

FUJIFILM SONOSITE AUSTRALASIA PTY LTD. STANDARD TERMS AND CONDITIONS

These Terms and Conditions, together with the attached Warranty Schedule and any order or other agreement signed by both FUJIFILM SonoSite Australasia PTY LTD. ABN 36 107 365 800 of Suite 9, 13A Narabang Way, BELROSE, NSW, 2085 Australia ("FFSS (Australasia)") and the customer identified on the cover page of the applicable order or invoice related hereto ("Customer") (collectively, the "Agreement") sets forth the entire agreement and supersedes all prior understandings or agreements of FFSS (Australasia) and Customer with regard to the purchase and sale of the Products and other transactions between FFSS (Australasia) and Customer involving the Products sold by FFSS (Australasia) to Customer. FFSS (Australasia) will not be bound by, and specifically objects to, any term, condition, or other provision which is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) which is proffered by Customer in any purchase order, receipt, acceptance, confirmation, correspondence, or otherwise, unless FFSS (Australasia) specifically agrees to such provision in a written instrument signed by FFSS (Australasia).

**Acceptance.** FFSS (Australasia) will deliver to Customer, and Customer will accept and pay for, all Products ordered by Customer pursuant to an order that has been accepted by FFSS (Australasia). All orders are subject to acceptance by FFSS (Australasia) either in writing or by shipping Products. FFSS (Australasia) may accept any order in whole or in part and FFSS (Australasia)'s shipment of less than all Products ordered will constitute acceptance only as to those Products shipped. A condition of FFSS (Australasia)'s obligation to deliver the Products is its approval of Customer's credit and payment arrangements.

**Firm Order.** Customer may not modify, rescind or cancel any Product order, in whole or in part, without FFSS (Australasia)'s written consent. In the event of any cancellation, with or without FFSS (Australasia)'s consent, Customer will pay FFSS (Australasia) a cancellation fee determined in accordance with FFSS (Australasia)'s standard cancellation policy then in effect or, if FFSS (Australasia) does not then have such a policy, twenty five percent (25%) of the amount otherwise payable under the Agreement for the cancelled Products.


**Delivery.** FFSS (Australasia) will use reasonable efforts to meet any delivery date specified in the orders, but will not be liable for any failure to meet such dates. Unless otherwise specified in this Agreement, FFSS (Australasia) will deliver the Products FOB Customer's address (as listed on the purchase order). Customer is responsible for all transportation costs (including, but not limited to, shipping charges, premiums for freight insurance, inspection fees, customs, duties, import or export fees, assessments, and all other costs incurred in transporting the Products to the shipping destination) and will be responsible for any claims against the carrier arising from or relating to shipment. Title to and the risk of loss, damage or casualty to the Products transfers to Customer at the time the Products are delivered to the address listed on the order.

**Prices.** Unless specified otherwise in this Agreement, the purchase prices, charges, and other amounts payable by Customer for the Products will be as specified by FFSS (Australasia) in its then-current standard price list.

**GST.** (i) Except where the context suggests otherwise, terms used in this clause have the meanings given to those terms by the *A New Tax System (Goods and Services Tax) Act 1999* (as amended from time to time), except "GST law" which also includes any applicable rulings and determinations. (ii) Any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause. (iii) Any consideration that is specified to be inclusive of GST will not be taken into account in calculating the GST payable in relation to a supply for the purpose of this clause. (iv) Any payment or reimbursement required under this Agreement that is calculated by reference to a cost, expense, or other amount paid or incurred by a party will be limited to the total cost, expense or amount less the amount of any input tax credit to which that party (or the representative member of a GST group to which that party belongs) is entitled for the acquisition to which that cost, expense or other amount relates. (v) If GST is payable in relation to a supply made under or in connection with this Agreement, then any party ("Recipient") that is required under this Agreement to provide consideration for that supply to another party ("Supplier") must pay an additional amount to the Supplier equal to the amount of that GST at the same time as any other consideration is to be first provided for that supply. Notwithstanding any other provision of this clause, the Supplier will not be entitled to receive an additional amount under this clause until the Supplier has provided provide a tax invoice to the Recipient for that supply in accordance with the GST law. (vi) If the GST payable in relation to a supply made under or in connection with this Agreement varies from the additional amount paid by the Recipient under paragraph (v) such that a further amount of GST is payable or an entity receives a refund or credit of GST, then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient, as appropriate. Any payment, credit or refund under this paragraph is deemed to be a payment, credit or refund of the additional amount payable under paragraph (v). The Supplier will provide the Recipient with an adjustment note in accordance with the GST law.

