

Cardiology Informatics (CAI) Product-Specific Warranty (Rev 27)

This Product-Specific Warranty Statement applies to the [Product Family / Product Line] identified below and is incorporated into, and forms part of, the applicable Philips quotation, order documentation, and the Philips General Terms and Conditions of Sale and Software License (the “Conditions of Sale”). **For the Products covered by this Product-Specific Warranty Statement, this Product-Specific Warranty Statement applies in lieu of the default product warranty provisions in the Conditions of Sale.** Except as expressly stated in this Product-Specific Warranty Statement, the Conditions of Sale remain unchanged and continue in full force and effect.

1. Covered Products

- 1.1 This Product-Specific Warranty Statement applies only to the following Philips products, as identified in the applicable quotation, order, or product schedule (collectively, the “Covered Products”).
- 1.2 Product Category/Family: Cardiology Informatics

Product Category	Products
Cardiology Informatics (CAI)	IntelliSpace Cardiovascular, Cardiovascular Workspace (ISCV)
	Xper Information Management
	Philips Hemo with IntelliVue X3
	IntelliBridge Enterprise (IBE)
	Ultrasound Workspace (TomTec)

- 1.3 For clarity, this Product-Specific Warranty Statement does not apply to:
 - 1.3.1 Subscription Services or hosted/SaaS offerings;
 - 1.3.2 services sold under a separate service agreement;
 - 1.3.3 third-party products, software, or services, except as expressly stated below;
 - 1.3.4 consumables or disposables, except as expressly stated below; or
 - 1.3.5 any products not expressly identified as Covered Products.

2. Definitions

Capitalized terms not defined here have the meanings given in the Conditions of Sale. For purposes of this Product-Specific Warranty Statement:

- 2.1 “Accessory” means an item intended for use with a Covered Product but that is not itself the primary capital equipment or stand-alone Software.
- 2.2 “Documentation” means Philips’ user manuals, instructions for use, release notes, and published technical or functional specifications made available by Philips for the applicable Covered Product.
- 2.3 “Embedded Software” means Software supplied as part of a Covered Product and required for operation of that Covered Product, unless separately itemized or separately licensed.
- 2.4 “Hardware Product” means a tangible Covered Product identified in Section 1.
- 2.5 “Software” means Philips software licensed as or for the Covered Product, whether stand-alone or embedded.
- 2.6 “Warranty Start Date” means the date determined under Section 5.

3. Warranty Structure

The warranty applicable to the Covered Products is as follows:

- 3.1 Hardware Products
 - 3.1.1 Philips warrants that each Hardware Product, under normal use and service and when used, handled, stored, and maintained in accordance with the Documentation, shall during the applicable warranty period:
 - 3.1.1.1 be free from material defects in materials and workmanship; and
 - 3.1.1.2 materially conform to Philips’ applicable published specifications in the Documentation.
- 3.2 Software
 - 3.2.1 Philips warrants that covered Software, when properly installed and used in accordance with the Documentation, shall during the applicable warranty period perform in material conformity with the applicable Documentation.
- 3.3 Embedded Software
 - 3.3.1 Embedded Software is warranted as part of the applicable Hardware Product and is subject to the same warranty period as that Hardware Product.
- 3.4 System Options, Upgrades or Accessories
 - 3.4.1 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:
 - 3.4.1.1 upon termination of the initial warranty period for the System as set forth in Section 4 below on

- which the option, upgrade or accessory is installed; or,
- 3.4.1.2 after 90 days for parts only from the date of installation.

