any existing agreements.

If we fail to meet a delivery deadline, we will be in default only after having received a reminder from the buyer. The buyer has the right to rescind the contract as far as this is legally permitted, but only after granting an additional period of time of reasonable length. Section 10 applies in the case of claims for damages. More extensive claims are excluded.

4. We reserve the right to choose the way and means of transport and the carrier. Transport is carried out for the account and at the risk of the buyer, if not stipulated otherwise.

The agreed prices are calculated ex our warehouse plus V.A.T.; customary packaging, suitable for normal transportation, is included.

A transport risks policy will be taken out by us only in case of freight or haulage paid delivery.

The buyer shall bear all customs fees and duties payable in case of export from Germany and import into the country of destination. We undertake to assist the buyer in obtaining documents which are issued in the supplying country and which the buyer needs for exportation.

5. The invoiced amount is to be credited to our bank account or the account of the entity entitled to collection by 30 days after date of invoice without any deductions, provided that no other payment conditions have been agreed upon in writing.

Cheques shall only be taken on account of performance.

Payment to our employees shall be effective only if they have proved themselves to be authorised to collect payment.

Payment in cash is not accepted.

Default shall occur on the date payment becomes due without any further reminder. For default in payment and reserving all other rights, interest of 9% over the current basic interest rate shall become due.

Should the buyer be in default with the payment of an invoice or if the collection of our claim is at risk - for any reason whatsoever - all its debts to us shall become due immediately. This shall also apply to the balance of any current account kept for the buyer.

The buyer shall be entitled to withhold payment only if such right is based on the same contractual relationship. It may offset only against such counterclaims which have been acknowledged by us or which have become res judicata. Credit notes still outstanding shall not allow the buyer to withhold payment.

6. The goods delivered shall remain our property until full performance of all buyer's obligations arising from the delivery contract and the existing business relationship between the buyer and us (Retained Goods). Should the buyer be in breach of contract, in particular in case of delay in payment, we may rescind the contract according to the statutes and may claim the return of the goods to us.

Until revoked, the buyer shall have the right to resell the Retained Goods within the scope of regular business, but shall not have the right to pledge or assign them by way of security. The right to resale shall expire latest in case of default of payment. The buyer is assigning to us now the claims against his customers deriving from such resale with all ancillary rights.

The buyer shall be obliged to insure Retained Goods against loss, destruction and deterioration and to prove at request that such insurance coverage exists. The buyer assigns to us now all potential insurance claims or other claims for damages due to the loss or deterioration of any of the Retained Goods.

The buyer must inform us without undue delay of the attachment of or any other interference by third parties with the Retained Goods or with claims assigned to us, support us in the enforcement of our rights and, in particular, take the necessary remedies to protect our rights.

We undertake to release securities at our choice to the extent their value exceeds the claims to be secured by more than 20 %.

7. Goods delivered by us are taken back only with our prior written consent. The goods must be in impeccable conditions and must reach us free of all transport and transport insurance costs to us. New goods taken back are credited minus 10 % for handling and stock turnover costs. If the goods, when returned, are not originally packed, are no longer part of our current range or are damaged, we shall have the right to make further deductions from the credit entries. Buyer's claims for return of goods on grounds of warranty remain unaffected.

8. We are liable for material defects proven to exist at the time of the risk transfer for the goods. The liability for defects to a professional buyer is met by subsequent performance, by either repairing the defective product or delivering a new faultless one, at our choice. Section 2 clauses 4 et seq shall apply mutatis mutandis.

Claims due to material defects become time-barred after 12 months. This does not apply to damages according to Section 10 clause 1 or if the law provides other terms under Articles 438, subs. 1 No. 2, 444 and/or 445b, 445c in connection with 327u. 634a subs. 1 No. 2 BGB (German Civil Code). Subsequent performance does not lead to an extension of the limitation period.

Claims of the buyer due to material defects are precluded if the buyer does not ascertain the defect and give written notice of it immediately on receipt of the goods, provided that the defect is obvious. Written notice must be given of hidden defects without undue delay after their discovery.

Defects due to inappropriate or improper use or handling of the delivered goods, faulty installation or operation by the buyer or any third party or due to normal wear and tear do not constitute a liability for defects. Any changes and repairs carried out by the buyer or any third party shall preclude the liability for the consequences thereof.

If the goods are to be transported for the purpose of subsequent performance, we will transport the goods ourselves or have them transported by an agent unless another arrangement is made with the buyer. The transport costs of the buyer for transport which has not been agreed will not be refunded to the extent these costs exceed the provable amount we would have to have spent if we had picked up the goods ourselves. Subsequent performance does not include the removal of the defective goods or the installation of the replacement delivery, unless we were originally obliged to install them, and unless the last contract in the supply chain is a purchase by a consumer.

Section 10 applies in the case of claims for damages.

9. Recourse claims from supplier recourse according to Articles 327u, 445a, 478 German Civil Code remain unaffected. In the cases of Articles 327u, 478 BGB, the buyer must prove that the goods were sold to the last purchaser by way of purchase of consumer goods (Art. 474 BGB). Claims of recourse for expenses which would not have been necessary if our service departments and our network of authorised dealers had been called in on time and taken full advantage of are excluded.

10. We are fully liable for damages caused by us wilfully or by gross negligence, for damages to health or life, according to mandatory provisions of the Product Liability Law, and/or for breach of an explicitly granted guarantee of quality in terms of Article 444 BGB.

Notwithstanding any less stringent degree of liability provided by statutes our liability for negligent breach of fundamental contractual duties is limited to typical and foreseeable damages. Fundamental contractual duties are those obligations which are essential for a proper implementation of the contract and in whose observation the buyer regularly and justly may trust.

Further claims are excluded.

11. Packaging is generally disposed of at our choice using a nationwide system in terms of Article 3 (16) of the German Packaging Law (VerpackG) or by third parties commissioned by us. Packaging which we have to take back ourselves in accordance with the legal provisions, are to be delivered free our warehouse.

Delivered products which were not used in private households in terms of the German Electrical and Electronic Equipment Act (ElektroG), which are subject to the statutory provisions on waste electronic equipment and for which consequently a take-back obligation of the manufacturer exists we will take back at the end of use and will have them appropriately recycled according to the law if the buyer delivers them free our designated collection point. Should the buyer opt not to use this opportunity it has to dispose of them according to the law at its own expense. It shall indemnify us of the manufacturer's take-back obligation and all connected third-party claims.

12. Is the other party a merchant in terms of HGB – German Commercial Code, a public law legal entity or a Public Fund Asset Frankfurt, Germany is stipulated as the exclusive venue for all disputes out of or in connection with these General Conditions. We also have the right to file a suit at the domicile of the buyer or one of his branches. Place of performance is Wiesbaden.

These General Conditions and all contracts concluded with us are subject to German law.