1. ACCEPTANCE. This Quotation constitutes an offer by ZOLL Medical Canada Inc., a subsidiary of ZOLL Medical Corporation, to sell to the Customer the equipment (including a sublicense to use certain software) listed in the Quotation and described in the specifications attached hereto and referred to or referred to in this Quotation (hereinafter referred to as Equipment). Any acceptance of such offer is expressly limited to the terms and conditions hereof. All sales of Equipment are made hereunder on the basis of ZOLL Medical Canada Inc.'s performance or failure to perform pursuant to this Quotation or the Contract or the furnishing, performance, or use of any equipment or software sold herewith, except as expressly stated herein, and that any and all conditions, warranties or representations expressed or implied pursuant to the Sale of Goods Act (Ontario) or similar legislation in Ontario or in any other jurisdiction do not apply to software included as part of the Equipment.

4. CREDIT APPROVAL. Each shipment of Equipment shall be promptly examined by the Customer upon receipt thereof. The Customer shall inform ZOLL Medical Canada Inc. of any shortage in any shipment within ten (10) days of receipt of Equipment. If no such shortage is reported within ten (10) days, the shipment shall be conclusively deemed to have been complete.

14. COMPLIANCE WITH LAWS. (a) The Customer shall at all times be subject to the approval of ZOLL Medical Canada Inc. in order to use or have access to the Software. The Software is copyrighted and protected under United States copyright laws. The Customer may not reproduce, copy, modify, translate or adapt the Software, and hereby waives any right to any patent by the Equipment or the Software or any part thereof provided hereunder. In no event shall ZOLL Medical Corporation or ZOLL Medical Canada Inc. be liable for any indirect, special, or consequential damages resulting from any such infringement.

10. PATENT INDEMNITY. ZOLL Medical Corporation shall at its own expense defend any suit that may be instituted against the Customer for alleged infringement of any United States patents or copyrights related to the parts of the Equipment or the Software manufactured by ZOLL Medical Corporation, provided (i) such alleged infringement is the result of the use of the Equipment or the Software by the Customer and not as a part of or in combination with any other devices or parts, (ii) the customer gives ZOLL Medical Corporation immediate notice in writing of any such suit and permits ZOLL Medical Corporation through counsel of its choice, to answer the charge of infringement and defend such suit, and (iii) the customer agrees to reimburse ZOLL Medical Corporation for all loss, cost, expense, and liability which ZOLL Medical Corporation may thereby sustain or incur in connection with the defense of such suit.

12. RETURNS AND CANCELLATION. (a) Customer may not return or cancel the Equipment or Software sold herewith except as herein provided. (b) The Customer may not resell, resublet, or assign any portion of the Equipment or Software sold hereunder to any third party without the written consent of ZOLL Medical Canada Inc. (c) Returns or exchanges of Equipment or Software sold hereunder shall be subject to ZOLL Medical Canada Inc.'s approval. (d) The Customer shall not return any Equipment or Software sold hereunder to ZOLL Medical Canada Inc. unless made in writing and signed by a duly authorized representative of ZOLL Medical Canada Inc.

9. LIMITATIONS OF LIABILITY. IN NO EVENT SHALL ZOLL MEDICAL CANADA INC. BE LIABLE FOR ANY LOSS OR DAMAGE TO PERSONS OR PROPERTY, WHETHER SAID LOSS OR DAMAGE RESULTS FROM ZOLL MEDICAL CANADA INC.'S PERFORMANCE OR FAILURE TO PERFORM PURSUANT TO THIS QUOTATION OR THE CONTRACT OR THE FURNISHING, PERFORMANCE, OR USE OF ANY EQUIPMENT OR SOFTWARE SOLD HEREBY EXCEPT AS EXPRESSLY LIMITING SUCH LIABILITY, FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ZOLL MEDICAL CANADA INC.'S NEGLIGENCE OR OTHERWISE.

15. NON-WAIVER OF DEFAULT. In the event of any default by the Customer, ZOLL Medical Canada Inc. may decline to make further shipments without in any way affecting the rights under such order. If, despite any default by the Customer, ZOLL Medical Canada Inc. elects to continue to make shipments its action shall not constitute a waiver of any default by the Customer or in any way affect ZOLL Medical Canada Inc.'s legal remedies regarding any such default. No claim or right arising out of a breach of the Agreement by the Customer can be discharged in whole or in part by waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by ZOLL Medical Canada Inc.