4. Warranty Period

4.1 The warranty period for the Covered Products is:

Products	Period of Coverage	Warranty Period
IntelliSpace Cardiovascular, Cardiovascular Workspace (ISCV) Xper Information Management IntelliBridge Enterprise (IBE) Ultrasound Workspace (TomTec)	For a period of 90 days commencing on the date the Licensed Software is available for first patient use or customer acceptance, whichever occurs first, Philips warrants that such Licensed Software shall substantially conform to its documentation.	90 Days
Philips Hemo with IntelliVue X3	For a period of 12 months commencing on the date the System is available for first patient use or customer acceptance, whichever occurs first, Philips warrants that Philips-provided hardware, excluding patient cables and disposable items (which carry no warranty), shall be free from defects in materials and workmanship under normal use and service.	12 Months

4.2 Unless otherwise expressly stated above, replacement parts furnished under warranty are covered for the longer of:

- 4.2.1 the remainder of the original applicable warranty period; or
- 4.2.2 90 days from repair, replacement, or installation.

4.3 Warranty Exclusions

4.3.1 The following additional warranty exclusions shall apply to:

- 4.3.1.1 use of any covered product(s) with hardware or network connections that do not meet the applicable hardware or network requirements of the product(s); or
- 4.3.1.2 use of any covered product(s) in any manner other than its intended use.

4.4 System Software and Software Updates.

4.5 The software provided with the System will be the latest version of the standard software available for that System as of the 90th day prior to the date the System is delivered to Customer.

4.6 Updates to standard software for the System that do not require additional hardware or equipment modifications will be performed as a part of normal warranty service during the term of the warranty.

4.7 All software is and shall remain the sole property of Philips or its software suppliers.

4.8 Use of the software is subject to the terms of a separate software license agreement.

4.9 No license or other right is granted to Customer or to any other party to use the software except as set forth in the license agreements.

4.10 Any Philips' maintenance or service software and documentation provided with the System and/or located at Customer's premises is intended solely to assist Philips and its authorized agents to install and to test the System, to assist Philips and its authorized agents to maintain and to service the System under a separate support agreement with Customer, or to permit Customer to maintain and service the System.

4.11 Customer agrees to restrict the access to such software and documentation to Philips' employees, those of its authorized agents and its authorized employees of Customer only.

5. Warranty Start Date

5.1 Unless otherwise stated in the quotation or product schedule, the Warranty Start Date is when the system is available for first patient use or upon customer acceptance, whichever occurs first.

6. Philips' Warranty Remedies

6.1 If Customer provides Philips written notice of a valid warranty claim during the applicable warranty period, and provides Philips reasonable access to the affected Covered Product, Philips shall, at its option:

- 6.1.1 repair the nonconforming Covered Product;
- 6.1.2 replace the nonconforming Covered Product or component with new, remanufactured, or functionally equivalent product or part;
- 6.1.3 re-perform any nonconforming warranty service included with the sale of the Covered Product;
- 6.1.4 correct, replace, or provide a workaround for nonconforming Software; or

6.1.5 if Philips is unable to cure the nonconformity within a reasonable period, refund the price paid for the nonconforming Covered Product or affected portion thereof, against return of the Covered Product if requested by Philips.

6.2 Replacement parts may be new, remanufactured, or equivalent in performance to new.

6.3 These remedies are Customer's exclusive remedies and Philips' sole liability for breach of warranty.

7. Warranty Service Modality

7.1 Warranty service may be provided by Philips on-site, remotely, by depot repair, by exchange replacement, or by other service method determined by Philips based on the applicable Covered Product and issue.

7.2 Unless otherwise expressly stated:

7.2.1 warranty labor and replacement parts are included during Philips' normal service hours; Warranty service outside of normal working hours (i.e., 8:00 AM - 5:00 PM in the time zone where the Customer is located, Monday through Friday, excluding Philips' observed holidays), will be subject to payment by Customer at Philips' standard service rates.

7.2.2 service outside Philips' normal service hours may be billable at Philips' then-current rates; and

7.2.3 removed or replaced parts become Philips' property unless otherwise required by law.

