

GENERAL TERMS AND CONDITIONS OF SALE AND SOFTWARE LICENSE
("Conditions of Sale")
Rev 24

1. Initial Provisions.

- 1.1 The Products (equipment, service, and software) offered on the quotation ("Quotation") by the Philips legal entity identified thereon are subject to these Conditions of Sale.
- 1.2 The purchase prices set out on the Quotation exclude all taxes. Taxes applicable to the purchase may include but are not limited to federal and provincial sales tax, value added tax, goods and services tax, harmonized sales tax, consumption tax and similar taxes, levies and duties, as applicable, which may be imposed by any governmental entity or authority ("Sales Taxes"). All Sales Taxes applicable to the sale of the Product(s) will be invoiced by Philips and paid by Customer unless Customer provides a valid tax exemption certification reasonably in advance of the date the Order is invoiced.

2. Quotation, Order and Payment.

- 2.1 Any Quotation on the Products will be open for acceptance within the period indicated therein and may be amended or revoked by Philips prior to Customer's acceptance. Any purchase orders shall be subject to Philips' written confirmation. Any terms and conditions set forth on Customer's purchase order or otherwise issued by Customer shall not apply to the Products.
- 2.2 The prices and payment terms are set out on the Quotation. Orders are subject to Philips' ongoing credit review and approval.
- 2.3 Interest will apply to any late payments. Customer shall pay interest on any overdue amount not actively disputed, paid at the annual rate of twelve percent (12%), which may be billed monthly. If Customer fails to pay any amounts due or breaches these Conditions of Sale, Philips will be entitled to suspend the performance of its obligations and deduct the unpaid amount from any amounts otherwise owed to Customer by Philips, in addition to any other rights or remedies available to Philips. Philips shall be entitled to recover all costs and expenses, including reasonable attorneys' fees related to the enforcement of its rights or remedies.
- 2.4 Customer has no right to cancel an order without charge, unless such cancellation right is granted to Customer by mandatory law.
- 2.4.1 If Customer cancels the order prior to the order being sent to the factory for manufacturing, then Customer shall pay fifteen percent (15%) of the net selling price of the Product(s).
- 2.4.2 If Customer cancels the order after the order is sent to the factory for manufacturing, then Customer shall pay the full net selling price of the Product(s).
- 2.4.3 If Customer has not taken delivery for each Product contained in the Quotation and Customer's purchase order (or in-lieu-of-purchase-order) within twenty four (24) months from Philips' receipt of Customer's purchase order (or in-lieu-of-purchase-order), then the order shall be deemed cancelled and Customer shall be subject to the cancellation fee set out in Section 2.4.1 or Section 2.4.2 as applicable.
- 2.5 Philips may make partial or early shipments and Customer will pay such invoice based on the date of invoice for each Product in accordance with the payment terms set forth in the Quotation.
- 2.6 Payments may be made by cheque, ACH or wire. Philips does not accept transaction fees for any electronic fund transfers or any other payment method. Philips imposes a surcharge on credit cards of two percent (2%), which is not greater than its cost of acceptance. All cheque payments over \$50,000 must be paid via eCheck or via Philips prepaid FedEx account with tracking to secure against fraud and misappropriation.

3. Philips Security Interest until Full Payment.

- 3.1 Philips is entitled to retain a security interest in the Products, until Philips receives full payment.

4. Technical Changes.

- 4.1 Philips shall be entitled to make changes to the design or specifications of the Products at any time, provided such change does not adversely affect the performance of the Products.

5. Lease and Trade In.

- 5.1 If Customer desires to convert the purchase of any Products to a lease, Customer shall, within ninety (90) days prior to the delivery of the Products, provide all relevant rental documents for review and approval by Philips. Customer is responsible for converting the transaction to a lease and is required to secure the leasing company's approval of all these Conditions of Sale. No product will be delivered to Customer until Philips has received copies of the fully executed lease documents and has approved the same. For any lease, if the lease does not fund then: (i) Customer guarantees the payment of all monies due or that may become due under these Conditions of Sale; (ii) Philips may convert the lease back to a purchase and invoice Customer; accordingly, and (iii) Customer will pay all such invoiced amounts per the invoice terms. In the event that there are multiple Products on one Quotation, the Product with the longest period for converting the transaction to a lease shall prevail.

