

**FUJIFILM SONOSITE CANADA INC. STANDARD TERMS AND CONDITIONS OF SALE**

**PLEASE NOTE:** If you are purchasing FUJIFILM Sonosite Canada Inc. products under a Provincial or Health Region agreement with FUJIFILM Sonosite Canada Inc., the terms of your Provincial/Health Region agreement, and not these Standard Terms and Conditions, will govern your purchase of FUJIFILM Sonosite Canada Inc. products.

These are the exclusive Terms and Conditions governing the sale of products listed on the Confidential Quotation attached hereto (the "Products") by FUJIFILM Sonosite Canada Inc., a wholly-owned subsidiary of FUJIFILM Sonosite, Inc. ("FFSS (Canada)") to the customer identified on Page 1 of the attached Confidential Quotation ("Customer"). These Terms and Conditions and the Confidential Quotation attached hereto (together, the "Agreement") set forth the entire contract between the parties and supersedes all prior understandings or agreements of FFSS (Canada) and Customer with regard to the purchase and sale of the Products. FFSS (Canada) will not be bound by, and specifically objects to, any term, condition, or other provision that is different from or in addition to the provisions of this Agreement (whether or not it would materially alter this Agreement) that Customer proffers in any purchase order, receipt, acceptance, confirmation, correspondence, or other document that Customer proffers as an acceptance of this Agreement, unless FFSS (Canada) specifically agrees to such provision in a written instrument signed by FFSS (Canada).

**1. Acceptance, Performance and Credit Approval.** FFSS (Canada) 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 (Canada). All orders are subject to acceptance by FFSS (Canada) either in writing or by shipping Products. FFSS (Canada) may accept any order in whole or in part and FFSS (Canada)'s shipment of less than all Products ordered will constitute acceptance only as to those Products shipped. A condition of FFSS (Canada)'s obligation to deliver the Products is its approval of Customer's credit and payment arrangements.

**2. Firm Order.** Customer may cancel any Product order or modify it by reducing the quantity of Products ordered, prior to Product shipment, without additional charge. In the event of any cancellation or modification of an order within thirty (30) days after shipment of Products has occurred, FFSS (Canada) may charge Customer a restocking fee equal to twenty five percent (25%) of the amount otherwise payable under the Agreement for the affected excess Products. Product orders may not be cancelled or modified more than thirty (30) days after shipment to Customer.

**3. Delivery.** FFSS (Canada) 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 (Canada) will deliver the Products Exworks (Incoterms 2010 to the address listed on the order. 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 shipping address designated by Customer. 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.

**4. Prices.** Unless otherwise provided by FFSS (Canada) in writing, all prices are stated in Canadian dollars. 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 (Canada) in its then-current standard price list.

**5. Taxes.** The prices described in paragraph 4 do not include any sales, use, value-added, withholding or similar taxes. Customer will pay or reimburse FFSS (Canada) for all taxes or other amounts payable to governmental authorities in connection with the applicable

transactions (other than FFSS (Canada)'s net income taxes), or will provide FFSS (Canada) with an exemption certificate satisfactory to FFSS (Canada).

**6. Payment.** FFSS (Canada) will issue invoices for all amounts payable under this Agreement. If FFSS (Canada) approves extending credit to Customer, Customer will pay the amount set forth on FFSS (Canada)'s invoice within thirty (30) days from the date of such invoice or any alternative time period agreed to on the Confidential Quotation form. If Customer's credit rating is not satisfactory to FFSS (Canada), FFSS (Canada) may require shorter payment terms or payment in advance. Any amount not paid within the foregoing thirty (30) day period, or such other time period specified on the Confidential Quotation form, will be subject to a finance charge equal to 1.5% per month (equivalent to 18% per annum) or the highest rate allowable by applicable law, whichever is the lesser, determined and compounded daily from the date due until the date paid both before and after judgment. Payment of such finance charges will not excuse or cure Customer's breach or default for late payment.