**Taxes.** The prices described in the "Prices" clause do not include any sales, use, value-added, withholding or similar taxes. Except as already provided for under paragraph 6, customer will pay or reimburse FFSS (Australasia) for all taxes or other amounts payable to governmental authorities in connection with the applicable transactions (other than FFSS (Australasia)'s net income taxes), or will provide FFSS (Australasia) with an exemption certificate satisfactory to FFSS (Australasia).

**Payment.** FFSS (Australasia) will issue invoices for all amounts payable under this Agreement. Customer will pay the amount set forth on FFSS (Australasia)'s invoice within thirty (30) days from the date of such invoice, or any alternative time period agreed to on FFSS (Australasia)'s quotation. If Customer's credit rating is not satisfactory to FFSS (Australasia), FFSS (Australasia) may require shorter payment terms or payment in advance. Any amount not paid within such thirty (30) day period will be subject to a finance charge equal to 1.5% per month or the highest rate allowable by applicable law, whichever is higher, determined and compounded daily from the date due until the date paid. Payment of such finance charges will not excuse or cure Customer's breach or default for late payment.

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**Trade-In Equipment.** Customer agrees to return to FFSS (Australasia), at the time of installation of the FFSS (Australasia) equipment purchased per the attached quotation (the "New Equipment"), any FFSS (Australasia) equipment listed on this quotation that will be traded in by Customer and used to reduce the price of the New Equipment (the "Trade-In Equipment"). Customer shall give the Trade-In Equipment to the FFSS (Australasia) representative who performs the installation of the New Equipment and such representative will provide Customer with a receipt for the Trade-In Equipment. In the event Customer does not return the Trade-In Equipment at the time of installation or by insured delivery within the 30 days following installation of the New Equipment, FFSS (Australasia) will invoice Customer for the Trade-In Equipment equal to the value of the credits shown on the attached quotation and Customer agrees to pay the amount of such invoice within 30 days of date of such invoice. Any amount not paid within that time period shall be subject to the finance charge specified in the preceding paragraph. Customer must provide all Trade-In Equipment to FFSS in good working condition reasonable wear and tear excepted.

**Pre-Owned/Remanufactured Products.** For identified pre-owned/remanufactured Products, those Products have been previously owned and used; they are not new. When delivered to Customer, the Products may have received mechanical, electrical and/or cosmetic reconditioning, as necessary, and warranty terms will be governed by the Warranty Schedule set forth below.

**Limited Warranty and Remedy.** The warranties applicable to the Products are set forth in the attached Warranty Schedule, which forms an integral part of this Agreement. No warranty is furnished for anything excluded from the Warranty Schedule. The applicable warranty set forth in the Warranty Schedule shall be the exclusive and sole remedy of customer for any breach of warranty.

**Indemnification.** FFSS (Australasia) will defend and indemnify Customer from and against (a) any third party claim for bodily injury (including death) or damage to tangible property to the extent caused by a defect in the design or manufacture of the Products or (b) any third party claim arising out of any infringement by the Product of any patent arising under the laws of the United States, provided that Customer: gives FFSS (Australasia) prompt written notice of the claim; allows FFSS (Australasia) to control the defense and settlement of the claim; assists and cooperates with FFSS (Australasia) in connection with the defense and settlement of the claim; complies with any court order or settlement made in connection with the claim (e.g., as to future use of any infringing Product); and does not settle the claim without FFSS (Australasia)'s prior written consent. This paragraph will not apply to any claim to the extent such claim arises out of the negligence or willful misconduct of Customer or results from any use of the Product in connection with any equipment or other items not furnished by FFSS (Australasia) or from any use not in conformity with applicable instructions and manuals.