5.2 Philips may provide a rental agreement at its discretion.

5.3 In the event Customer will be trading-in equipment ("Trade-In"), Customer will provide the following:

- 5.3.1 Customer undertakes to possess good and marketable title to the Trade-In as of the date of the Quotation and when Philips takes possession of the Trade-In from Customer's site. In the event Customer is in breach of this undertaking, Customer shall not be entitled to keep a trade-in credit for such Trade-In and shall promptly refund Philips such credited amounts upon receipt of an invoice from Philips.
- 5.3.2 The trade-in value set forth on the Quotation is conditioned upon Customer providing Trade-In no later than the date Philips makes the new Product listed on such Quotation available for first patient use. However, in all cases and notwithstanding the foregoing, Customer shall bear the costs of any reduction in trade-in value arising due to a Customer's delay with respect to equipment delivery, installation, and/or go-live dates causing the trade-in not to occur by the expected date, and Customer shall promptly pay the revised invoice.
- 5.3.3 In the event Philips receives a Trade-In having a different configuration (including software version) or model number than the Trade-In described on the Quotation, Philips reserves the right to adjust the trade-in value and revise the invoice accordingly, and Customer shall pay such revised invoice promptly upon receipt.
- 5.3.4 In the event the Trade-In is not in good working order or is physically damaged, Customer's Trade-In credit may be reduced, in whole or in part, by Philips, at Philips' discretion.
- 5.3.5 Prior to Philips taking possession of the Trade-In, Customer undertakes to (i) clean and sanitize all components that may be infected and all biological fluids from the Trade-In; (ii) drain any applicable chiller lines and cap any associated plumbing and (iii) delete all personal data in the Trade-In. Customer agrees to reimburse Philips for any out-of-pocket costs incurred by Philips arising from Customer's breach of its obligations herein.

6. Shipment and Delivery Date.

- 6.1 Philips shall deliver the Products in accordance with the Incoterms set forth on the Quotation. If Philips and Customer agree upon any other terms of delivery, additional costs shall be billed to Customer. Title (subject to Section 3 entitled Philips Security Interest) to the Products (excluding software), and risk of loss shall pass to Customer upon delivery to the shipping carrier. However, Philips shall pay the cost of freight and risk insurance (during transport to destination). Customer shall obtain and pay insurance covering such risks at destination.
- 6.2 Philips will make reasonable efforts to meet delivery dates quoted or acknowledged. If Customer causes the delay, any reasonable expenses incurred by Philips will be paid for by Customer, including all storage fees, transportation expenses, and related costs. Customer shall pay the eighty percent (80%) installment payment upon delivery to Customer site or Philips' warehouse. For the purposes of clarification, "Delay" in this section shall mean a date later than the Customer agreed delivery date identified via confirmation of the delivery date with Customer prior to releasing the Product for production.

7. Installation.

7.1 If Philips has undertaken installation of the Products, Customer shall be responsible for the following at its sole expense and risk:

- 7.1.1 The provision of adequate and lockable storage for the Products on or near the installation site. Additionally, Customer shall consider the manufacturing labeling requirements for environmental and storage conditions. Customer will repair or replace any lost or damaged item during the storage period.
- 7.1.2 Philips' (or its affiliate's or subcontractor's) representative, as applicable, shall have access to the installation site without obstacle or hindrance in due time to start the installation work at the scheduled date.
- 7.1.3 The timely execution and completion of the preparatory works, in conformity with Philips' installation requirements. Customer shall ensure that the prepared site shall comply with all safety, electrical and building codes relevant to the Products and installation thereof.
- 7.1.4 The proper removal and disposal of any hazardous material at the installation site prior to commencement of installation.
- 7.1.5 The timely provision of all visa, entry, exit, residence, work or any other permits and licenses necessary for installation personnel and for the import and export of tools, equipment, Products, and materials necessary for the installation works and subsequent testing.
- 7.1.6 The assistance to installation personnel for moving the Products from the delivery site at Customer's premises to the installation site. Customer shall be responsible, at its expense, for rigging, the removal of partitions or other obstacles, and restoration work.

7.2 If Products are connected to a computer network, Customer shall be responsible for network security, including but not limited to, using secure administrative passwords, installing the latest validated security updates of operating software and web browsers, running a Customer firewall as well as maintaining up-to-date drivers, validated anti-virus and anti-spyware software. Unauthorized Updates, as defined in the Product Schedules, may adversely affect the functionality and performance of the Licensed Software.

