

GE HealthCare Shop General Terms and Conditions

GE HealthCare and Buyer are parties to an International Distribution Agreement and/or an International Sales and Service Representative Agreement (the "IDA/ISSRA Agreements"). Buyer hereby acknowledges and accepts that all GE HealthCare Shop sales shall be processed by GE Precision Healthcare LLC. or its Affiliates (jointly "GE HealthCare"), pursuant to the IDA/ISSRA Agreements. The placement of an order in GE HealthCare Shop by Buyer constitutes a purchase order submission in the terms of the IDA/ISSRA Agreements and are conditional on (i) acceptance in writing by GE HealthCare (which may occur electronically through the competent system and/or otherwise), and (ii) applicable internal credit and other approval processes by GE HealthCare. Each order placement in GE HealthCare Shop by Buyer is deemed to be an offer by the Buyer to purchase the Products pursuant to the terms of this Agreement and the IDA/ISSRA Agreements and, when the abovementioned conditions are met and GE HealthCare acceptance is communicated to Buyer, it shall give rise to a sale governed by the terms and conditions set forth herein and in the IDA/ISSRA Agreements, which are complementary of this Agreement, to the exclusion of any additional or contrary terms. For purposes of clarity, it is hereby expressed that any Buyer Purchase Order referenced or indicated by Buyer when placing an order through GE HealthCare Shop, shall not be binding for GE HealthCare nor applicable to this sale as only the terms and conditions listed herein shall apply to it.

1. Payment. IDA/ISSRA Agreements payment terms and remedies related thereto, shall apply the GE HealthCare Shop sales.

2. Taxes. Prices do not include applicable taxes, which are Buyer's responsibility.

3. Transportation, Title and Risk of Loss. Shipping terms are EX-WORKS DISTRIBUTION CENTERS, INCOTERMS 2020. Title and risk of loss to parts, accessories, specialty components, and equipment passes to Buyer on EX-WORKS DISTRIBUTION CENTERS, INCOTERMS 2020 delivery. Software and documentation is licensed to Buyer, but no title or other ownership interest passes.

4. Delivery. Delivery dates are approximate, and may be updated, delayed and reviewed by GE HealthCare. Products may be delivered in installments. GE HealthCare may invoice multiple installment deliveries on a consolidated basis, but this does not release Buyer's obligation to pay for each installment delivery or as otherwise indicated in approved order. Product delivery occurs on electronic or physical EX-WORKS DISTRIBUTION CENTERS, INCOTERMS 2020 delivery to Buyer.

GE HealthCare may alter, discontinue, reject, delay, hold, limit and/or cancel your order prior to dispatch, with no liability against GE HealthCare. GE HealthCare shall use its best effort to provide the Buyer with prompt notice of such decisions.

5. Confidentiality. Each party will treat this Agreement and the other party's proprietary information as confidential, meaning it will not use or disclose the information to third parties unless permitted in this Agreement or required by law. Buyers are not prohibited from discussing patient safety issues in appropriate venues.

6. Limited Use. Products purchased from the GE HealthCare Shop are intended only for use in operating and servicing medical equipment at a healthcare facility located in the Buyer's approved Territory, and cannot be otherwise used for manufacturing, resale or distribution other than the one authorized in the IDA/ISSRA Agreements.

7. Compliance. Each party will comply with applicable laws and regulations. Buyer is only purchasing or licensing products from the GE HealthCare Shop for medical, billing and/or non-entertainment use in their approved Territory. Buyer is aware of its legal obligations for cost reporting, and will request from GE HealthCare any information beyond the invoice needed to fulfill Buyer's cost reporting obligations.

8. Limitation of Liability and Exclusion of Damages. GE HEALTHCARE'S LIABILITY FOR DIRECT DAMAGES TO BUYER UNDER THIS AGREEMENT WILL NOT EXCEED THE PRICE FOR THE PRODUCT THAT IS THE BASIS FOR THE CLAIM. GE HEALTHCARE WILL HAVE NO OBLIGATION FOR: (I) CONSEQUENTIAL, PUNITIVE, INCIDENTAL, INDIRECT OR REPUTATIONAL DAMAGES; (II) PROFIT, DATA OR REVENUE LOSS; OR (III) CAPITAL, REPLACEMENT OR INCREASED OPERATING COSTS.

10. Use of Data. The processing of personal data by GE HealthCare shall be conducted in accordance with its Privacy Policy (accessible at: <https://www.gehealthcare.com.br/about/privacy/privacy-policy?showPopup=false>) and applicable privacy laws.

11. Governing Law & Resolution Of Disputes, Controversies and Claims. Governing Law & Resolution Of Disputes, Controversies and Claims clauses in the IDA/ISSRA Agreements shall apply to this Agreement.

13. Force Majeure. Performance time for non-monetary obligations will be reasonably extended for delays beyond a party's control.

14. Assignment. Rights and obligations under this Agreement cannot be assigned by Buyer without GE HealthCare's prior written consent.

15. Waiver; Survival. If any provision of this Agreement is not enforced, it is not a waiver of that provision or of a party's right to later enforce it. Terms in this Agreement related to intellectual property, compliance, data rights and terms that by their nature are intended to survive will survive the Agreement's end.

