

GE Healthcare

# Natividad Picker 831PICKER1 Tube Replacement Quote

10/15/2012

**Heidi Riggerbach**

Radiology Director

Natividad Medical Center

1441 Constitution Blvd, Salinas, CA 93906



GE Healthcare

*GE Healthcare Confidential and Proprietary*

# GE Healthcare

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# GE Healthcare

## GE Healthcare Overview

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GE Healthcare provides transformational medical technologies and services as well as professional consulting services that are shaping a new age of patient care. We have been providing cutting-edge solutions to our clients for over 100 years. Our broad range of products, service and expertise in medical imaging and information technologies, medical diagnostics, patient monitoring systems, performance improvement, drug discovery, and biopharmaceutical manufacturing technologies is helping clinicians around the world re-imagine new ways to better diagnose, inform, monitor and treat cancer, heart disease, neurological diseases and other conditions earlier.

Our "healthymagination" vision for the future invites the world to join us on our journey as we continuously develop innovations focused on reducing costs, increasing access and improving quality and efficiency around the world. Headquartered in Chalfont St. Giles, United Kingdom, GE Healthcare is a \$17 billion unit of General Electric Company (NYSE: GE). Worldwide, GE Healthcare employs more than 46,000 people committed to serving healthcare professionals and their patients in more than 100 countries. For more information about GE Healthcare, visit our website at [www.gehealthcare.com](http://www.gehealthcare.com).



# OnDemand Service Quote

Quote Date: October 15, 2012

This quote expires 30 days from the Quote Date

Customer Name: Heidi Riggerbach

Customer Phone#: 831-772-7660

Equipment Location: 1441 Constitution Blvd, Salinas, CA

System ID: 831755PICKER1

**GE Healthcare**

General Electric Company  
<http://www.gehealthcare.com>

Sue Bynum

Director of Service  
[sue.bynum@ge.com](mailto:sue.bynum@ge.com)

Customer requests the following maintenance, repair and/or upgrade service, and/or replacement of certain parts, assemblies and accessories, to be performed by GE Healthcare are subject to the terms set forth on the pages of this order. Customer understands that all replaced parts, assemblies and accessories will become GE's property and will be removed by GE upon their replacement; **failure to provide GE with those replaced parts will result in an additional charge to the customer. Customer agrees to pay GE's charge for service in full, plus applicable tax, if any, within 30 days of receipt of GE's invoice.** Late payments will be subject to a later fee equal to 1% per month (or the amount allowed by law, whichever is less) on the outstanding amount. By signing, customer acknowledges receipt of a copy of this order.

**Job Description:**

*Replace noisy tube on Picker XR system, service dispatch # 0690054059*

Unless otherwise noted, quoted labor and travel are performed between the hours of 8 am - 5 pm, Mon - Fri (excluding holidays)

| Item#  | Description      | Quantity | Unit Price | Amount             |
|--|------------------|----------|------------|--------------------|
| 2266561  | XRAY TUBE        | 1.00     | \$9,950.00 | \$9,950.00         |
|  | XR Service Hours | 8.00     | \$283.00   | \$2,264.00         |
| <b>Sub-total</b>                                 |                  |          |            | <b>\$12,214.00</b> |
| <b>Grand Total</b><br>(Tax not included, if any) |                  |          |            | <b>\$12,214.00</b> |

**Missing Items & Repairs:**

Any components or sub components necessary to complete the installation will be communicated to Customer. These items are not part of this Service Order. Any repair parts or repair labor needed to bring the unit up to full operational condition during initial checkout or reinstallation in order to successfully complete this Service Order will be communicated to Customer for approval of additional expenditure prior to the repair being initiated. Component failures can occur due to stressing the equipment during reinstallation, re-calibration, system powerup/down, i.e. X-Ray tubes or circuit boards could fail which would be an "End of Life Cycle" type failure not covered by this Service Order.

**Customer Acceptance:**

Upon acceptance of this quote, customer must provide GEHC with a "hard copy" (printed or electronic) of the Purchase Order prior to the commencement of services outlined in this quotation. This requirement may be waived by the local Director of Service.

PO#: \_\_\_\_\_ Customer Name: \_\_\_\_\_ Customer Title: \_\_\_\_\_

PO \$ Amount: \_\_\_\_\_ Customer Signature: \_\_\_\_\_ Customer Phone#: \_\_\_\_\_



GE Healthcare

GE Healthcare Confidential and Proprietary

## GE Healthcare General Terms and Conditions

References herein to “Products” and “Services” mean the Products (including equipment and software) and Services identified on the applicable GE Healthcare Quotation (“Quotation”).

### 1. General Terms

1.1. **Confidentiality.** Each party will treat the terms of this Agreement and the other party's written, proprietary business information as confidential if marked as confidential or proprietary. Customer will treat GE Healthcare (and GE Healthcare's third party vendors') software and technical information as confidential information whether or not marked as confidential and shall not use or disclose to any third parties any such confidential information except as specifically permitted in this Agreement or as required by law (with reasonable prior notice to GE Healthcare). The receiving party shall have no obligations with respect to any information which (i) is or becomes within the public domain through no act of the receiving party in breach of this Agreement, (ii) was in the possession of the receiving party prior to its disclosure or transfer and the receiving party can so prove, (iii) is independently developed by the receiving party and the receiving party can so prove, or (iv) is received from another source without any restriction on use or disclosure.

