

FUJIFILM SONOSITE WARRANTY SCHEDULE

Warranty Schedule FUJIFILM SonoSite, Inc. (Effective Date 5/5/2022)

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
<u>Newly Manufactured</u>		<u>Remanufactured</u>	
A SII Series, M-Turbo (excluding M-Turbo c), and EDGE II, Sonosite PX (including Sonosite PX stand head), and Sonosite LX (including Sonosite LX stand, Sonosite LX clinical monitor and Sonosite LX stand head) ultrasound systems.	5 years	I SII Series, M-Turbo, EDGE, EDGE II ultrasound systems, 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	J TEE and T8-3 transducers	90 days
C Transducers for the systems in (A), (B), and (F), except as separately listed in this table.	5 years	K <u>Reconditioned & AS IS (Non-Demonstration) Systems</u> S Series, M-Turbo, EDGE ultrasound systems except as separately listed in this table.	1 Year
D iViz transducers	3 years		
E L52 Transducers	2 years	L Connectivity Products, including SiteLink and Sonosite Patient Data Archiver Software.	90 days
F M-Turbo c ultrasound systems	1 year	M Spare parts, add-ons, non-software upgrade packages and factory-rebuild sub-assemblies	90 days (see section 1.6(b)(2))
G T8-3, TEE, D2, SLA, and C8 transducers.	1 year		
H Stands, batteries, monitors, and other accessories, which carry the FFSS label, for: SII Series, M-Turbo (excluding M-Turbo c), and EDGE II; Stand batteries and system batteries for the Sonosite PX and Sonosite LX systems; and the X-Porte battery set.	1 year		

FUJIFILM SONOSITE WARRANTY SCHEDULE

Warranty Schedule FUJIFILM SonoSite, Inc. (Effective Date 5/5/2022)

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 or related accessories that are manufactured or developed, or licensed to FFSS, by a third party and do not carry the FFSS label, even if such Products or related accessories are sold and distributed by FFSS. All warranty terms (if any) for such Products and related accessories 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.

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 upgraded 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, 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).

- 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).
- 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 (except, for Sonosite LX, the sole loaner product will be the “engine”) and F.

F00505	Rev: P	FUJIFILM SONOSITE WARRANTY SCHEDULE	Page: 2 of 4 08v08 
---------------	---------------	--	--

FUJIFILM SONOSITE WARRANTY SCHEDULE

Warranty Schedule FUJIFILM SonoSite, Inc. (Effective Date 5/5/2022)

(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 - C Total Coverage Protection is not available for any other products, systems, accessories, transducers or other Covered Products except as expressly set forth in this section 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 for all 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.
- (3) SonoProtect Total Coverage Protection Warranty Period: 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.

(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 and F. This extended warranty is not available for any other products, systems, accessories, transducers or other Covered Products except as expressly provided in this section 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. SonoProtect Extended Total Coverage Protection is not available for any other products, systems, accessories, transducers or other Covered Products except as expressly provided in this section above. SonoProtect Extended Total Coverage Protection runs concurrently with Standard Protection Extended Warranty Coverage.

(e) 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.

(f) Customer Responsibilities for Product Return:

- (1) To obtain warranty service, Customer must deliver the Covered Product, excluding X-Porte, 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, 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.

FUJIFILM SONOSITE WARRANTY SCHEDULE

Warranty Schedule FUJIFILM SonoSite, Inc. (Effective Date 5/5/2022)

- (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) ¹ 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 droppage of most FFSS manufactured transducers may be covered under the Standard Warranty if available in your area. Accidental mishandling/droppage coverage does **not** apply to the following transducers: P11x, TEE, T8-3, D2, SLA, C8, SLT, LAP, iViz transducers, or Standard Warranties of transducers for veterinary use. 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.

(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.

¹ 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 SonoSite Products document on www.sonosite.com.