

TERMS AND CONDITIONS FOR SALE
OF GE HEALTHCARE AND NON GE HEALTHCARE SPARE PARTS/TUBES AND ACCESSORIES ON THIS WEBSITE

PREMABLE

The Website is owned and operated by WIPRO GE HEALTHCARE PRIVATE LIMITED, a company incorporated and registered in India having its registered office at No. 4, Kadugodi, Industrial Area, Whitefield, Bangalore, Karnataka, India- 560067

These Terms and Conditions of Sale apply to the purchase of GE Healthcare and Non GE Healthcare spare parts, tubes and accessories (hereinafter, together referred to as the 'Parts') on this Website.

Unless otherwise indicated, these terms and conditions will apply to all purchases of Parts made through Us. Depending on the Parts you are purchasing, additional terms and conditions may also apply. To be eligible to purchase the Parts on the Website, You must be an end-consumer (i.e. an individual, not acting as a retailer) residing in India who has been granted authorized access and login credentials by Us. By placing an order ('Order'), You agree that:

- you are eligible to purchase Our Parts on the Website; and
- you will not resell or distribute the Parts purchased on the Website or any samples.

In these Terms and Conditions of Sale, the terms "We", "Us" and "Our" refer to Wipro GE Healthcare Pvt. Ltd. and the terms "You" and "Your" refer to the purchaser.

Your purchase of the Parts on this Website is governed these terms and conditions and any additional terms referenced in the Order Confirmation, each as modified to the extent applicable by any strategic purchasing agreement You may have in effect at the time with Us.

We reserves the right to add new products, remove products or change their appearance or price at any time. In the absence of an error, the information on the Parts and prices applicable to the Order will be those appearing on the Website at the time You confirm the Order.

For any information, questions or advice on the Order of the Parts, please contact our customer service:

- by telephone on
[India Toll Free #
1800 102 7750
1800 425 8025
1800 425 7255]
- through the Contact US Form section of the Website
- by e-mail to: [shop.service@ge.com]

1. ORDER

Order process on the Website

You select Parts of your choice and add it/them to the cart. You can check the details of the planned purchase and change them at any time. You must then validate your details, billing address, location and form of delivery and the selected payment method. Please take the time to read and check the Order at each page of the Order process. 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 delivery deadlines for the ordered Parts. The Order cannot be amended after this point.

Order confirmation

After the Order is placed, We will send You an e-mail summarizing the terms and conditions of the Order. Please note that this does not mean that the Order has been accepted. Our acceptance of the Order will take place when the Parts are dispatched for delivery ("Order Confirmation").

Unavailability of Parts

If a Part You have ordered is unavailable, We will inform You before any other purchased Parts are dispatched. Only the Parts which are dispatched will be invoiced. Our acceptance of Your Order is expressly made conditional on Your assent to all of Our terms. No prior proposals, statements, course of dealing or usage of the trade will be part of the contract, except as may have been previously agreed in writing by the parties under a strategic purchasing agreement covering the transaction. After the contract has been formed, it may be modified only by a writing agreed to by You and Our authorized representative.

2. VALIDITY

We shall have the right to withdraw/revise Our Order Confirmation if there are any changes in any laws, rules or regulations in India that have an impact on Our Order Confirmation.

3. DISPATCH INSTRUCTIONS

You shall give clear dispatch instructions indicating the destination, the designated site, etc. (with road permit if applicable) to Us in the Order itself. In the event the dispatch instructions are given at a later date, they shall be in the prescribed format provided by Us.

4. PRICE AND TAXES

Prices quoted and agreed to by the parties are:

- i. For Locally Manufactured Parts the prices will be quoted in Indian Rupees and as F.O.B. Factory; and
- ii. All other Imported Parts which are traded through High Sea Sales ("HSS") and Sale in the Course of Imports ("SICOI") prices will be quoted in Indian rupees and as FOB Indian Port, unless otherwise specified in writing.

