



GE HEALTHCARE ASEAN SERVICE SHOP

TERMS & CONDITIONS FOR SALE OF ACCESSORIES, SUPPLIES & SPARE PARTS

SALES TO DEALERS

1. ONLINE PURCHASES

- 1.1 These GE Healthcare Service Shop Terms and Conditions of Sale for Accessories & Supplies (“**these Terms**”) apply to Your purchase of GE Healthcare and Non-GE Healthcare accessories and supplies (collectively referred to as ‘**Products**’ and separately as “**a Product**”) from Us through the GE Healthcare ASEAN Service Shop Website (“**this Website**”). In these Terms and Conditions of Sale, the terms “We”, “Us” and “Our” refer to the GE Healthcare selling entity from which online purchases of the Products are made on this Website and the terms “You” and “Your” refer to the purchaser, which is our existing authorized dealer. Your use of and interactions with Us through this Website is governed additionally by the “Website Terms and Conditions of Use” and Our Privacy Policy available at the bottom of this Website.
- 1.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED ANYWHERE ELSE IN THESE TERMS, YOUR PURCHASE OF THE PRODUCTS ON THIS WEBSITE WILL BE GOVERNED BY ALL OF THESE TERMS ONLY IF YOU DO NOT HAVE A VALID EXISTING PURCHASING AGREEMENT WITH US. IF YOU HAVE AN EXISTING PURCHASING AGREEMENT WITH US, YOUR PURCHASE OF THE PRODUCTS WILL BE GOVERNED BY TERMS OF SUCH PURCHASING AGREEMENT (EXCEPT FOR ARTICLE 2)
- 1.3 To be eligible to purchase the Products on these Website, You must have been authorized by Us to access this Website using login credentials provided by Us. By placing an order on this Website (‘**Order**’), You agree that:
- You are eligible to purchase Products on this Website; and
 - You will not resell or distribute the Products purchased on this Website or any samples thereof, unless you are our existing authorized dealer or channel partner and the dealership agreement with Us permits the same.
- 1.4 Our acceptance of Your Order is expressly made conditional on Your assent to all of these Terms. These Terms are the complete and exclusive statement of the terms of the arrangement between the parties regarding its subject matter and no prior proposals, statements, course of dealing or usage of the trade will be part of the contract for the Order, except if you have a valid purchasing agreement or dealer agreement with Us, which shall apply to the extent provided under Article 1.2 above. For the avoidance of doubt, any additional terms and conditions stated in Your purchase order or trade terms will not be deemed to be incorporated as a part of these Terms, nor override these Terms.

2 ORDERS

- 2.1 As soon as You place the Order You are considered to have confirmed the contents and conditions of the Order, the prices, characteristics, quantities and estimated delivery deadlines for the ordered Products. The Order specifications cannot be modified after this point. You may upload a copy of Your company’s purchase order for reference purposes when making the Order through this Website; however, in event of conflict or inconsistency between Your Order placed on this Website and Your company’s purchase order, Your Order placed on this Website will prevail to the extent of such conflict or inconsistency.
- 2.2 All Orders are subject to: (1) Our on-going credit review and approval; and (2) Our on-going determination that You and the proposed Order are in compliance with all applicable laws and regulations as well as GE compliance policies, including but not limited to export/import control, and anti-money laundering laws and regulations, as applicable. If We determine in good faith at any time that there are credit and/or compliance issues with the Order that have not been satisfactorily addressed, We may, without liability to You or any party cancel the Order forthwith upon written notice to You and charge You a CANCELLATION CHARGE of 15% of the total price of the Product Ordered.
- 2.3 While attempts are made to update the inventory list on this Website on a frequent basis, please note that this Website does not display real-time inventory. Placing an Order on our Website does not guarantee the Product is in-stock.
- 2.4 If the Product is out of stock or on back order or We are unable to cater to Your Order, We will, within seven (7) calendar days of Your Order placement, notify You by email of the same and recommend an alternative compatible product for Your purchase or allow a cancellation of the Order at no charge to You.
- 2.5 If within seven (7) calendar days of Your Order placement, We do not decline your Order in writing the same will be deemed to be confirmed by Us (“**Order Confirmation**”). We shall have the right to withdraw/revise Our Order Confirmation if there are any changes in any applicable laws, rules or regulations that have an impact on Our Order Confirmation.

3 PRICES

- 3.3 Prices are subject to change without notice.
- 3.2 Prices indicated beside the Products are exclusive of applicable handling charges and taxes on Products and applicable handling charges. The final Product price displayed at checkout when You confirm the Order includes all applicable handling charges and taxes. Unless You request otherwise, Our standard handling arrangements and charges apply.
- 3.3 Additional charges may apply if You request for priority transportation. Our Service Representative will contact You to confirm the priority arrangements and applicable additional charges.

