

Terms and Conditions for Switcher and Studio Camera PREMIUM PLUS Service Contracts

1. Definitions

- 1.1. "You", "Your" and "Customer" indicates the purchaser of this Service Agreement.
- 1.2. "We", "Us", "Our" and "Panasonic" indicate Panasonic System Communications Europe, a division of Panasonic Marketing Europe GmbH and its affiliate companies.
- 1.3. "Service Contract", "Service Agreement", "Service Plan" or "this Agreement" indicates this Switcher and Studio Camera Premium Plus Service Contract.
- 1.4. "Working Days" means Monday to Friday excluding weekends and UK public holidays.
- 1.5. "Working hours" means hours within 9am until 5pm CET time on a Working Day.

2. Validity – Service Period

- 2.1. The Service Plans outlined in Table 1 are available for a duration of either 3 or 5 years and must be purchased within 6 months from the original purchase date of the main units by their first end-user.
- 2.2. This Service Agreement is valid for the product serial numbers that were registered during activation (see point 3) OR for the replacement product serial numbers.
- 2.3. We reserve the right not to sell these Service Plans after the end of production date of the main unit.

3. Activation of Service Agreement

- 3.1. To activate this Agreement You must email Panasonic on premiumplus@eu.panasonic.com within 60 days from purchase date, quoting Your unique contract number (provided on the Certificate You will receive upon purchase) and purchase date, together with the model and serial number to be covered.
- 3.2. Following activation, Panasonic will issue a unique Contract reference number, which must be quoted in order to obtain Service under the Terms of this agreement.

4. Country and Language Support

- 4.1. This Contract is available for the following areas: European Union, European Economic Area and Switzerland.
- 4.2. We will provide First Level Support in English, German, French, Spanish, and Italian; however, for escalation to Second Tier Technical Support, the support language is English.

5. Exclusions from this Agreement

- 5.1. Unless otherwise stated in Annex 1, the Premium Plus Service Contract does not cover the following:
 - 5.1.1. Installation, configuration and on-site support;
 - 5.1.2. Support of customer's network;
 - 5.1.3. Any Exclusions listed in point 6 of the Standard Warranty Conditions in Annex 2;
 - 5.1.4. Defects caused by failure to comply with the Service guidelines as defined in the official Service documentation provided during the 2-day Training session with Panasonic.
- 5.2. If service has been requested or provided for any of the above, this will be provided on a chargeable basis in line with the Terms and Conditions for the provision of services for Professional AV Products. The charges applicable will be listed on the invoice We will issue to you for the services and, if applicable, replacement parts provided. Any charges shall be paid within 30 days after date of invoice without any deductions. For delay in payment, interest of 5% over the current basic interest rate shall become due. All other statutory or contractual claims for delay in payment remain unaffected.

6. Liability

- 6.1. Panasonic shall not be held liable for failure or delay in the performance of any obligation under this Service Agreement caused by any circumstances outside its reasonable control, such as, but not limited to, fire, flood, war, industrial dispute, government action, or regulations, or failure or delay on the part of the suppliers or sub-contractors (e.g. Courier).
- 6.2. The purchaser's sole and exclusive remedy against Panasonic under this Service Agreement is for Services detailed in Table 1. No other remedy, including, without limitation, any claim for incidental or consequential damage or loss of whatsoever nature, shall be available to the purchaser.
- 6.3. The Premium Plus Service Contracts exist in addition to the statutory and/or contractual dealer warranty and do not in any way restrict Your rights as a buyer out of such warranty or under any applicable consumer protection law. Standard Warranty Terms and Conditions can be found in Annex 2.

- 6.4. We will use all reasonable endeavours to meet any deadlines specified in Table 1, but any such deadlines shall be an estimate only and time shall not be of the essence for performance of the Services.

7. Cancellation

- 7.1. This Service Agreement and its registration can be cancelled or amended within sixty (60) days of purchasing it, providing no claim has been made. Should You decide to cancel it You need to send a written notification to the original supplier who sold you this Studio Camera and Switcher Service Contract. On cancellation, You will receive a full refund.
- 7.2. Panasonic shall have the right, at any time, by giving written notice, to terminate the agreement with immediate effect, if any of the following events occurs:
- 7.2.1. You commit a material breach of this Premium Plus Service Contract and (if such breach is remediable) fail to remedy that breach within a period of 14 days of being notified in writing to do so; or
- 7.2.2. You give Us false or misleading information;
- 7.2.3. You commence debt rescheduling proceedings, composition with creditors, bankruptcy, or any other form of creditor intervention or We otherwise have reason to believe You are unable to pay Your debts.

8. Data Privacy

- 8.1. All personal information provided by You when activating the Service Agreement or when making a claim under this Agreement will be maintained and used in accordance with the Panasonic Privacy policy available at <https://business.panasonic.co.uk/privacy-policy>.

