

General Terms and Conditions of Purchase of Panasonic Connect Europe GmbH

1. Scope of application

These General Terms and Conditions of Purchase shall apply exclusively, even if they are not referred to in an individual case, to all – including future – deliveries and services supplied or provided for us pursuant to purchase agreements, unless other terms and conditions have been explicitly agreed in writing.

2. Orders

Orders must be placed in written form (paper or electronic "Textform" in terms of § 126b BGB). Verbal agreements shall only be legally valid for us if they have been confirmed by us observing written form (see above). Correspondence, of whatever nature, shall be conducted separately for each order and our order number shall be stated on it.

3. Order confirmation and delivery time

An order confirmation containing binding prices and delivery times shall be issued to us as soon as the order is received. If the goods or services are not delivered on time, the supplier shall be liable in accordance with statutory provisions. If the supplier can assume that it will not be able to deliver the goods or services on time, either in full or in part, he shall notify us immediately, stating the reasons for and anticipated duration of the delay.

4. Shipment

The supplier shall be liable for ensuring the goods are packaged properly. Loss of or damage to the ordered goods in transit as a result of inadequate packaging shall be borne by the supplier.

All deliveries shall be accompanied by a detailed packing slip or delivery note stating the precise content and our order form and item numbers. In the case of deliveries from outside vendors, a detailed advice note, which must contain the above details, must always be sent to us in duplicate on the date the goods are dispatched, regardless of issue of the invoice. Failure to comply with our purchasing and shipment regulations shall authorize us to refuse delivery of the goods at the supplier's cost and risk. All deliveries shall be made to the agreed address for shipments, at the supplier's cost and risk and free of all charges.

5. Disposal

The supplier shall take back the packaging from the address for shipments free of charge and have it recycled in accordance with statutory provisions, unless otherwise explicitly agreed in writing or text form.

The same shall apply to supplied goods which the manufacturer or distributor is obliged to take back under statutory provisions.

6. Terms of payment

Unless otherwise agreed, the invoice shall be settled without deduction within 30 days as of when the claim for payment is due and receipt of the invoice and the goods or performance of the service. Payment shall be made subject to verifying of the invoice.

7. Issue of invoices

The invoice shall be issued after complete performance of the order. The invoice shall be sent by e-mail in a single copy, stating a reference cost centre (RCC) provided by the ordering party, individually and in PDF format to AP.Invoice.PC.NTEU@eu.panasonic.com. If the invoice cannot be sent by e-mail, it must be sent by ordinary mail to the following address:

Ion Mountain Slovakia, s.r.o.
c/o Panasonic Business Support PE 5270
P.O.Box 186
820 15 Bratislava
Slovakia

The invoice address is – regardless of the address for shipment – as follows:
Panasonic Connect Europe GmbH
Hagenauer Strasse 43
65203 Wiesbaden, Germany

Each invoice must comply with statutory requirements, in particular the German Value-Added Tax Law (UStG). Combining multiple orders in one invoice shall not be permitted.

8. Liability for defects

The warranty period shall be 2 years. Obvious defects must be reported within three weeks of handover of the supplied objects. Apart from that, the warranty period shall be deemed observed if defects are reported within the warranty period. In the case of deliveries and services for buildings which have caused the latter's defectiveness, the period shall be 5 years as of acceptance.

Without prejudice to any rights to which we are entitled by law, we shall be authorized in the event of a defective delivery or service to demand from the supplier, at our choice,

- rectification of the defect,
- supply of a replacement
- reduction of the purchase price or other remuneration or
- rescission of the order.

All costs incurred by us as a result shall be borne by the supplier. This shall also apply to costs we incur because we resold faulty goods to a third parties and warranty claims have been made against us.

In case of epidemic failure (frequency of defects significantly above level that must be reasonably expected or was quoted) the ordering party may require replacement of all delivered units from the affected series, regardless of the defect having actually appeared in the individual unit. Furthermore the supplier shall compensate all costs and expenses incurred by the ordering party (in particular for incoming inspection, logistics etc.). Further claims of the ordering party shall remain unaffected.

9. Rescission

In addition to the statutory reasons for rescission, we reserve the right to rescind orders if the supplier's financial situation deteriorates significantly, in particular if it makes a temporary declaration or insolvency proceedings are instigated against it. If we exercise the right to rescind an order, the supplier is obliged to cease work on it immediately.

10. Change in design

The ordering party must be notified of changes to the nature or composition of the processed material or to the design compared with earlier identical/similar deliveries and services before the start of production. Such changes shall require written approval. The ordering party is not obliged to examine whether deliveries and services are identical/similar upon receipt.

