

General Terms & Conditions of Sale Applicable to Italia

Panasonic Electric Works Europe AG

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I. Application, Conflicting General Terms and Conditions, Written Form

1. These Terms & Conditions of Sale shall apply to the entire business relationship with Panasonic Electric Works Europe AG ("PEWEU"), especially in regards to all deliveries, services, offers and declarations of acceptance of Panasonic Electric Works Europe AG ("PEWEU"). They shall apply exclusively. General conditions of Customer shall not apply unless PEWEU has agreed to them in writing in the particular case. In the case of regular or continuous business relations they shall also apply to all subsequent transactions, even if not explicitly agreed upon.

2. Except for orders placed over the internet store of PEWEU, all orders, declarations of acceptance as well as collateral agreements, amendments, supplements and any other arrangements made prior to or upon acceptance of the order shall only be effective if made in writing (e.g. letter, fax, email).

3. In case of conflict between these General Terms & Conditions of Sale and the terms and conditions contained in the Sales Contract, or in the Order Confirmation sent by PEWEU to the Customer, the latter shall prevail.

II. Prices, Price Adjustment, Invoices

1. Unless otherwise agreed the prices indicated by PEWEU are in Euro, ex works [EXW, Incoterms 2010], including packaging and exclusive of VAT.

2. The prices are determined by the price list valid at the time of conclusion of the contract. If delivery is effected more than 4 (four) months after the conclusion of the contract, PEWEU is entitled, in case of increase in costs, to reasonably adjust the prices in accordance with the changes in wages, salaries, material and production costs that have meanwhile occurred, provided no fixed price was stipulated.

3. Unless otherwise agreed invoices and/or credit notes will be provided as PDF with an email by PEWEU to the Customer, at the email address as provided by the Customer, being agreed that the Customer will duly inform PEWEU of any change in the email address.

III. Effectiveness, Modification of Orders, Cancellation

1. Unless otherwise agreed, the offers of PEWEU are not binding and without any commitment. Any order from the Customer shall be binding for PEWEU only when accepted in writing by PEWEU.

2. Before payment is made for invoice amounts due, including interest accumulated for delayed payment, and if the credit limit specified is exceeded, PEWEU is released from all obligation to provide delivery resulting from any running contracts.

3. Modifications of orders requested by Customer shall be carried out if Customer agrees to pay all costs incurred due to the modification.

4. If Customer cancels the order without reason, PEWEU is entitled to claim compensation for liquidated damages in the amount of 20% (twenty percent) of the value of the goods ordered provided that Customer was requested to withdraw the cancellation within 15 (fifteen) days from the receipt of PEWEU request, and that Customer maintained the cancellation in spite of this request. The same applies to cases in which Customer fails to make a declaration within the aforesaid term. Nothing in this shall prejudice PEWEU's right to set forth a higher damage.

IV. Delivery Periods, Deadlines, Partial Deliveries, Delay, Force Majeure

1. Delivery periods or deadlines indicated by PEWEU but not explicitly referred to as binding and/or not agreed upon with Customer as having a binding effect are without any commitment. PEWEU shall endeavour to observe delivery deadlines agreed upon with Customer.

2. In the absence of claims within 8 (eight) days from the date on which the Customer received the goods, the goods shall be deemed to have been properly delivered.

3. PEWEU is entitled to effect and invoice partial delivery or partial performance to a reasonable extent.

4. Customer may claim compensation for the damage caused by a delay in delivery only if the reasons for such delay involve intent or gross negligence on the part of PEWEU. PEWEU shall not be liable for delays in delivery which are due to PEWEUs having received any ordered goods with delay or not at all, if PEWEU is not responsible for such delay or non-delivery.

5. In no event PEWEU shall be liable to Customer or to any third party for incidental or consequential damages including but not limited to business interruption, loss of business or loss of profit.

6. Force majeure as well as breakdowns occurring at PEWEU and/or its suppliers, due to e.g. riots, rightful strikes, lock-outs or government orders, which temporarily hinder PEWEU, without any fault on its part, to deliver the object of purchase by the agreed deadline, shall lead to an extension of the delivery deadlines and periods for the duration of the hindrance caused by these circumstances. If such hindrance prevents performance for more than 4 (four) months, both parties are entitled to withdraw from the contract. Any other rights of rescission of Customer remain unaffected thereby.

V. Payment, Bank Charges, Default in Payment, Retention/Offsetting

1. The purchase price falls due upon delivery of the goods. Unless otherwise agreed, invoices are payable immediately after receipt without any deductions. Payment shall be made to PEWEU bank account indicated in the invoice.

2. The charges and expenses of Customer's bank incurred in relation to a bank transfer shall be borne by Customer, while the charges and expenses of PEWEU's bank shall be borne by PEWEU.

3. Payment is considered to be in default if not received by the due date; a reminder is not necessary. If Customer is in default with payment, PEWEU is, in addition to possibly enforcing other claims, entitled to suspend delivery of all pending orders, and to claim default interest in accordance with the provisions of Law No. 231/2002, counted from the date the default occurred and until full payment of the outstanding amount has been received. Nothing in this shall prejudice PEWEU's right to set forth a higher damage.

