

Schedule 6

**Monitoring and Analytics (MA) &
Medical Supplies and Consumables (MS) Portfolio**

Product Category		Products Consumables and Sensors (non serialized)
Patient Care	Fetal & Medical Consumables and Supplies (MCS)	Accessories / Supplemental
		ECG Cables and Lead sets
		ECG Electrodes
		Fetal Measurements
		Gas Measurements
		NIBP Cuffs
		Paper
		SpO2 Adapter cables
		SpO2 Reusable sensor
		SpO2 Single-patient
	Temperature	
	Emergency Care and Resuscitation	AED Consumables
		ALS Consumables
	Hospital Respiratory Care	Masks Specialty Masks Circuits
Children's Medical Ventures	Jaundice	
	Calming and Soothing Positioning Dev Care Therapy Support	
Invivo	Invivo Monitor Consumables	
Image Guided Therapy	Image Guided Therapy	Consumables (lead wires, catheters)

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- 1.1 Unless stated otherwise on the face of the quotation, the quotation will remain valid for sixty (60) days unless withdrawn or changed prior to shipment by Philips.
- 1.2 Prices include freight charges to all Canadian destinations. Please refer to the current Philips Canadian Price List or call toll free 1-800-567-1080, option 1 for further details. List prices may change and Products may be discontinued by Philips without notice.

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 an 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

- 3.1 100% of the purchase price shall be due thirty (30) days from Philips' invoice date. Philips may change credit or payment terms at any time if, in Philips' opinion, the Customer's financial condition, previous payment record or the nature of Customer's relationship with Philips so warrants. The Customer shall pay interest on any amount not paid at 18% per annum. If the Customer fails to pay any amount when due, in addition to any other rights or remedies available to Philips at law or in equity, Philips may discontinue or delay the delivery of Products, or deduct the unpaid amount from any amounts otherwise owed to the Customer by Philips under any agreement with the Customer. Customer will also refund Philips for all costs and expenses, including legal fees, in connection with Philips recovering unpaid Customer invoices.

4. Orders

- 4.1 Customers may submit orders for Products to Philips by issuing a purchase order via mail, electronically by email, or by telephone. If Customer wishes to issue a purchase order via EDI, Customer must contact Philips in advance to confirm availability. All orders will be shipped by Philips CIP (Carriage and Insurance Paid). Philips has the right to reject or accept any Customer purchase order in its discretion. Customer is solely responsible for all Customer obligations in connection with any order submitted by a Customer site. Philips' minimum order amount is five hundred (\$500.00) per order for any Philips Image Guided Therapy (IGT) Products, and fifty dollars (\$50.00) per order for other consumables Products. Philips may

consider the cancellation of purchase orders for Products, in its discretion and upon request, but shall be under no obligation to accept such cancellation.

- 4.2 Delivery is subject to Product availability at the time an order is received. Philips will ship the Product according to Philips' standard commercial practices and will use reasonable efforts to ship the Product to the Customer by the date specified by Philips and to the Customer site specified on the purchase order or otherwise as agreed in writing by the parties. Customer shipping requests (for example, rush or expedited shipping) may be subject to additional charges at Philips' discretion. Title and risk of loss or damage shall pass to the Customer FOB destination. Philips may make, and Customer shall accept, partial shipments of Products. Subject to Philips' agreement and additional charges, Customer may request additional packing or shipping instructions.

5. Return Policy

- 5.1 If there is a problem with an order, Philips wants to correct it as soon as possible. Please note the following instructions before returning merchandise to Philips.

5.1.1 To return a Product in connection with a warranty claim, the Customer must contact Philips at 1-800-567-1080 to obtain a return authorization number and return the Product as instructed by Philips at Philips' expense to: Philips Canada, C/o Mackie Moving Systems, 6701 Financial Drive, Mississauga, ON L5N 7J7. No other returns are permissible unless expressly approved by the Customer Services Department of Philips. Please call 1-800-567-1080 for guidance on any non-warranty returns. Customer shall pay all shipping charges for any non-warranty returns. Philips will not accept the return of any Product that has been opened, expired, damaged or altered in any way, including any alteration to any markings or labels. Returns accepted by Philips after sixty (60) days of shipment shall be subject to a restocking charge.

6. Product Specific Terms

- 6.1 Children's Medical Ventures (Not currently applicable in Canada)

6.1.1 SweetEase is United States Pharmacopeia (USP) Food Grade sucrose subject to regulation by the FDA (US Food and Drug Administration) including requirements under section 415 of the Food, Drug, and Cosmetic Act (21 U.S.C. 350d) for owners, operators, or agents in charge of domestic and foreign facilities that manufacture, process, pack, or hold food for human or animal consumption in the United States to register their facilities with the FDA, unless an exemption applies (see 21 CFR 1.225, 1.226 and 1.227). If there are questions of whether the statute or exemptions apply to your company, please consult with your legal counsel. In addition, by placement of any order for SweetEase product the purchasing company agrees to handle and store SweetEase in accordance with all applicable federal and state regulations for the proper handling and storage of a food.