11. Patent protection, samples, drawings, etc.

The supplier warrants that the goods we ordered can be used or resold without infringing third-party industrial property rights (patents, utility models, trademarks). If third-party proprietary rights are infringed, the supplier shall reimburse us in full for the resultant damage. If there is a dispute as to whether proprietary rights have been infringed, we shall have the right to demand from the supplier to furnish us with security to the full amount of the impending damage for the duration of the dispute.

If goods we order are made on the basis of our specifications, drawings or models, the following shall apply:

The goods which have been ordered by us and the special facilities, matrices etc. which can be used for production, may only be supplied to third parties with our explicit consent. This rule shall also apply if the supplier obtained the special facilities, matrices etc. at its own expense or if we reject acceptance of the ordered goods due to defect or if we do not wish to place further orders in spite of correct delivery.

Changes or improvement the supplier makes to the order-related production equipment and tools in connection with executing our order shall be offered to us for exclusive use, along with all proprietary rights to them being granted to us.

We shall retain the exclusive right to dispose of order-related production equipment and tools, in particular as regards their joint use, changes to them or destruction of them.

12. Secrecy

If we provide the supplier with information in written or verbal form which must otherwise be kept confidential, in particular product information, technical specifications or sales and marketing matters, the supplier shall treat it as business secrets. In particular, the supplier shall not disclose it to third parties. The supplier shall disclose it only to individual employees if and insofar as this is absolutely necessary for the cooperation between the parties to succeed and said employees also undertake to keep it confidential.

Models, samples, drawings or technical documents, of whatever type, shall remain our property and must be kept confidential. They shall be returned to us, along with any copies made of them, no later than together with the remainder of the delivery, without the supplier being requested to do so.

13. Set-off

The supplier shall neither be entitled to any right of retention nor to set-off with claims from other transactions with the ordering party.

The supplier may only set-off with claims that are undisputed or finally confirmed by jurisdiction.

14. Export control

The supplier is aware that the goods to be supplied may be subject in full or in part to export control laws or regulations. The supplier undertakes to comply with all applicable export control regulations (including U.S. regulations where applicable).

The supplier undertakes to identify all goods that are subject to export control regulations at the time the order is accepted and to provide all details of relevance to export control, including the goods' classification under export control law. These details must be stated on all delivery notes. They include the export control classification (including the U.S. EAR or ITAR classification) and any export permits or other export restrictions. If the relevant export control regulations change, the supplier shall inform Panasonic. The supplier shall be responsible for obtaining and procuring all the necessary official export permits, approvals, consents and releases in time and at its own expense so as to ensure that the goods can be delivered on time so that they can be used (further) in accordance with the order.

If export approvals are applied for, the supplier shall furthermore be obliged to provide a copy of said document showing all the relevant information relating to the delivery. In respect of other regulations, the supplier shall be liable for all damage, loss and liabilities incurred as a result of the supplier violating its obligations from the preceding paragraphs.

15. Anti-corruption clause/Conflict of interest

The parties are aware of the importance of combating corruption, shall comply with the pertinent German, European and other regulations and shall do all in their power to ensure that their employees do likewise. Corruption within the meaning of this provision comprises in particular demanding, promising, granting, offering, expecting to obtain and accepting money or benefits in money's worth in the public or private sector with the aim of effecting, tolerating or refraining from specific acts or gaining illegitimate advantages.

Granting personal benefits to employees of the Panasonic group are not permitted. The supplier will inform Panasonic Connect Europe GmbH immediately if it has or gets knowledge of any relationship by marriage or kinship between its employees and employees of the Panasonic group.

The parties shall document all business transactions in proper and complete bookkeeping. If a party culpably violates the obligations under this provision, the other party shall be authorized, without prejudice to other claims, to terminate the contractual relationship with immediate effect for an important reason.

16. Compliance with tax law, labour law, and social security law

The supplier shall comply with all tax and social security law provisions, statutory anti-discrimination rules, and minimum wage legislation applicable to its performance and shall indemnify Panasonic Connect Europe GmbH of all claims of tax offices, social security agencies and other third party based on its activities within the scope of this agreement.

17. Miscellaneous

Frankfurt, Germany, shall be agreed as the place of performance and place of jurisdiction, including for summary action based on a cheque or bill of exchange, for agreements with fully qualified merchants, with the proviso that we shall also be entitled to file legal action at the place of the supplier's headquarters or branch office. Otherwise, the place of jurisdiction shall be as defined by the law.

Agreements concluded with us shall be governed by German law. If a provision of these terms and conditions is or becomes invalid, in full or in part, this shall not affect the other provisions.

We shall be authorized to modify these terms and conditions from time to time. Such changes shall take effect upon being received by the supplier, unless the latter objects to them in writing immediately.