

PATIENT CARE and MONITORING SOLUTIONS (PCMS)

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 Monitoring Solutions Portfolio Products (“Product”) listed on the quotation. Unless specifically listed below, 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.

1. Twelve (12) Month System Warranty.

1.1 Philips Healthcare a division of Philips North America LLC (“Philips”) warrants to Customer that the Philips Patient Care and Monitoring Solutions Systems (“System”) will perform in substantial compliance with its performance specifications, in the documentation accompanying the System, for a period of twelve (12) months after completion of installation or availability for first patient use, whichever occurs first.

1.2 Any glassware or flat detectors provided with the System is subject to special warranty terms set forth below.

2. Planned Maintenance.

2.1 During the warranty period, Philips personnel will schedule planned maintenance visits, in advance, at a mutually agreeable time on weekdays, between 8:00 A.M. and 5:00 P.M. local time, excluding Philips observed holidays.

3. System Options, Upgrades or Accessories.

3.1 Any Philips authorized options, upgrades, or accessories for the System which are delivered and/or installed on the System during the original term of the System warranty shall be subject to the same warranty terms contained in the first paragraph of this warranty, except that such warranty shall expire on the later of: (a) upon termination of the initial twelve (12) month warranty period for the System on which the option, upgrade or accessory is installed; or (b) after ninety (90) days for parts only from the date of installation.

4. Warranty Exclusions.

4.1 Philips does not warrant PCMS Products to operate error free or without interruption.

4.2 Philips does not warrant third party hardware including hardware component upgrades; third party software including software upgrades; third party operating systems or operating system patches, fixes and updates.

4.3 Network hardware components, network operating systems, and network wires are not covered by this warranty document.

4.4 Consumables used in the operation of the PCMS Product, such as, but not limited to storage media, are not covered under this warranty document.

4.5 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.

5. Warranty Limitations.

5.1 Philips sole obligations and Customer's exclusive remedy under any product warranty are limited, at Philips option, to the repair or the replacement of the product or a portion thereof within thirty (30) days after receipt of written notice of such material breach from Customer ("Product Warranty Cure Period") or, upon expiration of the Product Warranty Cure Period, to a refund of a portion of the purchase price paid by the Customer, upon Customer's request.

5.2 Any refund will be paid, to the Customer when the product is returned to Philips.

5.3 Warranty service outside of normal working hours (i.e. 8:00 A.M. to 5:00 P.M., Monday through Friday, excluding Philips observed holidays), will be subject to payment by Customer at Philips standard service rates.

5.4 This warranty is subject to the following conditions: the product: (a) is to be installed by authorized Philips representatives (or is to be installed in accordance with all Philips installation instructions by personnel trained by Philips); (b) is to be operated exclusively by duly qualified personnel in a safe and reasonable manner in accordance with Philips written instructions and for the purpose for which the products were intended; and, (c) is to be maintained and in strict compliance with all recommended and scheduled maintenance instructions provided with the product and Customer is to notify Philips immediately if the product at any time fails to meet its printed performance specifications.

5.5 Philips obligations under any product warranty do not apply to any product defects resulting from improper or inadequate maintenance or calibration by the Customer or its agents; Customer or third party supplied interfaces, supplies, or software including without limitation loading of operating system patches to the Licensed Software and/or upgrades to anti-virus software running in connection with the Licensed Software without prior approval by Philips; use or operation of the product other than in accordance with Philips applicable product specifications and written instructions; abuse, negligence, accident, loss, or damage in transit; improper site preparation; unauthorized maintenance or modifications to the product; or viruses or similar software interference resulting from connection of the product to a network.

5.6 Philips does not provide a warranty for any third party products furnished to Customer by Philips under the quotation; however, Philips shall use reasonable efforts to extend to Customer the third party warranty for the product.

5.7 The obligations of Philips described herein and in the applicable product-specific warranty document are Philips only obligations and Customer's sole and exclusive remedy for a breach of a product warranty.

5.8 THE WARRANTIES SET FORTH HEREIN AND IN PHILIPS WARRANTY DOCUMENT WITH RESPECT TO A PRODUCT (INCLUDING THE SOFTWARE PROVIDED WITH THE PRODUCT), ARE THE ONLY WARRANTIES MADE BY PHILIPS IN CONNECTION WITH THE PRODUCT; THE SOFTWARE, AND THE TRANSACTIONS CONTEMPLATED BY THE QUOTATION, AND ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, WHETHER WRITTEN, ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

5.9 Philips may use refurbished parts in the manufacture of the products, which are subject to the same quality control procedures and warranties as for new products.

6. Remote Services Network (“RSN”).

6.1 Customer will (a) provide Philips with a secure location at Customer's premises to store one Philips remote services network router and provide full and free access to this router, (or a Customer-owned router acceptable to Philips) for connection to the equipment and to Customer's network; or (b) provide Philips with outbound internet access over SSL; at all times during the warranty period provide full and free access to the equipment and the Customer network for Philips use in remote servicing of the product, remote assistance to personnel that operate the products, updating the products software, transmitting automated status notifications from the product and regular uploading of products data files (such as but not limited to error logs and utilization data for improvement of Philips products and services and aggregation into services).

