

General Terms and Conditions of Purchase of Panasonic Industrial Devices Europe GmbH

I. General / Scope

1. Our following General Terms and Conditions of Purchase shall apply exclusively – even if no reference is made to them in individual cases – to the entire current and future business relationship with us, unless the validity of deviating terms and conditions, in particular the terms and conditions of purchase of the contractual partner, has been confirmed by us in writing. We hereby expressly object to any references or counter-confirmations of the supplier with reference to his terms and conditions of purchase.

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

II. Conclusion of contract / Change of production process

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

2. If the order confirmation deviates from the order, we shall only be bound if we have agreed to the deviation in writing. The acceptance of deliveries or services as well as payments by us shall not constitute consent.

3. The supplier is obliged to notify us in writing of any intended technical changes to the production process or the product itself (e.g. change of upstream suppliers, change of production methods, change of materials used, change of location, etc.) without delay if possible at least 1 year before the introduction of the change, stating the relevant circumstances, in order to secure quality assurance by us. Such changes require our prior written consent insofar as they could have an effect on the design or quality of the products.

III. Property Rights / Confidentiality

4. We reserve the property rights and copyrights including but not limited to all illustrations, calculations, drawings and other documents as well as modules, samples, prototypes or parts thereof provided by us in electronic or written form as part of the order (Confidential Information) regardless of whether they are marked as "confidential". If not otherwise agreed in an individual Non-Disclosure Agreement between us and the supplier the supplier is obliged (i) to keep all Confidential Information provided by us strictly confidential, (ii) to not make the Confidential Information accessible to third parties without our prior written consent, (iii) to use the Confidential Information provided by us exclusively for the production on the basis of our order and (iv) to treat the Confidential Information with an appropriate level of security to avoid unauthorized disclosure. The obligation to maintain secrecy shall continue to apply until the confidential documents and information have become generally known. After completion of the order the Confidential Information is to be returned to us without being requested to do so.

IV. Delivery time and delay in delivery

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

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

3. The supplier guarantees strict compliance with the delivery date. If the delivery date is not met, the supplier is in default without the need for a reminder or setting a deadline. In the event of a recognizable delay in a delivery, we shall have the choice between postponing the delivery date or granting partial performance.

4. In the event of a delay in delivery we shall be entitled to claim a liquidated damages for delay in the amount of 0,5 % of the value of the delivery per completed week, but not more than 5 % of the value of the delivery.

5. If we claim damages, the supplier shall be entitled to prove to us that he is not responsible for the breach of duty. Furthermore, the supplier shall be entitled to prove to us that we have not suffered any damage or that the damage was significantly lower as a result of the delay.

V. Prices / Invoicing / Terms of payment / Offset and retention rights

1. The price stated in the order is binding. In the absence of any written agreement to the contrary, the price shall include delivery in accordance with INCOTERMS® 2020 DDP to our registered office or place of business, including packaging. The return of packing by us requires a special agreement.

2. Invoices from the supplier will only be processed if they contain the following information: Order date, order numbers, price, quantity and our article number. As long as these details are missing, invoices are not due. Invoice duplicates are to be marked as duplicates.

3. Unless otherwise agreed in writing we will effect payment by the 15th day of the second month following the month of delivery of goods or services and delivery of invoice (usually 45 days).

4. The payment period shall commence as soon as the delivery or service has been provided in full and a properly issued invoice containing the information in accordance with IV. 2. above has been received. In the event of defects, the payment period shall commence until the defects have been fully remedied, insofar as we are entitled to a right of retention.

5. An agreed cash discount deduction is also permissible if we offset or withhold payments in an appropriate amount due to defects. If installment payments or partial payments have been agreed, an agreed cash discount deduction shall be assessed separately for each partial and/or installment payment.

6. We do not owe interest on arrears according to § 353 HGB. The statutory provisions shall apply to default in payment.

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

VI. Terms of delivery / Shipping documents and delivery notes

1. Unless otherwise agreed in writing, delivery shall be made in accordance with INCOTERMS 2020 DDP to our registered office or our business operation.