9. General

- 9.1. Panasonic may at any time subcontract or delegate in any manner any or all of its rights and obligations under this Agreement to any third party or agent, including authorised service centres.
- 9.2. All Intellectual Property Rights in or arising out of the Service, including in any software provided, shall remain the property of Panasonic.
- 9.3. Should any provision of this Agreement be or become ineffective, this shall not affect the legal effectiveness of the remaining provisions hereof. Such ineffective provision shall be deemed replaced by an effective provision which comes as close as possible to the parties' economic intent.
- 9.4. This Service Agreement and any dispute or claim arising out of or in connection with it or its formation shall be governed by and construed in accordance with German Law. The courts of Hamburg, Germany, shall have exclusive jurisdiction to settle any dispute or claims arising out of this Service Agreement or in connection with it or its formation.
- 9.5. In case of any discrepancy or inconsistency between the "Terms and Conditions for Switcher and Studio Camera PREMIUM PLUS Service Contracts" and the "Pan European Guarantee Conditions for Broadcast Products", the "Terms and Conditions for Switcher and Studio Camera PREMIUM PLUS Service Contracts" shall prevail.
- 9.6. In this Service Agreement, "Panasonic" means the company identified below:
Panasonic System Communications Company Europe
a division of Panasonic Marketing Europe GmbH
Hagenauer Strasse 43,
65203 Wiesbaden
Germany

TABLE 1

Following 3 Plans are available, consisting of the following Services, see Annex 1 for detailed Terms:

	Plan 1	Plan 2	Plan 3
A) Increased Standard Warranty from 2 to 3 years	*	*	*
B) Technical Training: 2-day fault-finding and repair training seminar	*	*	*
C) Provision of Service documentation including service manuals, parts list and technical updates	*	*	*
D) Priority Access to Our technical Specialists for repair fault analysis	*	*	*
E) Expedited spare parts supply for in-warranty failures with next day delivery		*	
F) Spare Parts KIT and Replenishment of parts used from KIT			*
G) Optional Warranty Extension		*	*

ANNEX 1

1. Services Provided under this Service Agreement

A. Increased Standard Warranty from 2 to 3 years

By purchasing any of the Service Plans listed in Table 1, the guarantee period is upgraded from 24 to 36 months for models AK-HC3500, AK-HC3800, AK-HCU200, AK-HCU355, AK-HRP200, AK-HRP935, AK-HVF70, AV-HS60U1/U2, AV-HS60C1/C2, AV-HS60C4 and AV-HS60C3. The remaining models AK-UC3000, AK-UC4000, AK-HC5000, AK-UCU500, AK-UCU600, AK-HRP1000, AK-HRP1005 and AK-HVF100 are covered by 36 months warranty.

B. Technical Training: 2-day fault-finding and repair training seminar

By purchasing any of the Service Plans listed in Table 1, upon activation of the Service Agreement (see point 3) We will contact You to arrange a mutually acceptable date for the provision of the 2-day on-site training session. The customer must provide an environment suitable for the delivery of the training. The Training will be performed on the customer's equipment. Panasonic will issue a Training Certificate and maintain a Training record of all the attendants.

C. Provision of Service documentation including service manual, parts lists and technical updates

During the technical training **described in clause 1.B. above**, We will provide You with service manuals, parts lists and technical updates in electronic format and provide access to Our dedicated Support Website for additional updates.

D. Priority Access to Our technical Specialists for repair fault analysis

All engineers successfully completing the training session **described in clause 1.B. above**, will be given priority access to Our technical Specialists (in English language only) who target to make contact within 2 Working Hours of receipt of the call or email to provide Technical Support, Remote Firmware Updates and Remote Assistance.

E. Expedited spare parts supply for in-warranty failures with next day delivery

If you have purchased a **Plan 2 Service Contract**, should Our Technical Team determine that You need replacement parts, these will be shipped direct to You, to one single destination from Our central stock. All key parts (e.g. main PCBs etc.) are available from our central stock. Any requested parts not always kept in stock (e.g. cosmetic parts etc.), will be ordered from Japan with expedited delivery. All parts available in our central stock, which are requested before 14.30 CET on a Working Day, will be shipped for delivery the next Working Day.

