

HOSPITAL PATIENT MONITORING PRODUCT WARRANTY

This product warranty document is an addition to the terms and conditions set forth at [Terms and Conditions of Sale | Philips](#) and applies to the Hospital Patient Monitoring Product(s) listed on the Quotation. Unless specifically listed below, this warranty does not apply to replacement parts. The terms and conditions of the Quotation are incorporated into this warranty document. The capitalized terms herein have the same meaning as set forth in the Quotation

1. **Product Warranty.**

- 1.1 Philips Healthcare, a division of Philips North America LLC (Philips) warrants to Customer that except as otherwise indicated in the Product table, each Philips' Hospital Patient Monitoring Product ("Product"; see Table 13.1) will perform in substantial compliance with its performance specifications, in the documentation accompanying the Product, for a period of thirty-six (36) months after completion of installation and availability for first patient use. For all products that do not require installation, the warranty period begins on the date of invoice.
- 1.2 If your purchase includes a VS30 EarlyVue monitor, then a thirty-six (36) month return to bench warranty or a thirty-six (36) month parts-only warranty is included.
- 1.3 Any glassware or flat detectors provided with the Product is subject to special warranty terms set forth below.

2. **Product Options, Upgrades or Accessories.**

- 2.1 Any Philips' authorized options, upgrades, or accessories for the Product which are delivered and/or installed on the Product during the original term of the Product 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:
 - 2.1.1 upon termination of the initial warranty period for the Product on which the option, upgrade or accessory is installed; or
 - 2.1.2 after ninety (90) days for parts only from the date of installation.

3. **Product Software and Software Updates.**

- 3.1 The software provided with the Product will be the latest version of the standard software available for that system as of the ninetieth (90th) day prior to the date the Product is delivered to Customer.
- 3.2 All software is and shall remain the sole property of Philips or its software suppliers.
- 3.3 Use of the software is subject to the terms of a separate software license agreement. Customer must sign all such license agreements prior to or upon the delivery of the Product.
- 3.4 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. Any Philips' maintenance or service software and documentation provided with the Product and/or located at Customer's premises is intended solely to assist Philips and its authorized agents to install and to test the Product, to assist Philips and its authorized agents to maintain and to service the Product under a separate support agreement with Customer, or to permit Customer to maintain and service the Product.
- 3.5 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.

4. **Medical Consumables and Sensors (MCS) Warranty.**

- 4.1 Philips warrants reusable supplies products against defects in materials and workmanship as defined in the table in Section 13.1.
- 4.2 For single patient use (SPU)/disposable items, Philips guarantees that they will work out of the box.
- 4.3 If applicable, please also refer to the product for the manufacturer's warranty.

5. **MR Patient Care (MRPC) Warranty.**

- 5.1 Philips warrants MR Patient Care products against defects in materials and workmanship for the period defined in the MRPC table included in Section 13.1 .
- 5.2 For single patient use (SPU)/disposable items, Philips guarantees that they will work out of the box.
- 5.3 If applicable, please also refer to the product for the manufacturer's warranty.

5.4 MR Patient Care (MRPC) Patient Monitors are supported both onsite and at the bench.

6. Warranty Inclusions.

During the term of the Warranty, Philips will provide the Customer with:

6.1 Product support and troubleshooting via telephone or remote connection; and

6.2 Spare parts, as such may be needed for the Products, including the costs for shipping of such spare parts.

7. Warranty Exclusions.

7.1 Philips does not warrant that Products will operate error free or without interruption.

7.2 During the warranty period, Philips personnel may schedule planned maintenance of the Product at a mutually agreeable time and date. Such planned maintenance is not included as part of this warranty and may be charged to Customer by Philips.

7.3 Updates to standard software for the Product that do not require additional hardware or equipment modifications will be performed as a charged service during the warranty period.

7.4 Any fixes, patches, updates or upgrades to the software, including without limitation, any professional services are not covered by any warranty or condition, express, implied, or statutory.

