

TOUGHBOOK ProTect Hardware Service Bundle (3 Years)

Terms and Conditions

Panasonic Connect Europe GmbH

Version 1.1

Table of Contents

- A. Introduction 3
 - A.1 Overview 3
 - A.2 Goal 3
 - A.3 Panasonic Service Centre – Facilities and Functions 3
- B. Contacts 4
 - B.1 General Contact Information 4
 - B.2 Address 4
 - B.3 Web page 4
 - B.4 Help desk phone numbers 4
- C. Hardware Service Information 5
 - C.1 Overview 5
 - C.2 Scope ProTect Hardware Service Bundle 6
 - C.4 Service Conditions 6
 - C.5 Scope and Performance of ProTect Hardware Services 7
 - C.6 Collect and Return 8
 - C.7 Limited Service on Data Storage Media 8
 - C.8 Exclusions from the Service 8
- D. Reporting a Hardware Fault 10
 - D.1 Data Storage Media 10
 - D.2 Logging a Service Call 10
- E. In Service Repair Procedure 11
- F. Out of Service Repair Procedure 12
- G. Invoicing and Payments 13
 - G.1 Retention of Title 13
 - G.2 Payment Terms 13
 - G.3 Late Payment 13
 - G.4 Compensation of all relevant recovery costs 13
- H. Escalation 13
 - H.1 Service Escalation 13
 - H.2 Issue Definition 14
 - H.3 Legal Terms 14

A. Introduction

A.1 Overview

This document describes the service level provided in form of the ProTect Hardware Service Bundle by the European TOUGHBOOK Service Centres on behalf of Panasonic Connect Europe GmbH (hereafter called “Panasonic”) to the TOUGHBOOK Customers during the 3-year service period, which is connected as an integrated part to the purchase of the hardware product at the time of a purchase of a Panasonic TOUGHBOOK device. All processes and procedures are explained in order to provide a guide for the interactions between Panasonic and the Customer.

Services are provided and centrally coordinated by the Central European TOUGHBOOK Service Centre at Panasonic Manufacturing UK Ltd. in Cardiff, Wales.

Service of TOUGHBOOK products can be carried out by a Panasonic Service Centre or by a Panasonic Authorised Service partner only.

A.2 Goal

Panasonic will provide the ProTect Hardware Service Bundle and support for all Panasonic TOUGHBOOK devices sold within the European Economic Area (EEA), Switzerland, Turkey and the United Kingdom based upon this document respectively (See Section C.). During the 3-year service period, Panasonic offers a distinct service bundle, always offered only in combination with the purchased Panasonic TOUGHBOOK device and at the point in time, the product is purchased (integrated part of the hardware product).

A.3 Panasonic Service Centre – Facilities and Functions

→ **Help desk**

The help desk will be the first point of contact if a unit is found to be defective. Any queries will be answered by the help desk and any arrangements can be made for a unit to be returned to Panasonic for a repair.

→ **Service Office**

Dealing with all aspects of the administration and customer care, they will be your escalation point if you were to need further support or are not happy with any aspect of our service to you.

→ **Logistics**

The Logistics team is dedicated to receiving and sending out laptops in a safe and controlled way, using our logistics partner.

→ **Warehouse**

We hold a wide range of spare parts that allow us to have faster response times and ensure the best availability for repairs.

→ **Workshop**

The workshop consists of a team of engineers and technical specialists in Panasonic TOUGHBOOK, who can diagnose and repair a wide range of faults and defects in the full range of Toughbook devices. They receive intensive training on all technologies used in Panasonic TOUGHBOOK products. Panasonic also benefit from a dedicated support route to our Design and R&D (Research & Development) Teams in UK/Japan.

→ **Customer Service Sales Engineers**

Our Customer Service Sales Engineers will ensure that our service is at your convenience.

