

TERMS AND CONDITIONS OF SALE

- **MOBILITY PRODUCTS**
- **PROFESSIONAL IMAGING & VISUAL SYSTEMS ("PIVS") PRODUCTS**
- **ENTERPRISE PROCESS INNOVATION CENTER ("EPIC") PRODUCTS**

These general terms and conditions of sale (these "Terms" or "Agreement") are the only terms which govern the sale of: (1) mobility hardware products; (2) PIVS products; and (3) EPIC products (collectively referred to herein as the "Products") and related installation and repair services ("Services") by PANASONIC CONNECT NORTH AMERICA, DIVISION OF PANASONIC CORPORATION OF NORTH AMERICA ("Seller" or "Panasonic") to the customer identified on the Quotation ("Customer" or "Buyer").

1. Entire Agreement

The accompanying Quotation, if any, automatically expires thirty (30) calendar days from the date of its issue by Seller unless a different date is stated in the Quotation, and is also subject to termination by written notice from Seller within that period. Buyer shall accept this Quotation by having its duly authorized representative sign in the appropriate space on the face hereof and returning said signed copy to Seller within the aforesaid period, provided, however, that, notwithstanding the foregoing, Buyer shall be deemed to have accepted this Quotation upon (i) Buyer's submission to Seller of any order for any Products specified on the face hereof or (ii) Buyer's acceptance of delivery of any Products to the Delivery Point specified in the Quotation (in which event Buyer shall be deemed to have accepted this Quotation on the tenth day after the date of this Quotation). By accepting the quotation as aforesaid, Buyer expressly understands and agrees that all sales of the Products shall be governed by and subject to the following terms and conditions and those contained on the face hereof, which terms and conditions shall constitute the entire contract between Buyer and Seller and shall supersede Buyer's order form and any requirements, policies and procedures or other documents, if any, that are not contained or referenced in these Terms, whether such Customer's terms are on paper, in electronic form, or on a Customer-referenced internet site and/or website.

2. Pricing and Payment. Taxes

(a) Buyer shall purchase the Products and Services from Seller at the price[s] (the "Price[s]") set forth in the Quotation. If Seller announces a price increase on any Products covered by

this Agreement, which increase is to take effect prior to any estimated shipment or Service dates set forth in the Quote, then such increased price shall apply to any shipments of Products or performance of Services made on or after the effective date of such price increase, and Buyer shall be billed by Seller on the basis of such increased price[s].

(b) Buyer shall pay all invoiced amounts due to Seller in accordance with the payment terms set by Seller on the Quotation. Payment of invoices shall be made to the address shown on the face of each invoice or by electronic funds transfer to the account designated by Seller and in US dollars or such other currency designated by Seller.

(c) Buyer shall pay interest on all late payments at the lesser of the rate of 1.5% per month or the highest rate permissible under applicable law, calculated daily and compounded monthly. Buyer shall reimburse Seller for all costs incurred in collecting any late payments, including, without limitation, attorneys' fees.

(d) Buyer shall not withhold payment of any amounts due and payable by reason of any set-off of any claim or dispute with Seller, whether relating to Seller's breach, bankruptcy or otherwise.

(e) Prices quoted herein do not include any amount of Federal, state, or local excise, sales, use, service, occupation, income, property or similar taxes. If any taxes (excluding import duties or impositions) are determined to be applicable to this transaction, the prices to be paid by Buyer hereunder shall be increased by the amount of such taxes. Any request by Buyer for exemption from any tax must be accompanied by properly executed tax exemption certificates.

3. Delivery. Title and Risk of Loss

(a) Seller will deliver the Products to the Delivery Point specified in the Quotation, within a reasonable time of the estimated delivery date(s) set forth on the face hereof, but Seller shall in no event be liable for any special, incidental, consequential or any other indirect damages or loss of profits suffered by Buyer due to a delay in such delivery. The delivery dates herein set forth are based upon the timely receipt by Seller from Buyer of any and all material or information reasonably requested by Seller hereunder.

Seller may, in its sole discretion, without liability or penalty, make partial shipments of Products to Buyer. Each shipment will constitute a separate sale, and Buyer shall pay for the units shipped whether such shipment is in whole or partial fulfillment of Buyer's order.

(b) Title and Risk of Loss. Title and risk of loss passes to Buyer upon delivery of the Products at the Delivery Point. As collateral security for the payment of the purchase price of the Products, Buyer hereby grants to Seller a lien on and security interest in and to all of the right,

title, and interest of Buyer in, to and under the Products, wherever located, and whether now existing or hereafter arising or acquired from time to time, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the State of New York Uniform Commercial Code.

