

**Schedule 5**

**Emergency Care & Resuscitation Portfolio (ECR) Capital**

Product Category	Products
Emergency Care & Resuscitation	AEDs
	ALS Monitor/Defibrillators

**1. Prices**

1.1 Unless stated otherwise on the face of the quotation, the quotation will remain valid for sixty (60) days unless withdrawn or changed prior to shipment by Philips.

**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. If Customer cancels and order prior to product shipment, Customer shall pay a cancellation charge of fifteen percent (15%) of the net order price. Orders are non-cancellable for Products shipped.

**3. Payment Terms**

3.1 Unless otherwise specified in the quotation, Philips will invoice Customer, and Customer will pay such invoice on receipt as follows: 100% of the purchase price shall be due thirty (30) days from Philips' invoice date.

**4. Delivery**

4.1 Acceptance by Customer occurs upon delivery. Philips will make reasonable efforts to meet Customer's delivery requirements. If Philips is unable to meet Customer's delivery requirements, alternative arrangements may be mutually agreed. In the absence of such agreement, Customer's sole remedy is to cancel the order, such cancellation to be subject to mutual agreement by both parties. If the Customer requests a major delay in the date of delivery of the product, Philips may attempt to arrange re-delivery within a reasonable time or may terminate the order.

**5. Installation**

5.1 Deployment and installation are Customer's responsibility.

**6. Operating Software License**

6.1 Purchase of a hardware product includes a license to use the software contained therein which software may not be reverse engineered, decompiled, altered or transferred. Customer agrees to comply with the terms of the software license. Customer agrees that it will not attempt to defeat any copy protection mechanism.