

Schedule 8

Invivo Corporation Portfolio (Invivo)

Product Category	Products
Magnetic Resonance Imaging (MRI) Coils	Capital Coils
Consumables	Consumables Coils

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- 1.1 Unless stated otherwise on the face of the quotation, the quotation will remain valid for sixty (60) days unless withdrawn or changed by Philips.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 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 Payment Terms: 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.
- 3.2 Purchase Orders. Customer must submit separate and unique purchase orders for the Products listed in this Product Specific Schedule to Philips:
- 3.2.1 Unless otherwise specified by Philips, for Invivo Coils:
Tel: 1-877-INVIVO1
Fax: 1-352-264-3432
- 3.3 Invoices. Philips will invoice Customer, and Customer will pay such invoice for each product in accordance with the payment terms set forth in the applicable Product Specific Schedule attached to these Terms and Conditions of Sale and remit payment to the locations stated in each invoice.
- 3.4 Credit Approval. Payment terms are subject to credit approval.
- 3.5 Support Services. If any, shall be invoiced and paid as set forth on the quotation.

4. Shipment

- 4.1 Philips will use reasonable efforts to ship the product to the Customer (i) by the mutually agreed upon shipment date, (ii) by the date stated in the quotation, or (iii) as otherwise agreed in writing. Philips will ship the product according to Philips' standard commercial practices.

5. Delivery

- 5.1 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 agreed. In the absence of such agreement, Customer's sole remedy is to cancel the order. If 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.

6. Return Policy

- 6.1 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.
- 6.2 Unless otherwise specified by Philips, Customer must first receive a Returned Goods Authorization (RGA) from the Philips Customer Service Department at 1-877-INVIVO1. If an RGA is issued, Customer is responsible for all costs associated with the return. Returns will be subject to a fifteen percent 15% restocking fee.
- 6.3 Returns after sixty (60) days of shipment shall be subject to a restocking charge.
- 6.4 Philips does not accept returns of Consumables Products that have been opened, are expired or damaged. Unless otherwise specified by Philips, please contact Philips Customer Service Department at 1-877-INVIVO1 for guidance on any returns.

7. Installation

- 7.1 For Products with installation included in the purchase price, acceptance by Customer occurs upon completion of installation by Philips. For Products without installation included in the purchase price, acceptance by Customer occurs upon delivery. If Customer schedules or delays installation by Philips more than thirty (30) days after delivery, Customer's acceptance of the Products will occur on the thirty-first (31st) day after delivery.

8. Product Warranty

- 8.1 In addition to the limited warranties stated herein, Philips may provide limited product-specific warranties that are set forth in separate Product warranty documents incorporated herein by reference.

STANDARD PRODUCT WARRANTY PERIODS

- 8.1.1 MRI Coils - Three (3) years, parts and factory repair labor
 - 8.1.2 Solution Products - One (1) year, parts and factory repair labor
 - 8.1.3 Sentinelle coils -One (1) year, parts and factory repair labor
 - 8.1.4 Parts and Accessories - Ninety (90) days, replacement Supplies
 - 8.1.5 Consumable Items and repaired product - Thirty (30) days, replacement
- 8.2 Philips' sole obligations and Customer's exclusive remedy under any product warranty are limited, at Invivo's 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, or to a credit or refund of a portion of the purchase price paid by Customer. Warranty service outside of normal working hours (i.e., 8:00 AM to 5:00 P.M., Monday through Friday, excluding Philips' observed holidays), will be subject to payment by Customer at Philips' standard service rates.
- 8.3 Customer shall at all times during the warranty period specified in this Agreement provide Philips suitable connection to the product through the Customer's network for Philips use in remote servicing of the product.