

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

**PREMABLE**

The website [services.gehealthcare.in](http://services.gehealthcare.in) (“**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. Parts may include at Our discretion new, used or refurbished spare parts.

For the purposes of this Website “refurbished” part shall mean used part that has been restored to like-new working condition.

Unless otherwise indicated, these terms and conditions will apply to all purchases of Parts made through Us. To be eligible to purchase the Parts on the Website, You must have been authorized by Us to access the Website using login credentials provided by Us. By placing an order (‘**Order**’), You agree that:

- you are eligible to purchase Parts on the Website; and
- you will not resell or distribute the Parts purchased on the Website or any samples, unless you are our existing authorized dealer or channel and partner and the dealership agreement with Us permits the same.

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.

***NOTWITHSTANDING ANYTHING TO CONTRARY CONTAINED ANYWHERE ELSE IN THESE TERMS AND CONDITIONS FOR SALE, YOUR PURCHASE OF THE PARTS ON THIS WEBSITE WILL BE GOVERNED BY THESE TERMS AND CONDITIONS ONLY IF YOU DO NOT HAVE AN EXISTING PURCHASING AGREEMENT OR DEALERSHIP AGREEMENT WITH US. IN CASE YOU HAVE AN EXISTING PURCHASING AGREEMENT OR DEALERSHIP AGREEMENT WITH US, YOUR PURCHASE OF THE PARTS WILL BE GOVERNED BY SUCH TERMS AND CONDITIONS AS MENTIONED IN YOUR RESPECTIVE PURCHASING AGREEMENT OR DEALERSHIP AGREEMENT (EXCEPT FOR ONLINE PLACEMENT OF ORDER (ARTICLE 1) AND ONLINE PAYMENT (ARTICLE 5) AS MENTIONED IN THESE TERMS AND CONDITIONS FOR SALE)***

We reserve the right to add new products, remove products or change their appearance or price at any time without any prior notice. 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:

[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 specifications cannot be modified after this point.

#### Order confirmation

After the Order is placed, we will within two working days send you an intimation if we are unable to cater to your Order. If within two working days 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 laws, rules or regulations in India that have an impact on Our Order Confirmation.

## **2. ENTIRE AGREEMENT**

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 our purchasing agreement or dealership agreement covering the transaction.

## **3. DISPATCH INSTRUCTIONS**

Simultaneously after placing the Order You shall give clear dispatch instructions indicating the destination, the designated site, etc. (with road permit if applicable) to Us by uploading the prescribed documents in the "Share Document" form in the Contact Us section of the Website.

## **4. PRICE AND TAXES**

Prices of Parts displayed on the Website are excluding taxes with tax details given separately (tax details include applicable GST ,sales tax, service tax as applicable.) However, Price of the Parts doesn't include any entry taxes (viz. Octroi, LBT etc.) if applicable and will be payable extra by You at actuals.

Prices quoted on this Website is on return or exchange basis only; defective or non-functional part needs to be returned back to Us; in case You fail to return the defective part (including tubes) back to Us, You shall be charged an additional 10% of the price of the replacement Part (including tubes) provided by Us plus all applicable taxes.

**Payment gateway charges:** All payment made through the Website's online payment gateway shall attract such charges ("**Convenience Fees**") as imposed by the payment gateway service provider on each Order placed by You. Such Convenience Fees shall be entirely to Your account.

## **5. PAYMENT**

<b>FOR ORDER WITH CUMULATIVE VALUE OF ≤ RS. 50,000/-</b>	<b>FOR ORDERS WITH CUMULATIVE VALUE OF &gt; RS. 50,000/-</b>
<b><u>If you are an end user customer:</u></b>	<b><u>If you are an end user customer:</u></b>

If you <u>do not</u> have an existing purchasing agreement with Us →	You will need to make the entire payment in advance through the Website's online payment gateway at the time of placing the Order.	If you do not have an existing purchasing agreement with Us→	You will need to make atleast 25% of the payment online in advance and the balance amount as COD (Cheque on Delivery)** at the time of delivery.
If you have an existing purchasing agreement with Us →	You will need to make the entire payment in advance either through the Website's online payment gateway or by the payment method mentioned in the purchasing agreement	If you have an existing purchasing agreement with Us →	You will need to make atleast 25% of the payment in advance either through the Website's online payment gateway or by the payment method mentioned in the purchasing agreement and the balance amount as COD (Cheque on Delivery)** at the time of delivery.
<b>If You are Our channel partner/ dealer:</b>  You will need to make the entire payment in advance through the Website's online payment gateway.		<b>If You are Our channel partner/ dealer:</b>  You will need to make atleast 10% of the payment in advance through the Website's online payment gateway and the balance after the Order is shipped in accordance with the payment terms mentioned in Your purchasing agreement with Us.	

\*\* For all balance COD payments You shall hand over the cheque to the delivery personnel at the time of delivery.

**6. ORDER CANCELLATION AND REFUND**

You can cancel your order only by contacting us through the modes mentioned in the Contact Us page on the Website within 3 working days of the date of placing the Order on this Website.

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 Parts ordered. However, if You cancel the 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 dispatched ordered under the respective 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 indirect taxes (like GST etc) 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.

Subject to the above We will refund You the balance of any advance paid towards Parts in a cancelled Order within 10 working days from the date of cancellation of the Order.

In cases where we decline the Order placed by You within two working days due to any reason, we will refund you 100% of the Order value received within 10 working days from the date of decline of the Order by Us.

## **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 You purchaser.

## **8. DELIVERY AND DELAYS IN PERFORMANCE**

Parts that are available locally can be dispatched within 2 weeks from the date of Order Confirmation, subject to receipt of dispatch instructions and other supporting documentation wherever applicable.

Please note that the inventory of Parts showed on the Website is not in real time and therefore 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 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. 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.

## **9. TITLE AND RISK OF LOSS**

Title and risk of ownership shall pass to You upon You endorsing the proof of delivery of the Parts.

## **10. ENVIRONMENT**

The Parts offered could be damaged by dust and changes in temperature and humidity. The operating environment should be controlled to achieve the ambient conditions as mentioned in the Parts data sheets and Parts catalogues or product manuals, which need to be strictly followed by You.

## **11. 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.

## **12. 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.

## **13. LIMITED WARRANTIES AND DISCLAIMER**

GE Parts: GE provides a warranty of 90 days on all GE Parts (except on accessories and consumables) sold on this Website starting from the date of Invoice of the said Parts. All GE 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 accessories or consumables supplied by Us.,
- (iii) any failure to use the Parts in accordance with their specifications,
- (v) any cause external to the Parts as furnished by us or beyond our reasonable control.
- (vi) Parts where You have failed to maintain the site and environment including temperature, humidity control, incoming power quality, air conditioning and electrical requirements as recommended by Us. Any damage to Parts due to deviations from these at Your end will not be covered under this warranty.

**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 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 should be directed to the original manufacturer of the said parts.

#### **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.

**Dead-on-Arrival Parts.** If any Parts shipped by Us to You pursuant to your Order on this Website is 'dead-on-arrival', You need to intimate the same to us in writing within 3 working days of the receipt of the shipment through the Contact Us section on the Website.

## **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.