B. Contacts

B.1 General Contact Information

Main Office Telephone Number +44 (0) 2920 542 150

Main Office Fax Number +44 (0) 2920 736 250

B.2 Address

TOUGHBOOK European Service Centre
Panasonic Manufacturing (UK) Ltd
Wyncliffe Road
Pentwyn Industrial Estate
Cardiff
CF23 7XB
United Kingdom

B.3 Web page

<http://www.toughbook.eu>

TOUGHBOOK Service Cloud <https://toughbook.custhelp.com/app/home>

B.4 Help desk phone numbers

English +44 (0) 8000884324

French +33 (0) 805636449

German +49 (0) 8007235211

Italian +39 (0) 800986915

Spanish +34 (0) 900997990

Switzerland ITF +41(0) 800002429 (German)

Switzerland ITF +41(0) 800588017 (French)

E-mail address: toughbooksupport@eu.panasonic.com

The Help desk is available Monday to Friday, 8:00 – 17:00 GMT (All Bank holidays in the relevant countries are covered, closed for Christmas Day, Boxing Day and New Year`s Day). Maybe subject to change at the discretion of Panasonic.

C. Hardware Service Information

C.1 Overview

TOUGHBOOK (As packed in the original box)		
TOUGHBOOK Products and AC adapters	All Laptop, Tablet	3 years
TOUGHBOOK Products and AC adapters	Handheld Products	1 year
Components (mechanical & electrical)	Internal drives, Display, HDD, Connectors, Ports, Standard keyboard, Touchpad, Mouse pad, Touch screen, Modem, Main board/Processor, Circuit board, Speakers	3 years for all laptops and tablets/ 1 year for handhelds
Consumables	Battery*, LCD protective film, Stylus etc	6 months
ACCESSORIES (Delivered separately to original box or on separate order)		
Car chargers		1 year
Battery chargers		
Port replicators		
Cradles / Docks		
External drives		
Cables		
Additional AC adapters or media bay devices		
Additional memory modules (after sales purchase of the TOUGHBOOK)		
Carrying Solutions (i.e. Hand straps)		
Any other accessory		
CONSUMABLES (Delivered separately to original box or on separate order)		
Additional Batteries*		6 months
Additional Pens		
LCD Protective Film		
Carrying Handle		
Any other Consumable		

*A battery is considered good if it maintains 50% of its charge capacity during the service period. If a battery is returned under this T&Cs and testing determines that it has charge capacity greater than 50%, the battery will be returned with an invoice for administration and logistics charges. ProTect Hardware Service Bundles are also available for batteries, when purchased in combination with, as an integrated of the hardware product.

Service Availability & Continuity

Please note that Service Repair and Spare Parts availability is at Panasonic's discretion.

For End-of-Life devices Panasonic will endeavour to provide spare parts and to ensure continuity of service for up to a maximum of 5-years for in-service devices in line with typical standard service usage. However, in certain circumstances, parts may become End-of-Life and unobtainable before the model series has entered its End-of-Life period. In such circumstances, where the device is still under service, Panasonic will offer the best possible alternative.

C.2 Scope ProTect Hardware Service Bundle

The ProTect Hardware Service Bundle covered in this document is necessarily connected to the fixed service period indicated on the previous table in section C.1, contrary to the so-called ProTect PLUS Services, which is a separate Panasonic offer, not covered in this document.

The ProTect Hardware Service Bundle is an integrated part of the purchase of the hardware product and it is not possible to extend the duration of the service period of the ProTect Hardware Service Bundle at a later point in time. No separate consideration is agreed for the ProTect Hardware Service Bundle and it will not be possible to reclaim any portion of the purchase price of the hardware product, should the ProTect Hardware Service Bundle in the specific use case of the TOUGHBOOK customer actually not be required to be used by the TOUGHBOOK Customer, because a separate portion of the purchase price of the hardware product is not assigned to the ProTect Hardware Service Bundle.

The ProTect Hardware Service Bundle does not include maintenance services (any additional proactive or predictive measure to avoid failure of the Product). Any maintenance service can only be purchased and agreed separately under the maintenance services of TOUGHBOOK ProTect PLUS Services, which have separate terms and conditions.

C.3 Definitions

1. **Service period** means the period agreed under this document, at the point in time of the purchase of the product.
2. **ProTect Hardware Service Bundle** or **ProTect Hardware Services** means the services as defined under C.1, C.2 and C.5 . Maintenance services are not in the scope of the ProTect Hardware Service Bundle.
3. **Repairer** means Panasonic Service Centre, or any other Authorised Service Centre.
4. **We/Us/Our** means Panasonic Connect Europe GmbH (Panasonic).
5. **Wear and Tear** means the gradual deterioration associated with normal use and age of the TOUGHBOOK and its components.
6. **You/Your/Yourself** means the customer.
7. **Product** means TOUGHBOOK device.
8. **End of life** means that the TOUGHBOOK Product concerned is discontinued and is no longer manufactured and/or sold by Panasonic Connect Europe GmbH

C.4 Service Conditions

The TOUGHBOOK ProTect Hardware Service starts at point of receipt by end user which is verified by the model and/or serial number. Proof of purchase may be requested.