1.2. **Governing Law.** The law of the state where the Product is installed or the Service is provided will govern this Agreement.

1.3. **Force Majeure.** Neither party is liable for delays or failures in performance (other than payment obligations) under this Agreement due to a cause beyond its reasonable control. In the event of such delay, the time for performance shall be extended as reasonably necessary to enable performance.

1.4. **Assignment; Use of Subcontractors.** Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that either party may transfer and assign this Agreement without the other party's consent to any person or entity (except to a GE Healthcare competitor) that is an affiliate of such party or that acquires substantially all of the stock or assets of such party's applicable business if any such assignees agree, in writing, to be bound by the terms of this Agreement. Subject to such limitation, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. GE Healthcare may hire subcontractors to perform work under this Agreement, provided that GE Healthcare will at all times remain responsible for the performance of its obligations and duties under this Agreement.

1.5. **Amendment; Waiver; Survival.** This Agreement may be amended only in writing signed by both parties. Any failure to enforce any provision of this Agreement is not a waiver of that provision or of either party's right to later enforce each and every provision. The terms of this Agreement that by their nature are intended to survive its expiration (such as the confidentiality provisions included herein) will continue in full force and effect after its expiration.

1.6. **Termination.** If either party materially breaches this Agreement and the other party seeks to terminate this Agreement for such breach, such other party shall notify the breaching party in writing, setting out the breach, and the breaching party will have sixty (60) days following receipt of such notice to remedy the breach. If the breaching party fails to remedy the breach during that period, the other party may terminate this Agreement by written notice to the breaching party. For the avoidance of doubt, this Agreement is not terminable for convenience and may only be terminated in accordance with this Agreement. If GE Healthcare determines in good faith at any time that there are legal or regulatory compliance and/or material credit issues with this Agreement, if any, GE Healthcare may terminate this Agreement (including warranty services hereunder) immediately upon written notice to Customer.

### 2. Compliance

2.1. **Generally.** This Agreement is subject to (i) GE Healthcare's on-going credit review and approval and (ii) GE Healthcare's on-going determination that Customer and this Agreement comply with all applicable laws and regulations, including those relating to workplace safety, FDA matters, Federal Healthcare Program Anti-kickback compliance, export/import control and money laundering prevention. CUSTOMER ACKNOWLEDGES THAT THE PRODUCTS ARE OR MAY BE SUBJECT TO REGULATION BY THE FDA AND OTHER FEDERAL OR STATE AGENCIES. CUSTOMER SHALL NOT USE OR PERMIT THE PRODUCTS TO BE USED IN ANY MANNER THAT DOES NOT COMPLY WITH APPLICABLE FDA OR OTHER REGULATIONS OR FOR ANY NON-MEDICAL, ENTERTAINMENT, OR AMUSEMENT PURPOSES. Further, Customer represents that it is purchasing the Products for its own use consistent with the terms of this Agreement and that it does not intend to re-sell the Products to any other party or to export the Products outside the country to which GE Healthcare delivers the Products.

2.2. **Cost Reporting.** Customer represents and warrants that it shall comply with (a) the applicable requirements of the Discount Statutory Exception, 42 U.S.C. 1320a-7b(b)(3)(A), and the Discount Safe Harbor, 42 C.F.R. § 1001.952(h), with respect to any discounts Customer may receive under this Agreement and (b) the Warranties Safe Harbor, 42 C.F.R. § 1001.952(g), with respect to any price reductions of an item (including a free item) which were obtained as part of a warranty under this Agreement. Customer agrees that, if Customer is required to report its costs on a cost report, then (i) the discount must be based on purchases of the same good bought within a fiscal year; (ii) Customer must claim the benefit in the fiscal year in which the discount is earned or in the following year; (iii) Customer must fully and accurately report the discount in the applicable cost report; and (iv) Customer must provide, upon request, certain information required to be provided to the Customer by GE Healthcare as a seller or offeror, as appropriate. If Customer is an individual or entity in whose name a claim or request for payment is submitted for the discounted items, the discount must be made at the time of the sale of the good; and the Customer must provide, upon request, certain information required to be provided to the Customer by GE Healthcare as a seller or offeror, as appropriate. GE Healthcare agrees to comply with the applicable requirements for sellers or offerors under the Discount Safe Harbor, as appropriate.

2.3. **Site Access Control and Network Security.** Customer shall be solely responsible for establishing and maintaining security, virus protection, backup and disaster recovery plans for any data, images, software or equipment. GE Healthcare's Services do not include recovery of lost data or



images. Customer shall comply with all applicable laws and regulations related to site access control.

2.4. Environmental Health and Safety. Customer shall provide and maintain a suitable, safe and hazard-free location and environment for the GE Healthcare Products and Services in material compliance with any written requirements provided by GE Healthcare, perform GE Healthcare recommended routine maintenance and operator adjustments, and ensure that any non-GE Healthcare provided Service is performed by, and GE Healthcare Products are used by, qualified personnel in accordance with applicable user documentation. GE Healthcare shall have no obligation to perform Services until Customer has complied with its obligations under this Section.

2.5. GE Healthcare-Supplied Parts. GE Healthcare can make no assurances that Product performance will not be affected by the use of non-GE Healthcare-supplied parts. In some instances, use of non-GE Healthcare-supplied parts may affect Product performance or functionality.