6.2 Customer's failure to provide such access will constitute Customer's waiver of the scheduled planned maintenance service and will void support or warranty coverage of product malfunctions until such time as planned maintenance service is completed or RSN access is provided.

6.3 Customer agrees to pay Philips at the prevailing demand service rates for all time spent by Philips service personnel waiting for access to the products.

7. Transfer of Product.

7.1 At Philips discretion, if Customer transfers or relocates the PCMS 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.

7.2 At Customer's request, Philips, at its discretion, will re-locate the PCMS Product and shall re-certify the PCMS Product, at the Customers expense.

8. Limitation of Liability.

8.1 THE TOTAL LIABILITY, IF ANY, OF PHILIPS AND ITS AFFILIATES FOR ALL DAMAGES AND BASED ON ALL CLAIMS, WHETHER ARISING OR RELATING TO FROM BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, INDEMNITY, STRICT LIABILITY OR OTHER TORT, OR OTHERWISE, ARISING FROM A PRODUCT, LICENSED SOFTWARE, AND/OR SERVICE IS LIMITED TO THE PRICE PAID HEREUNDER FOR THE PRODUCT, LICENSED SOFTWARE, OR SERVICE GIVING RISE TO THE LIABILITY.

8.2 THIS LIMITATION SHALL NOT APPLY TO:

- (a) THIRD PARTY CLAIMS FOR DIRECT DAMAGES FOR BODILY INJURY OR DEATH TO THE EXTENT CAUSED BY PHILIPS NEGLIGENCE OR PROVEN PRODUCT DEFECT;
- (b) CLAIMS OF TANGIBLE PROPERTY DAMAGE REPRESENTING THE ACTUAL COST TO REPAIR OR REPLACE PHYSICAL PROPERTY TO THE EXTENT CAUSED BY PHILIPS NEGLIGENCE OR PROVEN PRODUCT DEFECT;
- (c) OUT OF POCKET COSTS INCURRED BY CUSTOMER TO PROVIDE PATIENT NOTIFICATIONS, REQUIRED BY LAW, TO THE EXENT SUCH NOTICES ARE CAUSED BY PHILIPS UNAUTHORIZED DISCLOSURE OF PHI; and,
- (d) FINES/PENALTIES LEVIED AGAINST CUSTOMER BY GOVERNMENT AGENCIES CITING PHILIPS UNAUTHORIZED DISCLOSURE OF PHI AS

THE BASIS OF THE FINE/PENALTY, ANY SUCH FINES OR PENALTIES SHALL CONSTITUTE DIRECT DAMAGES.

9. Disclaimer.

9.1 IN NO EVENT SHALL PHILIPS OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY 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.

10. Force Majeure.

10.1 Philips and Customer shall each 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.

Philips system specifications are subject to change without notice.

PCMS PRODUCT WARRANTY CLASSIFICATION TABLE

WARRANTY NAME	WARRANTY DESCRIPTION	SERVICE LOCATION	WARRANTY PERIOD	PERIOD of COVERAGE	RESPONSE TIME	PCMS PRODUCTS Product Number/Description
Onsite	Customer site repair	Onsite	1 year	7x24	Maximum next day onsite.	<p>IntelliVue Patient Monitors [MX400, MX450, MX500, MX550, MX700, MX800, MX40, X2, MP2, MP5, MP5SC,] XG50, 866063</p> <p>IntelliVue MP2/X2 Battery Extension (865297)</p> <p>IntelliVue Telemetry System (1.4GH)</p> <p>IntelliVue Wireless Infrastructure (802.11)</p> <p>IntelliVue XDS – Preinstalled hardware (865159, XD6)</p> <p>Philips IntelliVue Information Center iX B Hardware (866424)</p> <p>IntelliVue Information Center N.01 Hardware (H options) 866091, 866092</p> <p>CareEvent Hardware (HW options)</p> <p>IEM Hardware & Alarm Reporting Solution (866326)</p> <p>Network Firewall (867098)</p> <p>Avalon FM20, FM30, FM40, FM50</p> <p>Invivo Expression Patient Monitor –865214(2)</p> <p>Invivo 866120 Expression MR200 (2)(9)</p> <p>Invivo 866185 Expression MR400 (2) (9)</p>
Onsite	Customer site repair	Onsite	1 Year	8a.m. - 5p.m., Monday – Friday (6)	Maximum next business day	<p>Multi Measurement Server (M3001A)</p> <p>IntelliVue Multi Measurement Server SLCP (M3001AL)</p> <p>IntelliVue FMS-4 (865243)</p> <p>Flexible Module Rack (M8048A), Hemo Extension Module (M3012A), Capnography Extension Module (M3014A), Microstream C02 Extension Module (M3015A/B)</p> <p>Intravascular Oxygen Saturation (SO₂) Module (M1011A)</p> <p>PageWriter TC70 Cardiograph (860315) Most repairs can be completed remotely. Occasional onsite support only if required.</p> <p>PageWriter TC50 (860310) Most repairs can be completed remotely. Occasional onsite support only if required. This is an optional warranty purchased with the TC50 as an option if desired.</p> <p>Stress System ST80i Trolley (860344)</p> <p>ST80i Treadmill (TKM42500)</p> <p>Parameter Modules: Cardiac Output, SP02, Mixed Venous, Invasive Pressure, Temperature</p> <p>IntelliBridge (865115)</p> <p>M3535A Hospital HeartStart MRx (1)</p> <p>M3536A EMS HeartStart MRx (1)</p> <p>Invivo Precess 3160 Patient Monitor – 865323, 465485 (2)(9)</p> <p>Information Portal 5 (IP5) – 865471 (9)</p> <p>Respironics HRC V60 ventilator</p>