7.3 If the Products require connection to the internet, Customer shall be responsible for ensuring access to an internet connection with sufficient connection strength at the installation site.

7.4 If any of the above conditions are not complied with, installation personnel may interrupt the installation and subsequent testing for reasons not attributable to Philips and the parties shall extend the period for completing the installation. Any additional costs shall be billed to Customer's account and Philips shall have no liability for any damage resulting from or in connection with the delayed installation.

- 7.5 Philips shall have no liability for the fitness or adequacy of the premises or the utilities available at the premises for installation or storage of the Products.

8. Product Damages and Returns.

- 8.1 The following shall apply solely to medical consumables: Customer shall notify Philips in writing substantiating its complaints within ten (10) days from its receipt of the Products. If Philips accepts the claim as valid, Philips shall issue a return authorization notice and Customer shall return the Products. Each returned Product shall be packed in its original packaging and will only be eligible for return if it is unopened and unused.

9. Product Warranty.

- 9.1 The Product warranties for Philips products sold hereunder are set forth at <https://www.philips.ca/healthcare/about/terms-conditions>. The terms set forth on such webpage are deemed a part of this Agreement. Customer's signature of the Quotation or issuance of purchase order in connection with the Quotation will be deemed agreement that such terms apply to Customer's purchase.
- 9.2 In the event a Product warranty is not listed on the webpage referenced in Section 9.1 for any Product set forth on the Quotation, Sections 9.3 to 9.10 of these Conditions of Sale shall apply to the Product.
- 9.3 Hardware Products. Philips warrants to Customer that the Product shall materially comply with its product specifications on the Quotation and the user documentation accompanying the shipment of such Product for a period of one (1) year from the date of acceptance or first clinical use, whichever occurs first, but in all cases, no more than fifteen (15) months from the date of shipment, provided the Product has been subject to proper use and maintenance. Any disposable Product intended for single use supplied by Philips to Customer will be of good quality until the expiration date applicable to such Product.
- 9.4 Stand-alone Licensed Software Products. Philips warrants that the Stand-alone Licensed Software shall substantially conform to the technical specification for a period of ninety (90) days from the date Philips makes such Stand-alone Licensed Software available to Customer. "Stand-alone Licensed Software" means Licensed Software sold without a contemporaneous purchase of a server for the Licensed Software.
- 9.5 Service. Philips warrants that all services will be carried out with reasonable care and skill. Philips' sole liability and Customer's sole remedy for breach of this warranty shall be at its option to give credit for or re-perform the services in question. This warranty shall only extend for a period of ninety (90) days after the completion of the services.
- 9.6 Customer shall only be entitled to make Product warranty claim if Philips receives written notice of the defect during the warranty period within a reasonable period after Customer discovers the defect and, if required, the Product or the defective parts shall be returned to an address stated by Philips. Such defective parts shall be the property of Philips after their replacement.
- 9.7 Philips' warranty obligations and Customer's sole remedy for the Product shall be limited, at Philips' option, to the repair or replacement of the Product or any part thereof, in which case the spare parts shall be new or equivalent to new in performance, or to the refund of a pro rata portion of the purchase price paid by Customer solely after a reasonable cure period is given to Philips.
- 9.8 Philips' warranty obligations shall not apply to any defects resulting from:
- 9.8.1 improper or unsuitable maintenance, configuration or calibration by Customer or its agents or mandataries.
 - 9.8.2 use, operation, modification, or maintenance of the Product not in accordance with the Product specifications and the applicable written instructions of Philips or performed prior to the completion of Philips' validation process.
 - 9.8.3 abuse, negligence, accident or damages (including damage in transit) caused by Customer.
 - 9.8.4 improper site preparation, including corrosion to Product caused by Customer.
 - 9.8.5 any damage to the Product or any medical data or other data stored, caused by an external source (including viruses or similar software interference) resulting from the connection of the Product to a Customer network, Customer client devices, a third-party product, or use of removable devices.
- 9.9 Philips is not responsible for the warranty for any third-party product provided by Philips to Customer and Customer shall make any warranty claims directly with such vendors. However, if Philips, under its license agreement or purchase agreement with such third party, has the right to warranties and service solutions, Philips shall make reasonable efforts to extend to Customer the third-party warranty and service solutions for such Products.
- 9.10 During the term of the warranty and any customer service arrangement, Customer shall provide Philips with a dedicated high-speed broadband internet connection suitable to establish a remote connection to the Products in order for Philips to provide remote servicing of the Products by:
- 9.10.1 supporting the installation of a Philips-approved router (or a Customer-owned router acceptable for Philips) for connection to the Products and Customer network (which router remains Philips' property if provided by Philips and is only provided during the warranty term).
 - 9.10.2 maintaining a secure location for hardware to connect the Products to the Philips Remote Service Data Center (PRSDC).
 - 9.10.3 providing and maintaining a free IP address within the site network to be used to connect the Products to Customer's network.
 - 9.10.4 maintaining the established connection throughout the applicable period, with sufficient connectivity strength for the intended purpose.
 - 9.10.5 facilitating the reconnection to Philips in case any temporary disconnection occurs.