7.5 In addition, the warranty does not apply:

7.5.1 To network hardware components, network operating systems, and network wires;

7.5.2 Consumables used in the operation of a Product, such as, but not limited to storage media;

7.5.3 If the defect is caused by connecting peripherals, additional equipment, supplies or accessories (including software) that have not been tested and validated by Philips;

7.5.4 if the proof of purchase has been altered or made illegible;

7.5.5 if the model number, serial number, or production date code on the product has been altered, removed, or made illegible;

7.5.6 if the Product was purchased as faulty stock;

7.5.7 if repairs or modifications to the Product have been performed by unauthorized service organizations or persons;

7.5.8 if the defect is the result of use outside the intended purpose;

7.5.9 if the defect is caused by abuse of the Product;

7.5.10 if the defect is caused by environmental conditions that are not in accordance with the user manual;

7.5.11 if the device has been damaged, including but not limited to damage by animals, lightning, abnormal voltage, fire, natural disaster, transportation, or water (unless the user manual expressly states that the product may be exposed to water or cleaning liquids);

7.5.12 nor normal wear and tear, or replacement of consumable parts;

7.5.13 if the Product does not function properly because it was not originally designed, manufactured, or approved for use in the country where the product is used;

7.5.14 if the product does not function properly due to problems with access to, or connection with service providers, such as interruptions in the access networks, faults on the subscriber's or the correspondent's line, local network fault (cabling, file server, user's network) and faults in the transmission network (interference, scrambling, faults or poor network quality); and

7.5.15 if the product is defective due to the wear of its parts, which are consumable by their nature.

8. Warranty Limitations.

8.1 Philips' sole obligations and Customer's exclusive remedy under any product warranty are limited, at Philips' option, to the repair or the replacement of the product or a portion thereof within thirty (30) days after receipt of written notice of such material breach from Customer (Product Warranty Cure Period) or, upon expiration of the Product Warranty Cure Period, to a refund of a portion of the purchase price paid by the Customer, upon Customer's request.

8.2 Any refund will be paid to the Customer when the product is returned to Philips.

- 8.3** 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.
- 8.4** This warranty is subject to the following conditions:
- 8.4.1** That the Product is installed by authorized Philips' representatives (or is to be installed in accordance with all Philips' installation instructions by personnel trained by Philips);
 - 8.4.2** That the Product 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;
 - 8.4.3** That the Product is 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;
 - 8.4.4** That the Product is only used with supplies and accessories which have been validated by Philips; and
 - 8.4.5** Customer acknowledges that use of any supplies and accessories that have not been validated by Philips may damage the Product, and that Philips may not cover any such damage to the Product.
- 8.5** 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.
- 8.6** Philips does not provide a warranty for any third party products (with the exception of certain Technology Solutions 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.
- 8.7** The obligations of Philips described herein are Philips' only obligations and Customer's sole and exclusive remedy for a breach of a product warranty.
- 8.8** THE WARRANTIES SET FORTH HEREIN WITH RESPECT TO A PRODUCT (INCLUDING THE SOFTWARE PROVIDED WITH THE PRODUCT), ARE THE ONLY WARRANTIES MADE BY PHILIPS IN CONNECTION WITH THE PRODUCT; THE SOFTWARE, AND THE TRANSACTIONS CONTEMPLATED BY THE QUOTATION, 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.
- 8.9** Philips may use refurbished parts in the manufacture of the products, which are subject to the same quality control procedures and warranties as for new products.
- 9. Philips' Remote Services Network (RSN).**
- 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 and material rates for all time spent by Philips' service personnel waiting for access to the products.

10. Transfer of Product.

- 10.1 At Philips' discretion, if Customer transfers or relocates the Hospital Patient Monitoring installable Product, or any portion thereof, all obligations under this warranty document will terminate unless Customer receives the prior written consent of Philips for the transfer or relocation.
 - 10.1.1 At Customer's request, Philips, at its discretion, will re-locate the Hospital Patient Monitoring Product and shall re-certify the Hospital Patient Monitoring Product, at the Customers expense.