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)	Innercool RTx Endovascular System Innercool STx consoles Invivo Essential SPO2 Patient Monitor – 865353 (9) Bilichek Advanced System(2)
Bench	Repair and return of customer unit	Philips Customer Repair Ctr.	2 Year	8a.m. - 5p.m., Monday – Friday (6)	Typical 5-7 business days (5)	Holter Recorders Respironics HRC NM3 Monitor
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 VM1, VM4, VM6, VM8, VSi, VS2+, VS4, (7) SureSigns VS Wireless Bridge (W01 option) M3536A EMS HeartStart MRx (1) Respironics HRC Trilogy 202 (11) 860310 PageWriter TC50 Cardiograph (7) This is the standard warranty but can be changed to a one-year on-site warranty through the purchase of a product option.
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 SureSigns VM8 SE (7)
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 Hospital HeartStart MRx (1)
Exchange	Product exchange	N/A	1 Year	8a.m. - 5p.m., Monday – Friday (6)	Typical next business day	M1014A Spirometry Module Tympanic Temperature Module (866149) Exergen Temporal Scanner (867095) BIS Module (M1034B); EEG Module (M1027B) IntelliVue XDS – Hardware Only (865159 XD1) IntelliVue Cableless SpO2 Pod (865215), IntelliVue Cableless NIBP Pod (865216), IntelliVue Cableless Respiration Pod (865218) IntelliVue TcG10 Module (865298) IntelliVue NMT Module (865383) IntelliBridge EC5 ID-Module (865114) IntelliBridge EC40/80 Hub (865056) Avalon CL (866074, 866075, 866076, 866077) Stress System ST80i (860343) ST80i Upgrade Kit (860351) Invivo Expression Display Control Unit (DCU)
Exchange	Product exchange	N/A	5 Year	8a.m. - 5p.m., Monday – Friday (6)	Typical next business day	861388 HeartStart FR3 Text 861389 HeartStart FR3 ECG M3860A HeartStart FR2+ (ECG) M3861A HeartStart FR2+ (TEXT) 861458 ReFurb FR2+ ECG 861459 ReFurb FR2+ TEXT
Exchange	Product exchange	N/A	8 Year	8a.m. - 5p.m., Monday – Friday (6)	Typical next business day	M5066A HeartStart Onsite M5068A HeartStart Home 861304 HeartStart FRx

Media Replacement Only		NA	90 days (3)	NA	NA	Philips IntelliVue Information Center iX B Software 866389, 866390 CareEvent Software – 866435 IntelliSpace Event Management (release 11) 866030 IntelliVue Information Center N.01 Software (A options) 866091, 866092 IntelliBridge Enterprise (866183) IntelliBridge System (866417) IntelliVue Guardian Software (866009) CompuRecord IntelliSpace Perinatal, (866458, 866459, 866131, 866132, 866133) TraceMasterVue Software Only for Clinic, Basic, Standard, Enterprise, & Universal Editions (860326) including Software Only Upgrades IntelliSpace ECG 860426 (software application only) Holter Software System including Software Upgrades ECG Gateway Software (860331)
Remote (4)	Remote Access	Remote \ Onsite	1 Year	8a.m. - 5p.m., Monday – Friday (6)	Maximum next business day	
Remote (4)	Part Replacement	Remote \ Onsite	1 Year	8a.m. - 5p.m., Monday – Friday (6)	Maximum next business day	
Biomed	In-house Biomedical Parts	Customer site	3 Year	8a.m. - 5p.m., Monday – Friday (6)	Typical next business day	SureSignsVM1,VM4,VM6,VM8,VS1,VS2+ ,VS4 (7) 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) SureSigns VM8 SE (7)

Notes:

1. These devices offer optional warranties; the Customer must select one at the time of order or the default of the one (1) 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. 3-7 days does not include transportation to and from Philips Customer Repair Center.
6. Excluding scheduled Philips holidays.
7. These devices offer optional warranties; the Customer must select one at the time of order or the default warranty will be applied. Note: the VS1, VS2+, and VS4 offer purchasable warranties for extended years of service as well.
8. Demo equipment will receive the same warranty as new equipment.
9. InVivo Patient Monitors are supported both onsite and at the bench
10. Primary warranty is exchange although, if the problem cannot be resolved by the CCSC, then FSE onsite will be utilized.
11. When supplied by Philips, a ninety (90) day warranty will be offered on the internal and detachable battery.

Philips Healthcare

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