

## Terms and Conditions

This MSA is subject to the General Terms and Conditions for Service printed overleaf. \* Customer has opted for the Service Package and the Additional Offerings as specified herein. Each Service Package consists of Standard Offerings (comes as standard under each Service Package) and Additional Offerings (optional add-ons and available at an additional cost). The Standard Offerings and Additional Offerings are also subject to applicable Terms and Conditions which are printed overleaf. By agreeing to opt for a particular Service Package the Customer, in addition to the General Terms and Conditions for Service, also agrees to the terms and conditions applicable to all Standard Offerings and Additional Offerings (if any) available under such Service Package.

<b>Service Package Name:</b>	<b>Power</b>
<b>Standard Offerings:</b>	
<ol style="list-style-type: none"> <li>1. <b>Uptime Guarantee</b> - 97%</li> <li>2. <b>Downtime Compensation</b> - Any Downtime over and above what is allowed shall be compensated by extension of the Period of Agreement by three (3) times of Downtime</li> <li>3. <b>Onwatch™ Predictive Service</b> - A technology that constantly monitors multiple parameters of the Equipment</li> <li>4. <b>ePMS Proactive Service</b> - A remote service that monitors the Equipment and generates quarterly reports</li> <li>5. <b>Unlimited X-Ray Tube Coverage</b></li> <li>6. <b>Integrated Monitoring System (IMS)</b> - An additional device (IMS Device) will be installed by the Company at Customer's site during the Period of Agreement. The device monitors the site environment of the Equipment and relays real time alerts for any deviations</li> <li>7. <b>Quality Assurance (QA) Test</b> - One QA test per year for the applicable equipment during the Period of Agreement as per regulatory standard applicable to such equipment</li> <li>8. <b>Remote Service Support on Weekends</b></li> <li>9. <b>Prioritized Response Time</b> - Prioritized visit and handling of service issues at Customer's site</li> <li>10. <b>Predictive Ordering and Prioritized Delivery of Parts</b></li> <li>11. <b>Proactive Service Delivery Alerts</b></li> <li>12. <b>Free Software Updates</b> - Updates on operating software and patch software which are made available by the manufacturer shall be provided free of cost</li> <li>13. <b>Service performance dashboard</b> - For applicable equipment, the Customer shall be provided Service Performance Dashboard (report) which will provide multiple service and MSA related information</li> <li>14. <b>Parts Coverage</b></li> </ol>	
<b>Additional Offerings:</b>	
<ol style="list-style-type: none"> <li>1. <b>No Single Breakdown for more than 4 (four) days</b> - Any Downtime which continues for more than four days (excluding weekends and Company observed holidays) shall be compensated by extension of the Period of Agreement by three (3) times of the Downtime beyond 4 days. This compensation is in addition to the Downtime Compensation the Customer is entitled under the applicable Service Package.</li> </ol>	

<b>Service package name:</b>	<b>Performance</b>
<b>Standard offerings:</b>	Uptime Guarantee - 95%, Quality Assurance (QA) Test, X-Ray Tube Coverage (1 Tube only), Remote Service Support on Weekends, Proactive Service Delivery Alerts, Parts Coverage
<b>Additional offerings:</b>	Service performance dashboard, Unlimited X-Ray Tube Coverage, OnWatch Predictive Service, Prioritized Response Time, Predictive Ordering and Prioritized Delivery of Parts, Integrated Monitoring System (IMS)

<b>Service package name:</b>	<b>Essential</b>
<b>Standard offerings:</b>	Only technical support (labour) during Regular Coverage Hours
<b>Additional offerings:</b>	Remote Service Support on Weekends, Parts coverage, X-Ray Tube Coverage (1 Tube only), Quality Assurance (QA) Test, ePMS Proactive Service

**Terms & Conditions:**

1. Uptime of the Equipment shall be calculated using the following formula:

Number of hours the main equipment is available in a year

Uptime = -----

365 x 24 - (downtime hours for planned maintenance services)

2. Downtime will not include time taken by Company service personnel for Preventive Maintenance Service and any delay at the Customer's end with regard to placing purchase orders for parts or making payment, delay in clearance of parts from Customs/Octroi and transportation to the site and any delay by the customer in making the Equipment available for service. It is clarified that for the purpose of Downtime calculations, service calls logged in only through the Company call centers will be considered.
3. The Equipment must be connected all the time to InSite™ - GE Healthcare's powerful broadband based service network in order to avail of the applicable Offerings. It is the responsibility of the Customer to obtain and maintain broadband internet connection at his own cost.
4. The availability of a particular Offering shall depend on the Equipment type and model.
5. IMS Device installed at Customer's site is a property of the Company and the Customer gets a limited license to use it during the Period of Agreement. The Company has the right to take the IMS device back once the MSA expires. In the event the IMS device gets damaged due to any reason attributable to the Customer or gets lost from the Customer's site, the customer shall be liable to pay the full price of the IMS Device as determined by the Company.

