

PHILIPS CANADA PRODUCT WARRANTY

Patient Care and Clinical Informatics (“PCCI”) Products

This product warranty document is an addition to the terms and conditions set forth in the quotation to which this warranty document is attached and applies to the Patient Care and Clinical Informatics Products listed on the quotation, hereinafter “PCCI Products.” This warranty does not apply to replacement parts. The terms and conditions of the quotation are incorporated into this warranty document. The capitalized terms herein have the same meaning as set forth in the quotation unless defined herein.

1. **WARRANTY**

- A. **Commencement of Warranty Period.** For all products the warranty period begins on the date of invoice.
- B. **Product Specifications.** Product Specifications means specific technical information about Philips products, which is published in Philips product manuals and technical data sheets in effect on the date Philips ships Customer’s order.
- C. **Product Type and Warranty.**

Category 1: Software Only Products.

If the PCCI Product described in the quotation includes only Philips software, then Philips warrants that any and all media on which the Software is delivered to the customer shall be free of defects in material and workmanship for a period of ninety (90) days or as otherwise stated in the “PCCI CANADA PRODUCT WARRANTY CLASSIFICATION TABLE”.

Category 2: Philips Integrated Hardware/Software Products/Supplies.

Philips Integrated Hardware (including upgrades)/Software Products are those which run on Philips designated hardware platforms and which contain hardware which is part of the Philips PCCI Product as described in the Product’s Specifications. Philips warrants such PCCI Products against defects in materials and workmanship and will perform substantially within the Product’s Specifications for a period of 12 months or as otherwise set forth on the attached Warranty Classification Table. Designated hardware platforms including upgrades are hardware validated by Philips to operate PCCI software products in a manner consistent with Product Specifications. Philips warrants supplies products against defects in materials and workmanship for a minimum of one year or the balance of the product’s shelf life.

Philips Hardware Product Upgrades are those which provide additional functionality to Integrated Hardware Products. Philips warrants such PCCI Product Upgrades against defects in materials and workmanship and will perform substantially within the Product’s Specifications for a period of 90 days.

Category 3: Non-Philips Complementary PCCI Products.

Non Philips Complementary Products are Customer selected hardware, which are not part of the Philips PCCI Product as described in the Product's Specifications. For Non Philips Complementary Products, the hardware supplier warranty will be passed through to the customer and the Philips PCCI warranty shall not apply.

- D. **Exclusions.** Philips does not warrant PCCI Products to operate error free or without interruption. Philips does not warrant third party hardware or third party hardware component upgrades; operating systems or operating system patches, fixes, updates, or upgrades. Network hardware components, network operating systems, and network wires are not covered by this warranty document. Consumables used in the operation of the PCCI Product, such as, but not limited to storage media, are not covered under this warranty document. Any fixes, patches, updates or upgrades to the Software, including without limitation, any professional services are not covered by any warranty or condition, express, implied, or statutory.
- E. **Warranty Limitations.** The above warranties do not apply to defects resulting from improper or inadequate maintenance or configuration by Customer; Customer or third party supplied software, interfacing or consumables; unauthorized modification; improper use or operations outside of the Specifications for the PCCI Product; abuse, negligence, accident, loss or damage in transit; improper site preparation; or unauthorized maintenance or repair. The warranty services do not include: servicing or replacing components of the PCCI Product other than those listed in the exhibits; the cost of consumable materials; providing software updates and upgrades, back-up copies of software, or the programming of custom code providing any service or parts specifically excluded under the quotation.

The warranties do not include any service necessary due to: a design, specification, or instruction provided by Customer or Customer representative; the failure of anyone other than Philips or Philips' subcontractor to comply with Philips' written instructions or recommendations; any combining of the PCCI Product with a product or software of other manufacturers other than those recommended by Philips; any alteration or improper storage, handling, use or maintenance of the PCCI Product by anyone other than Philips or Philips' subcontractor.