**Disclaimer and Release.** To the full extent permitted by law, the warranties, obligations, and liabilities of FFSS (Australasia) and the remedies of the Customer set forth in this agreement are exclusive and in substitution for, and Customer hereby waives, releases and disclaims, all other warranties, obligations, and liabilities of FFSS (Australasia) and all other rights, claims, and remedies of Customer against FFSS (Australasia), express or implied, arising by law or otherwise, with respect to the products and any other goods or services delivered under this Agreement, including, but not limited to: (a) any implied warranty of merchantability or fitness for a particular purpose, (b) any implied warranty arising from course of performance, course of dealing or usage of trade; (c) any obligation, liability, right, claim or remedy in tort, whether or not arising from the negligence (active, passive or imputed), product liability or strict liability of FFSS (Australasia); and (d) any obligation, liability, right, claim or remedy for infringement; and (e) any warranty or condition arising from course of performance, course of dealing, usage or trade, statements of FFSS (Australasia or its affiliates), or samples previously supplied.

**Trade Practices Act.** In the event that this Agreement constitutes a supply of goods or services to a consumer as defined in the *Trade Practices Act 1974*, as amended, or relevant State or Territory legislation ("the Acts") nothing contained in this Agreement excludes restricts or modifies any condition, warranty or other obligation in relation to this Agreement and the goods and services to be supplied hereunder which pursuant to the Acts or any of them is applicable or is conferred on Customer where to do so is unlawful, provided however that to the extent permitted by the Acts or any of them FFSS (Australasia)'s sole liability for breach of any such condition, warranty or other obligation, including any consequential loss which Customer may sustain or incur, shall be limited (except to the extent specifically set forth herein) to:

- (i) in relation to goods
    - A. the replacement of the goods or the supply of equivalent goods or payment of the cost of replacing the goods or acquiring equivalent goods; or
    - B. the repair of the goods or payment of the cost of having the goods repaired;
  - (ii) in relation to services
    - A. the supplying of the services again; or
    - B. the payment of the cost of having the services supplied again,
- as in each case FFSS (Australasia) may select.

**Compliance with Law.** Customer shall comply in all respects with all applicable legal requirements governing the duties, obligations, and business practices of that party with respect to ownership and operation of the Products sold hereunder, including but not limited to and recordkeeping and reporting requirements and all requirements of applicable healthcare or other regulatory authorities, and shall obtain any permits or licenses necessary for its operations.

Customer hereby agrees that in connection with the Products purchased hereunder it or its agents have made no payments of money, or anything of value, nor will such be offered, promised or paid, directly or indirectly, to any foreign officials, political parties, party officials, candidates for public or political party office, or agents thereof, to influence the acts of such officials, political parties, party officials, candidates or agents in their official capacity, to induce them to use their influence with a government to obtain or retain business or gain an improper advantage in connection with any business venture or contract in

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which the Company is a participant.

**Excused Performance.** FFSS (Australasia) will not be responsible for or be considered to be in breach of or default under this Agreement on account of any cause or event beyond FFSS (Australasia)'s reasonable control (including, but not limited to, FFSS (Australasia)'s inability, after due and timely diligence, to procure materials, parts, equipment or services).

**Limitations of Liability.** FFSS (Australasia)'s liability (whether in contract, tort or otherwise, and notwithstanding any fault, negligence, strict liability or product liability of FFSS (Australasia) with regard to any product or other goods or services furnished under this Agreement will not exceed the purchase price paid by the Customer to FFSS (Australasia) for the same. Further, FFSS (Australasia) will not in any event be liable for any special, incidental, consequential or indirect damages, or for loss of revenue, loss of business or other financial loss, arising out of or in connection with any product or other goods or services furnished under this Agreement.

**Embedded Software and Videos.** FFSS (Australasia) or its parent company retains title to all software and computer programs (the "software") embedded in any Product. Customer will use such software only in accordance with applicable instructions and manuals furnished by FFSS (Australasia) and will not copy, modify, make any derivative work based upon, publish or distribute any such software. Customer will use such software only as installed in the Product, and will not transfer it to another product or device to run it. Customer will not, and will not authorize third parties to, decompile, reverse engineer, or apply any process to derive the source code or extract the object code of the software. The same terms and conditions set forth in this section with respect to software shall also apply to the Visual Guide Series videos that are embedded in the X-Porte Product.

**Stand-Alone Software.** FFSS (Australasia) or its parent company retains title to all software that is furnished on a separate medium (whether electronic or physical) from a Product ("Stand-Alone Software"). Customer's use of the Stand-Alone Software is governed by separate license terms that accompany such software, and Customer agrees to be bound by such terms. Upon request, FFSS (Australasia) will provide applicable licensing terms in advance of Customer's order or receipt of the Stand-Alone Software.

