

## GENERAL TERMS AND CONDITIONS

1. F.O.B, DELIVERY AND RISK OF LOSS: All products FOB Chelmsford, Boston USA.
2. TERMS OF PAYMENT: Unless otherwise stated, terms of payment are NET thirty (30) days after the date of appearing on ZOLL Medical UK's invoice.
3. CREDIT APPROVAL: All shipments and deliveries shall at all times be subject to the approval of credit by ZOLL Medical UK. ZOLL Medical UK may at any time decline to make any shipment or delivery except upon receipt of payment or security, or upon terms regarding credit or security satisfactory to ZOLL Medical UK..
4. WARRANTY: (a) ZOLL Medical UK warrants to the Customer that from the date of the installation, or thirty (30) days after the date of shipment from ZOLL Medical UK's facility, whichever first occurs, the equipment (other than accessories and electrodes) will be free from defects in material and workmanship under normal use and service for a period of 12 months. Accessories and electrodes shall be warranted for 90 days from date of shipment. During such period ZOLL Medical UK will, at no charge to the Customer, either repair or replace (at ZOLL Medical UK's sole option) any part of the equipment found by ZOLL Medical UK to be defective in material or workmanship. If ZOLL Medical UK's inspection detects no defects in material or workmanship, ZOLL Medical UK's regular service charges shall apply. (b) ZOLL Medical UK shall not be responsible for any equipment defect, the failure of the equipment to perform any specified function, or any other non-conformance of the equipment, caused by or attributable to, (i) any modification of the equipment by the Customer, unless such modification is made with the prior written approval of ZOLL Medical UK; (ii) the use of the equipment with any associated or complimentary equipment, accessory or software not supplied by ZOLL Medical UK; (iii) any misuse or abuse of the equipment; (iv) exposure of the equipment to conditions beyond the environmental, power or operation constraints specified by ZOLL Medical UK, or (v) installation or wiring of the equipment other than in accordance with ZOLL Medical UK's instructions. (c) This warranty does not cover items subject to normal wear and tear and burnout during use, including but not limited to lamps, fuses, batteries, cables and accessories. (d) The foregoing warranty does not apply to software included as part of the equipment (including software embodied in read-only memory, known as "firmware"). (e) The foregoing warranty constitutes the exclusive remedy of the Customer and the exclusive liability of ZOLL Medical UK for any breach of any warranty related to the equipment supplied herein. THE WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND ZOLL MEDICAL UK EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER WRITTEN, ORAL, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
5. SOFTWARE LICENCES: (a) All software (the "Software" which term shall include firmware) included as part of the equipment is licensed to Customer Pursuant to a nonexclusive limited license on the terms hereinafter set forth. (b) Customer may not copy, distribute, modify, translate or adapt the Software, and may not disassemble or reverse compile the software, or seek in any manner to discover, disclose or use any proprietary algorithms, techniques or other confidential information contained therein. (c) All rights in the Software remain the product of ZOLL Medical UK and the Customer shall have no right or interest therein except as expressly provided herein. (d) Customer's right to use the Software may be terminated by ZOLL Medical UK in the event of any failure to comply with the terms of this agreement. (e) Customer may transfer the license conferred hereby only in connection with a transfer of the equipment and may not retain any copies of the Software following such a transfer. (f) ZOLL Medical UK warrants that the read-only memory or other media on which the Software is recorded will be free from defects in materials and workmanship for the period and on the terms set forth in section 6. (g) Customer understands that the Software is a complex and sophisticated software product, and no assurance can be given that operation of the Software will be uninterrupted or error-free, or that the Software will meet Customer's requirements. Except as set forth in section 7(i), ZOLL MEDICAL UK MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO THE SOFTWARE AND IN PARTICULAR DISCLAIMS ANY IMPLIED WARRANTIES OR MERCHANTABILITY OR FITNESS OF A PARTICULAR PURPOSE WITH RESPECT THERETO. Customer's exclusive remedy for any breach of warranty or defect relating to the Software shall be the repair or replacement of any defective read-only memory or other media so that it correctly reproduces the Software.