11. Limitation of Liability.

- 11.1 THE TOTAL LIABILITY OF PHILIPS ARISING UNDER OR IN CONNECTION WITH THE PRODUCT FOR ANY BREACH OF CONTRACTUAL OBLIGATIONS, WARRANTY, NEGLIGENCE, UNLAWFUL ACT OR OTHERWISE IN CONNECTION WITH THE PRODUCT IS LIMITED TO THE ACTUAL PURCHASE PRICE RECEIVED FOR THE PRODUCT THAT GAVE RISE TO THE CLAIM.
- 11.2 PHILIPS SHALL NOT BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES AND/OR FOR ANY DAMAGES INCLUDING, LOSS OF DATA, PROFITS, REVENUE, BUSINESS INTERRUPTION OR USE IN CONNECTION WITH OR ARISING OUT OF THESE CONDITIONS OF SALE, REGARDLESS OF WHETHER THEY ARE FORESEEABLE OR NOT AND WHETHER THE CLAIM IS MADE IN TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, INDEMNITY, AT LAW OR IN EQUITY. NEITHER PHILIPS NOR PHILIPS' SUPPLIERS SHALL BE LIABLE FOR ANY LOSS OR INABILITY TO USE MEDICAL OR OTHER DATA STORED ON OR BY THE PRODUCT.
- 11.3 THE EXCLUSION OF LIABILITY IN THESE CONDITIONS OF SALE SHALL ONLY APPLY TO THE EXTENT ALLOWED UNDER THE APPLICABLE LAW.
- 11.4 FOR US CUSTOMERS, THE FOLLOWING ARE NOT SUBJECT TO THE LIMITATIONS OF LIABILITY UNDER SECTION 11.1:
 - 11.4.1 THIRD PARTY CLAIMS FOR DIRECT DAMAGES FOR BODILY INJURY OR DEATH TO THE EXTENT CAUSED BY PHILIPS' NEGLIGENCE OR PROVEN PRODUCT DEFECT.
 - 11.4.2 CLAIMS OF TANGIBLE PROPERTY DAMAGE REPRESENTING THE ACTUAL COST TO REPAIR OR REPLACE PHYSICAL PROPERTY TO THE EXTENT CAUSED BY PHILIPS NEGLIGENCE OR PROVEN PRODUCT DEFECT.
 - 11.4.3 OUT OF POCKET COSTS INCURRED BY CUSTOMER TO PROVIDE PATIENT NOTIFICATIONS, REQUIRED BY LAW, TO THE EXTENT SUCH NOTICES ARE CAUSED BY PHILIPS UNAUTHORIZED DISCLOSURE OF PROTECTED HEALTH INFORMATION.
 - 11.4.4 FINES/PENALTIES LEVIED AGAINST CUSTOMER BY GOVERNMENT AGENCIES CITING PHILIPS' UNAUTHORIZED DISCLOSURE OF PROTECTED HEALTH INFORMATION AS THE BASIS OF THE FINE/PENALTY, ANY SUCH FINES OR PENALTIES SHALL CONSTITUTE DIRECT DAMAGES.

12. Force Majeure

- 12.1 Philips and Customer shall each be excused from performing its obligations (except for payment obligations) arising from any delay or default caused by events beyond its reasonable control including, but not limited to: acts of God, health pandemics, acts of any civil, military, or government authority, fire, floods, war, embargoes, labor disputes, acts of sabotage, riots, accidents, delays of carriers, voluntary or mandatory compliance with any government act, regulation, mandatory direction, or request. For clarity, Customer requests shall not be considered 'government' requests under this section.

13. Applicable Products

- 13.1 The following table lists the specific Products to which this warranty document applies:

WARRANTY NAME	WARRANTY DESCRIPTION	SERVICE LOCATION	WARRANTY PERIOD	PERIOD OF COVERAGE	RESPONSE TIME	MONITORING PRODUCTS Product Number/Description
3 Year	Customer Site Repair	Onsite	3 Years	7*24	Maximum Next Day Onsite	IntelliVue Patient Monitors, IntelliVue Dock [867043] MX400, MX450, MX500, MX550, MX750, MX850, X3 [867030], MX100 [867033], Avalon FM20, FM30, FM50
3 Year	Customer Site Repair	Onsite	3 Years	8am - 5pm, Monday - Friday ⁽⁶⁾	Maximum Next Business Day	InelliVue FMX-4 (866468) IntelliVue MMX [867036] Hemodynamic Extension [867039], Capnography Extension [867040] Microstream Extension [867041] Parameter Modules: Cardiac Output (M1012A), Pulse Oximetry (M1020B), Invasive Pressure (M1006B), Temperature (M1029A) IntelliBridge EC10 Module [865115] Tempus Pro Monitor [989706000032, 989706000082, 989706000001, 989706000031, 989706000051, 989706000081, 989706000101, 989706002081, 989706012180, 867420, 867421, 867422, 867423]