Hardware service claims must be reported immediately following the discovery of the fault to the Repairer help desk.

C.5 Scope and Performance of ProTect Hardware Services

Panasonic will render the ProTect Hardware Service Bundle during the service period and repair the product (other than software, which is defined in clause C.8) with new or refurbished parts, in the event of a defect in materials or workmanship.

The service is limited to the manufacture of the hardware features and the condition of the original product prior to the defect. For this, it is sufficient when the affected product fulfils the test requirements in accordance with the Panasonic specifications for the original product in accordance with the product data sheet.

This service only applies to new products purchased in the European Economic Area (EEA), Switzerland, Turkey and the United Kingdom.

Panasonic will endeavor to process service repairs within 5 working days from collection of the faulty device.

This service only covers failures due to defects in materials or workmanship that occur during normal use during the hardware service term. Exclusions from this hardware service can be found at C.8.

The service does not include the restoration of customer data or software. Neither Panasonic Connect Europe GmbH nor Panasonic Manufacturing UK Ltd, nor any other company within Panasonic Group - accepts any liability for the lost data or software. Faulty parts shall be replaced with new or refurbished parts. The faulty parts removed from a product as part of a service case (or the original faulty unit in the case of a replacement being supplied) shall become the property of Panasonic. These parts can be returned to the end user upon request, and the repair will be deemed to be an out of service repair, for which Panasonic is then entitled to charge a corresponding amount.

For the Panasonic parts used in hardware service cases, the remaining service period of the repair device still applies, should these parts be installed in a product.

For the Panasonic parts used in out of service cases, there is a 90-Day service on the repair and spare parts used.

Please note: For EOL device or EOL replacement part Panasonic will use best endeavors to support.

For data storage media and specific components, only the limited scope described in clause C.7 of these terms and conditions shall apply.

Hardware services shall be provided by the Repairer during the working hours specified locally. The working hours may differ depending on national or regional customs.

Turkey only: For Turkey only there is a 6 months service on the repair and spare parts used. With regards to out of service repairs, if a fault occurs on the repaired or replaced product attributable to the services, maintenance, repair or mounting of the device within 1 year from the repair/replacement, no payment from the customer will be made unless due to customer misuse. Any replaced product will be limited by the service term of the sold product.

C.6 Collect and Return

The customer reports a defective device to the help desk over the telephone or via TOUGHBOOK Service Cloud. If the help desk cannot solve a problem over the telephone, the customer will be referred to TOUGHBOOK Service Cloud to log the repair request. The transportation cost both ways, the costs for the materials/spare parts and the labour costs shall be borne by Panasonic subject to the scope and performance of the services as stated above. Panasonic will arrange to collect and return the unit to and from any specified address within the EEA, Switzerland, Turkey and the United Kingdom in which the customer is located.

C.7 Limited Service on Data Storage Media

Data Storage Media is the media on which the Operating System, drivers and programs ("Programs") originally installed by Panasonic on the main unit are stored. This media is installed on the HDD or SSD for recovery processes.

Any application software is not the subject of this service. Panasonic does not warrant that the functions contained in the application software will meet your requirements or that the operation of the Programs will be uninterrupted or error free.

Panasonic shall have no obligation for any defects in the disk(s) or other media on which the Programs are furnished resulting from your storage thereof, or for defects that have been caused by operation of the disk(s) or other media otherwise than on the Product or in the environment conditions other than those specified by Panasonic by alteration, accident, misuse, abuse, neglect, mishandling, misapplication, installation, maladjustment of consumer controls, improper maintenance, modification or damage that is attributable to acts of God. In addition, Panasonic shall have no obligation for any defects in the disk(s) or other media if you have modified or attempted to modify any Program.

C.8 Exclusions from the Service

The following points are NOT covered by the ProTect Hardware Service:

Any repair or attempt to repair the product by anyone other than a certified technician from a Panasonic Authorised Repair Centre will deem the T&Cs null and void.