16. Entire Agreement. These GE HealthCare Shop General Terms & Conditions and the applicable GE HealthCare Shop Part Warranty Statement, Accessories & Supplies Warranty Statement, and/or IDA/ISSRA Agreements are the complete and final agreement of the parties relating to the sale of parts, accessories and supplies, and/or specialty components from the GE HealthCare Shop ("Agreement"). There is no reliance on any terms other than those expressly referenced herein and no attempt to modify will be binding unless agreed to in writing by the parties. If any provision in this Agreement is found to be invalid or unenforceable for any reason, then that provision will be deemed severable from this Agreement and will not affect the validity or enforceability of the remaining provisions.

GE HealthCare Shop Parts & Accessories Warranty Statement

All Parts sold throughout GE HealthCare Shop are deemed to be considered as Unsupported Parts in the terms of the IDA/ISSRA Agreements and all provisions related thereto shall apply.

1. Parts & Accessories Warranty (excluding Specialty Components as defined below).

1.1. GE HealthCare Parts. Each GE HealthCare part (other than tubes and ultrasound transducers) will be free from defects in material and workmanship under normal use and service, and will perform substantially in accordance with GE HealthCare's written specifications (as they exist on the date the part is shipped) for a period of ninety (90) days from EX-WORKS DISTRIBUTION CENTERS, INCOTERMS 2020 delivery to Buyer.

1.2. Non-GE HealthCare Parts & Accessories. Each non-GE HealthCare part will be free from defects in material under normal use and service for a period of 90 days for new, refurbished and repaired parts, and 30 days for used parts, starting on the EX-WORKS DISTRIBUTION CENTERS, INCOTERMS 2020 delivery to Buyer delivery date of the part.

1.3. Accessories. Each Accessory will be free from defects in material under normal use and service for a period of 90 days for new, refurbished and repaired accessories, and 30 days for used accessories, starting on the EX-WORKS DISTRIBUTION CENTERS, INCOTERMS 2020 delivery to Buyer delivery date of the accessory.

2. Specialty Component Warranty.

2.1. GE HealthCare Specialty Components. Each GE HealthCare detector, probe, tube or image intensifier ("Specialty Component") will be free from defects in material and workmanship under normal use and service, and will perform substantially in accordance with GE HealthCare's written specifications (as they exist on the date the Specialty Component is shipped) for the time-period identified in the table below starting on the EX-WORKS DISTRIBUTION CENTERS, INCOTERMS 2020 delivery date of the Specialty Component.

2.2. Non-GE HealthCare Specialty Components. Each non-GE HealthCare Specialty Component will be free from defects in material under normal use and service for the time-period starting on the EX-WORKS DISTRIBUTION CENTERS, INCOTERMS 2020 delivery date of the Specialty Component.

3. Remedies. If Buyer promptly notifies GE HealthCare of its claim during the warranty and makes the part accessory or Specialty Component available, GE HealthCare will (at its option and subject to the foregoing terms) repair, adjust or replace (with new or refurbished/repared) the non-conforming part, accessory or Specialty Component. The warranty for a part, or an accessory or a Specialty Component provided to correct a warranty failure is the unexpired term of the warranty for the repaired or replaced part, accessory or Specialty Component. If an exchange part, accessory or Specialty Component is provided, the original becomes GE HealthCare property and Buyer must return it to GE HealthCare within the agreed timeframe of replacement, or a reasonable timeframe if there is no agreement in place (maximum 60 days) to avoid being billed for the non-returned part, accessory or Specialty Component. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WILL APPLY.

4. Limitations. GE HealthCare has no obligation to Buyer for warranty claims if Buyer uses the part, accessory or Specialty Component: (a) for non-medical or entertainment use or outside the Buyer's approved Territory; (b) in combination with any software, hardware or services not recommended in writing by GE HealthCare; and (c) in a manner or environment for which GE HealthCare or the manufacturer did not design or license it, or in violation of GE HealthCare's recommendations or instructions. Warranty does not include installation nor labor, as those Services shall be rendered by Buyer in accordance with IDA/ISSRA Agreements. In addition, the warranty does not cover: (i) defects or deficiencies from improper storage or handling, maintenance or use that does not conform to OEM specifications (e.g., accidental damage, improper cleaning, disinfecting, TEE bite marks), inadequate back-up or virus protection, cyber-attacks, or failure to maintain power quality, grounding, temperature and humidity within OEM specifications; (ii) repairs due to power anomalies or any cause external to the part, accessory or Specialty Component or beyond GE HealthCare's control; (iii) payment or reimbursement of facility costs arising from repair or replacement of the part, accessory or Specialty Component; (iv) planned maintenance, adjustment, alignment, or calibration; (v) lost or stolen parts, accessories or Specialty Components; (vi) parts, accessories and Specialty Components with serial numbers altered, defaced or removed; (vii) modification of the part, accessory or Specialty Component not approved in writing by GE HealthCare; and (viii) parts, accessory or Specialty Components immersed in liquid.