**7. Trade-In Equipment.** Customer agrees to return to FFSS (Canada), at the time of installation of the FFSS (Canada) equipment purchased under this Agreement (the "New Equipment"), any FFSS (Canada) equipment listed on this Agreement as being traded in (or "uptraded") 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 (Canada) representative who performs the installation of the New Equipment and the 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 (Canada) may invoice Customer for the Trade-In Equipment in an amount equal to the value of the credits shown in this Agreement 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 Section 6. Customer must provide all Trade-In Equipment to FFSS (Canada) in good working condition, reasonable wear and tear excepted.

**8. Service Replacements and Loaner Equipment.** FFSS (Canada) may provide replacement and/or loaner equipment as a result of service events; such replacement and/or loaner equipment

<b>F00437</b>	<b>Rev: F</b>	<b>FFSS (Canada) Canada, Standard Terms and Conditions of Sale</b>	<b>Page: 1 of 3</b>
This document contains confidential information that is proprietary to FFSS (Canada). Neither the document nor the information contained therein should be disclosed or reproduced in whole or in part, without express written consent of FFSS (Canada).			

remains at all times property of FFSS (Canada) and must be returned by Customer to FFSS (Canada) promptly upon Customer's receipt of repaired equipment.

Customer shall not transfer the care or custody of the replacement and/or loaner equipment or otherwise encumber FFSS (Canada)'s ownership rights therein. While in possession of the replacement and/or loaner equipment, Customer is solely responsible for its proper care, and shall be liable for any loss or damage, normal wear and tear excepted.

Replacement and/or loaner equipment will be returned by Customer immediately upon Customer's receipt of repaired equipment. Failure to do so may result in reporting of the applicable value of the retained replacement and/or loaner equipment to government agencies under federal and state laws. Failure to ship the replacement and/or loaner equipment to FFSS (Canada) within 21 days of Customer's receipt of its own repaired equipment may result in invoicing of customer for the fair market value of any loaned or replaced equipment. As a result of invoicing, Customer's account may be placed on hold until the issue is resolved. Customer acknowledges and agrees that any shipment delays due to unpaid customer invoices, including those for unreturned equipment, shall not be deemed a violation of the warranty.

**9. Express Warranty and Disclaimer of Other Warranties.** FFSS (Canada)'s exclusive warranties for the Products are contained in the attached Warranty Schedule, which forms an integral part of this Agreement. **FFSS (CANADA) MAKES NO OTHER REPRESENTATION, WARRANTY OR PROMISE OF ANY KIND, WHETHER EXPRESS OR IMPLIED, REGARDING THE PRODUCTS (OR ANY SPARE OR COMPONENT PARTS, ACCESSORIES OR OTHER SERVICES SUPPLIED BY FFSS (CANADA) HEREUNDER). FFSS (CANADA) DISCLAIMS AND EXCLUDES ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF NONINFRINGEMENT, OR WARRANTY OR CONDITION ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OR TRADE, STATEMENTS OF FFSS (CANADA) REPRESENTATIVES, OR SAMPLES PREVIOUSLY SUPPLIED.**

**10. Exclusive Remedy and Release of Other Liabilities.** In the event of any breach of the foregoing warranties, Customer shall follow the procedure specified below under FFSS (CANADA), and FFSS (Canada) will provide the remedy specified in the Schedule. **THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY OF CUSTOMER FOR ANY BREACH OF WARRANTY.** The warranties, obligations and liabilities of FFSS (Canada) and the remedies of Customer set forth in this Agreement are exclusive and in substitution for, and except as provided for in Section 10 (Indemnification), **CUSTOMER HEREBY WAIVES, DISCLAIMS AND RELEASES ALL OTHER WARRANTIES, OBLIGATIONS AND LIABILITIES OF FFSS (CANADA) AND ALL OTHER RIGHTS, CLAIMS AND REMEDIES OF CUSTOMER AGAINST FFSS (CANADA),** express or implied, arising by law or otherwise, with respect to the Products and any other goods or services delivered under this Agreement including, without limitation, any obligation, liability, right, claim or remedy in tort (including claims for FFSS (Canada)'s own negligence or strict liability) or for infringement.

