

# General Terms and Conditions of Purchase of Panasonic Industry Europe GmbH

## I. General / Scope

1. Our General Terms and Conditions of Purchase set out below apply exclusively – even if in an individual case they are not referred to – for the entire ongoing and future business relationship with us, unless the applicability of other provisions, in particular Terms and Conditions of purchase of the contractual partner, have been expressly confirmed by us in writing. We herewith expressly object to references or counter confirmations of the supplier referring to the supplier's conditions of purchase. Our General Terms and Conditions of Purchase also apply if we have knowledge of terms and conditions of the supplier contrary to or deviating from our General Terms and Conditions of Purchase and unconditionally accept deliveries of the supplier.

2. These General Terms and Conditions of Purchase exclusively apply vis-à-vis entrepreneurs, legal entities under public law or special funds under public law within the meaning of s. 310 (1) German Civil Code (BGB).

## II. Conclusion of contract / Change of production process

1. The supplier is obligated to accept (order confirmation) or reject our order within a period of one week.

2. If the order confirmation deviates from the order, we are only bound if we consent to the deviation in writing. Accepting deliveries or services and effecting payments do not constitute consent. Changes or amendments of the order are only effective if we confirm them in writing.

3. In the case of intended changes of the agreed production process of the supplier (e.g. change of pre-suppliers, changes of production methods, changes of materials used, change of location, etc.) we have to be informed in writing of this change and the respective circumstances without undue delay in order to enable us to effect quality assurance. Such changes require our prior written approval.

4. We reserve the property rights and copyrights to all pictures, calculations, drawings and other documentation provided in the context of the order. This also applies to written documents that are expressly marked "confidential". Their disclosure to third parties is subject to our prior express written approval. They must be used exclusively for manufacturing purposes on the basis of our order and be returned to us, without a request being necessary, after our order has been handled.

## III. Delivery time and delay in delivery

1. The delivery time set out in the order is binding. Deviations in the order confirmation are only relevant if we have expressly agreed to them.

2. The supplier is obliged to immediately notify us in writing if circumstances occur or he becomes aware of circumstances which indicate that the agreed delivery time cannot be met.

3. The supplier warrants strict adherence to the delivery date. If the delivery date is not met, the supplier is in default without the requirement of issuing a reminder or setting a deadline. If it becomes clear that a delivery is delayed, we are entitled to choose between postponing the delivery date, agreeing to partial deliveries or withdrawing from the contract.

4. In the case of a delay in delivery we are entitled to claim a lump-sum default damage in the amount of 1 % of the delivery value per full week of delay but not more than 10 % of the delivery value; further statutory claims (withdrawal or damages in lieu of performance) shall be reserved.

If we claim damages, the supplier has the right to prove to us that the breach of duty was beyond his control. Furthermore, the supplier is entitled to prove to us that no damage or a significantly lower damage incurred as a result of the delay.

## IV. Prices / Invoicing / Terms of payment / Offset and retention rights

1. The price indicated in the order is binding. For lack of any written agreement to the contrary, the price includes delivery "free buyer's address" or "free place of destination" and packaging. The return of packing must be specifically agreed. The price does not include statutory VAT.

2. Invoices of the supplier are only processed if they contain all details (such as order date, order numbers, price, volume and article number of the purchaser) in accordance with our order. As long as these details are missing the invoice is not payable. Duplicates of invoices shall be marked as copies. The supplier has to reimburse us for all damage incurred by us due to non-compliance with this obligation unless he can prove that he is not responsible for such non-compliance.

3. Unless agreed otherwise in writing we will effect payment within 60 days net (without deductions).

The payment deadline begins upon complete provision of delivery or service and receipt of the properly issued invoice; in the case of defects, the payment deadline only begins with full remediation of the defects as far as we have a retention right. An agreed early payment discount is also permitted if we set off a payment amount or retain payments in a reasonable amount due to defects. If instalments or partial payments are agreed, an agreed early payment discount is evaluated separately for each instalment and/or partial payment.

4. We are entitled to set-off and retention rights to the extent permitted by law.

## V. Terms of delivery / Shipping documents and delivery notes

1. Delivery shall be made free buyer's address or place of destination unless agreed otherwise in writing. The risk shall pass upon handover or acceptance of the delivery or service at the receiving location specified by us.