2.6. Training. Any Product training identified in the Quotation shall be in accordance with GE Healthcare's then-current training program offerings and terms. Unless otherwise stated in the catalog description, training must be completed within twelve (12) months after (i) the date of Product delivery for training purchased with Products and (ii) the start date for Services for training purchased with Services. If training is not completed within the applicable time period, GE Healthcare's obligation to provide the training will expire without refund.

2.7. Medical Diagnosis and Treatment. All clinical and medical treatment and diagnostic decisions are the responsibility of Customer and its professional healthcare providers.

### 3. Disputes; Liability; and Indemnity

3.1. Waiver of Jury Trial. EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING UNDER THIS AGREEMENT.

3.2. Limitation of Liability. GE HEALTHCARE'S (AND ITS REPRESENTATIVES') LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED: (A) FOR PRODUCTS OR SERVICES OTHER THAN SERVICES UNDER AN ANNUAL SERVICE CONTRACT, THE PRICE FOR THE PRODUCT OR SERVICE THAT IS THE BASIS FOR THE CLAIM; OR (B) FOR ANNUAL SERVICE CONTRACTS, THE ANNUAL CONTRACT PRICE FOR THE SERVICE THAT IS THE BASIS FOR THE CLAIM. NEITHER CUSTOMER NOR GE HEALTHCARE (NOR THEIR RESPECTIVE REPRESENTATIVES) SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT (OR OTHERWISE IN CONNECTION WITH THE PRODUCTS AND SERVICES) FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTE, EQUITY OR OTHERWISE. THE LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES SHALL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

3.3. IP Indemnification. GE Healthcare will defend, indemnify and hold harmless Customer from any third party claims for infringement of intellectual property rights arising from Customer's use of GE Healthcare manufactured equipment and/or GE Healthcare proprietary software listed in the Quotation in accordance with their specifications and within the license scope granted in this Agreement. If any such claim materially interferes with Customer's use of such equipment and/or software, GE Healthcare shall, at its option: (i) substitute functionally equivalent non-infringing products; (ii) modify the infringing Product so that it no longer infringes but remains functionally equivalent; (iii) obtain for Customer at GE Healthcare's expense the right to continue to use the infringing Product; or (iv) if the foregoing are not commercially reasonable, refund to Customer the purchase price, as depreciated (based on five (5) year straight-line depreciation), for the infringing Product. Any such claims arising from Customer's use of such infringing Product after GE Healthcare has notified Customer to discontinue use of such infringing Product and offered one of the remedies set forth in clauses (i) through (iv) above are the sole responsibility of Customer. This Section represents Customer's sole and exclusive remedy (and GE Healthcare's sole and exclusive liability) regarding any infringement claim associated with such infringing Product. The above indemnification obligation is conditional upon Customer providing GE Healthcare prompt written notice of the infringement claim after receiving notice of such claim, allowing GE Healthcare to control the defense of such claim, and reasonably cooperating with GE Healthcare in such defense. Notwithstanding any other provision in this Agreement, GE Healthcare shall not have any obligation to Customer hereunder for infringement claims based on or resulting from: (a) use of such infringing Product in combination with any computer software, tools, hardware, equipment, materials, or services, not furnished or authorized in writing for use by GE Healthcare; (b) use of such infringing Product in a manner or environment or for any purpose for which GE Healthcare did not design or license it, or in violation of GE Healthcare's use instructions; or (c) any modification of such infringing Product by Customer or any third party. GE Healthcare shall not be responsible for any compromise or settlement or claim made by Customer without GE Healthcare's written consent. This indemnification obligation is expressly limited to the GE Healthcare manufactured equipment and/or GE Healthcare proprietary software listed in the Quotation.

### 4. Payment and Finance

4.1. Generally. The payment and billing terms for the Product(s) and/or Service(s) are stated in the Quotation.

4.2. Affiliate Billing. If Customer's order includes Products manufactured by more than one GE Healthcare affiliated company, each affiliated company may invoice Customer separately for the portion of the total price under the Quotation attributable to its Products, under the same payment terms specified in the Quotation. There shall be no additional fees or charges to Customer for such separate invoicing.

4.3. Late Payment. Failure to make timely payment is a material breach of this Agreement, for which (in addition to other available remedies) GE Healthcare may suspend performance under any or all GE Healthcare agreements until all past due amounts are brought current. If GE Healthcare so suspends, GE Healthcare will not be responsible for the completion of planned maintenance due to be performed during the suspension period and any product downtime will not be included in the calculation of any uptime commitment. Interest shall accrue on past-due amounts at a rate equal to the lesser of one-and-one-half percent (1.5%) per month or the maximum rate permitted by applicable law. Customer will reimburse GE Healthcare for reasonable costs (including attorneys' fees) relating to collection of past due amounts. Any credits that may be due to Customer



under an agreement may be applied first to any outstanding balance. If Customer has a good faith dispute regarding payment for a particular Product (or subsystem thereof) or Service, such dispute shall not entitle Customer to withhold payment for any other Product (or subsystem thereof) or Service provided by GE Healthcare. GE Healthcare may revoke credit extended to Customer because of Customer's failure to pay for any Products or Services when due, and in such event all subsequent shipments and Services shall be paid for on receipt.