**11. Indemnification.** FFSS (Canada) 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 Canada, provided that Customer: gives FFSS (Canada) prompt written notice of the claim; allows FFSS (Canada) to control the defense and settlement of the claim; assists and cooperates with FFSS (Canada) 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 (Canada)'s prior written consent. This paragraph will not apply to (i) any claim to the extent such claim arises out of the negligence or willful misconduct of Customer; (ii) any claim to the extent it results from any use of the Product in connection with any equipment or other items not furnished by FFSS (Canada), (iii) any claim arising from any use not in conformity with applicable instructions and manuals, and (iv) any claim arising out of or relating to Products manufactured by third party suppliers which do not carry the FFSS (Canada) label, even if such products are sold by FFSS (Canada).

**12. Excused Performance.** FFSS (Canada) 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 (Canada)'s reasonable control (including, but not limited to, FFSS (Canada)'s inability, after due and timely diligence, to procure materials, parts, equipment or services).

**13. Limitations of Liability.** FFSS (CANADA) WILL NOT IN ANY EVENT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGE OR 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. FFSS (Canada)'s liability (whether in contract, tort or otherwise, and notwithstanding any fault, negligence, strict liability or product liability of FFSS (Canada)) with regard to any product or other goods or services furnished under this Agreement will not exceed the lesser of (a) \$500,000 or (b) three (3) times the purchase price paid by Customer to FFSS (Canada) for the same.

**14. Embedded Software and Videos.** FFSS (Canada) or its affiliated companies retains title to all software and computer programs embedded in any Product. FFSS (Canada) grants to Customer a non-transferable license to use the software and programs on the condition that (a) Customer will use such software only in accordance with applicable instructions and manuals furnished by FFSS (Canada) and will not copy, modify, make any derivative work based upon, publish or distribute any such software, (b) Customer will use such software only as installed in the Product, and will not transfer it to another product or device to run it, and (c) 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.

**15. Stand-Alone Software.** FFSS (Canada) or its affiliated companies 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 (Canada) will provide applicable licensing terms in advance of Customer's order or receipt of the Stand-Alone Software.

<b>F00437</b>	<b>Rev: F</b>	<b>FFSS (Canada) Standard Terms and Conditions</b>	<b>Page: 2 of 3</b>
This document contains confidential information that is proprietary to FFSS (Canada). Neither the document nor the information contained therein should be disclosed or reproduced in whole or in part, without express written consent of FFSS (Canada).			

**16. Intellectual Property Rights.** The Products involve valuable patent, copyright, trademark, trade secret and other intellectual property rights of FFSS (Canada). FFSS (Canada) 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 (Canada)'s intellectual property rights.

**17. Confidential Information.** FFSS (Canada) may disclose to Customer certain trade secret, proprietary or confidential information ("Confidential Information"). Except as otherwise authorized by FFSS (Canada) in writing, Customer will use such Confidential Information only for the purposes for which it is disclosed by FFSS (Canada), will not disclose it to any third party and will take appropriate steps to protect it from any unauthorized use or disclosure; provided that, upon or promptly after disclosure by FFSS (Canada), the information is marked or otherwise identified as trade secret, proprietary or confidential or the Customer otherwise knows or has reason to know that the same is trade secret, proprietary or confidential.

**18. 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 the warranty terms for those Products will be governed by the applicable Warranty Schedule set forth below.

**19. Authorized Users.** The Products purchased by Customer may only be used by or on the order of a licensed practitioner authorized to prescribe or administer medical ultrasound or impedance cardiography procedures.

**20. Nonwaiver.** Any failure by FFSS (Canada) 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 (Canada)'s right to assert or rely upon any such provision, right or remedy in that or any other instance.

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

**22. 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.

**23. Applicable Law.** This Agreement will be governed by and interpreted, construed, and enforced in all respects in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein, without reference to its choice of law principles. The provisions of the International Sale of Goods Act (Ontario) and the U.N. Convention on Contracts for the International Sale of Goods will not apply to this Agreement. Customer consents to the personal jurisdiction and venue of the federal and provincial courts located within Ontario regarding any suit, proceeding or claim arising out of or related to this Agreement or its subject matter and will not commence

or prosecute any such claim, suit or proceeding other than in such courts.

