PHILIPS

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Warranty

Limited Warranty. Philips Medical Systems warrants that HeartStart FR2 series defibrillators HeartStart HS1 series, and HeartStart FRx defibrillators (and related accessories for these defibrillators described herein) sold by Philips or an authorized Philips distributor, if (i) used in accordance with its labeling and instructions for use, and (ii) properly maintained, shall substantially conform to material specifications published by Philips Medical Systems for such products and shall be substantially free from defects in material and workmanship for the warranty period specified. The HeartStart FR2, HS1, and FRx series defibrillators are warranted for **five years** from the date of shipment by Philips. Disposable defibrillation pads are warranted until the expiration date listed on the package. HeartStart FR2, HS1, and FRx series non-rechargeable lithium batteries are warranted for **four years** from the date of installation, provided the battery is installed by the shelf-life date stated on the battery. For all other accessories for the FR2, HS1, and FRx series defibrillators, Philips Medical Systems warrants such products for **12 months** from the date of shipment by Philips. Philips Medical Systems warrants the media on which the data management software copies are contained for a period of **60 days** from the date of shipment by Philips. Philips Medical Systems warranty does not apply to product defects resulting from improper or inadequate maintenance; use of the product with software, supplies or interfaces not supplied by Philips; use or operation of the product other than in accordance with Philips product specifications and written instruction; abuse, negligence, accident, loss or damage in transit; improper site preparation; unauthorized repair or modification to the product ("Warranty Exclusions").

Customer's exclusive remedy and Philips Medical Systems' sole liability for breach of the foregoing warranty is as follows. If any product described herein fails to conform to the warranty set forth above, at Philips Medical Systems' sole election, (which election shall be made after Philips receives the product), shall repair or replace the product; provided that (a) Philips Medical Systems receives notice in a timely manner in writing that such product failed to conform and a detailed explanation of any alleged nonconformity; (b) such product is returned to Philips Medical Systems during the warranty period; and (c) Philips Medical Systems is reasonably satisfied that claimed nonconformities actually exist and were not caused by the Warranty Exclusions. Philips Medical System is obligated to this warranty, provided that Philips has given prior consent to have the product returned to it, and the product is returned using a Returned Goods Authorization (RGA) number provided by Philips. In such instance, Philips Medical Systems shall be responsible for the cost of shipping.