4. If the Customer is in default of payment for an invoice, or if PEWEU demands are in danger of not being met – for any reason whatsoever, the Customer shall forthwith fulfill all its obligations towards PEWEU; this also applies to the balance of any of the Customer's running accounts.

5. Customer can assert a right of retention with respect to claims of PEWEU only if it is based on claims from the same contractual relationship that are defined by final enforceable judgment. Any offsetting by Customer is admissible only if Customer's counterclaim is defined by final enforceable judgment.

VI. Orders for Goods to Be Delivered on Demand

1. In the event that Customer has ordered goods to be delivered on demand and Customer fails to take delivery of the total quantity of the goods ordered within the envisaged period of time, Customer shall have no right to the discount granted for the total quantity of the ordered goods. As regards partial deliveries already affected, PEWEU is entitled to bill Customer the purchase price payable according to the current price list for the goods of which delivery was taken.

2. In the event that Customer is in default with its obligation to demand delivery, it shall have to pay liquidated damages to PEWEU in the amount of 1% (one percent) of the value of the quantity of goods of which Customer has to take delivery, payable for each full month Customer is in default with the fulfilment of its obligation to take delivery. PEWEU's right to set forth a higher damage shall not be affected thereby.

3. Unless otherwise agreed, in the event that Customer refuses to take delivery of the remaining quantity of the goods ordered after expiration of the agreed demand period, sec. III. 4 shall apply *mutatis mutandis* as far as the remaining quantity is concerned.

VII. Reservation of Ownership

1. The goods delivered by PEWEU, and any new product in which the Goods have been converted into or assembled into, shall remain property of PEWEU as reserved goods ("Reserved Goods") until fulfilment of all obligations resulting from the contractual relationship including other claims subsequently acquired by PEWEU against Customer in connection with the goods delivered, on any legal ground whatsoever.

2. In addition, the goods delivered shall remain property of PEWEU as Reserved Goods until settlement of all other claims (including all unsettled balances from current account) which PEWEU acquires or will acquire against Customer, on which legal ground whatsoever.

3. The Customer shall have the right to sell the Reserved Goods in the ordinary course of business on the understanding that the proceeds of any such sale shall belong to PEWEU to whom the Customer shall pay such proceeds up to the concurrence of the full price due by the Customer to PEWEU for the supply of the Reserved Goods.

4. PEWEU shall have the right at any time to revoke the Customer's right of sale by written notice to the Customer, if the Customer is in default in respect of payment of any sum due to PEWEU for longer than 15 (fifteen) days (whether in respect of the Reserved Goods or other goods or services supplied by PEWEU to the Customer or any other reason whatsoever). In any such event the Customer is obliged, upon written request of PEWEU, to return the Reserved Goods to PEWEU.

5. Customer is obliged to adequately insure the Reserved Goods and to maintain insurance protection. Customer herewith assigns to PEWEU the claims against its insurance company in case of loss to the extent that such claims relate to the Reserved Goods.

VIII. Warranty, Liability for Defects

1. PEWEU warrants that the Goods supplied to Customer shall comply with the technical specifications indicated in the Sales Contract or in the technical datasheet given to the Customer at the time of the order, or in the Order Confirmation forwarded by PEWEU to the Customer, PEWEU further represents and warrants that the Goods are free of manufacturing defects in accordance with and subject to the limitation of liability provided for herein.

2. Customer has to examine the goods delivered right after delivery. Obvious defects have to be notified to PEWEU in writing within 8 (eight) days from receipt of the goods and, in case of hidden defect, within 8 (eight) days from the date on which the defect was discovered, in accordance with the provisions of Articles 1495 and 1511 of the Italian Civil Code.

3. The warranty period provided by PEWEU has a duration of 12 (twelve) months starting from the date of delivery of the goods ("Warranty Period"). In the absence of claims for defects from the Customer within the terms set forth in paragraph 2 above, the goods shall be deemed to have been properly accepted.

4. Where the goods are defective during the Warranty Period and the Customer notifies in writing to PEWEU the alleged defects within the time limits set forth in paragraph 2 above, PEWEU's liability shall be limited, at its own choice, to the repair and/or replacement of the defective goods at its own cost, provided defects have been duly recognized by PEWEU. No return of goods shall be accepted by PEWEU unless authorized by PEWEU.

5. Any claims for defects in quality above and beyond or other than those laid down in this section VIII are excluded. Except in case it is proven PEWEU's gross negligence, in no event shall PEWEU be liable to Customer or to any third party for incidental or consequential damages including but not limited to business interruption, loss of business or loss of profit.

6. The indemnification right provided for under this section shall in any case be subject to the statute of limitations and forfeitures set out in Articles 1495 and 1511 of the Italian Civil Code.

IX. Disposal of the Delivered Goods

1. Customer is obliged to duly dispose of the delivered goods after the termination of their use, at its own expense, in accordance with the provisions of Italian law, with particular regard to Law No. 151/2005 on the disposal of electric material, and Law No. 188/2008 on the disposal of batteries, and their subsequent amendments, and any other law which may be enacted in the future with regard to the disposal of the goods.. Customer will in this respect release PEWEU from any obligations in relation thereto and shall indemnify PEWEU against any related claims of third parties.