F. Spare Parts KIT and Replenishment of parts used from KIT:

- i. Upon purchase of a Plan 3 Service Contract, Panasonic will provide a KIT containing key parts (e.g. PCBs) to be retained at the customer's service location in order to enable same day repairs by the customer.
- ii. If a part from the KIT has been used to repair an in-warranty fault (see ANNEX 2 for Warranty Terms and Conditions), the customer must contact Our Helpdesk on premiumcontract.support@eu.panasonic.com to arrange collection of the faulty part.
- iii. On receipt, Panasonic will test the defective part. If the defects are not due to an inherent manufacturing or design fault, Panasonic will inform the Customer of this and charge for the repair/replacement of the defective part. If the fault is covered by the warranty, We will ship a replacement part to the customer. Subject to Warranty Terms and Conditions, see ANNEX 2.
- iv. Any exchanged product or parts replaced under this Service Agreement become the property of Panasonic.
- v. Panasonic will select the carrier for transporting the defective part and the replacement part. If You are not available at the agreed time for the delivery of the replacement part and pick-up of the replaced part, the carrier will leave a note for You to make another pick-up appointment with the carrier. After that, Panasonic will charge for any additional attempts to pick-up or return Your part.

G. Optional Warranty Extension:

For Service Plan 2 and 3, the 5-year Service Contracts include a 2-year Warranty Extension, extending the Warranty from 36 to 60 months.

2. Standard Warranty Service

As part of our Standard Warranty for Repairs or in event that a faulty unit or part need to be collected for repair in our Central European Repair Centre, we will aim to carry out the repair within a target turnaround time of 5 Working Days (from collection until return). However, in the following cases, there is a possibility we may not be able to complete 5 Day Turnaround Service:

- A. If customs clearance or other transport paperwork is required for the collection and delivery of the Product (for instance where the Product is located outside the EU).
- B. If direct transport is not available between Panasonic and your location, or other delays in transportation.
- C. If a unit is physically and comprehensively broken. The repair needs attention from several areas of service.
- D. The Repair is chargeable.
- E. Extensive tests need to be carried out.
- F. If the necessary spare parts are not in stock or easily available.

3. Service Request Procedure

In the unlikely event, Your product fails, please first check the documentation provided during the technical training. If You still consider that the product is defective, please contact Our Customer Support Team by sending an email to premiumcontract.support@eu.panasonic.com. If You prefer to contact Us by phone, please visit <https://business.panasonic.co.uk/service/contact-us> for Our telephone numbers. Before contacting us, please ensure You have the full model and serial number of the product as well as Your contract number to hand, as We will need these to verify Your entitlement.

4. Customer responsibilities

The Customer is responsible for:

- 3.1. Cooperating with Panasonic in all matters relating to the Service agreement.
- 3.2. Making the defective parts available for collection by Our courier, including ensuring that the defective part is adequately packed using the packaging supplied with the replacement part.

Annex 2

Pan European Guarantee for Broadcast Products

IMPORTANT NOTICE:

To be entitled to this Guarantee, you must register the Product within 60 days of purchase of the Product at:
business.panasonic.co.uk/service

This will be verified when you make a claim under the Guarantee. Please therefore keep your original sales receipt for the Product when claiming warranty, a copy or scan of the sales receipts of the Product must be sent to Panasonic to complete registration.

CONDITIONS OF GUARANTEE APPLICABLE IN

European Union, European Economic Area, Albania, Andorra, Bosnia and Herzegovina, Kosovo, Former Yugoslav Republic of Macedonia, Montenegro, Serbia, Switzerland, Monaco and San Marino.

CONDITIONS OF GUARANTEE

1. This Guarantee covers all Panasonic Broadcast products with model number listed in Clause 13 below ("Products") which are used in the countries listed above and which have been registered in accordance with Clause 2 below. This Guarantee is an addition to, and does not in any way affect, any statutory or other rights of consumer purchasers. The Guarantee exists in addition to the statutory and/or contractual dealer warranty and does not at all restrict your rights as a buyer out of such warranty.

2. The Guarantee period is set out in Clause 13 below and runs from date of purchase of the Product by its first end user. In order to activate the Guarantee, the Product must be registered on business.panasonic.co.uk/service within 60 days of purchasing the Product. This will be verified when a claim is made under the Guarantee. When making a claim under the Guarantee, a copy of the original sales receipt must be presented showing the date of purchase.

3. The Guarantee covers breakdowns due to initial manufacturing or design faults of the Products. During the guarantee period Panasonic will repair the product free of charge or replace defective parts. At its option, Panasonic may replace the product. Any exchanged product or parts replaced under this Guarantee become the property of Panasonic.

4. If, after repeated efforts, Panasonic is unable to restore the product to good working order, at Panasonic's discretion, Panasonic will replace the product with an identical or functionally equivalent product.

5. The purchaser's sole and exclusive remedy against Panasonic under this Guarantee is for the repair of the product or any parts (or, at Panasonic's discretion, replacement of the Product or any defective part or parts thereof or a total or partial refund). No other remedy, including, without limitation, any claim for incidental or consequential damage or loss of whatsoever nature, shall be available to the purchaser.

6. Excluded from the Guarantee are:

(i) Accessories, such as but not limited to remote controls, filters and cables and any products or parts which have a limited natural life or are considered consumable, such as batteries. Exchangeable Lenses are covered by the original Manufacturer's warranty.