## GENERAL TERMS AND CONDITIONS OF SERVICE:

### I. VALIDITY

This Agreement is valid for the period specified on the face of this Agreement and the parties may mutually extend the term with such escalation in the price as may be mutually agreed to by the parties.

### II. SCOPE OF SERVICE

Wipro GE Healthcare Pvt. Ltd. (hereinafter referred to as the "Company") will provide the service described herein during the hours indicated on this Agreement except on Company observed holidays.

1. 'Preventive Maintenance Service' inspections as described by the Company will be performed as scheduled. These inspections may include items such as lubrication, periodic maintenance activities, tuning and calibration, functionality checks and image audits. The inspection time shall be mutually agreed in advance. Company service personnel (hereinafter referred to as the "Service Personnel") will be given full and free access to the Equipment to perform these inspections. Notwithstanding anything to the contrary contained anywhere else in this Agreement, the Customer will be entitled to Preventive Maintenance Service inspection only after the Customer has executed this Agreement. If the due date for Preventive Maintenance Service inspection for the Equipment(s) falls on a date when this Agreement has not yet come into effect due to non-execution of the Agreement by the Customer, the Customer's entitlement to such required Preventive Maintenance Service inspection shall automatically lapse on such due date and the Company shall stand absolved of all its obligations and/or liabilities to conduct such lapsed Preventive Maintenance Service inspection during the remaining term of the Agreement.

The Service Personnel shall make three attempts (prior to the due date of the Preventive Maintenance Service inspection of the respective Equipment) to schedule mutually agreed time in advance with the Customer to conduct Preventive Maintenance Service inspections. If the Customer fails to provide a confirmed time slot to the Service Personnel in the third attempt or fails to provide full and free access to the Equipment after confirming the time slot in the third attempt, the Customer's entitlement to such Preventive Maintenance Service inspection under this Agreement shall be forfeited and the Company shall stand absolved of all obligations and/or liabilities to conduct such Preventive Maintenance Service inspection.

2. 'On-call Remedial Maintenance Service' (breakdown calls) will be performed as required for setting right the malfunction of the Equipment and replacement of unserviceable parts. 'Parts Replacement' as required, shall be as per terms agreed to between the parties and as per

f) Any additional service required due to moves, additions, or changes to the Equipment;

g) The cost of factory reconditioning of the Equipment if reasonably necessary because repair or parts replacement by GE at the Site cannot maintain it in satisfactory operating condition, and such factory reconditioning will be done on a mutually agreeable schedule;

h) X-ray tubes, Vacuum parts, Detector, Crystals, ultrasound probes, cryogen as applicable or supply items external to

the prices/rates in force at the time of replacement. The parts replaced shall either be a new or refurbished and equivalent in performance to a new part. Labour to install replacement parts is included in the price of replacement parts. In Pro-care (Labour only) contracts any parts needing replacements shall be replaced at the sole discretion of the Company, which will be charged to and payable by the Customer additionally, at the rates prevalent when the parts are replaced. Parts covered under Maxi-Care (Limited Spares) Contracts & Comprehensive Contracts, shall be replaced at the sole discretion of the Company at no additional charge. In case of replacement of any part(s), the defective part removed from the system will become the property of the Company.

3. Exclusions: In addition to the specific exclusions covered on the face of this Agreement, this Agreement shall not cover the following:

- a) Supply of consumable items, unless explicitly otherwise agreed in writing;
- b) Any item/accessory, which is not supplied by the Company;
- c) Consultation or training to assist Customer's development or modification of any software or protocols not provided by the Company or General Electric Company (hereinafter referred to as the "GE");
- d) Material and labor costs associated with reusing existing facilities (wire, termination fields, network facilities, Equipment room, peripherals, adjuncts) and temporary installation of Equipment for testing, training and other purposes;
- e) Any service, components or parts replacement, or downtime required as the result of (i) a design, specification, software program, protocol, or instruction provided by Customer; (ii) Customer's failure to fulfill any of Customer's obligations or responsibilities under any agreement; (iii) the failure of anyone other than the Company or GE or their contractor to comply with Company's or GE's written instructions or recommendations; (iv) Customer combining the Equipment with any item of others or with any incompatible GE item; (v) any alteration or improper storage, handling, use, or maintenance of any part of the Equipment by anyone other than GE or its contractor; (vi) design or manufacturing defects, specifications, or functionalities in any non GE item; and (vii) anything external to the Equipment, including building, van, or trailer structural deficiency, power surge, fluctuation or failure, or air conditioning failure and (viii) Customer's failure to provide and adhere to the specified or recommended Power, Grounding, AC/Temperature, Humidity or other environmental conditions necessary for optimal health of the equipments;

