



INDEMNIFICATION

Philips Medical Systems Australasia Pty. Limited. (“Philips”) shall, indemnify, hold harmless, and at its option defend or settle, any claims or actions for injury or damages to persons or tangible property brought against any person or entity who purchases, rents or leases an Automated External Defibrillator manufactured by Philips (“device”) from Philips, or one of its authorized distributors, or uses such device, if and in so far as: (1) such claim or action arises from the mechanical or electrical failure or malfunction of the device; and (2) a data card was used to record the event which is the subject of the claim (for those devices which use datacards only); and (3) such injury or damages are attributable to Philips under applicable law; and (4) such claim or action did not result from the negligence, gross negligence or improper acts of any person or entity not employed by or under the control of Philips.

This indemnification does not extend to or cover any claims involving: a device not kept in proper working order; the use of non-Philips or out-of-date pads, batteries or data cards; the operation of a device by a person without authorization or training, or either medical direction or supervision; or the failure to follow the operating instructions, or any claim for consequential loss or damages brought by any person or entity covered by this indemnification.

This indemnification is expressly contingent on the person(s) or entity(ies) claiming indemnification promptly providing Philips with: (a) notice of any such claim or action after obtaining actual knowledge thereof; and (b) accurate and complete assistance and information, including the data card (where applicable) and the device containing the record of the event which is the subject of the claim; and (c) the unrestricted authority to defend or settle such claim or action, provided, however, that the person or entity seeking indemnification shall have the right to participate at its own expense in any such defense or settlement.

This indemnity is in addition to the rights a consumer in Australia has under the Trade Practices Act 1974 or other relevant State legislation and the rights a purchaser in New Zealand has under the Sale of Goods Act 1908 or that a New Zealand consumer may have under the Consumer Guarantees Act 1992 or that a purchaser or consumer may have under any other relevant legislation. Nothing in this indemnity limits or restricts any other statutory right or remedy available to any person.