All Purchases: Taxes

- i. In case of Imported Parts, prices includes such taxes as are specified in the

Order. Any other taxes and levies ("the Levies") as applicable shall be paid by You, unless You provide Us with the relevant and valid Tax Exemption Certificate or other documents which are acceptable to the concerned taxing authorities in India. You agree that the price given in the Order is based on the effective rate of duty prevailing on the date of the Order and that any change in the Levies after such date will be to Your account.

- ii. For Locally Manufactured Parts, which are manufactured locally in India, prices include sales tax and excise duty. Freight and Transit Insurance cost will also be included in the quoted price. Excise duty is computed at the rate prevailing on the date of the quotation. However, any changes in excise duty after such date will be to Your account.

5. PAYMENT

Payment is Cheque on delivery or RTGS until payment gateway is enabled on the website. Payment terms are as per standard terms and conditions with Wipro GE Healthcare India. It is mandatory to mention cheque number/RTGS number in 'Comments' section during checkout as well as upload a scanned copy of cheque while placing order online. Cheque will be collected by transporter or to be deposited to GE Branch manager.

6. CANCELLATION CHARGES

If You cancel Your Order before the Parts or part of whole consignment of the Parts ordered by You through Your Order, are dispatched, from our warehouse, You will pay us a cancellation charge of 10% of the total value of the ORDER. However, if You cancel you ORDER after the Parts or part of the Parts mentioned in the ORDER after dispatch, You will pay Us a cancellation charge of 20% of the total price of the Parts ordered under the Order. We will retain as a credit towards the cancellation charge any payments We have received up to the amount of the cancellation charge. Further, You will pay us for the Freight, Insurance and Sales Tax amounts that We may have borne on Your behalf in processing Your Order/delivery up to the date of cancellation of the Order. We shall have the right to deduct this from the advance paid by You or claim further payments from You.

7. SPECIFICATIONS

We reserve the right to make any alterations in the designs and specifications of the Parts/Parts covered by this proposal referred above at no notice to the Purchaser.

8. DELIVERY AND DELAYS IN PERFORMANCE

Locally manufactured Parts is offered from stocks and can be dispatched within 90 days from the date of receipt of dispatch instructions or closure and receipt of approved payment terms, whichever is later, subject to availability of stock and booking space.

- i. In the case of Parts traded through HSS - the sale will be made by way of transfer of documents of title to the goods, through HSS agreements, Bill of Lading.
- ii. In the case of Parts traded through SICOI - the sale that has occasioned the importation of goods under a specific field delivery order issued to You on receipt of Your Order shall and can only be assigned to Your particular Order and will not be transferable. 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 Parts, delay by the transporter, government priorities 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. Time for delivery shall not be of the essence of the contract unless otherwise agreed by the parties. Partial Delivery shall be permitted under this Contract. If you request a later delivery date within 45 days before the mutually agreed scheduled delivery date, We may, at our option, deliver the Parts to a storage facility designated by You or, if you fail to designate a storage facility, to a storage facility designated by us, at Your expense. At the time of such delivery, we will bill You for and You will pay us for any amounts due upon delivery. If You fail to schedule a delivery date with Us within 6 months after Order entry, We may, at Our option, cancel Your Order upon written notice to You.

9. TRANSPORTATION, TITLE AND RISK OF LOSS

Transportation shall be FOB Indian port for Imported Parts and FOB Factory in case of Locally Manufactured Parts. In case of failure by You or your bank etc. to pay the contract price as per agreed payment terms, we shall have the right to enter the premises where the Parts are stored or installed and repossess the Parts without the necessity of any court proceedings. Title and risk of ownership shall pass to You upon delivery of the Imported Parts at the Indian port and in case of locally manufactured Parts, upon dispatch from Factory. Software is licensed to You under these Terms and Conditions of Sale, but no title to or other interest in such software passes to You.

The Company shall not be held responsible or liable for any delay in transport or delivery for any reasons whatsoever, or in delivering the Parts to the

Purchaser designated location and site through the shipping or transporter's agency. Time for delivery shall not be of the essence of the contract unless otherwise agreed to by the parties.

