

PANASONIC FACTORY SOLUTIONS COMPANY OF AMERICA
Unit of Panasonic Corporation of North America
1701 Golf Road, Suite 3-1200 Rolling Meadows, IL 60008

PANASONIC ELECTRONIC ASSEMBLY SYSTEMS
TERMS AND CONDITIONS FOR OUT-OF-WARRANTY SERVICE/MAINTENANCE

Panasonic Factory Solutions Company of America, Unit of Panasonic Corporation of North America (“PFSA”), is presently offering fault diagnosis and repair services for its PANASONIC Electronic Assembly Systems (“Systems”) upon the following terms and conditions. PFSA reserves the right, in its sole and absolute discretion, at any time to discontinue the availability of any fault diagnosis and repair services offered hereunder or to modify the terms and conditions, including, without limitation, the charges therefor, under which any of such services are to be offered. By requesting any fault diagnosis and repair services from PFSA, a System owner (“Owner”) thereby unconditionally accepts PFSA’s terms and conditions pertaining to the provision of such services.

1) If Owner desires fault diagnosis and repair service, Owner must contact PFSA at the phone number or address provided to Owner at the time of Owner’s purchase of the System(s) or as thereafter changed by PFSA. Owner shall notify PFSA of the nature of the problem, and the locations of the System(s) to be serviced. Although PFSA will attempt to have its service personnel arrive at the work site within forty-eight (48) hours after receiving notification from Owner, actual response time will depend upon manpower availability, and may also be delayed due to factors outside of PFSA’s control, and PFSA makes no guarantees with respect to actual response or completion time.

2)

a) With respect to each service call made by PFSA, Owner will be responsible for payment to PFSA of the following charges:

- i) Travel and living expenses of PFSA service personnel, to be billed at actual cost, and
- ii) Parts, to be billed at the then current published PFSA prices therefor, and
- iii) Labor Charges –
 - Regular business hours
 - Monday –Friday (8:00AM-5:0PM) Call for hourly charge
 - Overtime Call for hourly charge
 - Saturday, Sunday and PFSA holiday Call for hourly charge
 - Travel time Call for hourly charge

HOURLY RATES WILL BE PROVIDED BY CALLING THE PANASONIC SERVICE CENTER
@ 847 637 9700

b) Owners requesting a service call will be charged the labor charge for a minimum time per service call of four (4) hours (at the rate set forth in Paragraph 2(a) above which is applicable to the time the service call was scheduled to commence) even if the time actually spent on the call by PFSA’s service personnel is less than such minimum time, or in the event that the Owner cancels the call after dispatch of PFSA service personnel.

c) PFSA shall render its bill to Owner after completion of each service call. In addition to the charges calculated pursuant to Paragraph 2(a) above, each bill will reflect the amount of any applicable taxes, or similar charges or assessments (unless Owner has provided PFSA with an appropriate tax exemption certificate). Owner must pay each bill within thirty (30) days of receipt, and failure to do so may, in addition to PFSA’s resort to appropriate legal remedies, result in suspension of future service calls by PFSA.

- d) PFSA may offer, from time to time, pre-paid service plans to Owners of System(s); inquiries should be directed to PFSA.
- 3)
 - a) PFSA shall provide all tools, equipment, parts and labor necessary to service and repair the System(s). Owner shall cooperate fully with PFSA in order to enable PFSA to perform such service and repair, including, without limitation, Owner's provision of (i) access to the System(s), (ii) a safe working environment, and (iii) all necessary utilities.
 - b) PFSA shall not be responsible for repairing cosmetic damages (e.g., paint scratches) to the System(s). PFSA may, in its sole and absolute discretion, refuse to provide any fault diagnosis and repair service if Owner has failed to perform preventative maintenance on the System(s) in accordance with the schedule therefor set forth in the applicable owner's manual, or if, in PFSA's sole and final determination, Owner has abused, misused, neglected, mishandled, misapplied, modified or altered the System(s).
- 4)
 - a) Owner understand and agrees that PFSA is not an insurer and that insurance, if any, covering PFSA's failure to render any fault diagnosis or repair service in a timely and/or proper manner shall be obtained by Owner at Owner's sole cost and expense, and that the compensation payable by Owner to PFSA pursuant to Paragraph 2 above is based solely upon the value of the services to be provided to Owner by PFSA.
 - b) PFSA MAKES NO WARRANTIES, GUARANTEES OR REPRESENTATIONS, EXPRESS OR IMPLIED, WITH RESPECT TO ANY FAULT DIAGNOSIS OR REPAIR SERVICE TO BE PROVIDED BY PFSA, AND OWNER HEREBY EXPRESSLY WAIVES ANY WARRANTIES, GUARANTEES OR REPRESENTATIONS, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. The employees and agents of PFSA are not authorized to make any warranties binding on PFSA; accordingly, additional statements, whether oral or written, do not constitute warranties and should not be relied upon by Owner. PFSA assumes no risks of, and shall not, except as otherwise provided in Paragraph 4(c) below, in any case be liable for, any direct, special, incidental or consequential damages, or any other indirect damages, arising from breach of contract, negligence or any other legal theory, including, without limitation, loss of goodwill, profits or revenue, loss of use of the System(s) or any associated equipment, cost of capital, cost of any substitute equipment, facilities or services or downtime costs, or claims of any party dealing with Owner for such damages, in connection with, or resulting from, any fault diagnosis or repair service performed by PFSA
 - c) Anything in Paragraphs 4(a) and 4(b) to the contrary notwithstanding, if PFSA shall be found to be liable for any loss, damage or injury of whatsoever kind to Owner due to failure by PFSA to render any particular necessary fault diagnosis or repair service in a timely and/or proper manner, Owner agrees that it would be impractical and extremely difficult to ascertain the actual damages, if any, which proximately result to Owner from any such failure of PFSA and, therefore, Owner agrees that PFSA's liability shall be limited to a sum equal to the compensation paid to PFSA for the particular fault diagnosis or repair service. The provisions of this paragraph shall constitute Owner's exclusive remedy with respect to any particular fault diagnosis or repair service and shall apply to any loss, damage or injury of whatsoever kind to Owner irrespective of cause or origin, or, if it results in loss, damage, or injury directly or indirectly to a person or property, from the negligence, active or otherwise, of PFSA, its agents or employees.
 - d) No suit or action arising out of PFSA's performance of any fault diagnosis or repair service shall be brought against PFSA more than six (6) months after PFSA shall have rendered such service.
- 5)
 - a) These terms and conditions set forth the entire understanding, and hereby supersede any and all prior agreements, oral or written, heretofore made, between the parties with respect to the subject matter hereof, and there are no representations, warranties, covenants agreements or collateral understandings,

oral or otherwise express or implied, affecting these terms and conditions which are not expressly set forth herein.

- b) No delay on the part of either party in exercising any of its respective rights hereunder or the failure to exercise such rights, nor the acquiescence in, or waiver of, a breach of these terms and conditions shall constitute a waiver for such rights or acquiescence thereto except in the specific instance for which it was given.
- c) None of these terms and conditions shall be held to have been waived, varied, modified or altered by any act, course of conduct or knowledge of either party, their respective agents, servants or employees, and these terms and conditions may not be changed, waived, varied or modified except by a document in writing signed by a duly authorized representative of PFSA.
- 6) These terms and conditions and the performance hereunder shall be governed, construed and interpreted by and under the laws of the State of New York without regard to its conflict-of-laws rules.

11/2013