**24. 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.

**25. Export Control.** By accepting this Agreement Customer confirms that Customer is not located in (or a national resident of) any country under Canadian or U.S. Economic embargo or sanction, not identified on any U.S. Department of Commerce Denied Persons List, Entity List of proliferation concern or Canadian equivalent, on the US State Department Debarred Parties List or Treasury Department Designated Nationals exclusion list or any Canadian equivalent, and not directly or indirectly involved in the financing, commission or support of terrorist activities or in the development or production of nuclear, chemical, biological weapons or in missile technology programs as specified in the U.S. Export Administration Regulations (15 CRF 744) and hardware, software, technology, or services may not be exported, re-exported, transferred or downloaded to any such entity.

**26. Tariffs, Duties and Transfer Laws.** Customer shall be responsible for and pay any and all applicable tariffs, duties and clearance charges imposed by any governmental entity upon the Products, services and/or any technology sold or otherwise transferred hereunder and shall obtain and pay for any and all export and import licenses or permits necessary for shipment and/or delivery of such Products, services and/or technology. Customer acknowledges that the Products, services and/or any technology sold or otherwise transferred hereunder may be subject to certain governmental export and import control laws applicable to the purchase, sale, use, export, re-export, import or other transfer (collectively, "transfer") of such Products, services and/or technology, in whole or in part (referred to as the "Transfer Laws"). Customer warrants that it is familiar with the requirements and restrictions of all Transfer Laws, and shall comply with such laws at all times. Customer will indemnify FFSS (Canada) and its affiliates from and against any and all costs arising out of or in connection with any violation of the Transfer Laws or otherwise in connection with any transfer of the Products, services and/or technology, whether direct or indirect, by Customer.

The parties acknowledge that they have agreed that these Terms and Conditions and all contracts, notices and documents relating hereto be drafted in the English language. Les parties aux présentes confirment leur volonté que cette convention de même que tous les documents, y compris tous avis s'y rattachant, soient rédigés en anglais seulement.

<b>F00437</b>	<b>Rev: F</b>	<b>FFSS (Canada) Standard Terms and Conditions</b>	<b>Page: 3 of 3</b>
This document contains confidential information that is proprietary to FFSS (Canada). Neither the document nor the information contained therein should be disclosed or reproduced in whole or in part, without express written consent of FFSS (Canada).			

**FUJIFILM SONOSITE WARRANTY SCHEDULE**

**1. Scope and Duration of Warranties**

**Table 1** (subject to all terms and conditions of the FFSS Warranty Schedule)

Covered Product	Standard Warranty Term	Covered Product	Standard Warranty Term
<b><u>Newly Manufactured</u></b>		<b><u>Remanufactured</u></b>	
A SII Series, M-Turbo (excluding M-Turbo c), and EDGE II, and Sonosite PX (including Sonosite PX stand head) ultrasound systems.	5 years	L SII Series, M-Turbo, EDGE, EDGE II ultrasound systems, X-Porte ultrasound kiosks, Vevo MD, and remanufactured transducers for such systems, except as separately listed in this table.	1 year
B X-Porte ultrasound kiosks (including stands, clinical monitors, control panels and triple transducer connects)	5 years	M TEE transducers	90 days
C Transducers for the systems in (A), (B), and (F), except as separately listed in this table.	5 years		
D iViz v. 1.2 ultrasound systems and transducers	3 years	N <b><u>Reconditioned &amp; AS IS (Non-Demonstration) Systems</u></b> S Series, M-Turbo, EDGE ultrasound systems except as separately listed in this table.	1 Year
iViz v. 1.0/1.1.2 ultrasound systems and transducers	1 years		
E L52 Transducers	2 years		
F M-Turbo c ultrasound systems	1 year		
G FC1 ultrasound system and transducers.	1 year	O <b><u>Other Products and Accessories</u></b> Connectivity Products, including SiteLink and Sonosite Patient Data Archiver Software.	90 days
H TEE, D2, SLA, and C8 transducers.	1 year	P Spare parts, add-ons, non-software upgrade packages and factory-rebuild sub-assemblies	90 days (see section 1.6(b)(2))
I NanoMaxx transducers.	1 year	Q Third party products	See Section 1.2 of this Warranty Schedule.
J Stands, batteries, monitors, and other accessories for: (A), (D), (F), and (G) which carry the FFSS label, and the X-Porte battery set.	1 year		
K Vevo MD (including stands, clinical monitors, control panels); transducers for VEVO MD (except as separately listed in this table); Connectivity Products for VEVO MD (including inviCRO iPACS Software); monitors and other accessories for VEVO MD which carry the FFSS and/or VisualSonics label	1 year		