4.4. Taxes. Prices do not include sales, use, gross receipts, excise, valued-added, services, or any similar transaction or consumption taxes ("Taxes"). Customer shall be responsible for the payment of any such Taxes to GE Healthcare unless it otherwise timely provides GE Healthcare with a valid exemption certificate or direct pay permit. In the event GE Healthcare is assessed Taxes, interest or penalty by any taxing authority, Customer shall reimburse GE Healthcare for any such Taxes, including any interest or penalty assessed thereon. Each party is responsible for any personal property or real estate taxes on property that the party owns or leases, for franchise and privilege taxes on its business, and for taxes based on its net income or gross receipts.

## 5. Service

5.1. Service Warranties. GE Healthcare warrants that its services will be performed by trained individuals in a professional, workman-like manner. GE Healthcare will promptly re-perform any non-conforming services for no charge as long as Customer provides reasonably prompt written notice to GE Healthcare. The foregoing service remedies are Customer's sole and exclusive remedies (and GE Healthcare's sole and exclusive liabilities) for service warranty claims. These exclusive remedies shall not have failed of their essential purpose (as that term is used in the Uniform Commercial Code) as long as GE Healthcare remains willing to re-perform any non-conforming services for no charge, as applicable, within a commercially reasonable time after being notified of Customer's claim. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE WILL APPLY. GE Healthcare may use refurbished parts during service as long as it uses the same quality control procedures as for new parts. Any part for which GE Healthcare has supplied a replacement shall become GE Healthcare property.

5.2. Software License. GE Healthcare grants to Customer a non-exclusive, non-transferable license to use for internal business only the GE Healthcare software, third-party software and associated documentation provided hereunder by GE Healthcare to Customer, subject to the license scope and other restrictions set forth in this Service Agreement. Customer may permit its employees, agents and independent contractors to use the software and associated documentation consistent with this Service Agreement; provided, however, that Customer shall be responsible for any acts of its employees, agents and/or independent contractors which are inconsistent with this Service Agreement. Customer may only use any third-party software provided by GE Healthcare together with the GE Healthcare software and will comply with all third-party software license terms included in any click or shrink wrap license or of which GE Healthcare otherwise makes Customer aware. Without GE Healthcare's prior written consent, Customer may not: (i) copy, sublicense, distribute, rent, lease, loan, resell, modify or translate the software or create derivative works based thereon; (ii) directly or indirectly decompile, disassemble, reverse engineer or otherwise attempt to learn the source code, structure, algorithms or ideas underlying the software; (iii) provide service bureau, time share or subscription services based on the software; or (iv) remove, obscure or modify any markings, labels or any notice of the proprietary rights, including copyright, patent and trademark notices of GE Healthcare or its licensors. Customer may make one copy of the software solely for backup purposes. GE Healthcare and its licensors, as applicable, retain all ownership and intellectual property rights to the software and documentation. No license rights are granted (whether by implied license or otherwise), to Customer, except as specifically provided in this section.

5.3. Independent Contractor. GE Healthcare and Customer are independent contractors and nothing contained in this agreement is intended nor shall it be construed as creating a fiduciary relationship, partnership or joint venture between the parties, except as otherwise agreed in writing by the parties.

## 6. Parts/Accessories (if applicable)

6.1. Transportation, Title and Risk of Loss. Shipping terms are FOB Destination. Title and risk of loss to equipment passes to Customer upon delivery to Customer's designated delivery location. Software is licensed to Customer; no title to or other ownership interest in such software passes to Customer.

6.2. Delivery. When feasible, GE Healthcare reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. At the time of such delivery, Customer will pay GE Healthcare for any amounts due upon delivery. Delivery dates are approximate. For GE Healthcare software or documentation, delivery means the first to occur of: (i) communication to Customer through electronic means, that allows Customer to take possession of the first copy or product master, or (ii) delivery to Customer's designated delivery location.

6.3. Product Returns. Except as otherwise provided in any applicable Product return policy, and except for products shipped in error that are different from the Products listed in the Quotation, Customer shall not have any right to return Products for a refund after delivery.

6.4. Acceptance. Customer shall be deemed to have accepted a Product delivered by GE Healthcare under this Agreement upon delivery.

### 6.5. Warranty.

- Warranties for hardware and software accessories are set forth in GE Healthcare's applicable Warranty Statement.
- Warranties for OEM parts are as set forth by the OEM in the applicable parts package as provided by the OEM.
- Warranties for GE Healthcare Specialty Components (Tubes, Detectors, and Probes) are set forth in the applicable Specialty Component Warranty Statement.