2. The supplier is obligated to state our exact order number on all shipping documents and delivery notes. If he fails to do so, we shall not be held responsible for the resulting delays in processing.

Unless agreed otherwise, the costs for shipping and customary packaging shall be borne by the supplier. If prices are stated ex works or ex stock of the supplier, delivery has to be made at the lowest possible cost as far as we have not demanded a specific way of transport. Additional costs due to non-compliance with shipping instructions shall be borne by the supplier. If prices are stated free recipient we are entitled to demand a specific way of transport within the agreed costs. Additional costs for expedited shipment in order to meet the delivery date shall be borne by the supplier.

## VI. Defective delivery

1. The supplier shall give a warranty for his deliveries and services for 36 months. The warranty period begins with the passing of risk (clause 5 a)).

2. We are obligated to check the goods within a reasonable period of time for any deviations in quality and quantity; the notification of defects shall be deemed made in due time if it is received by the supplier within a period of time of 5 business days as of the receipt of goods or in case of hidden defects as of discovery.

3. We are fully entitled to all statutory rights in the event of defects; we are in any case entitled to choose to have the supplier remedy the defect or to deliver new goods within a reasonable deadline to be set by us. We expressly reserve the right to claim damages, in particular damages in lieu of performance.

4. We are entitled to remedy defects ourselves at the supplier's expense if the supplier is in default of subsequent performance or claims to be unable to effect the remediation of defects, new delivery or performance within a reasonable deadline.

5. Rectification of defects may be carried out without setting a deadline and at the supplier's expense if delivery is made after the occurrence of an event of default, if we have an interest in immediate rectification in order to avoid our own default or due to another matter of urgency and due to such urgency to set a deadline for remediation of defects is not possible or cannot reasonably be expected. We will inform the supplier thereof in advance if possible.

## VII. Producer's liability

1. To the extent the supplier is responsible for a product defect, he is obliged to indemnify us, upon first demand, against third parties' claims for damages to the extent the reason for such damage is within his control and he is liable to third parties.

2. In the context of his own liability for events of damage within the meaning of s. 7 a), the supplier is also obligated to reimburse to us any expenses in accordance with s. 683, 670 German Civil Code (BGB) and in accordance with s. 830, 840, 426 BGB that result from or in connection with a product recall effected by us. We shall notify the supplier of contents and scope of any recall measures to be taken – to the extent possible and reasonable – in due time in advance and provide the supplier with the opportunity to comment. Other statutory claims remain unaffected.

3. The required notification of the respective responsible authority in accordance with the provisions of the German Product Safety Act (ProdSG) will be taken over by us in coordination with the supplier.

4. The supplier undertakes to maintain product liability insurance with sufficient cover; any claims for damages we are entitled to exceeding the insurance sum shall remain unaffected.

## VIII. Involvement of third parties / Subcontractors

The supplier is not allowed to engage subcontractors with regard to its contractual obligations. In case the engagement of a subcontractor is necessary, the supplier is obliged to obtain our prior written approval. The approval will only be refused for a compelling reason. The supplier is liable for the subcontractor like for an own vicarious agent pursuant to section 278 BGB. In this context, it is irrelevant, whether the supplier is in a position to control and monitor the subcontractor.

## IX. Provision of material

1. Materials provided remain our property and shall be stored, designated and managed separately free of charge. The use of such materials is only permitted for processing our order. Any decrease in value or loss shall be compensated by the supplier. This shall also apply to the transfer of allocated material.

2. Processing or transformation of the material is made for us. We immediately become the owner of the new or transformed good. Should this not be possible for legal reasons, we are in agreement with the supplier that we become the owner of the new good at any point in time of processing or transformation. The supplier stores the new good for us free of charge with the diligence of a prudent businessman.

## X. Defects of title

1. The supplier warrants that in connection with his delivery no third parties' rights are infringed within the Federal Republic of Germany. The supplier shall inform us in writing should a violation of rights outside the Federal Republic of Germany be imminent due to the offer, sale or use of the delivery items.