(c) In the event that Seller, in its sole and absolute discretion, deems Buyer's financial condition inadequate or unsatisfactory to Seller for any reason whatsoever, Seller shall have the right in addition to any other rights it may have, upon written notice to Buyer, to cancel the contract created hereby, to delay shipment of the Products to Buyer, or to require payment for the Products in cash prior to their shipment to Buyer, without incurring any liability for loss or damage of any kind occasioned by reason of any such cancellation or delay. Seller reserves the right, in its sole and absolute discretion and at any time, to decrease, eliminate or otherwise limit the amount or duration of credit extended to Buyer hereunder.

(d) If for any reason Buyer fails to accept delivery of any of the Products on the date fixed pursuant to Seller's notice that the Products have been delivered at the Delivery Point, or if Seller is unable to deliver the Products at the Delivery Point on such date because Buyer has not provided appropriate instructions, documents, licenses or authorizations: (i) risk of loss to the Products shall pass to Buyer; (ii) the Products shall be deemed to have been delivered; and (iii) Seller, at its option, may store the Products until Buyer picks them up, whereupon Buyer shall be liable for all related costs and expenses (including, without limitation, storage and insurance).

(e) If Buyer shall, at any time, refuse to accept delivery of any of the Products at the Delivery Point, then Buyer may, from time to time, be invoiced by Seller, and Buyer agrees to promptly accept and pay each such invoice, for any and all freight handling, warehouse, labor and other costs incurred by Seller which arise there from or which are in any way related thereto or associated therewith.

4. Cancellation

Orders of Products shall not be terminated by Buyer and delivery date(s) of Products shall not be rescheduled by Buyer without the prior written consent of Seller and the payment by Buyer to Seller of any termination and/or rescheduling charges specified by Seller.

In no case are Products to be returned without first obtaining Seller's written permission. Only unused Products in their original sealed containers which are then currently sold by Seller, and which have been invoiced by Seller to Buyer within thirty (30) days of Buyer's request to return such Products will be considered for return. Products accepted for credit

upon return may be subject, in Seller's sole discretion, to a handling/restocking charge. Custom-made Products are not subject to return under any circumstances. Products must be securely packed by Buyer and delivered to Seller in an undamaged condition, with Buyer being solely responsible for paying all return freight expenses.

Any parts of order returned with an authorization RMA # will have a 20% re-stocking fee assessed upon their return.

5. Inspection and Rejection of Nonconforming Products.

(a) Buyer shall inspect the Products within three (3) days of receipt ("Inspection Period"). Buyer will be deemed to have accepted the Products unless it notifies Seller in writing of any Nonconforming Products during the Inspection Period and furnishes such written evidence or other documentation as required by Seller. "Nonconforming Products" as used here means only the following: (i) product shipped is different than identified in Buyer's purchase order; or (ii) product's label or packaging incorrectly identifies its contents.

(b) If Buyer timely notifies Seller of any Nonconforming Products, Seller shall, in its sole discretion, (i) replace such Nonconforming Products with conforming Products, or (ii) credit or refund the Price for such Nonconforming Products, together with any reasonable shipping and handling expenses incurred by Buyer in connection therewith. Buyer shall ship, at Seller's expense, the Nonconforming Products to the facility designated by Seller. If Seller exercises its option to replace Nonconforming Products, Seller shall, after receiving Buyer's shipment of Nonconforming Products, ship to Buyer, at Seller's expense, the replaced Products to the Delivery Point.

(c) Buyer acknowledges and agrees that the remedies set forth in Section 5(b) are Buyer's exclusive remedies for the delivery of Nonconforming Products. Except as provided under Section 5(b), all sales of Products to Buyer are made on a one-way basis and Buyer has no right to return Products purchased under this Agreement to Seller.

6. Warranties and Liability of Seller

(a) Mobility Products Warranties: Specific Mobility products warranties can be found here - <https://connect.na.panasonic.com/toughbook/support/warranties>

(b) PIVS Products Warranties: <https://connect.na.panasonic.com/av/services>

(c) EPIC Products Warranties: Specific EPIC products warranties are attached hereto as [Appendix 1](#).

(d) Anything set forth to the contrary in the above-referenced Products warranties notwithstanding, Seller shall have no obligation for any defects in Products, components

thereof or replacement parts thereof that have been caused by failure to perform recommended normal maintenance, use of components, parts, peripherals, attachments, accessories, and/or perishable tooling not provided to Buyer by Seller (or not approved by Seller), accident, misuse, neglect, abuse, mishandling, misapplication, modification, alteration, acts of God or improper installation, service or maintenance.