9. The Maintenance charges indicated is for the use of the Equipment for only one shift operation i.e. prime shift of 8 hrs. Failure in Equipment or any of its parts arising out of multiple shift operation and/or overuse of Equipment will not be covered under this maintenance contract, and shall be payable by the Customer extra separately

10. In case any third party, not authorized by the Company

Equipment, accessories and consumables are not included in the price mentioned herein, unless specifically mentioned on the face of this Agreement. All accessories (Printers, UPS, Broadband connection etc) supplied with the Main Equipment are for specific function of the Equipment. The Company reserves the right to forthwith terminate the Agreement and / or withdraw the benefits associated with the accessories, at its sole discretion, if the accessories are found to be used for alternative / personal use.

4. End Of Support Announcement: In the event GE or any manufacturer of an item of Equipment being supported under this Agreement makes a general commercial announcement regarding an end of product life, or that GE or manufacturers will no longer offer support agreements for the Equipment or part of the Equipment or provide a particular support agreement feature or option, then upon prior written notice to Customer, GE may, at its option, remove any such item(s) of Equipment, feature(s), or option(s) from this Agreements, with an appropriate adjustment of charges, without otherwise affecting such Agreements.

5. Regular hours of coverage for providing service shall be 9:00 a.m. to 6:00 p.m. Monday to Friday, subject to availability of Service Personnel. The Company will provide, at the Customer's request, emergency service outside Agreement hours for which Customers shall pay additionally for such service rendered on the prevailing daily rate for charged services proportional to the extra off-hours spent by the Service Personnel.

6. Uptime calculation, where applicable, will be based on regular hours of coverage (9 a.m. to 6 p.m.) Downtime will not include delays by customers for placing purchase orders for parts, making payment, clearance of parts from Customs/Octroi and transportation to the site. If the Customer continues to obtain images after notifying the Company of the Equipment failure, the Equipment would be considered to be in working condition and no downtime compensation/penalty of any kind will be applicable/payable.

7. Service Personnel response times (telephone/onsite) and spares delivery time are indicative only and shall not have any bearing on uptime calculation.

8. The maintenance charges indicated herein, exclude any and all applicable taxes and governmental levies, and the Customer shall be liable to bear such levies/taxes, due under any law. Any new service taxes, levies or customs duty on parts announced by the Government will be chargeable extra over & above the agreed

#### **V. TERMINATION**

Notwithstanding any other terms of this Agreement, the Company may terminate this Agreement at any point by giving a thirty (30) days advance written notice to the other party. In the event of such termination, the Company shall retain the right to adjust any advances received from the Customer towards any and/or all outstanding dues of the Customer. In the event the Customer wishes to terminate the Agreement before the term, Customer may do so by give a written notice thirty (30) days in advance. In the event the Customer exercise the option to terminate the contract, he shall be responsible to bear all the taxes paid by the Company. The Company reserves the right to adjust this

attempts any repair on the Equipment this Agreement shall stand null & void and the liability for repairing the Equipment will not rest with the Company from the date of such repair/knowledge of repair.

11. The Customer shall be responsible for maintaining the site and environment including temperature, humidity control, incoming power quality, air conditioning and electrical requirements as recommended by the Company.

Any damage due to deviations from these, at the Customer's end will not be covered under this Agreement.

12. The Customer shall be solely liable and responsible to pay the applicable taxes, including any increases there to, in respect of services availed by the Customer.

13. The Customer, making payment net of tax deducted at source, shall be required to furnish the appropriate Tax Deducted at Source certificate at the earliest but no later than 1 year from the invoice date, failing which the Customer will have to make good the unpaid amount on account of tax so deducted.

#### **III. REVISION OF CHARGES**

The Company reserves the right to revise the maintenance charges provided for herein, arising out of but not limited to, revision in the global service charges, revision in price of parts, fresh taxes/levies, custom duty, rate, local currency depreciation and such other Government regulations by giving written notice to the Customer.

