

Schedule 1
Imaging Systems Portfolio (IS)

Product Category	Products
Image Guided Therapy (IGT)	Interventional X-Ray (iXR)
	Mobile C-Arms (Surg)
	Philips Image Guided Therapy Corporation (IGTD) fka Volcano
Imaging Clinical Applications (ICAP)	IntelliSpace Portal (ISP)
Diagnostic Imaging	Digital X-Ray (DXR)
	Computed Tomography (CT)
	Magnetic Resonance (MR)
	Invivo Coils
	Positron Emission Tomography (PET/CT)
	Advanced Molecular Imaging (SPECT & SPECT/CT)
	Radiation Oncology (PROS)

1. Payment Terms

Unless otherwise specified in the quotation, Philips will invoice Customer and Customer will pay such invoice based on the date of the invoice for each product as follows:

1.1 For Imaging Systems Portfolio:

- 1.1.1 10% of the purchase price shall be due with Customer's submission of its purchase order.
- 1.1.2 70% of the purchase price shall be due on delivery of the major components of the product. Product installation will not begin until Customer has paid this portion of the purchase price.
- 1.1.3 20% of the purchase price shall be invoiced the date the product is available for first patient use. Available for first patient use means the product has been installed and substantially meets Philips' published specifications.
- 1.1.4 Payment is due net thirty (30) days from Philips' invoice date.

- 1.2 If the start of the installation is delayed for any reason beyond the control of Philips for more than thirty (30) days following the date that Philips notifies Customer that the major components of the product are available for delivery, the unpaid portion of the purchase price shall be due on the thirty-first (31st) day following such date.

2. Cancellation

- 2.1 The quotation is subject to change or withdrawal prior to written acceptance by Customer. All purchase orders issued by Customer are subject to acceptance by Philips. Orders are non-cancellable once placed.

3. Delivery

- 3.1 Philips will use reasonable efforts to ship the product to the Customer (a) by the mutually agreed upon shipment date; or (b) by the date stated in the quotation; or, (c) as otherwise agreed in writing. Philips will ship the Product according to Philips' standard commercial practices. Philips will deliver the equipment during normal working hours, 8:00AM – 5:00 PM, in the time zone where the Customer is located. Philips may make partial shipments. Philips will pay shipping costs associated with standard Product shipment.
- 3.2 Prior to the shipment of any Product, Philips may change the construction or the design of the Product without notice to the Customer so long as the function, footprint, and performance of the Product are not substantially altered.
- 3.3 If Customer requests a delay in the date major components of the Product are available for delivery, then Philips will place the Product in storage and the unpaid portion of the purchase price shall be due. Customer will reimburse Philips for all storage fees, transportation expenses, and related costs incurred by Philips.

4. Additional Customer Installation Obligations for Magnetic Resonance (MR)

- 4.1 Customer shall provide any and all site preparation and shall be in compliance with all radio frequency (RF) or magnetic shielding and acoustical suppression and building codes relevant to the Product and its installation and use.
- 4.2 If applicable, Customer's contractor or Customer's architect is required to provide detailed information on the proposed Helium Exhaust Pipe for their MRI system prior to installation to ensure safety specifications are being met.
Required Details include:
 - 4.2.1 Architectural drawing or sketch with complete dimensions including lengths, bending radii, bending angles, and pipe diameters for entire Helium Exhaust Pipe run from RF enclosure to discharge location.
 - 4.2.3 Completed Helium Exhaust Pipe Verification Checklist (Provided by Local Philips Project Manager)
 - 4.2.4 Picture showing the area where the Helium Exhaust Pipe will discharge.
- 4.3 If applicable, Magnets will not be released for delivery unless and until Helium Exhaust Pipe details are provided for verification and have been confirmed to meet all life safety specifications.
- 4.4 Costs of equipment preservation, to ensure a high quality system, will be passed to the Customer if the installation site is not ready due to delays not caused by Philips. Additionally, climate control costs during and after equipment installation are also the responsibility of the Customer. Preservation of equipment is required to prevent exposing equipment to the negative effects of a non-climate controlled construction environment, where there is dust or high humidity. Climate control could include costs associated with ensuring a climate controlled environment. Activities and expenses required for preservation

may include time, materials, and transportation to package and seal, and transport the equipment to a controlled environment to prevent dust from entering the equipment. For MR, as may be applicable, this includes the consumption of Helium for life support.