- 9.10.6 If Customer fails to provide the access described in this section and the Product is not connected to the PRSDC (including any temporary disconnection), Customer accepts any related impact on Products availability, additional cost, and speed of resolution.
- 9.10.7 THE WARRANTIES SET FORTH IN THESE CONDITIONS OF SALE AND IN THE QUOTATION ARE THE SOLE WARRANTIES MADE BY PHILIPS IN CONNECTION WITH THE PRODUCT, ARE EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, WHETHER WRITTEN, ORAL, STATUTORY, EXPRESS, LEGAL OR IMPLIED, INCLUDING ANY WARRANTY OF NON-INFRINGEMENT, QUIET ENJOYMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. PHILIPS EXPRESSLY DISCLAIMS ALL IMPLIED OR LEGAL WARRANTIES OF MERCHANTABILITY, QUALITY, DURABILITY, AND FITNESS FOR A PARTICULAR PURPOSE EXCEPT TO THE EXTENT THAT ANY WARRANTIES IMPLIED BY LAW CANNOT BE VALIDLY WAIVED. MOREOVER, PHILIPS DOES NOT WARRANT ANY PRODUCT USING THE CLOUD TO BE UNINTERRUPTED OR ERROR FREE.

10. Limitation of Liability.

- 10.1 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.
- 10.2 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.
- 10.3 THE EXCLUSION OF LIABILITY IN THESE CONDITIONS OF SALE SHALL ONLY APPLY TO THE EXTENT ALLOWED UNDER THE APPLICABLE LAW.

11. Infringement of Intellectual Property Rights to the Products.

- 11.1 Philips will, at its option and expense, defend or settle any suit or proceeding brought against Customer based on any third-party claim that any Product or use thereof for its intended purpose constitutes an infringement of any intellectual property rights in the country where the Product is delivered by Philips.
- 11.2 Customer will promptly give Philips written notice of such claim and the authority, information and assistance needed to defend such claim. Philips shall have the full and exclusive authority to defend and settle such claim. Customer shall not make any admission that might be prejudicial to Philips and shall not enter a settlement without Philips' prior written consent.
- 11.3 If the Product is held to constitute infringement of any intellectual property right and its use by Customer is enjoined, Philips will, at its option and expense, either: (i) procure for Customer the right to continue using the Product; (ii) replace it with an equivalent non-infringing Product; (iii) modify the Product so it becomes non-infringing; or (iv) refund to Customer a pro rata portion of the Products' purchase price upon the return of the original Products.
- 11.4 Philips will have no duty or obligation under this Section 11 if the infringement is caused by a Product being:
- 11.4.1 supplied in accordance with Customer's design, specifications or instructions and compliance therewith has caused Philips to deviate from its normal course of performance;
 - 11.4.2 modified by Customer or its contractors after delivery;
 - 11.4.3 not updated by Customer in accordance with instructions provided by Philips (e.g. software updates); or
 - 11.4.4 combined by Customer or its contractors with devices, software, methods, systems, or processes not furnished hereunder and the third-party claim is based on such modification or combination.

The above states Philips' sole liability and Customer's exclusive remedy in respect of third-party intellectual property claims.

12. Use and exclusivity of Product documents.

- 12.1 All documents and manuals including technical information related to the Products and its maintenance as delivered by Philips is the proprietary information of Philips, covered by Philips' copyright, and remains the property of Philips, and as such, it shall not be copied, reproduced, transmitted, or disclosed to or used by third parties without the prior written consent of Philips.