4 PAYMENT

- 4.1 You shall make payments for the Order in accordance with payment terms set out in: (a) Your purchasing agreement with Us if you have a purchasing agreement with us; or (b) Your dealer agreement with Us, if You do not have a purchasing agreement with Us.
- 4.2 Unless otherwise agreed in writing, You shall make payment to Us in full, without any set-off or deduction in accordance with clause 4.1, in the currency invoiced.
- 4.3 In the event of late payment, in addition to other remedies available to Us, We reserve the rights to: (a) suspend deliveries and/or cancel any of Our outstanding obligations; and (b) charge interest at the lower of: (i) an annual rate equal to twenty four per cent (24%) per annum; and (ii) any applicable maximum statutory rate, on all unpaid amounts calculated on a day to day basis until the actual date of payment.

5 CHANGES AND RETURNS

- 5.1 Changes
- a) We reserve the right to add new products, remove Products or change their appearance, design or specifications or price at any time without any prior notice. In the absence of an error, the information on the Products and prices applicable to the Order will be those appearing on this Website at the time You confirm the Order. Other disclaimers under the Website Terms and Conditions of Use apply.
- b) Products may only be returned with Our prior written consent, subject to conditions as We may specify.

5.2 Returns

Defective Products marked or identified upfront as Returnable or Repairable items shall belong to Us and must be returned to Us promptly upon discovery of the Defect, failing which You will be liable for the full value of the Returnable or Repairable item, as determined by Us.

6 USE OF PRODUCTS

- 6.1 You acknowledge that the Products are or may be subject to regulation by the U.S. Food and Drug Administration and any other regulation that may be applicable in the countries where the end-users of the Products are located. You agree not to use or permit the Products to be used in any manner that does not comply with any and all such applicable regulations. Further, You represent that You will re-sell the Products to end-users who intend to use the Products for diagnostic purposes only and that You do not intend to re-sell the Products to any other party for any other purposes. Any warranty granted by Us for the Products shall be deemed void if any Products covered by such warranty are used for any purpose not permitted hereunder.
- 6.2 You will use the Products only for clinical diagnostic purposes in the diagnosis or treatment of a disease or conditions, and not for any recreational, entertainment or amusement purposes. We will not deliver, install, service or provide training on use of the Products if We discover the Products have been or are intended to be used for any non-clinical purpose.

7. DELIVERY AND DELAYS IN PERFORMANCE

7.1 Delivery terms:

- a) Delivery Incoterms for this Order shall be as set out in: (i) Your purchasing agreement with Us if you have a purchasing agreement with us; or (ii) Your dealer agreement with Us, if You do not have a purchasing agreement with Us.
- b) Partial deliveries and related invoicing shall be permitted on mutual agreement.

- 7.2 Delivery dates are approximate. We are not liable for delays in performance or delivery due to a cause beyond Our reasonable control. These causes include, without limitation, any delay of sources to supply materials and Products, delay by the transporter, government policies and labor or transportation problems. If such a delay occurs, We may extend the performance or delivery date for a period of time equal to the delay. In no event shall We be liable for consequential liquidated or special damages on account of delay due to such causes. Time for delivery shall not be of the essence of the contract.

- 7.3 Unless specified in Your purchasing agreement with Us or Your dealer agreement with Us (as applicable), You will be responsible for evaluating and preparing the site where the Products will be installed in accordance with Our instructions. Installation will not begin unless such responsibilities are completed.
- 7.4 Unless You notify Us in writing within five (5) working days of delivery of any short delivery or defects reasonably discoverable on careful examination, You are deemed to have accepted the Products. If You notify Us within the above timeframe and We accept liability for such short delivery or we ascertain that defects occurred prior to Product risk transfer to You, Our sole obligation shall be, at Our option, to replace or repair any defective Products or refund the purchase price of any undelivered Products. You shall fully cooperate with Us on any inquiry or investigation We may make into Your claim under this Article 6.4.
- 7.5 If You fail to schedule a delivery date with Us within 6 months after order placement, We may, at our option, cancel Your order upon written notice to You and You will be responsible for a CANCELLATION CHARGE of 15% of the total price of the Product Ordered.

8. RISK AND TITLE

- 8.1 Title and ownership to each Product will remain with us until You have paid us the total purchase price for the Product. In the case of non-payment by You, We may, without prejudice and in addition to any rights We have under Article 4.3, enter Your premises to take back all or parts of the Products and dispose of these at Our sole discretion with a view of mitigating the consequences of the non-payment by You (for the avoidance of doubt, all depreciation, de-installation and other costs will be borne by You). For the avoidance of doubt, a Product does not form part of any of Your property, whether as a fixture or otherwise until the total purchase price for the Product has been paid in full by You to Us.
- 8.2 Risk of damage to or loss of the Product will pass to You upon delivery of the Product to You at the designated point of delivery.
- 8.3 Title to or other ownership interest in any software licensed to You under these Terms will remain with Us at all times.

