

PHILIPS CANADA CONSUMABLES PRODUCT WARRANTY

Unless otherwise specified by Philips Electronics Ltd. (“Philips Canada”), Philips Canada warrants to the end user purchaser (“Customer”) of the Philips consumable product (the “Product”) that for the lesser of 1 year from the date of shipment, or the remainder of the Products’ shelf life as determined by Philips Canada in its reasonable discretion (the “Warranty Period”), the Product will materially conform to the Product’s specifications and be free from significant defects in materials and workmanship. This warranty is provided solely to the Customer and may not be transferred or assigned. This section sets out Philips Canada’s only obligations and sole liability, and the Customer’s exclusive remedy, for any defects in the Products. If Philips Canada determines, in its reasonable discretion, that a Product is defective and that such defect or malfunction has not been caused or contributed to by any of the below noted factors, then Philips Canada’s obligations under any Product warranty shall be limited, at Philips Canada’s option, to the repair or the replacement of the Product, or to a refund of the purchase price paid by the Customer after the Product is returned to Philips Canada. In addition to or in lieu of the Product warranty provided herein, Philips Canada may provide specific Product warranties and warranty exclusions or restrictions with respect to a particular Product. Customer’s remedy under this warranty is conditional upon Philips Canada receiving written notice of an alleged Product defect during the Warranty Period and within 30 days following the discovery of the alleged defect by the Customer. Philips Canada’s obligations under any Product warranty do not apply to Product defects caused or contributed to by: (i) improper or inadequate maintenance or calibration by the Customer or its agents; (ii) Customer or third party supplied software, interfaces, or supplies; (iii) use or operation of the Product other than in accordance with the Product’s directions for use or any instructions from Philips Canada or the Product’s manufacturer; (iv) re-use or re-sterilization of any Product other than strictly in accordance with the Product’s specifications; (v) use of a Product that has reached or passed its shelf life expiration date; (vi) abuse, negligence, tampering, accident, loss, use by inadequately trained users, or damage in transit by non-Philips carriers; (vii) improper site preparation, improper storage, improper handling; (viii) unauthorized maintenance, repackaging, reprocessing, processing, sterilization or modifications to the Product; (ix) harmful codes, viruses or similar software interference resulting from the connection of the Product to a network; or (x) a Product’s combination with or connection to any product, equipment, software, or other component not authorized by Philips Canada. Third party manufactured products (“Third Party Products”), including any Third Party Products contained, incorporated, attached to, or packaged with Products, are not covered under the above warranty and Philips Canada makes no representations or warranties with respect to any Third Party Product; however, Philips Canada shall use reasonable efforts to extend to the Customer any third party warranty for Third Party Products. Philips Canada reserves the right to use refurbished parts and components in the manufacture and repair of the Products. Any such refurbished parts or components shall be subject to the same inspection and quality control procedures as all other materials used in the manufacture of the Products, and shall be warranted to the same extent as all other components under the applicable Product warranty. THE WARRANTIES SET FORTH HEREIN ARE THE ONLY WARRANTIES MADE BY PHILIPS CANADA IN CONNECTION WITH THE PRODUCT, 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. To the extent permitted by applicable law, Philips Canada disclaims all other

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The liability, if any, of Philips Canada for all losses, costs, liabilities, claims, interest, fines, penalties, assessments, damages available at law or in equity, expenses (including consultant's, expert's and legal fees) or diminution in value, whether or not involving a claim by a third party, whether claimed hereunder or for breach of warranty, negligence, strict liability, tort, extra-contractual obligation or otherwise, shall be limited in the aggregate to an amount not to exceed the purchase price of the Product giving rise to the claim.

IN NO EVENT SHALL PHILIPS CANADA BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF DATA, IMAGE FAILURE, LOSS OF USE DAMAGES, BUSINESS INTERRUPTION, LOST REVENUES OR PROFITS, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES. PHILIPS CANADA SHALL HAVE NO LIABILITY FOR ANY GRATUITOUS ADVICE PROVIDED TO THE CUSTOMER. Customer further acknowledges and agrees that the handling, storage and preparation of the Products, as well as other factors relating to patient diagnosis, treatment, surgical procedures and other matters beyond the control of Philips Canada, may directly affect Products and the results obtained from their use. Philips Canada disclaims any responsibility and liability for any medical diagnosis, course of treatment or surgery, and/or medical complications – including death – directly or indirectly resulting from the use of any Product. Customer is solely responsible for ensuring that data (including any personal information or personal health information) processed, communicated or transmitted via the Products is properly backed up, maintained and stored in accordance with all applicable laws.