**FUJIFILM SONOSITE WARRANTY SCHEDULE**

**1.1 Newly Manufactured Products.** For purposes of this Warranty Schedule, “newly manufactured” Products include ex-demo equipment purchased directly from a FFSS sales representative and equipment that may include refurbished components subject to the same quality standards as new Products, except as otherwise noted on the quotation provided to Customer.

**1.2 Third Party Products.** FFSS does not provide a warranty or warranty service for Products that are manufactured or developed, or licensed to FFSS, by a third party and do not carry the FFSS label, even if such Products are sold and distributed by FFSS, including without limitation, Tricefy™ products, and related accessories. All warranty terms (if any) for such Products are provided by the third party manufacturer, developer, or licensor, and are governed by documentation provided by such manufacturer, developer or licensor, as applicable, and included with the shipment to Customer.

Tricefy is a trademark of Trice Imaging, Inc.

**1.3 Product Warranties.** (a) FFSS warrants to Customer that it will repair or replace each Covered Product during its applicable warranty period if not free from defects in materials and manufacture or operating in all material respects in accordance with the functional specifications in the user guide provided by FFSS with the Covered Product, as modified by any written updates subsequently made available by FFSS. FFSS may repair Covered Products or their components using new or refurbished parts subject to the same quality standards as new Products. This warranty is made to Customer only and may be extended to one subsequent purchaser of the Covered Product **only**, and only if the following conditions are met: (i) Customer has provided FFSS (to the attention of the FFSS Service and/or Sales Support Dept.) with advance written notice of such transfer and FFSS has not objected to such transferee within fifteen (15) days after receiving the written notice, and (ii) the transferee is a qualified medical professional. Failure of either of the foregoing conditions shall render the attempted extension of warranty void.

(b) The foregoing warranty does not apply to Sonosite Patient Data Archiver Software (“SPDAS”), or other FFSS software products including Updates. FFSS warrants that for a period of ninety (90) days from the date of delivery by FFSS, the media on which the SPDAS or other FFSS software is furnished will be free from material defects in workmanship and material. This warranty is conditioned upon FFSS’ receipt of written notice of a defect prior to the end of the warranty period. Upon receipt of timely notice, FFSS will promptly replace such media at no additional charge to Customer. Replacement of the media is Customer’s sole remedy and FFSS’ sole obligation under this warranty. This warranty and FFSS’s obligations hereunder shall terminate immediately and without notice if the SPDAS is (i) subjected to misuse, alteration, improper installation or improper storage, (ii) used in a manner or configuration other than as specified in the user manual or other documentation provided by FFSS, or (iii) damaged or destroyed by any cause beyond FFSS’ reasonable control. During the ninety (90) day warranty period, FFSS will provide remote service support to Customer for installation and setup of SPDAS or other FFSS software.

(c) Software Updates and Upgrades. “Updates” are defined as modifications to software features or functionality beyond those existing in a Product at its time of sale, and which are required to: improve existing functionality, address the health or safety of users or patients, or are required by law. Updates are made available hereunder to the Customer, at no additional charge via electronic download or USB flash drive, during the life of the Product’s continued sale or service by FFSS. “Upgrades” include software releases with new or additional features and functions, which are not Updates. Upgrades, upon release, will be made available for purchase by the Customer. Additional hardware or modifications of currently existing hardware required for Upgrades, along with associated training, if any, will be made available by Seller at an additional charge to Customer.

