



Edwards

PLATINUM PROTECTION SERVICE AGREEMENT FOR EV1000

TERMS AND CONDITIONS FOR SERVICE PLAN

This Platinum Service Agreement (this “Service Agreement”), is entered into by and between Edwards Lifesciences LLC (“Edwards”) and Customer, in connection with the equipment purchased by Customer as more specifically set forth on **Schedule A** to the Quote for the Customer, hereinafter (the “Equipment”).

- 1) **Platinum Coverage:** This Service Agreement covers the costs of parts, labor and return shipping costs (to Customer), to repair or replace, as determined in Edwards’ sole discretion, Equipment found to be defective under normal use and service during the warranty period specified on Schedule A to the Quote for the applicable Equipment (the “Warranty Period”).
 - (a) All repairs to be performed by an Edwards service engineer or other authorized representative using new or factory refurbished parts.
 - (b) All factory and field installable software updates and hardware upgrades as determined by Edwards.
 - (c) The invoiced price is payable Net 30 Days after commencement of the Warranty Period.
 - (d) Platinum Protection Service includes limited physical, water and liquid damage. A maximum of two (2) replacements will be allowed within any 12 month period beginning from the date of the first replacement. The first replacement will be replaced free of charge and the second replacement requested within the 12 month duration will be subject to a \$1000 deductible. Any additional requests due to accidental or liquid damage will be charged at prevailing rates for repair or replacement at Edwards’ discretion.
 - (e) Edwards may, at its option, provide Customer with refurbished replacement Equipment on a permanent basis or on a temporary basis during the time required to repair Customer’s Equipment. Although refurbished up to factory functional standards, the replacement Equipment may not be equivalent in appearance as the units returned to Edwards for repair, service or exchange. When a replacement is accepted by Customer, Customer is no longer responsible for the unit exchanged with Edwards. This Service Agreement will transfer to the replacement Equipment for the remainder of the Warranty Period for such Equipment. If Customer’s original make and model is no longer available, Customer will receive comparable Equipment.
- 2) **Conditions.**
 - (a) Customer is required to reasonably troubleshoot with Edwards’ Technical Support personnel to verify the nature of the problem before returns for repairs are authorized by Edwards. Service may be refused if Customer is unwilling to (i) provide detailed information about failure or (ii) isolate defective components or Equipment from Customer’s inventory.
 - (b) Customer must return the Equipment (pre-paid) on an Edwards issued Returned Materials Authorization (RMA). Information regarding the specific nature of each failure and detailed description of logged messages is required prior to the issuance of an RMA from Edwards Technical Support. The Equipment must be received by Edwards within 14 days of the Customer receiving replacement Equipment or the Customer agrees to be billed for the current List Price of Equipment.
 - (c) Edwards’ examination confirms to Edwards’ satisfaction that such defect has not been caused by improper use or abuse of the Equipment.
 - (d) The Equipment has not been disassembled, opened, repaired or altered by persons other than Edwards or its authorized representatives. These actions or breaking the internal warranty seals of Equipment by

Edwards Lifesciences LLC

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persons other than Edwards will void this Service Agreement.

- (e) Cables and accessories (carts, mounting adapters, patient cables, slave cables and CO-Set Probes) and disposable products are specifically excluded from this Service Agreement; and Edwards is not responsible if unauthorized accessories are returned. Associated OM2 cables that are less than 3 years old and are listed by serial number in Schedule A to the Quote are included under Platinum Protection at no additional cost.
- (f) Equipment not covered by this warranty include:
 - 1. Equipment that has been used beyond its "Useful Life" dates (Useful Life dates are printed on the products' labeling);
 - 2. Equipment that has had its labeling removed;
 - 3. Equipment that had pre-existing damage or reported or unreported failures prior to the Warranty Period;
 - 4. Equipment that fails as the result of battery life;
 - 5. Equipment that has not been properly maintained per the operator's manual or IFU.
- (g) Exclusions from Coverage. Any warranty or liability is excluded where the warranty claim, in Edwards' reasonable opinion, arises out of
 - 1. accident, theft, misuse, or neglect;
 - 2. use of Equipment outside of normal operating conditions, specifications, or environment or in a manner not authorized by Edwards;
 - 3. lack of routine care or maintenance as indicated in any Edwards' operating or maintenance instructions;
 - 4. failure to use or take any proper precautions under the circumstances;
 - 5. user modification of the Equipment;
 - 6. computer viruses and other changes to the operating system or environment which adversely affect the applicable Equipment;
 - 7. defects, problems, or failures created by third party products (except those comprising parts or components of Edwards' products) or their interface with Edwards' products;
 - 8. force majeure, and
 - 9. latent defects discovered after the expiration of the applicable warranty period.
- (h) Edwards cannot guarantee one business day replacement on weekends, Edwards holidays, after 2:00 pm Pacific Time each work day or for circumstances beyond Edwards' control (such as carrier strikes, delivery service interruptions, severe weather, etc). Edwards also cannot guarantee one business day replacement to locations for which FedEx service is not available.
- (i) Any external identification (including Edwards' labels and stickers) sent with the Equipment by Customer to Edwards for repair will not be returned to Customer.
- (j) Disposable Products.
 - 1. Customer agrees to use only Edwards' disposable products with the Equipment. Edwards cannot guarantee the accuracy or validity of the parameters displayed by the Equipment when used with the disposables other than genuine Edwards' disposable products.