**Intellectual Property Rights.** The Products involve valuable patent, copyright, trademark, trade secret and other intellectual property rights of FFSS (Australasia). FFSS (Australasia) reserves all such rights. No title to or ownership of any intellectual property rights related to any Product is transferred to Customer pursuant to this Agreement. Customer will not attempt to reverse engineer any Product or component thereof (including any software) or to otherwise misappropriate, circumvent or violate any of FFSS (Australasia)'s intellectual property rights.

**Confidential Information.** FFSS (Australasia) may disclose to Customer certain trade secret, proprietary or confidential information ("Confidential Information"). Except as otherwise authorized by FFSS (Australasia) in writing, Customer will use such Confidential Information only for the purposes for which it is disclosed by FFSS (Australasia), will not disclose it to any third party and will take appropriate steps to protect it from any unauthorized use or disclosure.

**Nonwaiver.** Any failure by FFSS (Australasia) to insist upon or enforce performance by Customer of any of the provisions of this Agreement or to exercise any right or remedy under this Agreement or applicable law will not be construed as a waiver or relinquishment to any extent of FFSS (Australasia)'s right to assert or rely upon any such provision, right or remedy in that or any other instance.


**Assignment.** This Agreement will inure to the benefit of and be binding upon the parties and their respective successors, assigns and legal representatives.

**Applicable Law.** This Agreement will be interpreted, construed, and enforced in all respects in accordance with the laws of New South Wales, without reference to its choice of law principles to the contrary. The provisions of the U.N. Convention on Contracts for the International Sale of Goods will not apply to this Agreement.

**Severability of Unenforceable Provisions.** If any provision of this Agreement is found to be invalid or unenforceable, then the remainder shall have full force and effect, and the invalid provision shall be partially enforced to the maximum extent permitted by law to effectuate the purpose of the Agreement.

**Amendment.** No amendment, modification, or waiver of this Agreement will be valid unless set forth in a written instrument signed by the party to be bound.

**Designated Nationals.** FFSS (Australasia) is prohibited from selling products to individuals or entities who are on lists of "Designated Nationals" maintained by US, EU and Australian authorities. Accordingly, FFSS (Australasia) must check the names of all purchasers against these lists. FFSS (Australasia) discloses the names and in some cases the addresses of its customers to other organizations to carry out this search on its behalf. The results of the screening checks are maintained on a secure database in the U.S.A.. Customer's signature on a FFSS (Australasia) quote or invoice evidences his/her/ its agreement to this search procedure.

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## WARRANTY SCHEDULE

### 1. Scope and Duration of Warranties

Covered Products<sup>1</sup>. The warranties contained in this Warranty Schedule are limited to the following Products (collectively, the "Covered Products"):

- (a) newly manufactured S Series® ultrasound systems, M-Turbo® ultrasound systems (excluding M-Turbo c), EDGE® ultrasound systems, NanoMaxx® ultrasound systems, and X-Porte ultrasound kiosks (which are deemed to include stands, clinical monitors, control panels and triple transducer connects), and any transducers for the above-referenced systems or the M-Turbo c system which are not included in the listed transducers set forth in Subsections 1(b) or 1(d) below (the "Five Year Warranty Products");
- (b) (i) newly manufactured M-Turbo c ultrasound systems, (ii) newly manufactured TEE transducers, (iii) newly manufactured and remanufactured SLA, SLT, D2 and C8 transducers for the Five Year Warranty Products, and (iv) remanufactured 180 PLUS/ELITE®, iLook®, Titan®, MicroMaxx®, S Series®, M-Turbo®, EDGE®, NanoMaxx® and M-Turbo c ultrasound systems, X-Porte ultrasound kiosks and remanufactured transducers for such systems (excluding TEE transducers, which are covered in Section 1(e) below) (collectively, the "Other System Products");

(c) batteries, stands, monitors, and other accessories for all Five Year Warranty Products (excluding X-Porte) and Other System Products that carry the SonoSite label, and the X-Porte battery set (the "SonoSite Accessories");

(d)

Newly manufactured L52 transducers for the Five Year Warranty Products;

(e) Remanufactured TEE transducers for the Five Year Warranty Products (the Remanufactured TEE Transducers"); and

(f)

Spare parts, add-ons, non-software upgrade packages and factory-rebuilt sub-assemblies.