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

VII. Defective delivery

1. The supplier shall provide a warranty for its deliveries and services of 48 months. The limitation period for claims for defects shall commence with the transfer of risk (clause V.1.).

2. We are obliged to inspect the goods for deviation in quality and quantity within a reasonable period of time. The notification of any defects shall be deemed to be in time if it is received by the supplier within a period of time of 5 working days; in case of obvious defects from the date of receipt of the goods, in case of hidden defects from the date of discovery.

3. We shall be entitled to all statutory rights for defects in full; in any case, we shall be entitled to demand that the supplier, at our discretion, either rectify the defect (subsequent improvement) or deliver a new item (replacement delivery) within a reasonable deadline to be set by us. The right to claim damages, in particular damages in lieu of performance, is expressly reserved.

4. We shall be entitled to remedy the defect by ourselves at the supplier's expense if the supplier does not comply with the form of subsequent performance selected by us in accordance with the above Section 3 within a reasonable period of time set by us or if the supplier declares itself unable to carry out the subsequent improvement or replacement delivery within a reasonable period of time.

5. Defects may be remedied without setting a deadline at the supplier's expense if subsequent performance by the supplier has failed or is unreasonable for us (e.g. due to particular urgency, risk to operational safety or imminent occurrence of disproportionate damage). We will notify the supplier of such circumstances without undue delay, if possible in advance.

VIII. Producer's liability

1. Insofar as the supplier is responsible for a product defect, he is obliged to indemnify us, upon first demand, against claims by third parties insofar as the cause lies within his sphere of control and organization and he is liable in relation to third parties.

2. Within the scope of its own liability for cases of damage within the meaning of Section VII.1., the supplier is also obliged to reimburse us for any expenses arising from or in accordance with a recall action carried out by us. We shall inform the supplier in due time in advance of the content and scope of the recall measures to be carried out – insofar as this is possible and reasonable – and give him the opportunity to comment. Other statutory claims shall remain unaffected.

3. We will undertake the necessary notification of the respective competent authority in accordance with the provisions of the ProdSiG in coordination with the supplier.

4. The supplier undertakes to maintain a product liability insurance with an insured sum of at least EUR 10 million and shall provide us with evidence of the existence of this insurance without delay upon request; if we are entitled to claims for damages in excess of the insured sum, these shall remain unaffected.

IX. Involvement of third parties / Subcontractors

The supplier is not allowed to transfer the contractual services as a whole or with regard to individual partial services to subcontractors. Should it become necessary to commission a subcontractor, the supplier is obliged to obtain our prior written consent. We shall only refuse our consent for good cause. The supplier is liable for any subcontractor used in the same manner as for its own vicarious agents pursuant to § 278 BGB.

X. Spare Parts – End of Life

In order to secure the production of spare parts, the supplier shall be prepared to ensure the supply of goods covered by the contract until the expiry of 15 years after the last delivery of these products to us. If it becomes evident to the supplier within this period that he will no longer be able to do so, he has to notify us without delay of the end of his supply possibilities and, insofar as no other reasonable procurement possibilities exist for us, he shall grant us the opportunity to place a final order for these products.

XI. Provision of material

1. Materials provided by us remain our property and shall be stored, designated and managed separately by the supplier free of charge. They may only be used within the framework of the processing of our orders. In the event of a reduction in value or loss for which the supplier is responsible, the supplier shall compensate us.

2. Processing or transformation of the material is carried out for us. We shall immediately become the owner of the new or transformed item. If this is not possible for legal reasons, we agree with the supplier that we will become the owner of the new item at any time of processing or transformation. The supplier has to store the new item for us free of charge with the due diligence of a prudent businessman.

