

# PHILIPS PRODUCT WARRANTY

## Patient Monitoring and Cardiac Care Products Medical Information Technology Products for Patient Monitoring Systems

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 Monitoring and Cardiac Care Products and those Medical Information Technology Products used with patient monitoring systems and listed on the quotation, hereinafter “PMCC 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 PMCC Product described in the quotation includes only 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 “PMCC PRODUCT WARRANTY CLASSIFICATION TABLE”.

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

Philips Integrated Hardware/Software Products are those which run on Philips designated hardware platforms and which contain hardware which is part of the Philips PMCC Product as described in the Product’s Specifications. Philips warrants such PMCC 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 are hardware validated by Philips to operate PMCC 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.

#### **Category 3: Non-Philips Complementary Products.**

Non Philips Complementary Products are Customer selected hardware, which are not part of the Philips PMCC 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 PMCC warranty shall not apply.

- D. **Exclusions.** Philips does not warrant PMCC 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 PMCC 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 PMCC 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 PMCC 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 PMCC 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 PMCC Product by anyone other than Philips or Philips' subcontractor.

THE WARRANTIES SET FORTH IN PHILIPS' WARRANTY DOCUMENT WITH RESPECT TO THIS PMCC PRODUCT (INCLUDING THE SOFTWARE PROVIDED WITH THE PMCC PRODUCT) ARE THE ONLY WARRANTIES MADE BY PHILIPS IN CONNECTION WITH THE PMCC 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 PMCC PRODUCT**

Philips shall have full, free and safe access to the PMCC Product and Customer's operation, performance and maintenance records for the PMCC 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 PMCC Product and Customer's records. Should Philips be denied access to the PMCC 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 PMCC INSTALLABLE PRODUCT**

At Philips' discretion, if Customer transfers or relocates the PMCC 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 PMCC Product and shall re-certify the PMCC 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 PMCC Product administration service from Philips.

**B. Remote Access.** The Customer shall provide Philips with remote access to the PMCC 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 PMCC Product and Philips unnecessarily sends a field service engineer to the PMCC Product site, the Customer will be charged for the services rendered based upon Philips' then-current standard labor 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 PMCC 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 PMCC Product is included in the applicable warranty period only to the extent that such interfaces exist at the PMCC Product location at the time of installation of the PMCC Product. PMCC 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 PMCC Product or any Software that involves modifications to the PMCC 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 PMCC 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 PMCC product, licensed software, and/or service is limited to the price paid hereunder for the PMCC 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, labor 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 labor, materials or manufacturing facilities.

## PMCC PRODUCT WARRANTY CLASSIFICATION TABLE

WARRANTY NAME	WARRANTY DESCRIPTION	SERVICE LOCATION	WARRANTY PERIOD	PERIOD of COVERAGE	RESPONSE TIME	PMCC PRODUCTS Product Number/Description
Onsite	Customer site repair	Onsite	1 year	7x24	Maximum next day onsite.	IntelliVue Patient Monitors [X2, MP2, MP5, MP5T, MP20, MP30, MP40, MP50, MP60, MP70, MP90, D80]  IntelliVue Telemetry System (1.4GHz)  IntelliVue Wireless Infrastructure (802.11)  IntelliVue XDS – Preinstalled hardware (865159 XD5)  Application Server  IntelliVue Info Center M3150, M3155, M3151, M3140, M3145, M3170, M3177  M3154 Data Base Server  M3169 Small Data Base Server  Avalon FM20, FM30, FM40, FM50  Avalon CTS Cordless Fetal Transducer System  OB TraceVue  Philips Patient Monitoring Gateway – 865206_S01, 865206_S02
Onsite	Customer site repair	Onsite	1 Year	8a.m. - 5p.m., Monday – Friday (6)	Maximum next business day	Multi Measurement Server (M3001A)  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 (1)  M3536A HeartStart MRx (1)  M4735A / HeartStart XL (1)
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 Cardiographs (I, II, III)
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 VM4, VM6, VM8, VS3, VSV (8)  Holter Recorders
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)	SureSigns VS2  M3536A HeartStart MRx (1)
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 (1)  M4735A / HeartStart XL (1)
Exchange	Product exchange	N/A	1 Year	8a.m. - 5p.m., Monday – Friday (6)	Typical next business day	M1019A (G5)  M1026B (AGM-B)  M1013A (G1)  M1014A Spirometry Module  IntelliVue XDS – Hardware Only (865159 XD1)  SureSigns VS Wireless Bridge (W01 option)
Exchange	Product exchange	N/A	2 Year	8a.m. - 5p.m., Monday –	Typical next business day	SureSigns VM4, VM6, VM8, VS3, VSV (8)

				Friday (6)		
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
Remote	Remote Access	Remote	30 days	8a.m. - 5p.m., Monday – Friday (6)	Maximum next business day	TraceMaster MD ( 860321 option A01)
Remote	Remote Access	Remote	90 days (3)	8a.m. - 5p.m., Monday – Friday (6)	Maximum next business day	IntelliVue Clinical Information Portfolio: Critical Care CompuRecord Zymed Holter System  IntelliVue Mobile Patient Access  Philips Patient Monitoring Gateway
Remote (4)	Remote Access	Remote \ Onsite	1 Year	8a.m. - 5p.m., Monday – Friday (6)	Maximum next business day	TraceMaster Vue (including OrderVue option) (7)
Remote (4)	Part Replacement	Remote \ Onsite	1 Year	8a.m. - 5p.m., Monday – Friday (6)	Maximum next business day	StressVue (7) (and associated treadmills) TKM42500 and TMX425
Biomed	In-house Biomedical Parts	Customer site	3 Year	8a.m. - 5p.m., Monday – Friday (6)	Typical next business day	SureSigns VM4, VM6, VM8, VS2, VS3, VSV (8) M3536A HeartStart MRx (1)
Biomed	In-house Biomedical Parts	Customer site	5 Year	8a.m. - 5p.m., Monday – Friday (6)	Typical next business day	M3535A HeartStart MRx (1) M4735A / HeartStart XL (1)

Notes:

1. These devices offer optional warranties; the Customer must select one at the time of order or the default of the one year 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 days does not include transportation to and from Philips' Customer Repair Center.
6. Excluding scheduled Philips holidays.
7. When ordered as software only there is a 90-day media only warranty.
8. These devices offer optional warranties; the Customer must select one at the time of order or the default warranty will be applied.
9. Demo equipment will receive the same warranty as new equipment.