- Warranties for GE Healthcare Parts (excluding Specialty Components) shall be as follows: Each new, used, or exchange (refurbished) part purchased from GE Healthcare will be free from defects in material, workmanship, and title, and will conform to GE Healthcare's published specifications for such part on the date of shipment of the part. Part specifications are available on request. The warranty period for the above remedies (except warranty of title) is one-hundred and twenty (120) days for new and exchange parts, and ninety (90) days for used parts. The warranty period shall begin on the day after either (a) the part is installed by GE Healthcare or (b) the delivery date of such part (if such part is shipped). If Customer promptly notifies GE Healthcare of Customer's warranty claim during the warranty period and makes the warranted part available for service, GE Healthcare will, at its option either repair, adjust or replace (with new or exchange replacement parts) the non-conforming warranted part. The foregoing remedy is Customer's sole and exclusive remedy (and GE Healthcare's sole and exclusive liability) for warranty claims. These exclusive remedies shall not have failed of their essential purpose (as that term is used in the Uniform Commercial Code) as long as GE Healthcare remains willing to repair or replace defective warranted part or re-perform any non-conforming services for no charge, as applicable, within a commercially reasonable time after being notified of Customer's warranty claim. The warranty period for any part furnished to Customer to correct a warranty failure will be the remaining term of the warranty applicable to the original part. The warranties do not cover: (a) any defect or deficiency (including failure to conform to part specifications) which result, in whole or in part, from (1) any alteration, improper storage, mishandling, misuse, or improper maintenance, or any extraordinary use of the part or the equipment in which the part is installed by anyone other than GE Healthcare, (2) failure to follow any GE Healthcare written recommendations or instructions, (3) using or combining the part with any item or data except as specified in the part specifications or using or combining the part with any item or data that does not properly and unambiguously exchange data with the part in accordance with any of the part or product specifications, (4) any of Customer's designs, specifications, or instructions, (5) any failure to use the part in accordance with the specifications, including upper and lower date limits, (6) any failure of the product other than the part to use or process correctly dates, or (7) any cause external to the parts as furnished by GE Healthcare or beyond GE Healthcare's reasonable control; (b) products which are not listed in GE Healthcare's price pages at the time of sale (normally identified by NL or NW serial numbers). Non-listed parts are provided with the manufacturer's warranties, if any, that GE Healthcare is permitted to pass on. Otherwise, non-listed parts are provided AS-IS; and (c) parts installed outside the United States and Canada.
- These warranty statements/forms are the complete and exclusive statement of the warranty terms herein. No warranty is furnished for anything excluded from the warranty forms or for operating documentation, operating tools parts, or room moves. These items are provided AS IS. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE WILL APPLY. Parts may be new or refurbished, and refurbished parts will have the same quality control procedures as for new parts. Any part for which GE Healthcare has supplied a replacement shall become GE Healthcare property.

6.6. Parts are intended only for use in servicing the Equipment at the facility in which it was intended as included herein, and are not for resale or other distribution. Parts are not intended for servicing any other equipment or for manufacturing or refurbishing any equipment. We reserve the right to reject without liability any order and to revoke without liability any acceptance if we reasonably determine that a Part is not intended for use in servicing Equipment.

#### 7. Room Moves/Product Relocation services (if applicable)

7.1. GE Healthcare's relocation or room move services for equipment identified in the Quotation ("System") will be performed in accordance with applicable GE Healthcare installation guides and project plans and are otherwise subject to the following additional provisions. The Customer agrees to review the applicable installation guides and project plans and perform its obligations set forth in those materials.

7.2. The Customer will prepare the location for the re-installation of the System consistent with GE Healthcare's written specification including the installation of necessary system cable and assembly of any necessary equipment or hardware not provided by GE Healthcare, unless agreed otherwise in writing by the parties. The System's location in the new room may necessitate the use of new cabling. This quote does not include the price of new cables. The Customer is responsible for the cost of new cabling, if applicable. The Customer will provide an electrician to disconnect and re-connect power to the system in both locations.

7.3. For Systems that will be operated or in connection with Customer supplied hardware or software, the Customer is responsible for ensuring that its hardware or software conform with GE Healthcare's minimum hardware and software requirements as made available.

7.4. The Customer will assume responsibility for added costs due to delays and work slowdowns caused by inadequate site preparation, facility requests, or other circumstances beyond the control of GE Healthcare.

7.5. The Quotation assumes adequate doorway and hall sizes to allow passage of the System to be moved. GE Healthcare is not responsible for dismantling of rooms or doorways if needed for removal or re-installation.

7.6. Any repair and associated labor needed to bring the System up to a fully operational system during initial functional check or during re-installation will be the responsibility of the Customer, and will be invoiced separately unless otherwise covered by an existing GE service agreement.

7.7. Equipment site drawings for the new location will be provided at the Customer's request for no additional charge. If subsequent to preparing site drawings, Customer decides to terminate this agreement, Customer will be responsible for GE healthcare's cost in preparing the site drawings and will be invoiced separately.

7.8. Prior to de-installation and removal of mobile and fixed asset equipment, Customer will ensure that the site where the System is located and the System itself are clean and free of bodily fluids and other materials that may have the potential to carry diseases. Customer is also responsible for remediating all bio-hazards that may be discovered during the de-installation process (i.e. under equipment covers/below access flooring/cable





ducts, etc).

7.9. Customer is also responsible for the proper management and disposal of the following material that may be located at Customer's site: radioactive sources, PET radioactive pins; biohazard filled bags; pharmaceuticals; and all other materials considered hazardous under U.S. Department of Transportation shipping regulations. These materials will be left in Customer's possession for management, transportation, and disposal by Customer or its contractors in accordance with applicable legal requirements.

7.10. Until it is de-installed and removed by GE Healthcare or its contractor, Customer is responsible for risk and loss of the System, the proper operation of the System and compliance with any laws relating to the operation of the System. It is the responsibility of the Customer to ensure that any Protected Health Information (as defined by the Health Insurance Portability and Accountability Account Privacy Rule) is removed from the System before the System is removed. Customer represents and warrants that it has removed all Protected Health Information from the System. Customer further agrees to indemnify GE for any loss whatsoever resulting from any Protected Health Information that is not removed from the System. The parties agree that GE Healthcare shall have no obligations whatsoever in connection with any Protected Health Information that is not properly removed from the System by the Customer.

