

TOUGHBOOK ProTect PLUS Infinity

Premium Full-Maintenance Service

Addendum to

**Terms and Conditions of
TOUGHBOOK ProTect Hardware
Service Bundle &
TOUGHBOOK ProTect PLUS**

Panasonic Connect Europe GmbH

Version 1.1

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A. Overview

This document describes the service level provided by the TOUGHBOOK European Service Centres on behalf of Panasonic Connect Europe GmbH (hereafter called “Panasonic”), covered by the premium full-maintenance service Infinity.

The purpose of Infinity is to provide a premium service, as a value-added service to the optional ProTect PLUS full-maintenance service.

TOUGHBOOKs are durable and designed to withstand heavy environmental impacts like dust, drop or other external impact introduced by operational job requirements. TOUGHBOOK Infinity aims to keep the workforce operational by providing a full-maintenance service if the protection on the TOUGHBOOK fails to prevent damage.

The TOUGHBOOK Infinity service is designed to cover the maintenance costs, repair costs, or, at Panasonic’s option, the replacement costs incurred as a result of the full-maintenance services defined in this document.

For the TOUGHBOOK Infinity service the TOUGHBOOK ProTect PLUS service is an integral part, which cannot be excluded.

B. Service Definitions of TOUGHBOOK Infinity

TOUGHBOOK Infinity is offered as an additional service module to the base offering of Toughbook ProTect PLUS full-maintenance services. The terms and conditions of ProTect PLUS also apply to this document.

Full-maintenance services under TOUGHBOOK Infinity means ongoing troubleshooting and maintenance, providing standard consumables related to the IP integrity necessary for operation of the TOUGHBOOK. Panasonic will perform repairs and adjustments necessary to keep TOUGHBOOK in good working order and to ensure that it operates as specified. This includes (preventive) repairs and adjustments required due to defects in materials or workmanship. Further specifics of the scope of full-maintenance Services are detailed below.

Panasonic will render Full Maintenance Services during the service period and repair the product (other than software, which is treated in a different section of this service) with new or refurbished parts, or, at our choice, replace the unit with an identical/or comparable unit. You will be covered for the repair or replacement up to the original purchase price of the individual unit.

Repair of the faulty unit will typically be performed within 2 working days from receipt by a Repairer but cannot be guaranteed.

If the Product suffers damage, we will repair it at no cost (including the parts and labour cost of repairing, and the logistics charges) or, should the Product be BER (Beyond Economical Repair), replace it with an identical or comparable unit, during the Period agreed, whilst the Product is within the Geographical Limits (C.5 of the Terms of ProTect Hardware Service Bundle), subject to the conditions and exclusions set out in these Terms and Conditions. This service covers the repair costs up to the original purchase price of the individual unit. Please note: Once this limit has been reached the cover will be transferred to ProTect PLUS service level for the remaining service period.

BER units will be replaced with an identical or comparable model from our current product range. Should the original model not be available due to it being previously discontinued (End

of Life), Panasonic will endeavour to provide a replacement but cannot be responsible for customer software compatibility. The remaining ProTect PLUS service will be transferred onto the new replacement unit. For this replacement device to reinstate Infinity cover, the service can be ordered again, which is subject to additional charges.

Negligence, abuse, misuse

Duty of Care

The customer must take all reasonable steps to prevent damage to the TOUGHBOOK product, including but not limited to:

- keeping the Product in a proper state of maintenance and repair by making use of the agreed maintenance services in line with Panasonic's instructions and maintenance recommendations;
- using the product in accordance with Panasonic's instructions and maintenance recommendations;
- providing at the customer's expense all details that Panasonic may require concerning the cause and amount of service issue.

The cause of any warning light or other warning indicator must be rectified as soon as is possible following the indication. The product must not be operated after any damage or incident if this could cause further damage to the product.

The customer must not act in a fraudulent manner. If the customer, or anyone acting for the customer claim for a repair under this service knowing the claim to be false, or fraudulently exaggerated, in any respect, or make a statement in support of a claim, knowing the statement to be false in any respect, or submit a document in support of a claim, knowing the document to be forged or false in any respect, or make a claim in respect of any loss or damage caused by willful act, or with connivance, the service shall be null and void.

C. Service Duration

The duration of the Infinity service can be agreed for 3, 4 or 5 years respectively.

The service must be agreed and ordered by the customer no later than 6 months after the receipt of the TOUGHBOOK device by the end user, which is verified by the model and/or serial number.