**1.4 Warranty Period.** The warranty period for all Covered Products is set forth in Table 1 and limited in accordance with Sections 1.5, 1.6 and 2 (Exclusive Warranty Remedies, Warranty Types, and Warranty Exclusions) below. The initial warranty period begins on the date that FFSS ships the Covered Product. The warranty period for any replacement product or component or repair to a Covered Product furnished to Customer as a warranty remedy will be the longer of: the unexpired portion of the warranty period applicable to the repaired, adjusted or replaced Covered Product, or ninety (90) days. If Customer has uptraded trade-in equipment that is covered by a SonoProtect or earlier FFSS Standard Protection Extended Warranty, Total Coverage Protection, Extended Total Coverage Protection or Service Level Agreement (SLA) (as defined in Section 1.6 below), the applicable warranty shall apply to the new Covered Product purchased by Customer for the remainder of the initial Total Coverage or Extended Warranty period. SonoProtect is a trademark and registered trademark of FUJIFILM Sonosite, Inc. in various jurisdictions.

**1.5 Exclusive Warranty Remedies:** In the event of a breach of warranty of a Covered Product, Customer must notify FFSS 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, FFSS will, at FFSS’ option, repair, adjust or replace (with new or exchanged replacement systems or parts) the non-conforming Covered Product. If FFSS determines that such repair, adjustment or replacement cannot occur despite its reasonable efforts, then FFSS may elect to refund to Customer the amount paid by Customer for the Covered Product in exchange for such Covered Product in full satisfaction of FFSS’s obligations under this Warranty Schedule. THE REMEDY SELECTED BY FUJIFILM SONOSITE, INC. IN ACCORDANCE WITH THIS PARAGRAPH SHALL BE THE EXCLUSIVE AND SOLE REMEDY OF CUSTOMER FOR ANY BREACH OF WARRANTY.

Warranty service will be performed during FFSS’ normal business hours (Monday to Friday, 5 a.m. – 5 p.m. (Pacific Time), excluding holidays).

**1.6 Warranty Types**

(a) Standard Warranty: For all Covered Products within the warranty period, except for X-Porte and VEVO MD, FFSS will provide warranty service at FFSS authorized service locations. To obtain warranty service, Customer must deliver the affected Covered Product to the authorized service location (at FFSS’ expense).

1. For X-Porte, the warranty service will be performed by means of in-field service repairs by FUJIFILM Medical Systems U.S.A., Inc. service personnel or authorized subcontractors, and/or by replacement of X-Porte modules delivered via overnight delivery to a U.S. Customer address only (where such service is available).
2. For VEVO MD, the warranty service will be performed by means of in-field service repairs by FFSS service personnel or authorized subcontractors, and/or by replacement of Vevo MD modules delivered via overnight delivery to a U.S. Customer address only (where such

service is available).



**FUJIFILM SONOSITE WARRANTY SCHEDULE**

3. FFSS will also provide replacement products of equivalent or better condition or loaner products delivered via overnight delivery to a U.S. address only (where such service is available), to be used by Customer during warranty service, solely for the Covered Products listed in Table 1 - A, C – J, and L - P (excluding X-Portend VEVO MD systems).

(b) Standard Warranty Period for products that carry the FFSS label. As described in Table 1, subject to the following:

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

- (1) ninety (90) days from the date such items are delivered; or
- (2) in the case of a warranty repair or replacement, the preceding ninety (90) day period or the unexpired Standard Warranty period for the original Covered Product, whichever is longer.

(c) SonoProtect Total Coverage Protection for products that carry the FFSS label: For an additional charge, in addition to the Standard Warranty, FFSS will also provide the following enhanced warranty services for the Covered Products listed in Table 1 - A - D, F, G, I, L, N. 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 other Covered Products except as expressly set forth above, or in certain countries outside the U.S. and Canada. Please contact your FFSS sales representative for details of SonoProtect Total Coverage Protection availability in your area.

(1) Notwithstanding Section 2 (Warranty Exclusions), SonoProtect Total Coverage Protection will cover repair or replacement of Covered Products damaged by accidental mishandling, vandalism, or disaster, provided that: (A) for the iViz System and Transducer, no single system or transducer will be repaired or replaced more than once during the duration of this SonoProtect Total Coverage Protection (including extensions of the Standard Warranty Period); and (B) for all other Covered Products, no single system or transducer will be repaired or replaced more than twice during the duration of this Total Coverage Protection (including extensions of the Standard Warranty Period).