13. Export Control and Product Resale.

- 13.1 Customer agrees to comply with relevant export control and sanction laws and regulations, including the UN, Canada, EU or US ("Export Laws"), as applicable, to ensure that the Products are not (i) exported or re-exported directly or indirectly in violation of Export Laws; or (ii) used for any purposes prohibited by the Export Laws, including military end-use, human rights abuses, nuclear, or chemical or biological weapons proliferation.
- 13.2 Customer represents that (i) Customer is not located in a country that is subject to a UN, Canada, US or EU embargo and trade restriction; and (ii) Customer is not listed on any UN, Canada, EU, US export and sanctions list of prohibited or restricted parties.

13.3 Philips may suspend its obligation to fulfil any order or subsequent service if the delivery is restricted under Export Laws or an export/import license is not granted by relevant authorities.

1.1 14. Licensed Software Terms.

14.1 Subject to any usage limitations set forth on the Quotation, Philips grants to Customer a non-exclusive, non-transferable license, without the right to grant sub-licenses, to incorporate and use the software (as specified on the Quotation, whether embedded or stand-alone ("Licensed Software") in Products and the permitted use (as referenced in the instructions for use and/or the Quotation) in accordance with these Conditions of Sale.

14.2 The Licensed Software is licensed and not sold. All intellectual property rights in the Licensed Software shall remain with Philips.

14.3 Customer may make one copy of the Licensed Software in machine-readable form solely for backup purposes. Philips reserves the right to charge for backup copies created by Philips. Customer may not reproduce, sell, assign, transfer or sublicense the Licensed Software. Customer shall preserve the confidential nature of the Licensed Software and shall not disclose or transfer any portion of the Licensed Software to any third party.

14.4 Customer shall maintain Philips' copyright notice or other proprietary legends on any copies of the Licensed Software. Customer shall not (and shall not allow any third party to) decompile, disassemble, or reverse engineer the Licensed Software.

14.5 The Licensed Software may only be used in relation to Products or systems certified by Philips. If Customer modifies the Licensed Software in any manner, all warranties associated with the Licensed Software and the Products shall become null and void. Customer installation of Philips' issued patches or updates shall not be deemed to be a modification.

14.6 Philips and its affiliates shall be free to use any feedback or suggestions for modification or enhancement of the Licensed Software provided by Customer, for the purpose of modifying or enhancing the Licensed Software as well as for licensing such enhancements to third parties.

14.7 With respect to any third-party licensed software, Customer agrees to comply with the terms applicable to such licensed software. Customer shall indemnify Philips for any damage arising from its failure to comply with such terms. If the third-party licensor terminates the third party license, Philips shall be entitled to terminate the third party license with Customer and make reasonable effort to procure a solution.

15. Confidentiality.

15.1 If any of the parties have access to confidential information of the other party, it shall keep this information confidential. Such information shall only be used if and to the extent that it is necessary to carry out the concerned transactions. This obligation does not extend to public domain information and/or information that is disclosed by operation of law or court order.

16. Compliance with Laws and Privacy.

16.1 Each party shall comply with all laws, rules, and regulations applicable to the party in connection with the performance of its obligations in connection with the transactions contemplated by the Quotation.

16.2 Processing of personal information: In relation to the provision of services, Philips may process information, in any form, that can relate to identified or identifiable individuals, which may qualify as personal information (including personal health information) ("Personal Information"). Philips and/or its affiliates will comply with applicable privacy laws in the processing of any Personal Information in connection with the performance of its obligations under this Agreement. Philips and/or its affiliates may also process information such as log files or device parameters (which may contain personal data), to provide the services and to enable its compliance with and performance of its task as manufacturer of medical devices under the applicable regulations and standards (including but not limited to the performance of vigilance, post market surveillance, and clinical evaluation related activities).

16.3 Customer agrees that Philips and/or its affiliates may use any data, other than Personal Information, generated by a Product and/or otherwise provided by Customer to Philips for Philips' own legitimate business purposes including, but not limited to, for data analytics activities to determine trends of usage and advise on the use of products and services, for research, product and service development and improvement (including the development of new offerings), substantiation of marketing claims and for benchmarking purposes.