10. INSURANCE

i. In case of Locally Manufactured Parts, We will arrange transit insurance on your behalf with You as the beneficiary. The transit insurance shall cease 7 days after arrival of shipment at the destination or 30 days from date of dispatch, whichever is earlier. Thereafter You shall be responsible to arrange adequate and sufficient insurance for the Parts. ii. For Imported Parts traded through HSS and SICOL, We will arrange transit insurance up to the Indian port of discharge. We may also provide Marine cum Erection Policy (MCE) cover for all high-end Parts viz., MR, CT from the Indian port up to Your site at your cost and with You as the beneficiary.

11. ENVIRONMENT

The Parts offered could be damaged by dust and extreme changes in temperature and humidity, and We shall not be liable for damage caused by the same. The operating environment should be controlled to achieve the ambient conditions reproduced in the Parts data sheets and Parts catalogues, which need to be strictly followed by You.

12. SAFETY

For continuous safe and optimum use of the Parts, you shall strictly follow the instructions given in the Operator's Manual. We shall not be responsible for damages, injuries or losses suffered or caused either to You, Your employees or customers due to, directly or indirectly, non-compliance with the Operator's Manual and other related instructions and norms.

13. TESTING AND CERTIFICATION

You have to provide any government licenses, permits and approvals needed for installation and use of the Parts. We will complete final testing using appropriate GE performance specifications, instruments and procedures. We will file any required reports relating to our installation activities.

14. LIMITED WARRANTIES AND DISCLAIMER

GE Parts: All GE Parts/parts found defective to Us within the warranty period will be replaced or repaired free of charge, provided such defect has not been caused, directly or indirectly, by Your negligent actions or omissions or those of Your employees, agents, or any failure to comply with the terms hereof. The decision to either replace or

repair the Parts or units thereof rests solely with Us. The warranties and guarantees contained herein shall be voidable at our discretion in the event of a breach of the contractual terms and conditions by You, including non-payment of consideration or servicing by a person or agency not authorized by Us. Warranties commence on the date of Completion of Installation. Except to the extent set out above, and in the Parts warranty cards, the Parts (including any operating software) covered by the quotation is provided as is with all faults, without warranty of any kind, whether written, oral, expressed, implied or statutory, Without limiting the generality of the foregoing, in no event shall any implied or statutory warranty of merchantability or fitness for a particular purpose apply, nor shall the above warranties apply to

(i) using or combining the Parts with any item or data except as specified in the

Parts' specifications,

(ii) any of Your designs, specifications or instructions, or accessories supplied, (iii) any failure to use the Parts in accordance with their specifications, including upper and lower date limits,

(iv) any failure of the Parts other than the Wipro GE or GE Parts to use or process correctly dates, or

(v) any cause external to the Parts as furnished by us or beyond our reasonable control.

(vi)

Disclaimer of Warranties. NOTWITHSTANDING ANY OTHER WARRANTY PROVISIONS OF THIS AGREEMENT, TO THE EXTENT PERMITTED BY LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH RESPECT TO THE INFORMATION AND RELATED MATERIALS, WHETHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANT - ABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, NON-INTERFERENCE WITH ENJOYMENT, AND TITLE. DUE TO THE NUMBER OF SOURCES FROM WHICH THE INFORMATION IS OBTAINED, AND THE INHERENT OF HAZARDS OF ELECTRONIC DISTRIBUTION, THERE MAY BE DELAYS, OMISSIONS, OR ACCURACIES. THE INFORMATION AND RELATED MATERIALS COULD INCLUDE TECHNICAL OR OTHER INACCURACIES OR TYPOGRAPHICAL ERRORS, AND MAY NOT BE AVAILABLE WITHOUT INTERRUPTION.

15. WARRANTY IN RESPECT OF NON-GE HEALTHCARE PARTS

Non-GE healthcare parts will carry a warranty as given by the Original manufacturers/supplier. We shall not be directly or indirectly responsible for the same. Your recourse shall be directly to the original manufacture.