(2) FFSS will provide loaner products, via overnight delivery where available, to be used while Total Coverage Protection service is being performed. Loaner products are not available for X-Porte and iViz.

(3) SonoProtect Total Coverage Protection Warranty Period:

(A) Covered Products set forth in Table 1, A-C: Five-year term (same as initial Standard Warranty Period), or one (1) year extensions of the Standard Warranty

(B) Other Covered Products set forth in Table 1, D, F, G, I, L, N.

(d) Extended Warranties for products that carry the FFSS label

(1) SonoProtect Standard Protection Extended Warranty: extends Standard Warranty by one (1) year increments, effective from the last day of the then-current warranty period, up to a maximum warranty coverage period of eight (8) years from the original ship date for Covered Products set forth in Table 1, A-C, five (5) years from the original Product ship date for Covered Products set forth in Table 1 L (excluding Vevo MD) and N, three (3) years from original product ship date for FC1 (Table 1, G), and five (5) years from original product ship date for iViz (Table 1, D). This extended warranty is not available for iLook, 180PLUS/ELITE, Titan or MicroMaxx systems, for P11x, D2, L52, C8, SLT, LAP, SLA or TEE transducers, or Other Covered Products except as expressly provided above.

(2) SonoProtect Extended Total Coverage Protection: extends existing SonoProtect Total Coverage Protection by one (1) year increments, effective from the last day of the then-current warranty period, up to a maximum coverage period of eight (8) years from the original Product factory ship date for Covered Products set forth in Table 1, A-C and five (5) years from the original Product factory ship date for Covered Products set forth on Table 1 L (excluding Vevo MD) and N, three (3) years from original product ship date for FC1 (Table 1, G), and five (5) years from original product ship date for iViz (Table 1, D). SonoProtect 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 other Covered Products except as expressly provided above. SonoProtect Extended Total Coverage Protection runs concurrently with Standard Protection Extended Warranty Coverage.

(e) Service Level Agreement for VEVO MD (SLA).

1. Preventative Maintenance Service Level Agreement: 12 month coverage for parts, labor, and travel for maintenance of VEVO MD products including transducers. One (1) preventative maintenance visit is provided within the 12 month coverage period. Response time for Customer inquiries to FFSS' service call center is within 24 hours. Telephone and email-based technical and application support is provided 5 days/week, 9am – 5pm EST. Travel and overtime labor is included, if required.
2. Parts and Transducer Service Level Agreement Provides 12-month coverage for transducers and Vevo MD System and accessories. Preventative maintenance visits, on-site service visits, travel and overtime, if required, are not included in this SLA. Telephone and email-based technical and application support is provided 5 days/week, 9am – 5pm EST in North America or Amsterdam time in Europe.



**FUJIFILM SONOSITE WARRANTY SCHEDULE**

(f) Services Warranty: FFSS warrants that the repair services rendered in satisfaction of the warranties described in this Warranty Schedule will be performed by qualified personnel in a professional manner. This warranty shall not be deemed to extend the warranty period for any Covered Product.

(g) Customer Responsibilities for Product Return:

