

Philips Respironics E30 Ventilator Limited Warranty

Respironics, Inc., a Philips company (“Philips Respironics”), warrants that the Philips Respironics E30 Ventilator will be free from defects of workmanship and materials and will perform in accordance with the product specifications for a period of one (1) year from the date of shipment by Philips Respironics to the customer or the end of the COVID-19 emergency use authorization, whichever is shorter. If the product fails to perform in accordance with the product specifications, Philips Respironics will repair or replace – at its option – the defective product, material or part. Philips Respironics will pay customary freight charges from Philips Respironics to the dealer location only. This warranty does not cover damage caused by accident, misuse, abuse, alteration, water ingress, and other defects not related to material or workmanship. The Philips Respironics Service department shall examine any devices returned for service, and Philips Respironics reserves the right to charge an evaluation fee for any returned device as to which no problem is found after investigation by Philips Respironics Service.

This warranty is non-transferable and Philips Respironics reserves the right to charge for warranty service of failed product not purchased directly from Philips Respironics or authorized distributors.

Philips Respironics disclaims all liability for economic loss, loss of profits, overhead, or consequential damages which may be claimed to arise from any sale or use of this product. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. The Department of Health and Human Services Declaration Under the Public Readiness Act for Medical Countermeasures Against COVID-19 applies to the Philips Respironics E30 Ventilator in the United States.

This warranty is given in lieu of all other express warranties. In addition, any implied warranties – including any warranty of merchantability or fitness for the particular purpose – are limited to two years. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary by jurisdiction.

Emergency Use Authorization: The Philips Respironics E30 Ventilator is provided globally for use under local emergency use authorizations, such as the FDA Emergency Use Authorization for ventilators, Health Canada Interim Order for use in relation to COVID-19, and waiver of CE marking, which authorize its use for the duration of the COVID-19 public health emergency, unless terminated or revoked (after which the products may no longer be used). The product is not FDA cleared or approved.

To exercise your rights under this warranty, contact Philips Respironics at:

1001 Murry Ridge Lane
Murrysville, Pennsylvania 15668-8550
1-724-387-4000

Deutschland
Gewerbestr. 17
82211 Herrsching, Germany
+49 8152 93060

Note: For Australian and New Zealand customers this warranty replaces the warranty contained above.

1. Respiroics, Inc., a Philips company (“Philips Respiroics”), warrants that the Products shall be free from defects of workmanship and materials and will perform in accordance with the Product specifications.
2. This warranty is valid for a period of one (1) year from the date of purchase from Philips Respiroics or an authorized Philips Respiroics dealer or the end of the COVID-19 emergency use authorization, whichever is shorter.
3. If the Product is found to contain a defect of workmanship or materials or fails to perform in accordance with the Product specifications during the applicable warranty period, Philips Respiroics will repair or replace, at its option, the defective material or part.
4. The customer is responsible for returning the product to an authorised Philips Respiroics dealer, and collecting the product from the authorised Philips Respiroics dealer after repair or replacement, at its own cost. Philips Respiroics is responsible only for the freight cost of transporting the product between the authorised Philips Respiroics dealer and Philips Respiroics. Philips Respiroics reserves the right to charge an evaluation and postage fee for any returned Product where no problem is found following investigation.
5. This warranty does not cover:
 - a. products purchased outside of Australia or New Zealand;
 - b. damage caused by accident, misuse, abuse, alteration, pest infestation, liquid ingress, and other defects not related to materials or workmanship.
6. The warranty provided by Philips Respiroics herein is not transferrable by the Buyer in the event of any sale or transfer of Products purchased by the Buyer from an authorized Philips Respiroics dealer.
7. To the extent permitted by law, where the Buyer has the benefit of an implied guarantee under the Australian Consumer Law, but the Product is not of a kind ordinarily acquired for personal, domestic or household use or consumption Philips Respiroics’ liability shall be limited, at the option of Philips Respiroics, to the replacement or repair of the Product or the supply of an equivalent Product.
8. To exercise your rights under this warranty, contact your local authorised Philips Respiroics dealer. A list of all authorised dealers is available at the following link: <http://www.philips.com.au/healthcare>. Alternatively, you can make a claim under this warranty by contacting Philips Respiroics directly at: Philips Electronics Australia Limited, 65 Epping Road, North Ryde NSW 2113, Australia. Tel: 1300 766 488, Email: repairs-src@philips-easyconnect.com.
9. The following statement is provided to a Buyer who is a “consumer” under the Australian Consumer Law: Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the good repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.
10. The following statement is provided to a Buyer who is a “consumer” under the Consumer Guarantees Act 1993, New Zealand: Our goods come with guarantees that cannot be excluded under the Consumer Guarantees Act 1993. This guarantee applies in addition to the conditions and guarantees implied by that legislation.
11. **Emergency Use Authorization:** The Philips Respiroics E30 Ventilator is provided globally for use under local emergency use authorizations, such as the FDA Emergency Use Authorization for ventilators, Health Canada Interim Order for use in relation to COVID-19, and waiver of CE marking, which authorize its use for the duration of the COVID-19 public health emergency, unless

terminated or revoked (after which the products may no longer be used).
AUSTRALIAN SPONSOR DETAILS:

Philips Electronics Australia Ltd.
65 Epping Road, North Ryde, NSW 2113
Australia.