THE WARRANTIES SET FORTH IN PHILIPS' WARRANTY DOCUMENT WITH RESPECT TO THIS PCCI PRODUCT (INCLUDING THE SOFTWARE PROVIDED WITH THE PCCI PRODUCT) ARE THE ONLY WARRANTIES MADE BY PHILIPS IN CONNECTION WITH THE PCCI PRODUCT, THE SOFTWARE AND THE TRANSACTIONS CONTEMPLATED BY THE QUOTATION, AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESSED OR IMPLIED INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE

2. ACCESS TO PCCI PRODUCT

Philips shall have full, free and safe access to the PCCI Product and Customer's operation, performance and maintenance records for the PCCI Product, on each scheduled or requested warranty service visit. Philips shall also have access to and use of

any machine, service, attachments, features or other equipment necessary to perform the necessary service contemplated herein at no charge to Philips. Customer waives warranty service if access is not provided to the PCCI Product and Customer's records. Should Philips be denied access to the PCCI Product or Customer's records at the agreed upon time, a charge equal to the appropriate hourly rate will be accepted by the Customer for "waiting time".

3. WARRANTY COVERAGE & RESPONSE TIME

Philips will provide to the Customer the on-site or remote Warranty service hours set forth on the Warranty Classification Table. Initial telephone response time will be within two (2) hours 8a.m. through 5p.m., Monday through Friday, excluding Philips holidays and within four (4) hours after hours Customer local time.

4. TRANSFER OF PCCI INSTALLABLE PRODUCT

At Philips' discretion, if Customer transfers or relocates the PCCI installable Product, or any portion thereof, all obligations under this warranty document will terminate unless Customer receives the prior written consent of Philips for the transfer or relocation. At Customer's request, Philips, at its discretion, will re-locate the PCCI Product and shall re-certify the PCCI Product, at the Customers expense.

5. CUSTOMER RESPONSIBILITIES FOR NETWORKED PRODUCTS

A. System Administrator. The Customer shall designate and train system administrator(s), as defined in the Professional Services Statement of Work (SOW) if applicable, who will serve as Philips' primary support contacts (the "Administrators") during the applicable warranty period. If the Customer does not have trained Administrators, then the Customer will be required to purchase an optional PCCI Product administration service from Philips.

B. Remote Access. The Customer shall provide Philips with remote access to the PCCI Product as per the Products Specifications and shall notify Philips of any changes to remote access connection procedures. Customer must also provide Philips with the network and local machine access privileges necessary to perform the warranty services. In the event that the Customer prohibits Philips from remotely accessing the PCCI Product and Philips unnecessarily sends a field service engineer to the PCCI Product site, the Customer will be charged for the services rendered based upon Philips' then-current standard labour and material rates.

C. Security. Philips has taken commercially reasonable steps to ensure that all software is free from computer viruses intentional or unintentional that disable, harm or otherwise disrupt computer systems or networks. Philips accepts no liability in respect to any loss, cost, damage, inconvenience or expense suffered as a result of any computer viruses. Post installation, Customer is solely responsible for providing adequate security to prevent unauthorized access to or use of the PCCI Product, including but not limited to access to proprietary and confidential information.

D. Data Reconstruction. The Customer is responsible for following the backup processes recommended in the Product Specifications. The Customer is responsible for the reconstruction, restoration, retrieval or recovery of any lost or altered patient records, files, programs, or data. Philips is not responsible for the reconstruction, restoration, retrieval or recovery of any lost or altered files, data, or programs.

6. INTERFACE SUPPORT FOR NETWORKED PRODUCTS

Philips' support of DICOM and HL7 interfaces to the PCCI Product is included in the applicable warranty period only to the extent that such interfaces exist at the PCCI Product location at the time of installation of the PCCI Product. PCCI Product interface support does not include the modification of any interface due to interface changes in third party hardware or software. In the case of a planned upgrade of the PCCI Product or any Software that involves modifications to the PCCI Product interface specifications, Philips requires that detailed technical information on such modifications be made available to Philips at least ninety (90) days in advance of the planned upgrade. In such a case Philips shall have the right, but not the obligation, to modify and upgrade the PCCI Product or Software to support such new interface specifications at a schedule and cost to be mutually approved by Philips and the Customer. The Customer shall pay the cost of any additional work required to implement and support the new interface specifications at Philips' then-current standard rates for such service.