(e) THE WARRANTIES SET FORTH HEREIN THIS PARAGRAPH 6 ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES OTHER THAN WARRANTY OF TITLE, WHETHER ARISING FROM A COURSE OF DEALING, COURSE OF PERFORMANCE OR TRADE USAGE, OR WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, ALL OF WHICH ARE HEREBY WAIVED BY BUYER.

The employees and agents of Seller are not authorized to make modifications to such warranties or additional warranties binding on Seller; accordingly, additional statements, whether oral or written, do not constitute warranties and should not be relied upon by Buyer. Seller's liability Buyer's exclusive remedy under this warranty shall be limited solely to the cost of any necessary repairs to, replacements of or refunds of Buyer's purchase price for, the Products, components thereof or replacement parts therefore.

(f) No suit shall be brought on an alleged breach of the warranties set forth in this Paragraph 6 more than fifteen (15) months after the date of Buyer's acceptance of the Products. The warranties set forth in this Paragraph 6 allocate the risks of Product failure between Seller and Buyer, as authorized by the Uniform Commercial Code and other applicable law.

(g) Seller does not represent or warrant that the Products comply with any local laws, ordinances or rules and Buyer hereby assumes sole and complete responsibility for compliance therewith, and Buyer hereby agrees to obtain any and all permits, licenses, authorizations or certificates required by any governmental or regulatory agency or other body-for the installation and use of the Products.

(h) IN NO EVENT SHALL SELLER HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS CONTRACT, INCLUDING, WITHOUT LIMITATION, ANY WORK DELAYS, LOST GOODWILL, PROFIT, REVENUE OR SAVINGS, LOSS OF USE, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES, DOWNTIME COSTS, OR CLAIMS OF ANY PARTY DEALING WITH BUYER FOR SUCH DAMAGES, EVEN IF SELLER HAS BEEN ADVISED OR IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL SELLER'S LIABILITY FOR MONETARY DAMAGES

UNDER THIS CONTRACT EXCEED THE TOTAL AMOUNTS PAID BY BUYER TO SELLER HEREUNDER.

7. Maintenance

Spare Parts: If any of the Products proves to be defective and such defect is not covered by the warranty provided for in Paragraph 6 above, then Buyer shall be responsible, at its sole cost and expense, for providing or obtaining all necessary maintenance and repair service and spare and replacement parts for any such defective Product. Seller may, from time to time, offer maintenance and repair service for the Products pursuant to such terms and conditions, including without limitation, Seller's charges therefore, as may then be in effect. Seller will supply Buyer with list of spare and replacement parts for the Products, the current prices thereof, and the quantity thereof that Seller recommends that Buyer keep in stock at all times, which list may be amended by Seller in writing at any time and from time to time, Seller shall use reasonable commercial efforts to make such spare and replacement parts available for purchase by Buyer for a period of not less than five (5) years after discontinuance of the manufacture of the Products.

8. Termination

(a) Seller may terminate the contract created hereby effective immediately upon written notice to Buyer (i) in the event of a material breach by Buyer of any of the terms or conditions of this Agreement and Buyer has failed to cure such material breach within thirty (30) days after written notice from Seller describing the breach and requesting its cure, or (ii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors and any such proceedings, assignment or appointment is not dismissed or vacated within thirty (30) days.

(b) Buyer agrees that it shall, not later than thirty (30) days following the effective date of termination of the Agreement created hereby, pay all amounts owed to Seller at the time of any such termination regardless of the terms of payment of such amounts that may have otherwise been granted to Buyer by Seller prior to the effective date of such termination, provided, however, that if any terms of payment previously granted to Buyer by Seller provide, at the time of such termination, for payment in less than thirty (30) days, such payment shall be made pursuant to the applicable terms of payment.

(c) Seller shall not, by reason of its termination of this Agreement in accordance with the terms hereof, be liable to Buyer for compensation, reimbursement or for any damages on account of the loss of profits or anticipated sales, or on commitments in connection with

the business or good-will of Buyer or otherwise or for direct, special, indirect or consequential damages.