2. If the goods delivered by PEWEU are resold in the course of commercial business Customer shall impose suitable contractual requirements to ensure that either his customers see to their due and proper disposal in accordance with the statutory provisions after the termination of the use, and/or shall arrange for the due and proper disposal in the relation with its customers.

3. If after the termination of the use a third party asserts a claim for the disposal of the delivered goods against PEWEU,

Customer shall duly dispose of the goods and indemnify PEWEU from and against all claims of third parties in relation to the obligations set forth above.

X. Software Products

As regards software products, the licensing conditions of the respective products shall have priority and shall apply additionally.

XI. Liability, Statute of Limitation, Product Liability

1. PEWEU shall be liable for damage caused by PEWEU or persons employed in the performance of PEWEU's obligations, provided that such damage is due to intent or gross negligence. PEWEU cannot be held responsible for damages caused by the goods due to improper handling and mounting of the goods and in general due to improper use of the goods.

2. Customer is obligated to immediately notify PEWEU of any damage for which PEWEU is liable and to have such damage documented to PEWEU.

3. In any event indemnification shall be within the limits and to the extent that damages are the direct consequence of the manufacturing defects of the goods supplied by PEWEU and are not due to improper handling and mounting of the goods by the Customers and/or third parties, except as otherwise provided by mandatory provisions of law, Customer's claims for damages shall be time-barred within one year from the date of delivery.

4. PEWEU's liability pursuant to the provisions of Law No. 206/2005 shall not be affected by the foregoing regulations.

XII. Anti-Bribery

1. Customer confirms that it understands the importance of anti-bribery laws and will comply and procure that its employees comply with all relevant anti-bribery laws.

2. For the purposes of this Agreement, "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.

3. Customer agrees to keep proper accounting records (approvals, invoices, etc.) of payments and financial transactions.

4. In case of breach of any provision of this section by Customer, PEWEU, without prejudice to any other remedies it may have, shall be entitled to terminate the business relation with immediate effect for good reason.

XIII. No Manufacture of Weapons of War or Destruction, Observance of Export Laws

1. Customer shall not use the goods delivered by PEWEU for the purpose of development, design, manufacture, use or storage of any weapons of war and destruction, including but not limited to nuclear weapons, biological weapons, chemical weapons and missiles ("Weapons").

2. Customer shall not sell, lease or otherwise dispose of the goods delivered by PEWEU, directly or indirectly, to any customer using the goods in the development, design, manufacture, storage or operation of Weapons.

3. Customer shall not export or re-export, directly or indirectly, the goods delivered by PEWEU without the authorization required under export control laws and/or regulations of any countries claiming jurisdiction over the contracting parties. Customer shall not export or re-export, directly or indirectly, the goods delivered by PEWEU to any country against which any sanction is imposed under certain resolutions of the Security Council of the United Nations for as long as such resolutions remain valid and effective and as far as the goods delivered by PEWEU remain prohibited to be exported to such country. In addition, Customer expressly undertakes to comply, and to have its customers to comply, with the provisions of Council Regulation EC No. 428/2009 and Law No. 96/2003 as amended from time to time, applicable to export of "Dual Use" products.

4. In the event Customer breaches any provision of this sec. XIII, Customer shall be liable to PEWEU for all direct and indirect damage sustained by PEWEU due to such breach. PEWEU shall in such an event have the right to terminate the contract with Customer forthwith without any liability towards Customer. Furthermore PEWEU shall not be obliged to accept or fulfill any orders which might contravene any export control laws, rules and/or regulations of any relevant countries or provisions of this sec. XIII.

XIV. Confidentiality of Internet Store Access Data

Customer agrees to keep confidential and not disclose to any unauthorized third parties the access data provided to Customer for the PEWEU internet store. Any culpable breach of this duty by Customer will oblige Customer to compensate PEWEU for any damage caused by such breach of duty.

XV. Place of Performance, Passing of Risk, Delay in Acceptance

1. Unless otherwise agreed, the seat of PEWEU shall be the place of performance for all deliveries and payments, provided that Customer is a merchant.

2. Unless otherwise agreed the risk shall pass to Customer as soon as the goods are handed over by PEWEU to the forwarding agent, carrier or any other person in charge of transport. In case Customer fails to accept delivery of the goods on the agreed date, the risk shall pass to Customer on advice that the ordered goods are ready for dispatch.

XVI. Place of Jurisdiction, Applicable Law

1. The Court of Verona shall be the exclusive place of jurisdiction for all disputes arising between PEWEU and Customer, on which legal ground whatsoever, provided that Customer is a fully qualified merchant or a legal person under public law or does not have its domicile in the Federal Republic of Germany. However, PEWEU shall also have the right to instigate court proceedings against Customer in any court having jurisdiction.

2. The laws of Italy shall be applicable. The provisions of the UN Sales Convention shall not apply.