9. GENERAL WARRANTY

- 9.1 Warranties for all Products supplied by Us to You under these Terms are set forth in the warranty card set out in Schedule A.
- 9.2 To the maximum extent permitted by law, We hereby expressly disclaim, and You hereby expressly waive, any warranty regarding results obtained through the use of the Products, including without limitation any claim of inaccurate, invalid, or incomplete results. All other warranties, representations, terms and conditions (statutory, express, implied or otherwise) as to quality, condition, description, merchantability or fitness for purpose are hereby expressly excluded.

10. LIMITATION OF LIABILITY

- 10.1 To the extent permitted by law and notwithstanding any provision to the contrary in these Terms, if We breach any warranties in these Terms or a term or condition is implied by the applicable legislation which may not be excluded, restricted or modified by agreement, then Our liability for any breach of such an implied warranty is limited to either, at Our option: (i) repair or replacement of (with new or refurbished products) the non-conforming Product; (ii) payment for the repair or replacement of the non-conforming Product; or (iii) refund of the cost paid for the non-conforming Product.
- 10.2 Subject to this clause 9, and to the extent permitted by law, Our total liability and Your exclusive remedy for any and all claims arising out of or related to Your purchase, installation, use or inability to use any Products purchased under these Terms will be limited to 100% of the price actually paid by You to Us for the Product which is the basis for the claim.
- 10.3 To the extent permitted by law and notwithstanding any provision to the contrary in these Terms, neither party will be liable to the other party for: (a) any loss of profit, loss of revenue, loss of data, loss of use of the Products, loss of or damage to goodwill or reputation, loss of business opportunity, business interruption; or (b) any indirect, consequential, punitive, incidental, special or exemplary damages (arising directly or indirectly).

11. INTELLECTUAL PROPERTY

All intellectual property rights in the Products will at all times remain vested in Us or Our licensors.

12. END OF PRODUCT LIFE

The future availability of service support and spare parts for Our Products will be subject to our end of product life programs.

13. DEFAULT

We may suspend delivery of any the Product to You if: (i) You are in default under these Terms; (ii) You are or become (or We have reason to believe that You have or may become) insolvent or unable to pay Your debts when they fall due; or (iii) any change in those exercising effective control of you occurs. In any such event, We may require You to pay immediately obligations that are payable at a future date in respect of Products already delivered or performed.

14. SOFTWARE LICENSE

Unless a separate software license agreement has been concluded concerning the Software, you are hereby granted a non-exclusive license to use any software supplied with the Product solely in object code format and solely for its own internal business purposes subject to the terms contained herein. You shall not (i) use the Software for purposes other than those for which it was designed; (ii) use the Software in connection with other manufacturers' products unless such connectivity is authorized in the Product documentation; (iii) grant, assign, transfer, or otherwise make available to third parties any right whatsoever in the Software; (iv) disclose to third parties any information contained in the Software; (v) copy or reproduce the Software (except for one copy for back-up purposes or as may otherwise be permitted by applicable law); (vi) alter or modify the Software; or (vii) reverse engineer, decompile, disassemble or create any derivative works based upon the Software.

15. GENERAL MATTERS

- 15.1 These Terms will be governed by the laws of the territory in which the relevant GE Healthcare selling entity is located and the parties submit to the exclusive jurisdiction of the courts of such territory and any courts competent to hear appeals from those courts.
- 15.2 If any part of these Terms is in any way unenforceable, invalid or illegal, it is to be severed from these Terms without affecting the enforceability, validity or legality of the remaining clauses, which will continue in full force and effect.
- 15.3 Our rights and benefits (in whole or in part) under and in connection with these Terms may be assigned by Us, to any party, without Your consent. You may not assign the rights or benefits under these Terms without Our prior written consent.
- 15.4 We may hire a subcontractor or use Our related bodies corporate to perform any of Our obligations under these Terms, provided that We remain responsible for it.
- 15.5 Neither these Terms nor any part of it is to be construed against a party on the basis that the party or its advisers were responsible for its drafting.

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Schedule A

GE HEALTHCARE ASEAN SERVICE SHOP

WARRANTY CARD FOR ACCESSORIES, SUPPLIES & SPARE PARTS

SALES TO DEALERS

Covered Products

These warranties cover the following Products supplied by Us:

- Diagnostic imaging accessories and supplies
- Life Care Solutions accessories and supplies
- Diagnostic imaging Equipment parts
- Life Care Solutions Equipment parts

Excluded Products

These warranties do not cover the following products supplied by Us:

- Pre-owned equipment provided AS IS

Scope and Duration of Warranties

Product Warranties: We warrant to You that the Covered Products Ordered by You through the Service Shop Website will: (1) be free from defects in material, workmanship, and title, and (2) conform to Our published Covered Product specifications in effect on the date of shipment of the Covered Products. Our published Covered Product specifications are available on request.