9. Force Majeure

Seller shall not be liable for any direct, indirect, special, incidental or consequential damages arising out of a total or partial failure to perform hereunder or delay in such performance by reason of any event or occurrence beyond the control of Seller, including, without limitation, non-performance or delays of a supplier to Seller, acts of God, wars, acts of a public enemy, acts of the Governments of any state or political subdivision or any department or regulatory agency thereof or entity created thereby (whether or not valid), quotas, embargoes, acts of any person engaged in subversive activity or sabotage, fires, floods, explosions, or other catastrophes, epidemics, pandemics or quarantine restrictions, strikes, lockouts, or other labor stoppages, slowdowns or disputes. It is understood and agreed that this provision shall have the effect of excusing Seller's delay under the contract created hereby for such time as is occasioned by any of the aforesaid conditions, but such delay shall not in any event be deemed to lessen the full amount of Products purchased and sold hereunder, but only as deterring delivery in the event and to the extent herein provided for.

10. Compliance With Laws

Buyer shall comply with all applicable laws, regulations, and ordinances including the US Foreign Corrupt Practices Act and UK Bribery Act. Buyer shall maintain in effect all the licenses, permissions, authorizations, consents, and permits that it needs to carry out its obligations under this Agreement. Buyer shall comply with all export and import laws of all countries involved in the sale of the Products under this Agreement or any resale of the Products by Buyer. Buyer assumes all responsibility for shipments of Products requiring any government import clearance. Seller may terminate this Agreement if any governmental authority imposes antidumping or countervailing duties or any other penalties on Products.

11. Assignment

Neither the contract created hereby, nor any of the rights or interests of Buyer hereunder, may be assigned, transferred or conveyed by Buyer, by operation of law or otherwise, except under the prior written consent of Seller. Any purported assignment or delegation in violation of this Section shall be null and void. No assignment or delegation relieves Buyer of any of its obligations under this Agreement.

12. Notices

Any notice, request, consent, demand or other communication given or required to be given under the contract created hereby shall be effective only if in writing and shall be deemed to have been given when mailed by first class registered or certified mail, postage prepaid, return receipt requested, addressed to Buyer at the address set forth on the face hereof and to the Director of Sales, with a copy to the General Counsel of Seller at the address set forth on the face hereof.

13. Indemnification

(a) Seller agrees to indemnify and hold Buyer harmless against all claims that the Products directly infringe any patent, copyright, trade secret or other intellectual property rights of third parties in the U.S. Seller shall assume the defense of any suit, action, proceeding or objection based on any such claim of infringement brought against Buyer specifically relating to the Products, by counsel retained at Seller's own expense, and shall pay any damages assessed against or otherwise payable by Buyer in any such suit as a result of the final judgement or settlement of any such claim, suit, action, proceeding or objection, provided Buyer, upon receiving notice thereof, promptly notifies Seller in writing of such claim or of the commencement of any such suit, action, proceeding or objection, or threats thereof, and Seller is afforded the opportunity, in its sole and absolute discretion, to determine the manner in which such claim, suit, action, proceeding or objection shall be handled or otherwise disposed of. Buyer shall give Seller the cooperation Seller requires, at Seller's sole cost and expense for all reasonable and direct costs and expenses incurred by Buyer, except for salaries of the employees of Buyer and fees and expenses of any counsel retained by Buyer in the defense of any such claim, suit, action, proceeding or objection. Notwithstanding the forgoing, Buyer may be represented in any such suit by its own counsel at its own cost and expense; provided however, that Buyer shall not consent to any judgment or decree in any such suit or pay or agree to pay any sum of money or agree to do any other act in compromise of any such claim of a third party without first obtaining Seller's written consent thereto.

(b) In the event that, as a result of an infringement claim covered by Paragraph (a) above, a preliminary or permanent injunction is issued against Buyer's continued utilization of the Products, Seller shall, at Seller's sole cost and expense, take any one of the following actions, in Seller's sole and absolute discretion: (i) procure for Buyer the right to continue its use of said Products; or (ii) modify the infringing Products so they become non-infringing; or (iii) authorize Buyer to return said enjoined Products theretofore sold to and paid for by the Buyer and agree to refund the Buyer the purchase price of the enjoined Products adjusted based on the amortization of the Products over the time of use by Buyer; and upon Seller's

fulfillment of (i), (ii) or (iii), Seller shall thereafter be relieved of any further obligation or liability, other than liability pursuant to Paragraph (a) above, to Buyer as a result of any such infringement. In no event shall Seller be liable for any award of enhanced damages or attorneys' fees not attributable to Seller, or for special, incidental, consequential or any other indirect damages or loss of profits suffered by Buyer due to any such claim of infringement.

