

## **ZOLL Medical Corporation**

### **ExpertCare Service Plan Terms and Conditions**

The customer ("Customer") listed on the purchase order (the "Order") has agreed to purchase the ExpertCare Service Plan described on the Order (the "Service Plan"). Depending upon the Service Plan being purchased by the Customer, Extended Warranty and/or Preventive Maintenance services may be included. Only the provisions in these Terms and Conditions that relate to the particular Service Plan being purchased by Customer will apply to the Customer. The Customer will be invoiced the price of the Service Plan upon ZOLL's receipt of a quote with an authorized signature from the Customer, the Order, or a credit card number.

**Extended Warranty Terms and Conditions.** The following provisions apply to purchases of Service Plans that include an Extended Warranty ("EW") plan.

1. The EW expands the term of ZOLL's standard warranty ("Factory Warranty") with the services and/or number of years selected by the Customer. EW coverage commences upon the expiration of the Factory Warranty, and is subject to the terms and conditions contained in the original Factory Warranty documentation. The EW does not apply to accessories.

2. The EW is not transferrable and cannot be cancelled. However, if the Customer replaces equipment covered by an EW with new ZOLL equipment ("New Equipment") then, upon Customer's request, the remaining time under the EW will be transferred to the New Equipment at the end of the New Equipment's Factory Warranty. All requests to transfer the remaining balance of an EW must be submitted in writing to the ZOLL Service Contracts department (ServiceContractsAdmin@zoll.com) within 60 days of the date of shipment of the New Equipment. Failure to submit the EW transfer request will result in the forfeiture of the remaining EW.

3. If the Customer has a claim under an EW, Customer must call the ZOLL Help Desk to arrange for a Return Authorization in advance of sending the unit for evaluation by the ZOLL Service Depot.

4. All repairs are performed at a ZOLL Service Depot. If a unit needs to be repaired, upon the Customer's request, a loaner will be provided free of charge pursuant to ZOLL's Loaner Policy.

5. If no claims are made under the EW during the EW period, the purchase price of the EW is not refundable.

**Preventive Maintenance Terms and Conditions.** The following provisions apply to purchases of Service Plans that include Preventive Maintenance ("PM").

1. PM Service Plans are not transferrable and cannot be cancelled. However, if the Customer replaces equipment with New Equipment then, upon Customer's request, the remaining time under the PM will be transferred to the New Equipment. All requests to transfer the remaining balance of PM must be submitted in writing to the ZOLL Service Contracts department (ServiceContractsAdmin@zoll.com) within 60 days of the date of shipment of new equipment. Failure to submit the PM transfer request will result in the forfeiture of the remaining PM and no monies will be refunded to the customer.

2. Any PM that remains unused as of the end of a one-year PM contract will be forfeited and no monies will be refunded to the Customer. Any PMs that remain unused as of the end of the initial year of a multi-year PM contract will automatically roll over into the next year of the PM contract. Any PMs that remain unused as of the end of the second and subsequent years of the PM contract will be forfeited, and no monies will be refunded to the Customer.

3. It is the Customer's responsibility to ensure (i) devices covered by the PM contract are available for Preventative Maintenance at the scheduled times; (ii) its devices are operated and stored in accordance with the user manuals for such equipment; and (iii) PM is performed annually to maintain superior performance.

4. If ZOLL determines during the course of performing PM that a repair is required and the device is not covered under ZOLL warranty, ZOLL will request Customer authorization in order to repair the device. Customer is responsible for all costs associated with repairing the device at ZOLL's then-prevailing rates. Customer has 10 days after receipt of a quotation to approve or decline a repair. In the event the Customer does not respond within such 10-day period or declines the repair, Customer will pay a Minimum Service Charge, plus shipping and handling. The device will be returned to Customer unrepaired, uncertified, and labeled as "Not for Clinical Use."