(ii) Defects resulting from failure to use the product in accordance with the operating instructions or the technical and/or safety standards of the country where the product is used;

(iii) Defects caused by accident, fire, neglect, misuse, wear and tear, improper use, improper installation, smoke contamination, laser burn, introduction of liquid or other foreign matter into the product or occurring during transportation to or from the purchaser; and

(iv) Defects caused by the use of non-Panasonic parts or accessories or caused by adjustment, repair, modification or dismantling by a person not so authorised by Panasonic.

7. Models covered by 5 years warranty:

(i) Image Sensor Device / Head Optical Unit and LCD panel (specifications apply), Viewfinder, Optional accessories and P2 Cards are limited to 3 years warranty.

8. In the unlikely event your product fails, please first check the "Trouble-Shooting" section of the Operating Instructions. If after checking the Operating Instructions, you consider that the product is defective, please log in business.panasonic.co.uk/service and place an online repair order.

9. This Guarantee is only valid in the territories of the European Union, European Economic Area, Albania, Andorra, Bosnia and Herzegovina, Kosovo, Former Yugoslav Republic of Macedonia, Montenegro, Serbia, Switzerland, Monaco and San Marino for products purchased and used solely within these countries, and which originally have been put on the market in any of these countries by a company within the Panasonic Group.

10. If the country of use is different to the country of purchase, service will be provided in accordance with the terms and conditions applicable in the country of use, except where the guarantee period in the country of purchase is longer than that in the country of use, in which case the guarantee period shall be that in the country of purchase.

11. This Guarantee and any dispute or claim arising out of or in connection with it or its formation shall be governed by and construed in accordance with German Law. The courts of Hamburg, Germany shall have exclusive jurisdiction to settle any dispute or claims arising out of this Guarantee or in connection with it or its formation.

12. In this Guarantee, "Panasonic" means the company identified below.

Panasonic Marketing Europe GmbH
Hagenauer Strasse 43,
65203 Wiesbaden
Germany

13. Guarantee period

This Guarantee period for the products is as follows:

	Model number
2-Year WARRANTY PROGRAM	AK-HC1800G
	AK-HC1500G
	AK-HC3500AES
	AK-HC3800GSJ
	AK-MSU935AE
	AK-HCU355AE
	AK-HRP935AE
	AK-HCU200 (ES/ ESJ)
	AK-HRP200 (G/ GJ)
	AK-HVF70 (G/ GJ)
	AW-HE40H (WEJ9/ KEJ9)
	AW-HE40S (WEJ9/ KEJ9)
	AW-HE60SE
	AW-HE60HE
	AW-HE130 (KEJ/ WEJ)
	AV-HS410 (E/ EJ)
	AV-HS450 (E/ EJ)
	AW-HS50 (E/ EJ)
	AV-HS6000

	<p>AW-RP50 (E/ EJ) AW-RP120 (G/ GJ) AW-HEA10 (KEJ/ WEJ) AU-XP1E AU-VCXRAW2</p>
3-Year WARRANTY PROGRAM	<p>AG-AC8EJ AG-AC90AEJ AG-AC130AEJ AG-AC160AEJ AG-HMR10E AG-DVX200EJ AW-UE70 (WEJ/ KEJ) AK-UC3000GSJ AK-HC5000GSJ AK-UCU500ESJ AK-HRP1000GJ AK-HRP1005GJ AK-MSU1000GJ AG-AC30EJ AG-UX180EJ AG-UX90EJ AK-UB300GJ AK-HVF100GJ AJ-CVF50GJ AU-VCVF1G AU-VCVF10G AU-XP1EJ AW-360C10GJ AW-360B10GJ AW-HR140EJ AU-EVA1EJ AW-HN40H (KEJ/ WEJ) AW-UN70 (KEJ/ WEJ) AW-HE38H (KEJ/ WEJ) AW-HN38H (KEJ/ WEJ) AG-UCK20GJ AG-UMR20EJ AW-HN130 (KEJ/ WEJ) AK-UC4000GSJ AK-UCU600ESJ AV-HLC100 AV-HS73UE AV-HS70 (M1E/ M2E/ M3E/ M4E/ M5E)</p>
5-Year WARRANTY PROGRAM	<p>AG-HPX500E AG-HPX600EJB AG-3DP1G AU-V35C1G AU-V23HS1G AU-VREC1G AU-V35LT1G AJ-HPX3700G AJ-HPX3100G AJ-PX270EJ AJ-PX5000G AJ-PX800G AG-HPX371E AG-HPX250EJ AG-HPX255EJ AJ-HPD2500E AJ-HPM200E AG-HPD24E AJ-PD500EJ AJ-PG50EJ AJ-PX230EJ AJ-PX380 (G/ GF) AG-HPX610 (EJF/ EJH)</p>