7. LIMITATIONS OF LIABILITY AND DISCLAIMERS

The total liability, if any, of Philips for all damages and based on all claims, whether arising from breach of contract, breach of warranty, negligence, indemnity, strict liability or other tort, or otherwise, arising from a PCCI Product, licensed software, and/or service is limited to the price paid hereunder for the PCCI Product, licensed software, or service. This limitation shall not apply to third party claims for bodily injury or death caused by Philips' negligence or proven product defect.

IN NO EVENT SHALL PHILIPS BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT.

8. FORCE MAJEURE

Philips shall be excused from performing its obligations arising from any delay or default caused by events beyond its reasonable control including, but not limited to, acts of God, acts of third parties, acts of the other party, acts of any civil or military authority, fire, floods, war, embargoes, labour disputes, acts of sabotage, riots, accidents, delays of carriers, subcontractors or suppliers, voluntary or mandatory compliance with any government act, regulation or request, shortage of labour, materials or manufacturing facilities.

PCCI CANADA PRODUCT WARRANTY CLASSIFICATION TABLE

WARRANTY NAME	WARRANTY DESCRIPTION	SERVICE LOCATION	WARRANTY PERIOD	PERIOD of COVERAGE	RESPONSE TIME	PCCI PRODUCTS Product Number/Description
Onsite	Customer site repair	Onsite	1 year	7x24	Maximum next day onsite.	IntelliVue Patient Monitors [MX700, MX800, X2, MP2, MP5, MP5SC, MP5T, MP20, MP30, MP40, MP50, MP60, MP70, MP90, D80] IntelliVue MP2/X2 Battery Extension (865297) IntelliVue Telemetry System (2.4GHz) IntelliVue Wireless Infrastructure (802.11) IntelliVue XDS – Preinstalled hardware (865159 XD5) IntelliVue Info Center M.0 Hardware (H Options) - 865266, 865267, 865268, 865269, 865270, 865271, 865272, 865273, 865274 IntelliVue Info Center N.0 Hardware (H Options) - 865415, 865416, 865417, 865418, 865419, 865420, 865421, 865435, 865436 Application Server L.0 Hardware (H options) - 865162 Application Server M.0 Hardware (H options) – 865292 Application Server L.0 Hardware (H options) – 865482 Avalon FM20, FM30, FM40, FM50 Emergin Hardware – 865314, 865319
Onsite	Customer site repair	Onsite	1 Year	8a.m. - 5p.m., Monday – Friday (6)	Maximum next business day	Multi Measurement Server (M3001A) Flexible Module Server (M8048A), Hemo Extension Module (M3012A), Capnography Extension Module (M3014A), Microstream CO2 Extension Module (M3015A) Intravascular Oxygen Saturation (SO2) Module (M1011A) PageWriter TC70 Cardiograph (860315) Parameter Modules: Cardiac Output, SP02, Transcutaneous Gas, Mixed Venous, Invasive Pressure, EEG, Temperature, BIS, BISx, Device Interface IntelliBridge (865114, 865115) M3535A HeartStart MRx (option B15 Networking)
Bench	Repair and return of customer unit	Philips Customer Repair Ctr.	1 Year	8a.m. - 5p.m., Monday – Friday (6)	Typical 3 business days (5)	PageWriter Trim I Cardiograph Innercool RTx Endovascular System Innercool Celsius Control Systems
Bench	Repair and return of customer unit	Philips Customer Repair Ctr.	2 Year	8a.m. - 5p.m., Monday – Friday (6)	Typical 3 business days (5)	SureSigns VS2, VS2+, VS3, VM1, VM4, VM6, VM8, VSi, VSV (1)
Bench	Repair and return of customer unit (with loaner) (2)	Philips Customer Repair Ctr.	2 Year	8a.m. - 5p.m., Monday – Friday (6)	Typical 3 business days (5)	M3536A HeartStart MRx (2) 860310 PageWriter TC50 Cardiograph (2)
Bench	Repair and return of customer unit	Philips Customer Repair Ctr.	3 Year	8a.m. - 5p.m., Monday – Friday (6)	Typical 3 business days (5)	860306 PageWriter TC30 Cardiograph
Bench	Repair and return of customer unit (with loaner) (2)	Philips Customer Repair Ctr.	5 Year	8a.m. - 5p.m., Monday – Friday (6)	Typical 3 business days (5)	M3535A HeartStart MRx (2) M4735A / HeartStart XL
Exchange	Product exchange	N/A	1 Year	8a.m. - 5p.m., Monday –	Typical next business day	M1019A (G5)