7.11. De-Install & Relocation (unless otherwise expressly quoted):

- Pre-move site assessment and coordination of room preparation with facility contractor.
- GE Healthcare will mechanically de-install the System and prepare it for transport.
- De-installation will include a functional check of the system and any appropriate software back-ups prior to removal and all preparation necessary to ready the System for transport by an equipment mover. GE equipment dollies will be used where applicable.
- GE Healthcare or its designate will transport the System to its new location.

7.12. Re-Installation / Calibration (unless otherwise expressly quoted):

- GE will mechanically install the System and perform electrical checkout & calibrations.
- With the exception of cabling, GE will cover the cost of repair parts & labor under the existing GE service contract.
- Reinstallation will include the physical installation of the System, calibration to system specifications, and testing as necessary to meet applicable requirements.

7.13. Exclusions (unless otherwise expressly quoted):

- Does not include cables that are not adequate length for the new location or room preparations, electrical, or structural details or modifications.
- No warranty is included for room move.
- Does not include parts or labor for pre-existing damage of non-functionality documented in system assessment.
- New cabling, rails or other hardware resulting from changes in size and orientation for the new location or changes in cable lengths
- Loss, repair or replacement of System or components, including x-ray tubes, due to transportation or storage of equipment.
- Replacement of cryogenics due to excessive boil-off prior to relocation or resulting from transportation of MR magnets
- Modifications or corrections to the work scope dictated by concealed conditions encountered in the performance of the work not indicated by the drawings or specifications.
- Lasers & alignment are Customer's responsibility
- Does not include removal of any equipment in current rooms at the new location.
- Cost of modifying the existing facility in order to allow for the removal, movement, and reinstallation of the System is the sole responsibility of the Customer
- Cost of any architectural/engineering services, and construction-related work.
- Cost of union labor, if such labor is required.

7.14. GE Healthcare will perform all labor Monday through Friday from 8:00 a.m. until 5:00 p.m. excluding GE holidays. If the Customer authorizes GE to work outside of the hours listed above, additional charges will apply.





**GE Healthcare**

## **Warranty Statement**

### **GE Brand Specialty Components (Detectors, Probes, X-Ray Tubes and Image Intensifier Tubes)**

### **United States and Canada**

**1. Warranted Products and Scope.** These warranties cover the purchase and use of the GE Healthcare detectors, probes and/or tubes (X-ray, CT, or image intensifier) (hereafter, “Specialty Component(s)”) listed in the GE Healthcare Quotation. This warranty statement incorporates GE Healthcare’s General Terms and Conditions, and to the extent applicable, (a) GE Healthcare’s Product Terms and Conditions, (b) GE Healthcare’s Service Terms and Conditions, and/or (c) GE Healthcare’s OnDemand Agreement.

GE Healthcare warrants that, starting with the Warranty Commencement Date and for the Warranty Period (each as defined below): (i) the Specialty Component(s) will be free from defects in title, material and workmanship under normal use and service and (ii) except for any Specialty Component(s) manufactured in compliance with Customer’s designs or specifications, the Specialty Component(s) will perform substantially in accordance with GE Healthcare’s written technical specifications for the Specialty Component(s) (as such specifications exist on the date the Specialty Component(s) is shipped) (“Specialty Component(s) Specifications”). This warranty statement defines GE Healthcare’s warranty obligations for both parts and labor and is available only to end-users that purchase the Specialty Component(s) from GE Healthcare or its authorized distributors. The Warranty Period for all warranties, except the warranty of title and the Patent and Copyright Warranty, is limited in time as shown below.

**2. Warranty Commencement Date and Warranty Periods.**

**2.1. Determining Warranty Periods For A Specialty Component(s).** The Warranty Period start date (“Warranty Commencement Date”) for the Specialty Component(s) supplied as part of a new system installation will be the system installation date. The Warranty Commencement Date for a replacement Specialty Component(s) is determined by (i) the date GE Healthcare installs the Specialty Component(s) or (ii) if GE Healthcare is not the installer of the Specialty Component(s), five (5) days after shipment of such Specialty Component(s) by GE Healthcare or its authorized distributor.

Customer shall receive the Full Warranty Period (as set forth in the chart below) in the following situations:

- Specialty Component(s) furnished to Customer as part of a new system installation; or
- Specialty Component(s) purchased by Customer with or without a pro-rata allowance.

For a Specialty Component(s) furnished to Customer under terms of the Full Warranty Period (as set forth in the chart below) the Warranty Period for the replacement Specialty Component(s) will be the unexpired term of the warranty applicable to the last Specialty Component(s) for which Customer paid all or a portion of the cost of that Specialty Component(s). For the sake of clarification, the Warranty Period does not reset for a Specialty Component(s) supplied by GE Healthcare as a replacement under the Full Warranty Period.

This Warranty Statement does not apply to a Specialty Component(s) furnished to Customer under the terms of a GE Healthcare service agreement. For such Specialty Component(s), please refer to the terms and conditions of such service agreement for any Specialty Component(s) warranties.

Customer’s failure to (i) properly use the Specialty Component(s), (ii) perform the maintenance described above, (iii) maintain the information required above, (iv) provide the above information or any other information required by this warranty within the designated time periods, or (v) permit GE Healthcare, to verify such information during GE Healthcare’s normal working hours will invalidate this warranty.

**2.2. Determining Specialty Component(s) Charge For A Replacement Specialty Component(s).** Customer will pay the price of the replacement Specialty Component(s) in effect on its delivery date less the applicable Pro Rata Warranty Allowance (if applicable) described in the table that follows. For the purpose of the Pro Rata Warranty Allowance, a fraction of a month less than fifteen (15) days will be disregarded, and a fraction of a month equal to or greater than fifteen (15) days will be regarded as a full month.