16. CONFIDENTIAL INFORMATION

The Parts pricing, terms of sale and other information contained in Our Order Confirmation or disclosed by Us pursuant to these Terms and Conditions For Sale Is confidential. You may not disclose such pricing, terms and other information to any other party without Our prior written approval, except for any legally required disclosures. We reserve the right to enforce these confidentiality restrictions against any party who wrongfully discloses, receives and/or further disseminates our confidential information. We will treat patient information as confidential and comply with any applicable laws concerning the confidentiality of patient information.

17. FORCE MAJEURE

We shall not be liable for loss or damage due to delay in manufacture, delivery or installation resulting from any cause beyond our reasonable control, including but not limited to compliance with any regulations, orders or instructions of any central, state or municipal Government or any department or agency thereof, acts of God, Your acts or omissions, including but not limited to failure to comply with recommended operating parameters and norms, acts of civil or military authority, fires, strikes, or factory shutdown, or altercations, embargoes, war, riots, terrorism, delays in transportation or inability due to causes beyond Our reasonable control to obtain necessary manufacturing facilities or materials from Our usual sources, and any delays resulting from any such cause shall

extend delivery dates correspondingly. In no event shall we be liable for consequential liquidated or special damages on account of delay due to such causes.

18. DEFAULT

We may suspend delivery of the Parts or performances of any services to you if:

- (1) You are in default of any obligations under the Terms and Conditions of the Sale of the original Parts;
- (2) 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
- (3) 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 Parts or services already delivered or performed.

19. LIMITATIONS OF REMEDIES AND DAMAGES

TO THE EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF US AND OUR AFFILIATES AND REPRESENTATIVES TO YOU AND YOUR EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO YOUR ORDER, INCLUDING BUT NOT LIMITED TO THE PARTS AND SERVICES PROVIDED HEREUNDER IS LIMITED TO THE PRICE ACTUALLY PAID BY YOU TO US FOR THE PARTS OR SERVICE WHICH IS THE BASIS FOR THE CLAIM.

You agree that to the extent permitted by law, We, our affiliates and Our representatives have no liability to You for (1) any punitive, incidental or consequential damages, such as lost profit or revenue, (2) any assistance not required under the applicable terms of sale, or (3) any claims related to Your Order which arise after the warranty period ends. You will be barred from any remedy unless you give us prompt written notices of the problem complained of. This is a commercial sales transaction. Any claim related to this contract will be covered solely by commercial legal principles. To the extent permitted by law, our affiliates, our representatives and we will have no tort or criminal liability to You arising from these Terms and Conditions is Terms and Conditions For Sale. This limitation does not affect claims by third parties for personal injury due to Us, our affiliates or our representatives' or your negligence or Parts liability.

20. GENERAL MATTERS

Assignment. Any assignment of these Terms and Conditions For Sale will be void without the other party's prior written consent, which will not be unreasonably withheld. We can hire a subcontractor to perform work under the Order. If any part of these Terms and Conditions For Sale is found invalid, the remaining part will remain effective.

Ownership and Use of Intellectual Property Rights. The Information and Related Materials are our property and are protected by copyright and other intellectual property laws of the United States and by applicable international treaties. All rights with regard to the Information are reserved to Us. No rights are transferred to You by virtue of this subscription except as specifically provided in this subscription. You agree to abide by all copyright notices, information, or restrictions.

21. DISPUTE RESOLUTION

Any dispute or claim, which may arise between Us out of or in relation to these Terms and Conditions For Sale, or for breach thereof, shall, if possible, be decided amicably. If we cannot settle any dispute, controversy or claim within 30 days after the matter was raised by written notice issued by one party to the other; the matter shall be

finally and exclusively settled by arbitration under the provisions of the Arbitration and Conciliation Act, 1996 or a statutory reenactment thereof. A sole arbitrator shall conduct the arbitration. The arbitration award, which shall be a reasoned award, shall be final and binding on the parties. The venue of arbitration shall be Bangalore and the arbitration shall be conducted in the English language.

This Terms and Conditions For Sale shall be governed as per the laws of India.