For purposes of this Warranty Schedule, ex-demo equipment purchased directly from a SonoSite sales representative is considered to be "newly manufactured", except as otherwise noted on the quotation provided to Customer.

Third Party Products: FFSS (Australasia) (also referred to in this schedule as "SonoSite") does not provide a warranty or warranty service for Products that are manufactured by a third party and do not carry the SonoSite label, even if such Products are sold and distributed by SonoSite. All warranty terms (if any) for such products are provided by the third party manufacturer and are governed by documentation provided by the manufacturer and included with the shipment to Customer.

Product Warranties. SonoSite warrants to Customer that each Covered Product will be free from defects in materials and manufacture and will operate in all material respects in accordance with the functional specifications in the User Guide provided by SonoSite with the Covered Products and in effect on the date of shipment, and any written updates subsequently made available by SonoSite.


Warranty Period. The warranty period for all warranties is limited in time in accordance with Section 4 (Warranty Types) below ("Warranty Period"). The relevant initial Warranty Period begins on the date that SonoSite delivers the Covered Products in accordance with this Agreement. The warranty period for any replacement product or component or repair to a Covered Product that is furnished to Customer as a warranty remedy will be the remaining portion of the Warranty Period applicable to the repaired, adjusted or replaced Covered Product. If a Customer has upgraded Trade-In Equipment that is covered by a Standard Protection Extended Warranty, Total Coverage Protection, or Extended Total Coverage Protection (as defined in Section 4 below), such warranties shall apply to the new Covered Products purchased by Customer for the remainder of the original term.

### 2. Warranty Exclusions

The foregoing warranties of Covered Products do not cover:

- (a) Any defect or deficiency of the Covered Products that results, in whole or in part, from (1) failure to operate, maintain or store the Covered Products in accordance with applicable instructions and manuals and specifications, (2) the dismantling, repair or alteration of Covered Products by unauthorized personnel, (3) abuse or improper storage of the Covered Products, (4) failure to use a Covered Product in accordance with its specifications, (5) accidental

<sup>1</sup> Transducers that are included within the definition of "Covered Products" are covered by the applicable warranty. Discolouration of transducers may occur with the use of Tristel wipes products. The use of Tristel wipes with any transducer (specifically, but not limited to, on the C8x and ICTx transducers) will not void this warranty, however, if discolouration occurs, and is the sole indication for repair or replacement of the affected transducer, repair or replacement of such transducer will not be covered by the applicable warranty.

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droppage (covered only if Total Protection Coverage is in effect), or (6) failure to follow SonoSite's written instructions.

- (b) Damage to or malfunction of transducers due in whole or in part to (1) disinfecting or sterilizing incorrectly or with chemicals not recommended by SonoSite (or in the case of the LAP probe, sterilizing without the SonoSite protective connector box), (2) patient bite marks or holes, (3) pinched endoscopes, (4) impact to the scanhead, or (5) discolouration or chemical breakdown of endoscope.
- (c) Covered Products that are used outside Australia and New Zealand, unless an alternative location is approved in advance by SonoSite.
- (d) Intentional damage to a Covered Product.
- (e) Covered Products that are subjected to negligence, theft, accident, vandalism, or disasters such as flood, fire or war (unless Total Coverage Protection is in place for the Covered Product).

SonoSite is not responsible for any loss of stored data that may occur while Covered Products are being repaired at SonoSite's facility. Customer is responsible for backing up all data stored on a system and removing it from the system prior to receipt by SonoSite.

### 3. Exclusive Warranty Remedies

In the event of a breach of warranty of a Covered Product, Customer must notify SonoSite in writing within a reasonable time and in no event more than thirty (30) days after the discovery of the breach. Upon such timely notice, SonoSite will, at SonoSite's option, repair, adjust or replace (with new or exchanged replacement parts) the non-conforming Covered Product or portion of the Covered Product. If SonoSite determines that such repair, adjustment or replacement cannot occur despite its reasonable efforts, then SonoSite may elect to refund to Customer the amount paid by Customer for the defective Covered Product in exchange for such defective Covered Product in full satisfaction of SonoSite's obligations under this Warranty Schedule. The remedy selected by SonoSite in accordance with this paragraph shall be the exclusive and sole remedy of customer for any breach of warranty.

