

**SCHEDULE 5
THERAPEUTIC CARE PORTFOLIO
Rev 24**

Product Category	Products
Emergency Care & Resuscitation (ECR)	AEDs ALS Monitor/Defibrillators
Tempus	Tempus Pro Monitor Tempus LS Defibrillator
Emergency Care and Resuscitation (Consumables)	AED Consumables ALS Consumables

A. For Capital Products:

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1.1 Unless stated otherwise on the face of the Quotation, the Quotation will remain valid for sixty (60) days unless withdrawn or changed prior to shipment by Philips.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

2.1 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. 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.

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:

3.1.1 100% of the purchase price shall be due thirty (30) days from Philips' invoice date.

3.2 Support Services, if any, shall be invoiced and paid as set forth on the Quotation.

3.3 Payment terms are subject to credit approval.

4. Installation.

4.1 Deployment and installation are Customer's responsibility.

5. Operating Software License.

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

B. For Consumables:

1. Orders.

1.1. Notwithstanding Section 7 of the Conditions of Sale, Philips reserves the right to charge a shipping fee for Medical Consumables and Sensors.

1.2. Orders for Medical Consumables and Sensors are accepted by calling 1-800-567-1080, or by emailing to medsupplies@philips.com.

2. Payment Terms.

2.1. 100% of the purchase price shall be due thirty (30) days from Philips' invoice date.

3. Return Policy.

3.1. The Customer Services Department of Philips Supplies Center in Nashville, TN must authorize all returns of medical supplies. Please call 1-800-225-0230 for a return authorization number. Customer shall pay all shipping charges for returns.

3.2. Returns after sixty (60) days of shipment shall be subject to a fifteen percent (15%) restocking charge.

3.3. Philips does not accept returns of Consumables Products that have been opened, are expired or damaged. Please contact Philips at 1-800-225-0230 for guidance on returns.