**3. Specialty Component(s) Installation.**

**3.1. Replacement Specialty Component(s).** For a replacement Specialty Component(s), warranty service does not include installation of the replacement Specialty Component(s), but upon Customer’s request, GE Healthcare, will install the Specialty Component(s) at GE Healthcare’s then-prevailing service rates. If a replacement Specialty Component(s) is not installed by GE Healthcare, Customer must, not later than ten (10) days after its installation date, provide to GE Healthcare in writing: (i) the serial number of the replacement Specialty Component(s), (ii) the location and serial number of the system on which the Specialty Component(s) has been installed, (iii) the date of installation and (iv) for Non-CT Tubes, the exposure counter reading on the installation date.

**3.2. New System Specialty Components.** For a Specialty Component(s) sold with new equipment, no service charges will be billed to Customer for the installation of the replacement Specialty Component(s), so long as replacement occurs between 8:00 a.m. to 5:00 p.m. (local site time), Monday-Friday, excluding GE Healthcare holidays (“Standard Coverage Hours”) and subject to the availability of personnel. Services



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performed outside Standard Coverage Hours will be provided at GE Healthcare’s then prevailing hourly billed service rates at the time of service.

**4. Remedies.** If, within ten (10) days after the Specialty Component(s) failure, Customer (a) notifies GE Healthcare of Customer’s warranty claim during the Warranty Period; (b) provides GE Healthcare with the information shown below; and (c) makes the Specialty Component(s) available for service, GE Healthcare will, at its option, either repair, adjust or replace (with new or exchange replacement parts) the non-conforming Specialty Component(s) or parts of the Specialty Component(s). Customer must provide to GE Healthcare in writing (i) the serial number of the Specialty Component(s), (ii) the location and serial number of the system on which the Specialty Component(s) was installed, (iii) the date the Specialty Component(s) failed, and (iv) the date the Specialty Component(s) was removed from service. Warranty service will be performed at the charge, if applicable, as detailed below during GE Healthcare’s Standard Coverage Hours and subject to the availability of personnel. Services performed outside Standard Coverage Hours will be provided at GE Healthcare’s then-prevailing hourly billed service rates at the time of service. GE Healthcare warrants that its installation or other services will be performed by trained individuals in a professional, workman-like manner. GE Healthcare will promptly re-perform any non-conforming services for no charge as long as Customer provides reasonably prompt written notice to GE Healthcare. The foregoing service remedies, together with any remedy provided herein, are Customer’s sole and exclusive remedies (and GE Healthcare’s sole and exclusive liability) for warranty claims. These exclusive remedies shall not have failed of their essential purpose (as that term is used in the Uniform Commercial Code) as long as GE Healthcare remains willing to repair or replace defective Specialty Component(s) or re-perform any non-conforming services for no charge, as applicable, within a commercially reasonable time after being notified of Customer’s warranty claim. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND DATA ACCURACY, WILL APPLY.

Customer must: (i) use the Specialty Component(s) in accordance with GE Healthcare service instructions and recommendations for the Specialty Component(s) and the system on which it is installed (including warm up and calibration procedures); (ii) perform preventive and corrective maintenance of the Specialty Component(s) utilizing maintenance procedures in accordance with GE Healthcare service instructions and recommendations and using GE Healthcare replacement parts or replacements parts of equivalent quality; and (iii) keep and make available to GE Healthcare, upon request records documenting the above maintenance.

**5. Limitations.** GE Healthcare shall not have any obligation to Customer hereunder if the warranty claim results from or arises out of: (i) the use of the Specialty Component(s) in combination with any hardware, equipment, supplies, accessories or any other materials or services not furnished by GE Healthcare or recommended in writing by GE Healthcare; (ii) the use of the Specialty Component(s) in a manner or environment, or for any purpose, for which GE Healthcare did not design or manufacture it, or in violation of GE Healthcare’s recommendations or instructions on use; or (iii) any alteration, modification or enhancement of the Specialty Component(s) by Customer or any third party not authorized or approved in writing by GE Healthcare. In addition, this warranty does not cover the Specialty Component(s) to the extent it is used in any country other than the country to which GE Healthcare ships the Specialty Component(s) (unless GE Healthcare expressly agrees otherwise in writing).

In addition, these warranties do not cover: (i) any defect or deficiency (including failure to conform to Specialty Component(s) Specifications that results, in whole or in part, from any improper storage or handling, failure to maintain the Specialty Component(s) in the manner described in any applicable instructions or specifications or any cause external to the Specialty Component(s) or beyond GE Healthcare’s reasonable control, including, but not limited to, power failure and failure to keep Customer’s site clean and free of dust, sand and other particles or debris; (ii) any adjustment, such as alignment, calibration, or other normal preventative maintenance required of Customer; (iii) expendable supply items; and (iv) stockpiling of replacement parts.

With regard to Ultrasound Specialty Component(s) only, these warranties do not cover damage caused by any use that does not conform to OEM guidelines including accidental damage, improper cleaning, disinfecting, over-soaking or TEE bite marks.

