

Schedule 5
Therapeutic Care Capital Portfolio Rev 21

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

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1.1 Unless stated otherwise on the face of the quotation, the quotation will remain valid for sixty (60) days unless withdrawn or changed prior to shipment by Philips.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