

WARRANTY

LIMITED WARRANTY. Philips Healthcare (“Philips”) warrants that HeartStart FR2 series, HeartStart HS1 series, HeartStart FRx, and HeartStart FR3 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 for such products and shall be substantially free from defects in material and workmanship for the warranty period specified. The HeartStart FR2 series and FR3 defibrillators are warranted for five (5) years from the date of shipment by Philips. The HS1 series and FRx defibrillators are warranted for eight (8) years from the date of shipment by Philips. Disposable defibrillation pads are warranted until the expiration date listed on the package. HeartStart FR2 series, HS1 series, and FRx non-rechargeable lithium batteries are warranted for four (4) years, and the FR3 battery for three (3) 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 series, HS1 series, FRx, and FR3 defibrillators, Philips warrants such products for 12 months from the date of shipment by Philips. Philips 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.

This 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; or unauthorized repair or modification to the product (“Warranty Exclusions”).

Customer’s exclusive remedy and Philips’ 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 its sole election (which election shall be made after Philips receives the product), Philips shall repair or replace the product, provided that (a) Philips receives written notice in a timely manner that such product failed to conform and a detailed explanation of any alleged nonconformity; (b) such product is returned to Philips during the warranty period; and (c) Philips is reasonably satisfied that claimed nonconformities actually exist and were not caused by the Warranty Exclusions.

Philips 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 shall be responsible for the cost of shipping.