Warranty services will be performed during SonoSite's normal business hours (Monday to Friday, 9 a.m. – 5 p.m. (Sydney Time), excluding holidays).

### 4. Warranty Types

(a) Standard Warranty: For all Covered Products within the warranty period, except for X-Porte, SonoSite will provide warranty service at SonoSite authorized service locations. For X-Porte, the warranty service will be performed by means of in-field service repairs by SonoSite authorized personnel or subcontractors, and/or by replacement of X-Porte modules delivered via overnight delivery to an Australian Customer address only (where such service is available) .For Five Year Warranty Products excluding X-Porte, and Other System Products within the warranty period, SonoSite will also provide replacement products of equivalent or better condition or loaner products, delivered via overnight delivery (where such service is available).

**Warranty Period:**

Five Year Warranty Products: five years

Other System Products and SonoSite Accessories: one year

L52 Transducers: two years


Remanufactured TEE Transducers: ninety (90) days

Spare parts, add-ons, non-software upgrade packages and factory-rebuilt sub-assemblies: ninety (90) days from the date such items are delivered in accordance with this Agreement, or the remaining Standard Warranty period for the relevant Covered Product, whichever is longer.

To obtain warranty service, Customer must deliver the Covered Product, excluding X-Porte, to the authorized service location (at SonoSite's expense). Title to and the risk of loss, damage or casualty to the Covered Products remains with Customer until delivery to the service location. SonoSite's Standard Terms and Conditions govern the return of repaired or replaced Products to the Customer. With respect to X-Porte, warranty service shall be performed as set forth in Subsection 4(a) of this Warranty Schedule.

(b) Total Coverage Protection: For an additional charge, in addition to the Standard Warranty, SonoSite will also provide the following enhanced warranty features for Five Year Warranty Products and Other System Products. Total Coverage Protection is not available for iLook, 180 PLUS/ELITE, Titan, or MicroMaxx systems, Px11, TEE, SLA, SLT, L52, D2, C8 and LAP transducers, or systems and transducers for veterinary use.

(1) notwithstanding Section 2 (Warranty Exclusions), repair or replacement of Covered Products damaged by accidental dropping and accidental mishandling, provided that no single system or transducer will be repaired or replaced more than twice during the duration of the Total Coverage Protection (including extensions of the original term); and

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(2) Loaner products, delivered via overnight delivery, to be used while Total Coverage Protection service is being performed; loaner products are not available for X-Porte.

**Total Coverage Warranty Period:**

**Five Year Warranty Products:** Five-year term (same as initial Standard Warranty period), or one year extensions of the Standard Warranty

**Other System Products:** one year


To obtain warranty service, Customer must deliver the affected Product to the authorized service location (at SonoSite's expense), and the same terms and conditions for obtaining warranty service under the Standard Warranty shall apply.

*(c) Extended Warranties*

- (1) **Standard Protection Extended Warranty:** extends Standard Warranty by one year increments, effective from the last day of the then-current warranty period, up to a maximum of three (3) additional years. This extended warranty is available for Five Year Warranty Products and Other System Products, but is not available for iLook, 180 PLUS/ELITE, Titan, or MicroMaxx systems, SonoSite Accessories or P11x, TEE, SLA, L52, SLT, D2, C8 or LAP transducers,
- (2) **Extended Total Coverage Warranty:** extends existing Total Coverage Protection by one year increments, effective from the last day of the then-current warranty period, up to a maximum of three (3) additional years. Extended Total Coverage Protection is not available for iLook, 180 PLUS/ELITE, Titan or MicroMaxx systems, P11x, TEE, D2, SLA, L52, C8, SLT or LAP transducers, or systems or transducers for veterinary use. Extended Total Coverage Protection runs concurrently with Standard Protection Extended Warranty Coverage

Existing warranties on Covered Products are not transferable to subsequent purchasers unless Customer has given SonoSite prior written notice of sale.

NOTE: To the extent there is any conflict between the terms of this Warranty Schedule and any other documentation or statements provided by SonoSite, the terms of this Warranty Schedule would prevail.

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