6. DELAYS IN DELIVERY: ZOLL Medical UK shall not be liable for any delay in the delivery of any part of the equipment if such delay is due to any cause beyond the control of ZOLL Medical UK, including but not limited to acts of God, fires, epidemics, floods, riots, wars, sabotage, labour disputes, government actions inability to obtain materials, components, manufacturing facilities or transportation, or any other cause beyond the control of ZOLL Medical UK. In addition, ZOLL Medical UK shall not be liable for any delays in delivery caused by failure of the Customer to provide any necessary information in a timely manner. In the event of any such delay, the date of shipment or performance herein shall be extended to the period equal to the time lost by reason of such delay. In the event of such delay, ZOLL Medical UK may allocate available equipment among its Customers on any reasonable and equitable basis. The delivery dates set forth in the Quotation were approximate only, and ZOLL Medical UK shall not be liable for, nor shall the Contract be breached by any delivery by ZOLL Medical UK within a reasonable time after such a date.
7. LIMITATION OF LIABILITY: In No Event Shall ZOLL Medical UK Be Liable For Indirect, Special, Or Consequential Damages Resulting From ZOLL Medical Corporation's Performance Or Failure To Perform, Pursuant To The Contract, Or The Furnishing, Performance, Or Use Of Any Equipment Or Software Sold Hereto, Whether Due To A Breach Of Contract, Breach Of Warranty, The Negligence Of ZOLL Medical UK, Or Otherwise.
8. PATENT INDEMNITY: ZOLL Medical UK shall, at its own expense defend any suit that may be instituted against the Customer for alleged infringement of any patents or copyrights related to the parts of the equipment or the Software manufactured by ZOLL Medical UK, provided that (i) such alleged infringement consists only in the use of such equipment or the Software by itself and not as a part of or in combination with any other devices or parts (ii) the Customer gives ZOLL Medical UK immediate notice in writing of any such suit and permits ZOLL Medical UK, through counsel of its own choice, to answer the charge of infringement and defend such suit, and (iii) the Customer gives ZOLL Medical UK all requested information, assistance and authority, at ZOLL Medical UK's expense, to enable ZOLL Medical UK to defend such a suit.  
In the case of a final award of damages for infringement in any such suit, ZOLL Medical UK will pay such award, but shall not be responsible for any settlement made without its written consent.  
Section 9 states ZOLL Medical UK's total responsibility and liability, and the Customer's sole remedy for any actual or alleged infringement of any patent by the equipment or the Software, or any part thereof provided herein. In no event shall ZOLL Medical UK be liable for any indirect, special or consequential damages resulting from any such infringement.
9. CLAIMS FOR SHORTAGE: Each shipment of equipment shall be promptly examined by the Customer upon receipt thereof. The Customer shall inform ZOLL Medical UK of any shortage in any shipment within ten (10) days of receipt of equipment, if no such shortage is reported within the ten (10) day period, the shipment shall be conclusively deemed to have been complete.
10. ASSIGNMENT: This Contract, may not be assigned by the Customer without the prior written consent of ZOLL Medical UK and any assignment without such consent shall be null and void.
11. Carriage Charge: All orders shall be subject to a carriage charge of £9.95 for orders under £500 within the UK. Orders over £500 will be charged £19.90. Deliveries to the Republic of Ireland & Europe are subject to the relevant delivery charges plus export packaging and handling..
12. Electrode Life : All electrodes are guaranteed to have a minimum of nine months shelf life from the date of dispatch with the exception of Biphasic electrodes and Paediatric MFE's which are guaranteed to have a minimum of six months shelf life from the date of dispatch.
13. Ultimate: End User –  
It is the policy of ZOLL to comply with all U.S. Export regulations that apply to the sale of its products. ZOLL's policy in this regard is available upon request. In addition, many of ZOLL's products require regulatory approval prior to the sale and marketing of the products in most countries. It is the policy of ZOLL not to sell or market products in countries where such regulatory approval has not been properly received. ZOLL requires its business partners (customers, distributors and other third parties) to comply with this policy as well.
14. Any lease costs shown are for indicative purposes only, and are subject to formal credit and residual investment approval, and any fluctuation in interest rates and are subject to documentation.
15. Trade-ins - Any trade in allowance included is on a one-for-one basis and is conditional upon the customer returning to ZOLL UK Ltd each traded-in device within 3 months of the new product being delivered to the customer, against which the trade-in has been made. Failure to do so within the above-mentioned time period will result in ZOLL invoicing the customer for the amount of the trade-in allowance plus VAT at the prevailing rate.

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