8. Customer Conditions to Warranty Coverage

As conditions to warranty coverage, Customer shall:

8.1 use the Covered Products in accordance with the Documentation and applicable law;

8.2 maintain the site, utilities, operating environment, and environmental conditions required by Philips;

8.3 perform routine operator maintenance and care identified in the Documentation as Customer responsibility;

8.4 not permit unauthorized repair, service, modification, relocation, remanufacture, or alteration;

8.5 maintain reasonable backup, recovery, and cybersecurity protections, where applicable;

8.6 install or permit installation of safety-related updates, corrective actions, or required fixes made available by Philips;

8.7 provide Philips timely physical and/or remote access reasonably necessary to diagnose and resolve warranty claims.

8.8 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);

8.9 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

8.10 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.

9. Philips' Remote Services Network

9.1 Customer will:

9.1.1 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

9.1.2 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).

9.2 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.

9.3 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.

10. Exclusions

Unless expressly stated otherwise in this Product-Specific Warranty Statement, this warranty does not apply to any defect, nonconformity, or failure resulting in whole or in part from:

10.1 misuse, abuse, neglect, accident, improper handling, improper storage, improper transport, improper installation, or improper operation;

10.2 use contrary to the Documentation or for a purpose, configuration, or environment not intended by Philips;

10.3 customer- or third party-supplied equipment, software, interfaces, accessories, utilities, networks, or infrastructure;

- 10.4 unauthorized modification, repair, calibration, maintenance, service, remanufacture, or relocation;
- 10.5 failure to maintain required site or operating conditions;
- 10.6 viruses, malware, cyber incidents, or unauthorized access not caused by Philips' breach of its express obligations;
- 10.7 failure to maintain required backups or failure to follow Philips guidance regarding updates, security, interoperability, or operating environment;
- 10.8 normal wear and tear, cosmetic damage, or routine replacement items;
- 10.9 use outside the country of original delivery unless Philips expressly agrees otherwise;
- 10.10 any cause external to the Covered Product or beyond Philips' reasonable control; or
- 10.11 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.

11. Special Rules for Certain Items

- 11.1 Consumables/Disposables
 - 11.1.1 Consumables and Disposables are not covered by this Product-Specific Warranty Statement.
- 11.2 Third-Party Products
 - 11.2.1 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.

12. Transfer of System

- 12.1 In the event Customer transfers or relocates the System, all obligations under this warranty will terminate unless Customer receives the prior written consent of Philips for the transfer or relocation.
- 12.2 Upon any transfer or relocation, the System must be inspected and certified by Philips as being free from all defects in material, software and workmanship and as being in compliance with all technical and performance specifications.
- 12.3 Customer will compensate Philips for these services at the prevailing service rates in effect as of the date the inspection is performed.
- 12.4 Any System which is transported intact to pre-approved locations and is maintained as originally installed in mobile configurations will remain covered by this warranty.

13. Software Clarifications

Unless expressly stated otherwise in this Product-Specific Warranty Statement:

- 13.1 Philips does not warrant that Software will operate uninterrupted or error-free;
- 13.2 Philips does not warrant that all non-material defects will be corrected;
- 13.3 updates, upgrades, new releases, added functionality, interoperability work, implementation services, data migration, operating-system support, or professional services are not included in product warranty unless expressly included in the quotation or this Product-Specific Warranty Statement; and
- 13.4 customer remains responsible for backup, recovery, and customer-network security except to the extent expressly assumed by Philips elsewhere in writing.

14. Claims Procedure

To make a warranty claim, Customer must:

- 14.1 notify Philips in writing during the applicable warranty period and within a reasonable time after discovery of the issue;
- 14.2 provide reasonably sufficient detail to permit Philips to understand and investigate the claimed nonconformity;
- 14.3 follow Philips' service, return, and access procedures; and
- 14.4 where requested, return replaced Covered Product or parts to Philips.

15. Disclaimer

- 15.1 **EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS PRODUCT-SPECIFIC WARRANTY STATEMENT, PHILIPS DISCLAIMS ALL OTHER EXPRESS, IMPLIED, STATUTORY, OR OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.**