				Friday (6)		M1026B (AGM-B) M1013A (G1) M1014A Spirometry Module IntelliVue XDS – Hardware Only (865159 XD1) IntelliVue Cableless SpO2 Pod (865215), IntelliVue Cableless NIBP Pod (865216) SureSigns VS Wireless Bridge (W01 option) Avalon CTS Cordless Fetal Transducer System StressVue System (not including treadmills)
Exchange	Product exchange	N/A	2 Year	8a.m. - 5p.m., Monday – Friday (6)	Typical next business day	Holter Recorders
Exchange	Product exchange	N/A	5 Year	8a.m. - 5p.m., Monday – Friday (6)	Typical next business day	M3860A HeartStart FR2+ (ECG) M3861A HeartStart FR2+ (TEXT) M5066A HeartStart OnSite M5068A HeartStart Home 861304 HeartStart FRx 861458 ReFurb FR2+ ECG 861459 Re Furb FR2+ TEXT
Media	Media Replacement Only	NA	90 days (3)	NA	NA	IntelliVue Info Center M.0 Software (A Options) - 865266, 865267, 865268, 865269, 865270, 865271, 865272, 865273, 865274 IntelliVue Info Center N.0 Software (A Options) 865415, 865416, 865417, 865418, 865419, 865420, 865421, 865435, 865436 Application Server L.0 Software (A options) – 865162 Application Server M.0 Software (A options) – 865292 Application Server N.0 Software (A options) – 865482 Intellivue Clinical Information Portal : Critical Care CompuRecord IntelliVue Mobile Patient Access OBTV G.0 Software Only (865342) Emergin Gateway (865311, 865316) Enterprise Service Bus (865312, 865317) TraceMasterVue Software Only for Basic, Standard, Enterprise, & Universal Editions (860326) (7) Including Software Upgrades Holter Software System including Software Upgrades IntelliBridge Enterprise Interoperability Engine (865458)
Media	Media Replacement Only	NA	30 days (3)	NA	NA	TraceMaster MD (860321 option A01)
Remote (4)	Remote Access	Remote \ Onsite	1 Year	8a.m. - 5p.m., Monday – Friday (6)	Maximum next business day	TraceMaster Vue Turnkey Systems – includes Hardware & Software for Clinic, Basic, Standard, Enterprise, & Universal Editions (860325) (7) TraceMasterVue System Upgrades – includes Hardware & Software (860294, 860327)
Remote (4)	Part Replacement	Remote \ Onsite	1 Year	8a.m. - 5p.m., Monday – Friday (6)	Maximum next business day	StressVue treadmills only TKM42500 and TMX425
Biomed	In-house Biomedical Parts	Customer Site	3 Year	8a.m. - 5p.m., Monday –	Typical next business day	SureSigns VS2, VS2+, VS3, VM1, VM4, VM6, VM8, VSi, VSV (1)

Notes:

1. These devices offer optional warranties; the Customer must select one at the time of order or the default of the two year return to bench warranty will be applied.
2. Philips will provide a loaner for period of time product is under repair.
3. Warranty applies to media only.
4. Most repairs can be completed remotely. Occasional onsite support may be required.
5. 3-7days does not include transportation to and from Philips' Customer Repair Center.
6. Excluding scheduled Philips holidays.
7. When ordering TraceMasterVue Software Only with the OrderVue option, OrderVue receives a 90 day media only warranty. When ordering TraceMasterVue Turnkey Systems with the OrderVue option, OrderVue receives a 1 year remote/onsite warranty.
8. Demo equipment will receive the same warranty as new equipment.