No Fault Found (NFF)

Any costs incurred where it is found that the Product is functioning normally ("No Fault Found"). Panasonic reserves the right to charge the logistics cost and inspection fee for every NFF case directly to the customer.

Theft / Loss

Loss of use or theft of the Product or consequential loss of any kind.

Third Party Fees

Any associated charges levied by any provider to you.

Repairs and maintenance carried out by anyone other than the Repairer.

Tolerance on LCD defect

Some displays may contain isolated illuminated or dark pixels as an artefact of the manufacturing process. Panasonic do not cover LCD faults where the LCD has more than 99.998% of its pixels operating properly.

"Image retention" or "Ghosting". This type of image retention is characterized by artifacts belonging to a previous image being left over after changing the image on the LCD.

*Image persistence artifacts can be prevented by using the screen saver feature on your system.

Negligence, abuse, misuse, impact damage

Failures caused by negligence, abuse or misuse in respect of the Product including but not limited to:

- failure to use or site the Product in accordance with our instructions and failure to follow maintenance and storage recommendations;
- the use of accessories or equipment not suitable for use or incorrect connections of signal leads or application of incorrect electrical supply;
- the use of non-approved Panasonic 3rd party accessories, including but not limited to vehicle docks, mounting solutions, straps, cases, bags and power accessories;
- the improper connection to accessories or other peripherals;
- the introduction of liquid or other foreign matter into the unit;
- faulty software or programming or electrical power surge or fluctuation.
- the cost incurred by improper installation, operation, maintenance, overhaul or modification.
- Impact damage, e.g. external forces, accidents.

Wear and Tear

The cost of remedying or making good solely due to:

- Wear and Tear, gradual deterioration or oxidisation, gradually developing defects, cracks, flaws or fractures;
- Scratching or chipping of any surfaces.

War Risk and Terrorism

Failures directly or indirectly caused by or contributed to or arising from war, invasion, act of foreign enemy, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power.

Nuclear Risk

Failures directly or indirectly caused by or contributed to or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste, from the combustion of nuclear fuel, or the radioactive, toxic, explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof.

Sonic Booms

Failures directly or indirectly caused by, contributed to or arising from pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds.

Environmental Influences

Failures directly or indirectly caused by, contributed to or arising from environmental influences (electrical storms, magnetic fields etc.).

Data

Loss of or damage to external data carrying material and the value to you of data stored on your Product, external data carrying materials and any computer program or data information recorded thereon unless stated above.

Mobile Networks

Mobile network upgrades can cause incompatibility resulting in connectivity issues, Panasonic cannot be held responsible for 3rd party networks and has no control over these or such upgrades and is not responsible for its availability.

Virus

This service does not cover loss, damage, destruction, distortion, erasure, corruption or alteration of electronic data from any Computer Virus or similar mechanism or as a result of any failure of the Internet, or loss of use, reduction in functionality, cost, expense of whatsoever nature resulting there from, regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

Software and Settings

The costs of rectifying programming errors or design defects in software.

The maladjustment of consumer controls such as function settings including, but not limited to, corporate or personal passwords.

Manufacturer's Exclusion

Products whose serial number has been removed making the unit service condition impossible to clearly determine.

D. Reporting a Hardware Fault

To report a hardware fault on your Product or accessory, please follow the procedure in section D.2.

D.1 Data Storage Media

The Repairer will not be responsible for damage to or loss of any programs, data, or removable storage media.

The only effective protection for data stored on a Product such as on a hard disk is the regular backing up of that data by the Purchaser. The Repairer and its Authorised Service Partners shall not be responsible for any software programs, data or other information stored or used on any media or part of any Product returned to the Repairer for Service or other repair including the costs of recovering such programs or data. If during the Service or repair of the Product the contents of the hard disk or any other data storage media are altered, deleted, modified or lost, the Repairer cannot be held liable. Storage media replaced under this service is supplied with the software loaded, as it would have been when shipped as a new unit from our factory. Replacement media will not contain software, which has been loaded by you the Customer, your supplier or any other third party.

We strongly recommend that you back up any important data prior to the Product being returned to the Repairer.

D.2 Logging a Service Call

- Please have the **full product model number** and **serial number** ready, as shown on the base of your Product.
- Confirm that the software or peripheral equipment such as a printer or modem etc. is not the cause of the problem.
- Panasonic recommend that you backup any data on your hard drive to avoid potential loss.