- (1) To obtain warranty service, Customer must deliver the Covered Product, excluding X-Porte and VEVO MD, to the authorized service location (at FFSS' expense). Title to and the risk of loss, damage or casualty to the Covered Product remains with Customer until delivery to the service location. FFSS' Terms and Conditions of Sale or, if Customer has purchased the original Covered Products under a GPO or IHN agreement, the terms of such agreement, govern the return of repaired or replaced Covered Products to the Customer. With respect to X-Porte and VEVO MD, warranty service shall be performed as set forth in Subsection 1.6(a) of this Warranty Schedule.
- (2) Prior to Customer's return of any item to FFSS where such item has been exposed to pathogens as recognized by the United Nations World Health Organization (WHO), International Association of National Public Health Institute, Centers for Disease Control and Prevention; Customer must: (i) provide advance written notification in advance to FUJIFILM SonoSite, Inc., (ii) fully decontaminate all products before packaging, and (iii) label all boxes in accordance with biohazard transportation regulations outlined by the WHO.
- (3) Customer must back up all patient data stored on a Covered Product and remove it from such system prior to shipment to FFSS. Customer must also back up user presets (if system allows). Prior to shipment of system to FFSS, FFSS recommends Customers perform a "Power Zero Reset", which will remove Electronic Protected Health Information (ePHI) and configurations settings on the system. Customers should refer to the product instruction manual or contact Technical Support for details to perform a Power Zero Reset. Notwithstanding the foregoing, FFSS will perform a Power Zero Reset upon receipt of such system, and is not responsible for any loss of stored data that may occur while Covered Products are being repaired.
- (4) FFSS may provide either advanced replacement or loaner equipment as a result of service events. Loaner equipment remains at all times property of FFSS and must be returned by Customer to FFSS promptly upon the Customer's receipt of advanced replacement or repaired equipment. Customer shall not transfer the care or custody of the loaner equipment or otherwise encumber FFSS' ownership rights therein. While in possession of the loaner equipment, Customer is solely responsible for its proper care, and shall be liable for any loss or damage, normal wear and tear excepted. If Customer's equipment is replaced by FFSS, Customer shall return its original equipment to FFSS immediately upon receipt of replacement. If loaner equipment is provided by FFSS, such equipment will be returned by the Customer immediately upon the Customer's receipt of repaired equipment. Failure to do so may result in reporting of the applicable value of the retained replacement and/or loaner equipment to government agencies under federal and state laws. Failure to ship the replaced (non-conforming) or loaner equipment to FFSS within twenty-one (21) days of Customer's receipt of replaced or its own repaired equipment may result in invoicing of Customer for the fair market value of the loaned or replaced equipment. As a result of unreturned equipment, the Customer's account may also be placed on a service and/or credit hold until the issue is resolved. Customer acknowledges and agrees that any shipment delays due to unpaid customer invoices, including those for unreturned equipment, shall not be deemed a warranty violation.

**2. Warranty Exclusions**

FFSS' warranties set forth herein do not cover:

(a) Any defect or deficiency of a Covered Product that results, in whole or in part, from: (1) failure to operate, maintain or store the Covered Product in accordance with applicable specifications, instructions and manuals; (2) the dismantling, repair or alteration of the Covered Product by unauthorized personnel; or (3) abuse, negligence, or intentional damage of the Covered Product, including a pattern of repeated failure that is indicative of abuse.

(b) <sup>1</sup> Damage to or malfunction of transducers due in whole or in part to: (1) disinfecting or sterilizing incorrectly without the FFSS protective connector box or with chemicals not recommended by FFSS; (2) patient bite marks or holes; (3) pinched endoscopes; or (4) discoloration or chemical breakdown of transducer. NOTE: Accidental mishandling of FFSS manufactured transducers may be covered under the Standard Warranty if available in your area and so noted on your quotation. Accidental mishandling coverage does not apply to the following transducers: P11x, TEE, D2, SLA, C8, SLT, LAP, iViz transducers, or Standard Warranties of transducers for veterinary use. Accidental mishandling coverage will only apply to transducers for veterinary use if they are covered under purchased SonoProtect Total Coverage Protection. Please contact your FFSS sales representative for details of covered countries.

(c) Covered Products that are used outside the United States or Canada, unless an alternative location is approved in advance by FFSS.

<sup>1</sup> Discoloration of systems, transducers or other Covered Products may occur with the use of disinfectant wipes/products. The use of disinfectant products with any transducer may not void this warranty, however, if discoloration occurs, and is the sole indication for repair or replacement of the affected Covered Product, repair or replacement of such product will not be covered by the applicable warranty. Please refer to the Disinfectants for



**FUJIFILM SONOSITE WARRANTY SCHEDULE**

(d) Covered Products that are subjected to theft, vandalism or disasters such as flood, fire or war (except as expressly provided under applicable Total Coverage Protection).

To the extent there is any conflict between the terms of this Warranty Schedule and any other documentation or statements provided by FFSS, the terms of this Warranty Schedule will prevail.