17. Force Majeure.

17.1 Each party shall not be liable in respect of the non-performance of any of its obligations to the extent such performance is prevented by any circumstances beyond its reasonable control, including, but not limited to, acts of God, war, civil war, insurrection, fire, flood, labor disputes, epidemics, pandemic, cyber-attack, act of terrorism, governmental regulations and/or similar acts, embargoes, export control sanctions or restrictions, Philips' unavailability regarding any required permits, licenses and/or authorizations, default or force majeure of suppliers or subcontractors.

17.2 If force majeure prevents Philips from fulfilling any order from Customer or otherwise performing any obligation arising out of the sale, Philips shall not be liable to Customer for any compensation, reimbursement, or damages.

18. Miscellaneous

- 18.1 Any newly manufactured Product provided may contain selected remanufactured parts equivalent to new in terms of performance.
- 18.2 If Customer becomes insolvent, unable to pay its debts as they fall due, files for bankruptcy or is subject to it, has filed for credit protection, has assigned a trustee, is subject to a late fee on payments (temporary or permanent), or has its assets assigned or frozen, Philips may cancel any unfulfilled obligations or suspend its performance; provided, however, that Customer's financial obligations to Philips shall remain in full force and effect.
- 18.3 If any provision of these Conditions of Sale is found to be unlawful, unenforceable, or invalid, in whole or in part, the validity and enforceability of the remaining provisions shall remain in full force and effect. In lieu of any provision deemed to be unlawful, unenforceable, or invalid, in whole or in part, a provision reflecting the original intent of these Conditions of Sale, to the extent permitted by the applicable law, shall be deemed to be a substitute for that provision.
- 18.4 Notices or other communications shall be given in writing and shall be deemed effective if they are delivered in person or if they are sent by courier or mail to the relevant party.
- 18.5 The failure by Customer or Philips at any time to require compliance with any obligation shall not affect the right to require its enforcement at any time thereafter.
- 18.6 Philips may assign or novate its rights and obligations in whole or in part, to any of its affiliates or may assign any of its accounts receivable to any party without Customer's consent. Customer agrees to execute any documents that may be necessary to complete Philips' assignment or novation. Customer shall not, without the prior written consent of Philips, transfer or assign any of its rights or obligations.
- 18.7 Customer's obligations do not depend on any other obligations it may have under any other agreement or arrangement with Philips. Customer shall not exercise any offset right in the Quotation or sale in relation to any other agreement or arrangement with Philips.
- 18.8 These Conditions of Sale shall be governed by the laws of the country and province wherein the Philips legal entity identified in the Quotation is situated, and the parties submit to the exclusive jurisdiction of the courts of that country or province, as applicable, provided that Philips will be entitled to start legal proceedings against Customer in any other court of competent jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act (UCITA), in any form, is expressly excluded.
- 8.9 Customer will report immediately to Philips any event of which Customer becomes aware that suggests that any Products provided by Philips, for any reason:
- 18.9.1 may have caused or contributed to a death or serious injury, or
- 18.9.2 have malfunctioned where such malfunctions would likely cause or contribute to a death or serious injury if the malfunction were to occur again.
- 18.9.3 Additionally, Customer will also report to Philips complaints it receives from its personnel and patients or any other person regarding the identity, quality, performance, reliability, safety, effectiveness, labels, or instructions for use of the Products provided by Philips. Philips shall be solely responsible for submitting any filings or reports to any governmental authorities with respect to the Products provided by Philips hereunder, unless otherwise required by law.
- 18.10 Entire Agreement. These Conditions of Sale, the terms and conditions set forth in the Quotation, and the applicable Philips product-specific warranty(ies) constitute the entire understanding and agreement by and between the parties with respect to the transactions contemplated by the Quotation, and supersede any previous understandings or agreements between the parties, whether written or oral, regarding the transactions contemplated by the Quotation. The pricing in the Quotation is based upon the terms and conditions in the Quotation. No additional terms, conditions, consents, waivers, alterations, or modifications shall be binding unless in writing and signed by duly authorized representatives of the parties. Customer's additional or different terms and conditions, whether stated in a purchase order or other document issued by Customer, are specifically rejected and shall not apply to the transactions contemplated by the Quotation.

19. Product specific terms

- 19.1 Product-specific schedules are incorporated herein as they apply to the Products listed in the Quotation and their additional terms shall apply solely to the Products specified therein. If any terms set forth in the Product specific schedules conflict with terms set forth in these Conditions of Sale, the terms set forth in the Product specific schedule shall govern to the extent of the inconsistency.