To log a hardware fault:

- Log onto <https://toughbook.custhelp.com> and go to 'Request a Repair'
- The Repairer will not accept return of Products without prior authorization i.e. a Reference number.

E. In Service Repair Procedure

Procedure Requesting a Repair

- Customer logs onto <https://toughbook.custhelp.com>, following the instructions to request a repair. Opening times are Monday to Friday, 08:00 – 17:00 GMT (All Bank holidays across the EU are covered, closed for Christmas Day, Boxing Day and New Year's Day). Maybe subject to change at the discretion of Panasonic.
- After successfully logging a repair Customer will receive a reference number.
- Whilst logging a unit for repair, the customer will need to supply the necessary information required for collection and return of the product including the address, contact name, phone number and email address, collection point, available pick-up and delivery times hours and invoicing address.
- Depending on the country, a transport box will be dispatched using one of the following methods:
- A dedicated courier of Panasonic will arrive with a transport box for the Product. The collection will be arranged at the specified collection point during business opening hours and from the specified consignee. Paperwork will be provided via email to the consignee.
- Panasonic will arrange delivery of a transport box to the customer's specified address the next working day. The collection will be arranged the next working day at the specified collection point during business opening hours and from the specified consignee. Paperwork will be provided via email to the consignee.
- The consignee needs to place the Product inside the transport box and hand it over to the courier. Any damage occurring during transit (if the box has not been packed correctly by the consignee) is not covered by Panasonic.
- In addition to the point above, it is the customer's responsibility to ensure the device is packed securely (either using the Panasonic provided box or own packaging materials) and that it is packaged in line with UN3481 P1967 e.g. max 2 batteries fitted to device in package.
- It is the customer's responsibility to ensure that the unit does not contain non-standard hardware, software including dual and military controlled items.
- Upon arrival, Panasonic will inspect the unit and will use all reasonable endeavors to repair the product within 48 hours of its receipt in our service centre if the repair is covered. Please note that Saturdays, Sundays and public holidays are not included.
- Panasonic will return the product to the address specified by the customer upon the satisfactory completion of the repair. Return shipment is free of charge. The Repairer will perform due testing and cleaning before sending the unit back. A repair report is included in the box with the repaired product and additional copies are available via Service Cloud or upon request, through the help desk.

F. Out of Service Repair Procedure

Quote Acceptance

- For each out-of-service repair, a quote will be issued. Acceptance or rejection of any quote must be made within 30 days in written form. The Product will not be repaired or returned until Panasonic receives approval or rejection of the quote.
- The European Directive 2000/35/EC allows the seller to retain Title of the Goods for a period of 3 months. If, after this time, Panasonic has taken all reasonable steps to contact the customer but has still not received specific instructions, Panasonic can contact the customer informing them of the intention to dispose of the goods in an appropriate manner.
- After receipt of the faulty unit by the Service Centre, the Repairer will perform a complete inspection and determine whether the fault is covered by the service or not. If the fault is not covered by the service, then a quote will be generated. This quote will cover the cost of parts, labour and shipping charges. For Turkey only a report including whether there is a fault arising from the customers misuse or not will be made by latest 20 days from receipt of the faulty unit.
- **Note:** The quote is our initial evaluation and further faults, or damaged parts may be found during the repair process or final tests. If any further out of service faults are discovered, you may be re-quoted.
- While the quote is pending, the turn-around-time defined in clause E is suspended.
- Payments for the repair of the units can be made via PayPal, via bank transfer or a service credit account (subject to a successful credit check). Details of these payment options are provided with the quote sent via email to the customer. If a credit account is set up with us, the customer needs to provide a Purchase Order Number (PO) on company headed notepaper, stating the complete invoicing address and contact details. Panasonic will reject PO Numbers submitted to us if the complete invoicing details of the company are missing.
- A rejected quote from the customer's side is subject to an Evaluation and Shipping charge. Details of this charge can be found on the supplied quote and payments can be made as stated above.
- Title of goods will immediately pass to Panasonic if a customer rejects a quote and instructs Panasonic to recycle the device on their behalf under the WEEE Directive 2012/19/EU.
- Panasonic will return the product to the address specified by the customer upon the satisfactory completion of the repair. The Repairer will perform due testing and cleaning before sending the unit back. A repair report is provided and additional copies are available via Service Cloud or upon request through the help desk.
- Panasonic will endeavor to process out of service repairs within 10 working days from the written quote approval.
- The invoice for the repair will be sent to the customer separately via email.