(c) Notwithstanding any other provision herein or in any Buyer document related to Buyer's acquisition of the Products from Seller, Seller's obligations under Paragraphs (a) and (b) above shall not apply to: (i) any claims of infringement arising out of any designs, specifications, modifications originating with Buyer; (ii) the combination of the Products with other equipment not supplied by Seller or the process of production of manufactured goods using the Product; but, rather, in such cases, Buyer shall indemnify and hold Seller harmless and defend Seller against all claims of third parties in the United States in accordance with the terms and provisions hereof.

(d) THIS PARAGRAPH 13 SETS FORTH THE ENTIRE OBLIGATION AND LIABILITY OF SELLER FOR INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS RELATED TO THE PRODUCTS OR OTHERWISE RELATED TO THIS AGREEMENT.

14. Third Party Sales and Support

To the extent that Buyer is purchasing non-Seller products manufactured (in case of hardware) or licensed/offered for access (in case of software) by third parties ("Third Parties"), Buyer acknowledges that Seller is not responsible for the quality, warranty, or support of such Third Party products beyond installation and acceptance. Buyer is to work directly with the respective Third Party's service organization upon completion of installation and acceptance in support of such Third Party products. SELLER DISCLAIMS ANY AND ALL LIABILITY, INCLUDING ANY EXPRESS OR IMPLIED WARRANTIES, WHETHER ORAL OR WRITTEN, FOR SUCH THIRD PARTY PRODUCTS. BUYER ACKNOWLEDGES THAT NO REPRESENTATION HAS BEEN MADE BY SELLER AS TO THE FITNESS OF THE THIRD PARTY PRODUCTS FOR THE BUYER'S INTENDED PURPOSE.

15. Governing Law and Dispute Resolution

This contract and performance hereunder, shall be governed by and construed in accordance with the laws of the State of New York without regard to the conflict of laws principles thereof. The parties hereby agree that any and all causes of action arising under this Agreement shall be brought only in the United States Federal District Court for the Southern District of New York or, if the United States Federal District Court does not have jurisdiction, the Supreme Court of New York County, and the parties hereby submit to the

jurisdiction of said Court, and agree not to object to the venue nor the convenience of the forum. The parties agree that the 1980 United Nations Convention on Contracts for the International Sales of Goods, as amended to date, shall not apply to this contract.

16. Confidential Information

All non-public, confidential or proprietary information of Seller, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Seller to Buyer, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with this Agreement is confidential, solely for the use of performing this Agreement and may not be disclosed or copied unless authorized in advance by Seller in writing. Upon Seller's request, Buyer shall promptly return all documents and other materials received from Seller. Seller shall be entitled to injunctive relief for any violation of this Section. This Section does not apply to information that is: (a) in the public domain; (b) known to Buyer at the time of disclosure; or (c) rightfully obtained by Buyer on a non-confidential basis from a third party.

17. U.S. Government Work

(a) The following provision applies only to direct sales by Company to the US Government. The parties acknowledge that Products ordered and delivered under this Agreement are Commercial Items as defined under Part 12 of the Federal Acquisition Regulation (FAR). In particular, Seller agrees to be bound only by those Federal contracting clauses that apply to "commercial" suppliers and that are contained in FAR 52.212-5 (a).

This provision applies only to indirect sales by Seller to the US Government. Products shall not be resold to or used in work for any government entity, unless notated on initial Purchase Order or Contract to Seller.

(b) As a Commercial Item Subcontractor, Seller accepts only the following mandatory FAR flow down provisions: 52.222-26; 52.222-35; 52.222-36; 52.222-21; 52.222-55; 52.222-62. If the sale of the Products is in connection with a U.S. Government contract, Customer certifies that it has provided and will provide current, accurate, and complete information, representations and certifications to all government officials, including but not limited to the contracting officer and officials of the Small Business Administration, on all matters related to the prime contract, including but not limited to all aspects of its ownership, eligibility, and performance.

18. Miscellaneous

(a) Relationship of the Parties. The relationship between the parties is that of independent contractors. Nothing contained in this Agreement shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment, or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

(b) No Third-Party Beneficiaries. This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

(c) Severability. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

(d) Survival. Provisions of these Terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Quotation, including, but not limited to, the following provisions: Compliance with Laws, Confidential Information, Governing Law, and Survival.

(e) Amendment and Modification. These Terms may only be amended or modified in a writing stating specifically that it amends these Terms and is signed by an authorized representative of each party.

(f) Waiver. No waiver by Seller of any of the provisions of this Agreement is effective unless explicitly set forth in writing and signed by Seller. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement operates, or may be construed, as a waiver thereof. No single or partial exercise of any right, remedy, power, or privilege hereunder precludes any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.