Patent and Copyright Warranty: GEHC warrants to Customer that when they are delivered, the Covered Products will not be subject to any valid patent or copyright infringement claim.

Warranty Period: The warranty period for all Covered Products listed above, except the warranty of title and Patent and Copyright Warranty, is limited in time as shown in the Warranty Schedule below.

Warranty Schedule

90 days:

- Diagnostic imaging accessories and supplies
- Life Care Solutions accessories and supplies
- Equipment parts

The warranty period for any Covered Product or part furnished to Customer without a pro rata charge as a warranty remedy will be the remaining portion of the warranty period applicable to the repaired or replaced Covered Product.

Warranty Commencement: If We do not install the Covered Products, the warranty period begins on the date the Covered Products are delivered to You. However, if We or Our subcontractor installs the Products, the warranty period begins on the date of the end customer's acceptance of the Products. If such installation by Us or Our subcontractor is delayed for thirty days or more from the date of delivery of the Product to You for a reason beyond Our or Our subcontractor's reasonable control, the Product warranty period will begin on the thirtieth day after the date of such delivery

Warranty Exclusions

These warranties are exclusive and in lieu of all other warranties, whether written, oral, expressed, implied or statutory. EXCEPT AS PROVIDED HEREIN, NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SYSTEM INTEGRATION AND DATA ACCURACY, WILL APPLY. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE DESCRIBED IN THIS DOCUMENT AND NO PRIOR STATEMENTS BY ANY OF GEHC REPRESENTATIVES SHALL MODIFY OR EXPAND THESE WARRANTIES.

To the extent permitted by law and notwithstanding any provision to the contrary in these Terms, if We breach any warranties in these Terms or a term or condition is implied by the applicable legislation which may not be excluded, restricted or modified by agreement, then Our liability for any breach of such an implied warranty is limited to either, at Our option: (i) repair or replacement of (with new or refurbished products) the non-conforming Product; (ii) payment for the repair or replacement of the non-conforming Product; or (iii) refund of the cost paid for the non-conforming Product.

The warranties do not cover:

- A. Any defect or deficiency (including failure to conform to Our published Covered Product specifications) which results, in whole or in part, from: (1) any improper storage, handling, use or maintenance of the Covered Products, or any alteration, extraordinary use, repair or service of the Covered Products, by anyone other than Us or Our contractors, (2) failure to follow any of Our or the Product manufacturer's written instructions or recommendations, (3) using or combining the Covered Products with any item or data except as specified in the Covered Product specifications or using or combining the Covered Products with any item or data that does not properly and unambiguously exchange data with the Covered Products in accordance with the Covered Products' specifications, unless approved by Us, (4) any of Your designs, specifications or instructions, (5) any failure to use the Covered Products in accordance with their specifications, including upper and lower date limits, and (6) any cause external to the Covered Products as furnished by Us or beyond Our reasonable control, including, but not limited to, power failure, failure to keep Your site clean and free of dust, sand and other particles or debris, and, for MR systems, failure of any water chiller system supplied by You;
- B. The Covered Product is installed outside the territory in which You are operating, as applicable;
- C. The Covered Product has not been used primarily for clinical purposes
- D. Product replacement which is, in Our judgment, solely for aesthetic reasons

Exclusive Warranty Remedies

Product Warranties: If You promptly notify Us of Your warranty claim and You promptly (but in no event later than xxx days after the breakdown) send the relevant Covered Product to Us makes the Covered Product available for service, We will, at Our option, either repair, adjust or replace (with new or refurbished replacement parts) the non-conforming Covered Product or parts of the Covered Product.. Defective Products marked or identified upfront as Repairable or Returnable items shall belong to Us and must be returned to Your local GE Healthcare Customer Service Center promptly, failing which You will be liable for the full value of the Repairable or Returnable item, as determined by Us.

Patent and Copyright Warranty: We will defend or settle any suit against You to the extent it is based on an infringement claim that would be a breach of the Patent and Copyright warranty, provided We receive prompt written notice of the claim, Your cooperation in its defense or settlement, and complete and exclusive control over its defense or settlement. If a court of competent jurisdiction renders a final judgment that the infringement claim is valid, We will pay all damages and costs awarded against You due to the breach. In addition, We will either obtain a license for You to continue using the infringing Covered Product, provide a non-infringing replacement, alter the Covered Product so that it is non-infringing, or remove the infringing Covered Product and refund the price (less reasonable depreciation) and any return transportation costs paid by You.

The remedies stated in this Warranty Schedule are Your sole and exclusive remedies in the event of a valid Warranty claim.