6.2 Product Use. Products must be used by Customer solely in accordance with the Product's directions and instructions for use and only for their intended purpose. Philips may change the construction or the design of any Product without notice to the Customer as long as the function and the performance of the Product are not substantially altered.

7. Product Warranty

7.1 Product Limited Warranty. The following limited warranty applies to all Products under this Schedule except for IGT Products unless otherwise specified by Philips in writing. Philips warrants to the Customer that for the lesser of 1 year from the date of shipment, or the remainder of the Products' shelf life as determined by Philips in its reasonable discretion (the "Warranty Period"), the Products 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' only obligations and sole liability, and the Customer's exclusive remedy, for any defects in the Products. If Philips 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' obligations under any Product warranty shall be limited, at Philips' 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. In addition to the Product warranty provided herein, Philips may provide specific Product warranties and warranty exclusions or restrictions with respect to a particular Product. Such specific Product warranty terms shall apply only if expressly provided or referenced by Philips in its Quotation or otherwise in writing to Customer. Customer's remedy under this warranty is conditional upon Philips 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' 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 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. 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 makes no representations or warranties with respect to any Third Party Product; however, Philips shall use reasonable efforts to extend to the Customer any third party warranty for Third Party Products. Philips 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 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 disclaims all other representations, warranties, guarantees and conditions of any kind, whether express, legal, or implied, arising from statute,

course of dealing, usage of trade or otherwise, including, without limitation, representations, warranties, guarantees and conditions of merchantability, merchantable quality, quality or fitness for a particular purpose, ownership, quiet enjoyment, non-infringement of third party rights, error-free or uninterrupted service, accuracy, availability, reliability, results of use, security, currency and completeness with respect to any Product.

7.2 IGT Products Limited Warranty. The following warranty applies to IGT Products unless otherwise specified by Philips in writing. Philips warrants that at the time of shipment, Products will: (i) have been manufactured, packaged, and stored in compliance with applicable laws, governmental regulations and good manufacturing practices ("GMP"); (ii) be free from significant defects in material and workmanship when used by the stated "Use By" or "Expiration" date and when package is unopened and undamaged immediately before use. Customer's sole remedy under this warranty is, at Philips' option and expense, the replacement of the Consumable or credit of the purchase price. Philips' obligation under this limited warranty is subject to Customer's compliance with Philips' then-current return material authorization procedures. The foregoing warranty does not apply to products that are or have been: (i) expired; (ii) repaired, altered or modified except by Philips, (iii) not used or stored in accordance with the instructions for use supplied by Philips or the original equipment manufacturer ("OEM"); (iv) subjected to misuse, negligence or to an accident; or (v) combined with or connected to any product, equipment, software, or other component not authorized by Philips. 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 makes no representations or warranties with respect to any Third Party Product; however, Philips shall use reasonable efforts to extend to the Customer any third party warranty for Third Party Product. Philips reserves the right to use refurbished parts and components in the manufacture and repair of the Product. 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 Product, 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 in connection with the Products, 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 disclaims all other representations, warranties, guarantees and conditions of any kind, whether express, legal, or implied, arising from statute, course of dealing, usage of trade or otherwise, including, without limitation, representations, warranties, guarantees and conditions of merchantability, merchantable quality, quality or fitness for a particular purpose, ownership, quiet enjoyment, non-infringement of third party rights, error-free or uninterrupted service, accuracy, availability, reliability, results of use, security, currency and completeness with respect to any Product. Except for the above limited warranty, Philips does not warrant that Products will meet Customer's requirements. This limited warranty extends only to Customer.

8. Auto-Ship Program

8.1 If Customer elects to participate in Philips' Auto-Ship Program to set up regular deliveries of eligible consumables Products, the following additional terms and conditions apply. To participate in the Auto-Ship Program, Customer must submit a valid purchase order to Philips which states the purchase order's effective date and end date (which must be within the term of the quote or agreement), and which includes the following information by Product line item: (i) confirmation of the Products Customer wishes to include in the Auto-Ship Program including the Product number, description, and quoted price; (ii) the quantity of Products; and (iii) the requested Product delivery dates (which must be during the term of the quote or agreement). Philips will confirm Customer's enrollment in the Auto-Ship Program, and any additional details (for example, Product eligibility, delivery frequency availability) by email. Notice of Customer's cancellation of participation in the Auto-Ship Program, change requests including to Products or quantities included in the Auto-Ship Program or to Product delivery dates must be received by Philips in writing at least fifteen (15) business days' in advance of the requested date for cancellation or change. Requests to change or cancel Product delivery dates must be received by Philips Canada at least fifteen (15) days' in advance of the scheduled delivery date.