XII. Tools, means of production

1. If applicable to the supplier, tools such as molds, samples, models, profiles, drawings, standard sheets, printing templates and gauges provided by us shall remain in our property and, like items manufactured in accordance therewith, may neither be passed on to third parties nor used for purposes other than the contractual purposes without our written consent. The supplier is obliged to clearly mark the items provided as the property of Panasonic (or Panasonic's customers, if required) They must be secured against unauthorized access or use.

2. The supplier is obligated to insure the tools provided by us at replacement value against fire, water and theft damage; proof of the existence of such insurance must be provided to us upon request. The supplier hereby assigns to us all claims for compensation arising from this insurance; we hereby accept the assignment. The supplier is obliged to carry out any necessary maintenance and inspection work on these tools as well as all repair work at its own expense and in good time. The supplier has to notify us immediately of any defects in the tools. If the supplier culpably fails to do so, he has to compensate us for any resulting damage.

3. Notwithstanding any further rights, we may demand the return of the tools provided by us if the supplier is unable to fulfill the contract due to extraordinary circumstances, such as, for example, a temporary inability to deliver. After completion of the order, the tools have to be returned to us; there is no right of retention by the supplier against the claim for return of the tools. We are entitled to demand that the tools provided shall be used by the supplier to carry out series production for us and must be stored for as long as further orders are likely to be placed by us for which such tools may be used. The disposal of tools is only permitted with our prior consent.

XIII. Defects of title

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1. The supplier warrants that in connection with its delivery no third parties' rights are infringed in the following countries: Countries of the European Union, UK, USA, China. Insofar as an infringement of rights occurs through the offer, distribution or use of the delivery items, the supplier has to notify us of the same in writing.
2. If a third party asserts a claim against us based on an alleged or actual infringement of third party rights by the delivered products, the supplier is obliged to indemnify us against such claims upon first written request.
3. We are not entitled to enter into any agreements with the third party – without the consent of the supplier – with regard to the alleged defects of title to the delivered products, in particular to conclude a settlement.
4. The supplier's obligation to indemnify us covers all expenses necessarily incurred by us as a result of or in connection with claims asserted by a third party, including reasonable legal defense cost.
5. The limitation period is 48 months, calculated from the transfer of risk.

XIV. 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 regulations and use his best effort to ensure that his employees and representatives do so as well. Corruption within the meaning of this provision includes active and passive bribery as well as the acceptance and granting of advantages in the public and 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 unfair 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.
4. In the event of a breach of the obligations of this Section XIII., we are, entitled in accordance with the statutory provisions to immediately terminate any business relationship with the supplier and withdraw from any supply contracts already concluded. Furthermore, the supplier shall reimburse us for all damages resulting from a culpable violation - including reasonable costs of legal prosecution.

XV. Compliance with laws, provisions and standards / Quality and security labelling / Test seals

1. The supplier warrants to comply with all legal requirements in connection with its delivery – in particular environmental requirements (e.g. RoHS, REACH) and packaging requirements (e.g. Packaging Directive) – at its own expense.
2. Furthermore, the supplier shall procure and affix all quality and safety markings and test seals that may be required for the use of the delivery items - including their resale – as stipulated in the contract.
3. The supplier shall document all business transactions with us in proper and complete accounting records.
4. The supplier shall follow the PANASONIC Group requirements applicable to suppliers, specifically the Supply Chain CSR Promotion Guidelines, which are available in their current version on the following website:
[For Suppliers - Procurement Activities - Panasonic Holdings](#)
5. Notwithstanding any further claims, the supplier shall reimburse us for all damages resulting from a culpable breach of this obligation of this Section XIV. - including reasonable costs of legal action. The claim for damages does not exist if the supplier proves that he was not at fault.

XVI. Place of performance / Place of jurisdiction / Choice of law / INCOTERMS 2020 / Partial invalidity

1. Lüneburg shall be agreed as exclusive place of performance 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 shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods (CISG). Furthermore, the INCOTERMS® 2020 shall apply. In the event of a conflict between the provisions of these General Terms and Conditions of Purchase and the INCOTERMS 2020, the provisions of these 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 not be affected thereby.

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