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2. Customer's use of non-Edwards disposable products voids all Edwards' warranties and shall immediately terminate this Service Agreement.
 3. Customer indemnifies, defends and holds Edwards and its affiliates, and their respective shareholders, directors, officers, employees, successors, and assigns from and against all claims, liabilities, losses, damages, liabilities costs and expenses (including reasonable attorneys' fees and expenses and court costs) arising from or related to any actual or alleged death or bodily injury arising from or related to Customer's use of any disposable products that are not genuine Edwards' products in connection with Edwards' clinical platforms or the Equipment.
- (k) Software Updates. During the Warranty Period, updates (bug fixes, performance optimization etc.) to the Equipment's software may become available from time to time. Customer agrees that Edwards has the right to access the Equipment upon reasonable prior notice to install any and all such updates. If Customer does not permit Edwards to update the software in a timely fashion, Edwards may void the Equipment's warranty and/or terminate this Service Agreement. Refunds will be limited to prorated service fees and will have actual costs of service rendered deducted from refund amount.
- (l) New Technology Upgrade. During the Warranty Period, Customer will be eligible to receive hardware upgrades to new advanced monitoring platform with equivalent technology only (no additional parameter capabilities offered).

EDWARDS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The Platinum Protection Service Plan is assignable by Customer to a successor owner, as long as the Equipment remains the property of the successor owner, coverage will continue.

This Agreement shall be governed by and construed in accordance with the laws of the State of California.

Customer certifies that the Equipment being covered by Service Agreement is in good working order and has not been involved in any reported complaint event at the time of acceptance of the Quote or issuance of Purchase Order.



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HEMOSPHERE PLATINUM PROTECTION SERVICE AGREEMENT

TERMS AND CONDITIONS FOR SERVICE PLAN

This Platinum Service Agreement (this "Service Agreement"), is entered into by and between Edwards Lifesciences LLC ("Edwards") and Customer, in connection with the equipment purchased by Customer as more specifically set forth on **Schedule A** to the Quote for Customer, hereinafter (the "Equipment").

- 1) **Platinum Coverage:** This Service Agreement covers the costs of parts, labor and return shipping costs (to Customer), to repair or replace, as determined in Edwards' sole discretion, Equipment found to be defective under normal use and service during the warranty period specified on Schedule A for the applicable Equipment (the "Warranty Period").
 - (a) All repairs to be performed by an Edwards service engineer or other authorized representative using new or factory refurbished parts.
 - (b) All factory and field installable software updates and hardware upgrades as determined by Edwards.
 - (c) The invoiced price is payable Net 30 Days after commencement of the Warranty Period.
 - (d) Platinum Protection Service includes limited physical, water and liquid damage. A maximum of two (2) replacements will be allowed within any 12 month period beginning from the date of the first replacement. The first replacement will be replaced free of charge and the second replacement requested within the 12 month duration will be subject to a \$1000 deductible. Any additional requests due to accidental or liquid damage will be charged at prevailing rates for repair or replacement at Edwards' discretion.
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 - (b) Customer must return the Equipment (pre-paid) on an Edwards issued Returned Materials Authorization (RMA). Information regarding the specific nature of each failure and detailed description of logged messages is required prior to the issuance of an RMA from Edwards Technical Support. The Equipment must be received by Edwards within 14 days of the Customer receiving replacement Equipment or the Customer agrees to be billed for the current List Price of Equipment.
 - (c) Edwards' examination confirms to Edwards' satisfaction that such defect has not been caused by improper use or abuse of the Equipment.
 - (d) The Equipment has not been disassembled, opened, repaired or altered by persons other than Edwards or its authorized representatives. These actions or breaking the internal warranty seals of Equipment by persons other than Edwards will void this Service Agreement.

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- (f) Equipment not covered by this warranty include:
1. Equipment that has been used beyond its "Useful Life" dates (Useful Life dates are printed on the products' labeling);
 2. Equipment that has had its labeling removed;
 3. Equipment that had pre-existing damage or reported or unreported failures prior to the Warranty Period;
 4. Equipment that fails as the result of battery life;
 5. Equipment that has not been properly maintained per the operator's manual or IFU.
- (g) Exclusions from Coverage. Any warranty or liability is excluded where the warranty claim, in Edwards' reasonable opinion, arises out of
1. accident, theft, misuse, or neglect;
 2. use of Equipment outside of normal operating conditions, specifications, or environment or in a manner not authorized by Edwards;
 3. lack of routine care or maintenance as indicated in any Edwards' operating or maintenance instructions;
 4. failure to use or take any proper precautions under the circumstances;
 5. user modification of the Equipment;
 6. computer viruses and other changes to the operating system or environment which adversely affect the applicable Equipment;
 7. defects, problems, or failures created by third party products (except those comprising parts or components of Edwards' products) or their interface with Edwards' products;
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 2. Customer's use of non-Edwards disposable products voids all Edwards' warranties and shall



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immediately terminate this Service Agreement.

3. Customer indemnifies, defends and holds Edwards and its affiliates, and their respective shareholders, directors, officers, employees, successors, and assigns from and against all claims, liabilities, losses, damages, liabilities costs and expenses (including reasonable attorneys' fees and expenses and court costs) arising from or related to any actual or alleged death or bodily injury arising from or related to Customer's use of any disposable products that are not genuine Edwards' products in connection with Edwards' clinical platforms or the Equipment.
- (k) Software and Technology Expansion Updates. During the Warranty Period, software updates (bug fixes, performance optimization etc.) and technology expansion upgrades to the Equipment's software and hardware may become available from time to time. Customer agrees that Edwards has the right to access the Equipment upon reasonable prior notice to install any and all such updates and/or upgrades. If Customer does not permit Edwards to update the Equipment in a timely fashion, Edwards may void the Equipment's warranty and/or terminate this Service Agreement. Refunds will be limited to prorated service fees and will have actual costs of service rendered deducted from refund amount.

EDWARDS DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The Platinum Protection Service Plan is assignable by Customer to a successor owner, as long as the Equipment remains the property of the successor owner, coverage will continue.

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