16. ASSIGNMENT. This Quotation, and the Contract, may not be assigned by the Customer without the prior written consent of ZOLL Medical Canada Inc., and any assignment without such consent shall be null and void.

17. TITLE TO PRODUCTS. Subject to Section 7, title to and right of possession of the products sold hereunder shall remain with ZOLL Medical Canada Inc. until ZOLL Medical Canada Inc. delivers the Equipment to the carrier and Customer agrees to do all acts necessary to perfect and maintain such right in ZOLL Medical Canada Inc. Failure of the Customer to pay the purchase price for any product when due shall give ZOLL Medical Canada Inc. the right, without liability, to repossess the Equipment, with or without notice, and to avail itself of any remedy provided by law.

18. VALIDITY OF QUOTATION. This Quotation shall be valid and subject to acceptance by the Customer. In accordance with the terms of Section 1 hereof for the period set forth on the face hereof. After such period, the acceptance of this Quotation shall not be binding upon ZOLL Medical Canada Inc. and shall not create a contract, unless such acceptance is acknowledged and accepted by ZOLL Medical Canada Inc. by a writing signed by an authorized representative of ZOLL Medical Canada Inc.

19. GENERAL. This constitutes the entire agreement between Customer and ZOLL Medical Canada Inc. In no event shall any representations or statements contained herein be binding upon ZOLL Medical Canada Inc. as a warranty or otherwise. Acceptance or acquiescence in the course of performance rendered pursuant to this Agreement shall not be construed as a modification of any terms and conditions hereof. The Customer is made aware that ZOLL Medical Canada Inc. has no right or interest therein except as expressly provided herein. ZOLL Medical Canada Inc. represents that all goods and services described in this Quotation are free from defects in material and workmanship under normal use and service for the period noted on the reverse side. ZOLL Medical Canada Inc. warrants for ninety (90) days from the date of shipment. During such period ZOLL Medical Canada Inc. will at no charge to the Customer either repair or replace (at ZOLL Medical Canada Inc.'s sole option) any part of the Equipment found by ZOLL Medical Canada Inc. to be defective in material or workmanship. If ZOLL Medical Canada Inc. determines that the Equipmen is not defective in material or workmanship, ZOLL Medical Canada Inc. will charge the Customer for the cost of repair or replacement.

7. SOFTWARE LICENSE. (a) The Customer agrees to purchase the Equipment with any associated or complementary equipment (including software embodied in read-only memory known as “firmware”). (e) The foregoing warranty does not apply to software included as part of the Equipment or any replacement software provided by ZOLL Medical Canada Inc. to the Customer. The Customer understands that the Software is a complex and sophisticated product and no assurance can be given that operation of the Software will be uninterrupted or error-free. The Customer also acknowledges that ZOLL Medical Canada Inc. makes no representations or warranties as to the merchantability or fitness for any purpose of the Software, whether express or implied by law or otherwise.

11. CLAIMS FOR SHORTAGE. Each shipment of Equipment shall be examined by the Customer upon receipt thereof. The Customer shall inform ZOLL Medical Canada Inc. of any shortage in any shipment within ten (10) days of receipt of Equipment. If no such shortage is reported within ten (10) days, the shipment shall be conclusively deemed to have been complete.

5. TAXES. ZOLL Medical Canada Inc. shall be exempt from all levies and taxes for the Equipment sold hereunder. Any liability for sales taxes levied on the Equipment or any components or accessories included in the Equipment and not specifically excluded in the Quotation shall be paid by the Customer. The Customer shall provide any necessary information in a timely manner. In the event of any such delay, the date of shipment or performance hereunder shall be extended to the period equal to the time lost by reason of such delay. In the event of any such delay ZOLL Medical Canada Inc. may allocate available Equipment among its Customers on any reasonable and equitable basis. The dates delivered in this Quotation are approximate only and ZOLL Medical Canada Inc. shall not be liable for, nor shall the Contract be breached by, any delivery by ZOLL Medical Canada Inc. within a reasonable time after such dates.

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