PHILIPS

Mobile Surgery (MOS) 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: Zenition.

1.3 Models/SKUs/Series Covered: All New and Circular Edition Systems.

1.4 Included Components/Accessories: Everything manufactured by Philips.

1.5 For clarity, this Product-Specific Warranty Statement does not apply to:

1.5.1 Subscription Services or hosted/SaaS offerings;

1.5.2 services sold under a separate service agreement;

1.5.3 third-party products, software, or services, except as expressly stated below;

1.5.4 consumables or disposables, except as expressly stated below; or

1.5.5 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:

3.1.2 be free from material defects in materials and workmanship; and

3.1.3 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 Accessories/Replacement Parts/Other

3.4.1 Detector and Tube are both covered by warranty.

4. Warranty Period

4.1 The warranty period for the Covered Products is:

Covered Product Category	**Warranty Period**
Hardware Products	System – 12 months
Embedded Software	Same as Hardware
Stand-alone Software	90 days
Circular Edition	System – 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.

5. Warranty Start Date

Unless otherwise stated in the quotation or product schedule, the Warranty Start Date is:

5.1 Installed Hardware
- 5.1.1 For Hardware Products installed by Philips, the Warranty Start Date is the date of Customer's receipt of the Product as evidenced by the proof of delivery and further provided that the warranty shall be prolonged to cover the period of installation until handover or first clinical use, whichever occurs first.

5.2 Non-Installed Hardware
- 5.2.1 For Hardware Products not installed by Philips, the Warranty Start Date is the date of Customer's receipt of the Product as evidenced by the proof of delivery.

5.3 Stand-alone Software
- 5.3.1 For stand-alone Software, the Warranty Start Date is upon delivery.

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:

7.3 warranty labor and replacement parts are included during Philips' normal service hours;

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

7.5 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; and

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

9. 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:

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

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

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

9.4 unauthorized modification, repair, calibration, maintenance, service, remanufacture, or relocation;

9.5 failure to maintain required site or operating conditions;
9.6 viruses, malware, cyber incidents, or unauthorized access not caused by Philips' breach of its express obligations;
9.7 failure to maintain required backups or failure to follow Philips guidance regarding updates, security, interoperability, or operating environment;
9.8 normal wear and tear, cosmetic damage, or routine replacement items;
9.9 use outside the country of original delivery unless Philips expressly agrees otherwise; or
9.10 any cause external to the Covered Product or beyond Philips' reasonable control.

10. Special Rules for Certain Items

10.1 Diagnostic X-Ray Tubes. Monoblock X-Ray Source (BV Pulsera, Veradius, Veradius Neo, Veradius Unity, Zenition).
10.1.1 Philips' Monoblock X-Ray source installed as part of the BV Pulsera, Veradius, Veradius Neo, Veradius Unity, and Zenition will perform for a period of 12 months or will be replaced by Philips at no charge to Customer.
10.1.2 Claims must be made within 12 months after installation and 14 months after date of shipment from Philips.
10.2 Diagnostic X-Ray Tubes (BV-Endura).
10.2.1 Philips' FA Monoblock installed as part of the BV Endura will perform for a period of 12 months or will be replaced by Philips at no charge to Customer.
10.2.2 Claims must be made within 12 months after installation and 14 months after date of shipment from Philips.
10.3 Consumables/Disposables
10.3.1 Consumables and Disposables are not covered by this Product-Specific Warranty Statement.
10.4 Refurbished/Used Products
10.4.1 Refurbished or used products are covered only if expressly identified in Section 1 and only for the warranty period stated in Section 4.
10.5 Third-Party Products
10.5.1 Third-party products, software, or services supplied by Philips are not warranted. To the extent assignable, Philips may pass through available third-party warranties.

11. Software Clarifications

Unless expressly stated otherwise in this Product-Specific Warranty Statement:
11.1 Philips does not warrant that Software will operate uninterrupted or error-free;
11.2 Philips does not warrant that all non-material defects will be corrected;
11.3 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
11.4 customer remains responsible for backup, recovery, and customer-network security except to the extent expressly assumed by Philips elsewhere in writing.

12. Claims Procedure

To make a warranty claim, Customer must:
12.1 notify Philips in writing during the applicable warranty period and within a reasonable time after discovery of the issue;
12.2 provide reasonably sufficient detail to permit Philips to understand and investigate the claimed nonconformity;
12.3 follow Philips' service, return, and access procedures; and
12.4 where requested, return replaced Covered Product or parts to Philips.

13. Disclaimer

13.1 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.