3 Year	Customer Site Repair	On Site	3 Years	7 * 24	Maximum Next Day Onsite	Expression Patient Monitor (MR400) - 866185 (2) (9) MR Patient Care Portal 5000 - 866162
1 Year	Customer Site Repair	On Site	1 Year	7 * 24	Maximum Next Day Onsite	<p>MX40; MP5 and MP5SC; IntelliVue Telemetry System {1.4GH} IntelliVue Wireless Infrastructure [802.11] Philips Information Center iX C Hardware [866424] Philips Information Center iX 4 Hardware [866424] ST80i Treadmill [TKM42500] TMX428 Treadmill – For the TrackMaster Model PageWriter TC70 Cardiograph [860315], most repairs can be completed remotely. Occasional onsite support only if required.</p> <p>PageWriter TC50 [860310] Most repairs can be completed remotely. Occasional onsite support only if required. This is an optional warranty purchased with the TC50 as an option if desired. Avalon CL [866074, 866075, 866076, 866077] Stress System ST80i [860343] ST80i Upgrade Kit [860351] Wide Range POD (866487) Fetal & Maternal POD (866488) Wired Avalon transducers (867245, 867246, 867247)</p>

Bench	Repair and Return of Customer Unit	Philips Customer Repair Ctr.	1 Year	8am – 5pm, Monday – Friday ⁽⁶⁾	Typical 3 Business Days ⁽⁵⁾	Bilichek Advanced System ⁽²⁾
Bench	Repair and Return of Customer Unit	Philips Customer Repair Ctr.	2 Years	8am – 5pm, Monday – Friday ⁽⁶⁾	Typical 5-7 Business Days ⁽⁵⁾	Holter Recorders
Bench	Repair and Return of Customer Unit (with Loaner) ⁽²⁾	Philips Customer Repair Ctr	2 Years	8am – 5pm, Monday – Friday ⁽⁶⁾	Typical 3 Business Days ⁽⁵⁾	860310 PageWriter TC50 Cardiograph (7) This is the standard warranty but can be changed to a one-year on-site warranty through the purchase of a product option. Tempus Pro Monitor [989706000032, 989706000082, 989706000001, 989706000031, 989706000051, 989706000081, 989706000101, 989706002081, 989706012180, 867420, 867421, 867422, 867423]
Bench	Repair and Return of Customer Unit	Philips Customer Repair Ctr	3 Years	8am – 5pm, Monday – Friday ⁽⁶⁾	Typical 3 Business Days ⁽⁵⁾	EarlyVue VS30
Bench	Repair and Return of Customer Unit	Philips Customer Repair Ctr.	5 Years parts only; 3 Years bench repair for additional fee	8am – 5pm, Monday – Friday ⁽⁶⁾	Typical 3 Business Days ⁽⁵⁾	860437 PageWriter TC35
Bench	Repair and Return of Customer Unit	Philips Customer Repair Ctr.	3 Years	8am – 5pm, Monday – Friday ⁽⁶⁾	8am – 5pm, Monday – Friday ⁽⁶⁾	860306 PageWriter TC30 Cardiograph

Exchange	Product Exchange	N/A	3 Years	8am – 5pm, Monday – Friday ⁽⁶⁾	Typical Next Business Day	BIS Module [M1034B]; EEG Module [M1027B] IntelliVue NMT Module [865383] Invasive Blood Pressure Module [M1006B] Masimo Rainbow SET IV Module [867191] IntelliBridge EC5 ID-Module [865114]
Exchange	Repair or Replace	Philips/ Respironics Customer Repair Ctr.	2 Years	8am – 5pm, Monday – Friday ⁽⁶⁾	Typical Next Business Day	Tempus LS Defibrillator [989706001681]
Exchange	Repair or Replace	Philips/ Respironics Customer Repair Ctr.	1 Year	8am - 5pm, Monday – Friday ⁽⁶⁾	Typical Next Business Day	Exergen Temporal Scanner [867095] Respironics CapnoStat 5 [1015928] Respironics C5LoFlo [1022054]
Exchange	Product Exchange	N/A	5 Years	8am – 5pm, Monday – Friday ⁽⁶⁾	Typical Next Business Day	HeartStart FR3 Text AED (861388) HeartStart FR3 ECG AED [861389]
Exchange	Product Exchange	N/A	8 Years	8am – 5pm, Monday – Friday ⁽⁶⁾	Typical Next Business Day	HeartStart OnSite AED (M5066A) HeartStart Home AED (M5068A) HeartStart FRx AED (861304)