2. If we are held liable by a third party due to an alleged or actual violation of rights contrary to clause 10. a), the supplier is obligated to indemnify us upon first written request against such claims. The supplier has the right to prove that he is not responsible for the violation of the third-party rights.

3. We are not entitled to enter into any agreements, in particular settlement agreements, with the third party without the supplier's consent.

4. The supplier's indemnification obligation applies to all expenses necessarily incurred by us under or in connection with third parties' claims including reasonable lawyer's fees.

5. The limitation period is 36 months as of the passing of risk.

## XI. Anti-corruption clause

1. The supplier is aware of the importance of anti-corruption measures. The supplier will comply with the relevant German, European and other provisions and use his best effort to ensure that his employees and representatives do so as well. Corruption within the meaning of this provision comprises active and passive bribery and accepting and granting undue advantages in the public and private economic sector.

2. The supplier will comply with the provisions on the avoidance of crimes of fraud and breach of trust as well as crimes against competition and ensure that they are also complied with by his employees and representatives.

3. The supplier will keep orderly and complete books about all business transactions.

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4. In case of a breach of the above obligations we are, notwithstanding any further claims, entitled in accordance with the statutory provisions to immediately end any business relationship with the supplier and withdraw from delivery contracts that were already concluded. Furthermore, the supplier shall reimburse to us any damage resulting from such breach, including reasonable legal costs. The claim for damages does not exist if the supplier proves that he was not at fault.

## **XII. Compliance with laws, provisions and standards / Quality and security labelling / Test seals**

1. The supplier warrants that in connection with his delivery he will comply at his own expense with all applicable legal provisions – in particular provisions on environmental law (e.g. RoHS, REACH) and packaging law (e.g. packaging ordinance).

2. The supplier furthermore warrants to obtain and attach any quality and safety markings and test seals that may be required for the use of the delivery items designated in the contract, including their re-sale.

3. Notwithstanding any further claims, the supplier shall reimburse us for any damage resulting from a breach of this obligation, including reasonable legal fees. The claim for damages does not exist if the supplier proves that he was not at fault.

## **XIII. Assignment of claims**

The assignment of claims is only permitted with our written approval.

## **XIV. Tools, means of production**

1. Tools, forms, samples, models, profiles, drawings, norm sheets, setting copies and templates remain in our ownership and they and any items manufactured according to them may not be passed on to third parties or used for purposes other than the contractual purposes without our written consent. They must be secured against unauthorised access or use.

2. The supplier is obligated to at his own expense insure the tools provided for as at original value against fire and water damage and theft; the supplier shall upon request prove to us that he has taken out insurance. The supplier herewith assigns to us all compensation entitlements from such insurance; we herewith accept the assignment. The supplier is obligated to carry out any necessary maintenance and inspection works and repair works required for the tools in due time and at his own expense. The supplier shall inform us immediately of any incidents. If the supplier culpably fails to do so, he has to reimburse us for the resulting damage.

3. Notwithstanding any further rights, we may demand the return of the tools provided by us if the supplier is in breach of this duty. After the processing of the order or upon any request, the tools have to be returned to us; there is no retention right of the supplier against this.

## **XV. Place of performance / Place of jurisdiction / Choice of law / INCOTERMS® 2010 / Partial invalidity**

1. Munich shall be agreed as exclusive place of performance and venue and place of jurisdiction, whereas we are also entitled to bring legal action at the place of registered office or any branch office of the supplier. Otherwise, the statutory venue and place of jurisdiction shall apply.

2. This contract is subject to the laws of the Federal Republic of Germany excluding the UN sales law (CISG). Furthermore, the INCOTERMS® 2010 shall apply. In the case of discrepancies between the provisions of these General Terms and Conditions of Purchase and the INCOTERMS® 2010, the provisions of these General Terms and Conditions of Purchase shall prevail.

3. If any of the provisions of these General Terms and Conditions of Purchase is or becomes legally invalid in whole or in part, the validity of the remaining provisions shall remain unaffected.

4. We are entitled to amend our General Terms and Conditions of Purchase from time to time with effect for contracts to be concluded in the future.

(Current state: August 2017)