



completed. Customer equipment serial numbers to be determined. Equipment not returned within 30 days of delivery and in-servicing of new equipment, Edwards Lifesciences reserves the right to invoice discounted amount (Unit Price - Adjusted Price)

Total Protection Program Highlights- ALTA360 Protection Service includes model numbers ALTASR1/ALTACR1, HEMPSC100, EVHRS, HEMPC2K, HEMFSM10, HEMA70CC2, HEMOXSC100, HEMOXCR1000.

- Failure of associated models listed above will be replaced at no charge\*
- Includes software updates and technology expansion upgrades to the equipment's software
- Covers physical and liquid damage to the equipment (limited)
- Guaranteed next day replacement of covered equipment
- All parts, labor and shipping costs covered
- 24/7/365 technical and product support

Base warranty upgraded to Total Protection at no additional cost (renewals excluded).

### Service 360 Program Highlights

ALTA360 Program Highlights

- Failure of associated models listed in the ALTA bundles below will be replaced at no charge \*
- Includes software updates and technology expansion upgrades to the equipment's software
- Covers physical and liquid damage to the equipment (limited)
- Guaranteed next day replacement of covered equipment
- All parts, labor and shipping costs covered
- 24/7/365 technical and product support
- Preventative Maintenance service as specified in the Operations Manual for each ClearSight subsystem pump that has reached its lifetime expiration under Covered Equipment
- Base warranty upgraded to Total Protection at no additional cost (renewals excluded)

\*ALTA Smart Recovery Bundle

ALTA360 Protection Service includes model numbers ALTAALL1B, HEMPSC100, EVHRS, HEMAPSC200, and HEMPC2K.

\*ALTA Cardiac Bundle

ALTA360 Protection Service includes model numbers ALTACR1, HEMPSC100, HEMFSM10, HEMA70CC2, HEMOXSC100, and HEMAPSC200.

\*ALTA All-in-One Bundle

ALTA360 Protection Service includes model numbers ALTAALL1B, HEMPSC100, EVHRS, HEMPC2K, HEMFSM10, HEMA70CC2, HEMOXSC100, and HEMAPSC200.

By issuing a Purchase Order paying for the equipment, software, or service by this Quote, or using such equipment or service, Customer acknowledges and agrees to the Capital Equipment Terms and Conditions as executed between the San Bernardino County on behalf of Arrowhead Regional Medical Center and Edwards Lifesciences LLC.

Please scan and email all purchase orders directly to: [Capital\\_Care@Edwards.com](mailto:Capital_Care@Edwards.com)

This Quote and associated Agreements ("Agreements") may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same. The parties shall be entitled to sign and transmit an electronic signature of this Quote (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Quote upon request.

### EDWARDS WARRANTY INFORMATION.

- Edwards Lifesciences ("Edwards") warrants that the equipment set forth in this quote ("Equipment") is fit for the purposes and indications described in the labeling for a period of one (1) year from the date of purchase when used in accordance with the directions for use. Unless equipment is used in accordance with such instructions, this warranty is void and of no effect. No other express or implied warranty exists, including any warranty of merchantability or fitness for a particular purpose. This warranty does not include cables, probes, or optical modules used with the Equipment. Edwards' sole obligation and purchaser's exclusive remedy for breach of any warranty shall be limited to repair or replacement of the

Equipment at Edwards' option. Edwards shall not be liable for proximate, incidental, or consequential damages. Edwards shall not be obligated under this warranty to repair or replace a damaged or malfunctioning Equipment if such damage or malfunction is caused by the customer's use of catheters other than those manufactured by Edwards.

- 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 the products 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 any product; (6) computer viruses and other changes to the operating system or environment which adversely affect the applicable product; (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.

#### DISPOSABLE PRODUCTS

- Purchaser agrees to use only Edwards disposable products with Equipment. Edwards can make no guarantee to the accuracy and validity of the parameters displayed by any monitor contained in our Equipment when used with the sensors, finger cuffs or catheters other than Edwards disposable products. Use of non-approved sensors, finger cuffs or catheters will void the Edwards product warranty and shall have the effect of immediately terminating this Agreement. If Purchaser uses any sensors, finger cuffs or catheters that are not genuine Edwards products in connection with Edwards HemoSphere Platform, Edwards EV1000 clinical platform, Edwards Vigileo monitor, Edwards NI ClearSight platform, Edwards ForeSight Monitor, or Edwards Vigilance II monitor then Purchaser will indemnify, defend and hold harmless Edwards, its affiliates, shareholders, directors, officers, employees, successors, and assigns from and against all claims, liabilities, losses, damages, liabilities costs and expenses (including reasonable attorney fees and expenses and court costs) arising from or related to any actual or alleged death or bodily injury to any individual arising from or related to the use of such third party product

#### SOFTWARE UPDATES.

- During the term, updates to the Equipment's software may become available from time to time. Purchaser agrees that Edwards shall have the right to access the Equipment upon reasonable prior notice to install any and all such updates. If Purchaser does not permit Edwards to update the software in a timely fashion, Edwards may void the Equipment's warranty and/or terminate this agreement.