**6. Warranty Periods.**

| TUBE TYPE OR SYSTEM DESCRIPTION (a)   | New System Specialty Components |                          | Replacement Specialty Components |  |
|---------------------------------------|---------------------------------|--------------------------|----------------------------------|--|
|                                       | FULL WARRANTY PERIOD (b)        | FULL WARRANTY PERIOD (b) | PRO-RATA WARRANTY PERIOD (c)     |  |
| <b><u>X-RAY TUBES</u></b>             |                                 |                          |                                  |  |
| Radiographic                          | 12 months                       | 30 days                  | 24 months                        |  |
| Radiographic & Fluoroscopic           | 12 months                       | 30 days                  | 24 months                        |  |
| Vascular                              | 12 months                       | 30 days                  | 24 months                        |  |
| Mammographic                          | 12 months                       | 30 days                  | 12 months                        |  |
| Bone Mineral Densitometry             | 12 months                       | 30 days                  | 12 months                        |  |
| MX150 Vascular                        | 36 months                       | 12 months                | N/A                              |  |
| Performix 160A (MX160)                | 36 months                       | 12 months                | N/A                              |  |
| Infinia Hawkeye                       | 12 months                       | 30 days                  | 12 months                        |  |
| <b><u>IMAGE INTENSIFIER TUBES</u></b> |                                 |                          |                                  |  |
| Image Intensifier Tubes               | 12 months                       | 30 days                  | 24 months                        |  |



| TUBE TYPE OR SYSTEM DESCRIPTION (a)  | New System Specialty Components | Replacement Specialty Components |                              |
|--|---------------------------------|----------------------------------|------------------------------|
|  | FULL WARRANTY PERIOD (b)        | FULL WARRANTY PERIOD (b)         | PRO-RATA WARRANTY PERIOD (c) |
| <b><u>CT TUBES</u></b>   |                                 |                                  |                              |
| CT/e, CT/e Dual  | 12 months                       | 12 months                        | N/A                          |
| ProSpeed/Sytec 6000-8000   | 12 months                       | 12 months                        | N/A                          |
| Solarix on LX/I, FX/I, DX/I  | 12 months                       | 12 months                        | N/A                          |
| Solarix 350 on BrightSpeed Select 4, 8 or 16 (Lite)  | 12 months                       | 12 months                        | N/A                          |
| Performix Solarix 630 on HiSpeed ZX/I, NX/I Pro  | 12 months                       | 12 months                        | N/A                          |
| Performix-ADV on HiSpeed CT/I, LightSpeed QX/i   | 12 months                       | 12 months                        | N/A                          |
| Performix Ultra on LightSpeed 16, LightSpeed Ultra, LightSpeed Plus, LightSpeed QX/I, HiSpeed QX/I, BrightSpeed 16 (Elite), BrightSpeed 8 (Edge), BrightSpeed 4 (Excel), Discovery LS, Discovery ST/STe, Discovery RX 16, Optima PET/CT560, Optima PET/CT560 FX, Discovery PET/CT600, Discovery PET/CT610 (8 or 16 slice), Discovery PET/CT690 Elite, Discovery PET/CT710 (16 slice), Discovery NM/CT670 | 12 months                       | 12 months                        | N/A                          |
| Performix 40 on Optima CT660 – 32 Slice, Optima CT660 – 64 Slice   | 12 months                       | 12 months                        | N/A                          |
| Performix Pro80 (D3634T) on LightSpeed Pro 16, LightSpeed RT   | 12 months                       | 12 months                        | N/A                          |
| Performix Pro VCT100 (D3194T) on LightSpeed Pro16, LightSpeed VCT, LightSpeed VCT Select, LightSpeed RT16, LightSpeed Xtra, Optima CT580 RT, Optima CT580w, Discovery CT590 RT, Discovery VCT, Discovery RX VCT, Discovery PET/CT610 (64 or 128 slice), Discovery PET/CT690, Discovery PET/CT710 (64/128 slice), Discovery NM/CT570c   | 12 months                       | 12 months                        | N/A                          |
| Performix HD on LightSpeed CT750 HD  | 12 months                       | 12 months                        | N/A                          |
| <b><u>Detectors</u></b>  |                                 |                                  |                              |
| Fixed Digital Detectors (XR, Vascular, Mammography)  | 12 months                       | 12 months                        | N/A                          |
| Wireless & Tethered Digital Detectors  | 12 months (d)                   | 12 months (d)                    | N/A                          |
| <b><u>Ultrasound Probes</u></b>  |                                 |                                  |                              |
| New  | 12 months                       | 12 months                        | N/A                          |
| Refurbished (e)  | 12 months                       | 12 months                        | N/A                          |

**COMMENTS**

(a) For actual catalog numbers, please contact your local GE Healthcare representative.

(b) Initial period of time of use after warranty begins during which a full 100% warranty is provided for a Specialty Component(s) that fails.

(c) Maximum period of time during which a Pro Rata Warranty Allowance is provided for a Specialty Component(s) that fails. The Pro Rata Warranty Allowance is calculated as follows:

$$1 - \frac{\text{Number of months between date of Warranty commencement and date of failure}}{\text{Complete Warranty Time Period}} \times 100\%$$

The Pro Rata Warranty Period ends at the expiration of the maximum time period.

(d) Warranty coverage includes replacement of OEM/manufacture defects. One (1) replacement due to accidental damage is included within the Warranty Period.

(e) Reconditioning of used equipment for which GE Healthcare has acquired ownership and/or intends to resell after additional processing. These activities include: decontamination, patient data, removal, repairs, installation of applicable updates, and other activities that are described in the existing operation/service manuals applicable to device.