Special case: No Fault Found

In case of no fault found, the customer will receive notification via email and will then be required to cover the Evaluation and Shipping costs in order to receive the Product back. Payments for these charges can be made as stated above.

G. Invoicing and Payments

G.1 Retention of Title

If, after a period of 3 months Panasonic has taken all reasonable steps to contact the customer but has still not received specific instructions, Panasonic will contact the Customer informing them of the intention to environmentally dispose of goods held.

G.2 Payment Terms

Invoices must be paid within 30 days from invoice date.

G.3 Late Payment

There may be a statutory right in your country allowing to recover interest on any unpaid invoice (as per European Directive 2011/7/EU, in force from 15th March 2011). Unless otherwise agreed, we will apply that statutory right to that interest and the statutory rate will apply. No reminder may be necessary in order to collect interest on arrears, since late payment constitutes in itself a Breach of Contract that should be automatically sanctioned. The above clause will not apply to Turkey. In Turkey a written notice putting the debtor into default will be sent to the customer after the invoice due date. Receipt of the notice will be the start date of default interest payable. The debtor will be given reasonable time to make payment which will be stated in the notice. If this is not forthcoming, then executing proceedings will be initiated to recover the debt with interest.

G.4 Compensation of all relevant recovery costs

The Directive gives the right to Panasonic to claim full compensation for all relevant recovery costs, incurred when trying to obtain payment from their customers.

H. Escalation

H.1 Service Escalation

Level	Point of Contact
5.00	Customer Service Help Desk
4.00	Customer Service Team Leader
3.00	Customer Service Manager
2.00	MSBD EU Head of Operations
1.00	Head of MSBD EU

H.2 Issue Definition

5.00 Enquiry, Support, RMA Logging – Day to Day Issues

All enquiries should be directed to the Service Help Desk in the first instance. The Help Desk will deal with all day-to-day issues.

4.00 Quality of Service

All problems regarding the quality of service should be addressed to the second level of escalation. The Customer Service Team Leader will assist the customer in resolving these issues. Contact details can be obtained through the help desk.

3.00 Major Issues

Any major complaint about the customer service will be escalated to the Customer Service Manager. Contact details can be obtained through the help desk.

2.00 Critical Issues

Any critical issue will have to be escalated to the Head of Operation. Contact details can be obtained through the help desk.

1.0 Unresolved Critical Issues

Any unresolved critical issues will have to be escalated to the Head of MSBD EU. Contact details can be obtained through the help desk.

H.3 Legal Terms

Liability

We are fully liable for damages caused by us wilfully or by gross negligence, for damages to health or life or according to mandatory provisions of the Product Liability Law.

Notwithstanding any less stringent degree of liability provided by statutes our liability for negligent breach of fundamental contractual duties is limited to typical and foreseeable damages. Fundamental contractual duties are those obligations which are essential for a proper implementation of the terms and conditions and in whose observation you regularly and justly may trust.

Further claims are excluded.

Force Majeure

If performance is prevented or delayed in whole or in part by reason of any relevant government's prohibition of exportation or refusal to issue an export licence, an act of god, fire, flood, typhoon, tidal wave, earthquake, landslide, lightning, explosion, war or warlike conditions, blockade, embargo, strike, lockout, slowdown, sabotage or any other labour dispute, manufacturer's bankruptcy, plague or other pandemics, epidemics, quarantine, difficulty or increased expense in obtaining workmen, transportation, loading facilities, materials, goods or raw materials or any other causes beyond the reasonable control of Panasonic or its suppliers, Panasonic shall not be liable for any delay in shipment or for nondelivery of all or any part of the shipment or any failure to perform any of the obligations under this Agreement and the Customer is bound to accept the delayed shipment within a reasonable time, or to accept the cancellation of all or any part of the Services as the case may be.

Applicable Law / Venue

Notwithstanding any diverging mandatory law, these terms and conditions are subject to German law.

Frankfurt, Germany is stipulated as the exclusive venue for all disputes out of or in connection with these terms and conditions.