Exchange	Product Exchange	N/A	1 Year	8am – 5pm, Monday – Friday ⁽⁶⁾	Typical Next Business Day	AED Remote Monitor (860461)
Media Replacement Only	Media Replacement	N/A	90 Days ⁽³⁾	N/A	N/A	Philips Information Center iX 4 Software 866389, 866390 IntelliBridge Enterprise [866183] IntelliVue Guardian Software [866009] IntelliSpace Perinatal [867061] IntelliSpace ECG 860426 {Software Application Only} Holter Software System including Software Upgrades [860331]
Biomed	In-house Biomedical Parts	Customer Site	3 Years	8am – 5pm, Monday – Friday ⁽⁶⁾	Typical Next Business Day	VS30 Tempus Pro Monitor [989706000032, 989706000082, 989706000001, 989706000031, 989706000051, 989706000081, 989706000101, 989706002081, 989706012180, 867420, 867421, 867422, 867423]

Notes:

1. These devices offer optional warranties; the Customer must select one at the time of order or the default of the one (1) year warranty will be applied.
2. Philips will provide a loaner for period of time product is under repair.
3. Warranty applies to media only.
4. Most repairs can be completed remotely. Occasional onsite support may be required.
5. 3-7 days does not include transportation to and from Philips Customer Repair Center.
6. Excluding scheduled Philips' holidays.
7. Demo equipment will receive the same warranty as new equipment.
8. When supplied by Philips, a ninety (90) day warranty will be offered on the internal and detachable battery.
9. Tempus Pro has 3 warranty options selectable at time of sale: 1 Year OnSite, 2 Year Bench (with loaner) & 3 Year In House Biomedical Parts.

Part Number	Part Description	Warranty Period (from Delivery date)	Support Route
866185	Expression Patient Monitor (MR400)	3 years	1
866162	MR Patient Care Portal 5000	3 years	1
989803192761	Wireless ECG Patient Module (Gen 3) 1-5	1 year (when purchased commercially or with MR400)	1
989803194341	Wireless ECG Patient Module (Gen 3) 6-10	1 year (when purchased commercially or with MR400)	1
989803192771	Wireless SPO2 Patient module (Gen 3) 1-5	1 year (when purchased commercially or with MR400)	1
989803194331	Wireless SpO2 Patient Module (Gen 3) 6-10	1 year (when purchased commercially or with MR400)	1
989803161991	Quick Connect SpO2 Probe, MRI	1 year	2
989803166531	Adult SpO2 Clip	1 year	2
989803166541	Pediatric SpO2 Clip	1 year	2
989803193721	Wide ECG 3.0 Cable AAMI	6 months	2
989803193731	Standard ECG 3.0 Cable AAMI	6 months	2
989803193741	Neonatal ECG 3.0 Cable AAMI	6 months	2
989803194511	FLEXTemp II SENSOR	6 months	2
989803182641	Adult NBP Cuff (reusable)	6 months	2
989803182541	Adult NBP Cuffs (10) (disposable)	3 Months	2
989803183221	Adult Pressure Interconnect Hose	6 months	2
989803183231	Neonatal Pressure Interconnect Hose	6 months	2
989803191031	Module Battery Charger	6 months	2
989803191341	Battery, Module (Gen 3)	1 year	2
989803152881 (9065)	Battery, Module (Gen-2) / BATT.3.7V,WRLS.PAT.MDLE. ROHS	6 months	2
N/A	Reusable accessories	6 months	2
N/A	Disposable accessories	3 months	2
<p>ECG and SPO2 Modules have a warranty period of twelve (12) months. Not all consumables have been included in this list. Reusables have a warranty period of six (6) months and disposables have a warranty period of three (3) months. MR Patient Care (MRPC) Patient Monitors are supported both onsite and at the bench.</p>			
<p>Support Routes:</p> <ol style="list-style-type: none"> Customer Care Solutions Center 800-722-9377 option 2 https://forms.office.com/e/R9Yqmr30KL 			

Hospital Patient Monitoring and MRPC Product Warranty
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