#### **IV. DELINQUENT PAYMENT**

Timely payment by the Customer shall be the essence of this Agreement. Customer shall pay the installments within seven (7) days from the due date, appearing on the face of this Agreement, failing which the Company will charge an interest thereon at the rate of 24% p.a. for each day of delay or terminate this Agreement, as per the terms mentioned herein. In the event that the payment due under this Agreement remains unpaid for a period of more than thirty (30) days after it becomes payable, all uptime, response time commitments and penalty claims due to the Customer (as per terms of the Agreement) shall be automatically cancelled without notice. The Company shall have the option to stop future services and/or terminate this Agreement, without prejudice to its rights in respect to any payment due on or before the termination date, by giving written notice of termination to the Customer. The Company may waive this right, on the Customer paying the amount due together with interest @ 24% per annum for the lapsed period within ten (10) days of receipt of notice of termination. Payments by cheque shall be treated as not having been made until such time the cheque is cleared.

#### **VIII. SERVICE MATERIAL USE AND DATA ACCESS**

1. In connection with the installation, configuration maintenance, repair and/or deinstallation of the Equipment, the Company might deliver to the Site, along with the Equipment or separately, and store at the site, attach to or install on the Equipment and use, materials that have not been purchased by or licensed to the Customer. The Customer hereby consent to (i) this delivery, storage, attachment, installation and use (ii) to the presence of Company's locked cabinet or box on the site for storage of this property, and (iii) to Company's removal

amount against any advance received/ due from the Customer. The Customer shall also be liable for the contract amount on pro-rata basis or actual amount incurred by the Company during the period of the contract, whichever is higher.

**VI. SUBCONTRACT**

The Company may subcontract to its contractors/dealers of the Company's choice, any of the service obligations to the Customer.

**VII. LIMITATIONS OF THE LIABILITY**

The Company shall not be liable for failure to keep any Equipment in working order when such failure is due to causes beyond its reasonable control (Force Majeure reasons, including but not limited to war, floods, earthquakes, strikes and government intervention) as well as any maintenance, repairs of replacement caused or required by or resulting from the fault or negligence of the Customer or non authorised personnel performing maintenance or providing service. liable for any losses, damages, arising out of claims of nonfunctioning, breakdown and/or any other complaints regarding the functioning of any Equipment or part thereof if the Customer allows/permits any unauthorized person/agent to open, repair, service such Equipment or part thereof. The Company reserves the right to terminate this Agreement, without giving notice, if it finds that the Equipment has been opened, serviced and/or repaired by unauthorized person/agent. The Company shall not be held liable for any defects, nonperformance, under-performance of parts/spare parts supplied by third party(s). All and any recourse for the Customer shall only be against the original manufacturer/third party of such parts/spare parts. The Company shall not be responsible for free replacement of the parts/spare parts. In any case, Company's liability arising out of this Agreement shall not exceed the amount received from the Customer under this Agreement and in no event shall the Company be liable for loss of data, lost opportunity or profits, costs or special, consequential, incidental and indirect losses arising from the use/non-use of the Equipment/parts covered under this Agreement. Company expressly disclaims all implied warranties of merchantability or fitness for a particular purpose of any part supplied under this Agreement. of all or any part of this property at any reasonable time, all without charge to the Company. The presence of this property within the Site will not give the Customer any right or title to this property or any license or other right to access, use, or decompile this property. Any access to or use of this property (except in compliance with Company's written direction to determine Equipment performance on Company's) and any decompilation of this property by anyone other than Company's personnel is prohibited. The Customer agrees to use reasonable efforts to protect against damage or loss and to prevent any access to or use of decompilation of this property contrary to this prohibition.

2. The Customer permits the Company to connect to the Equipment, or to otherwise access data related to the Equipment or the service support provided, and to allow the Company to gather, aggregate, compile and use Equipment usage data in various ways including quality initiatives, benchmarking, and reporting services. The data collected by the Company will be used, during and after the term of this Agreement, in a manner that will maintain patient and Customer level anonymity. The Company will treat patient information as confidential and comply with any applicable laws concerning the confidentiality of patient information.

**IX. SOFTWARE LICENSE**

The Company grants to the Customer a non-exclusive, nontransferable license to use for internal business only the GE Healthcare software, third-party software and associated user documentation provided here under by GE Healthcare to the Customer in a manner consistent with the license scope and other restrictions set forth in this Agreement (herein "Licensed Service Materials"). Customer may permit its employees, agents and independent contractors to use the Licensed Service Materials under the terms of this Service Agreement; provided, that Customer is responsible for any acts of its employees, agents and/or independent contractors which are inconsistent with this Service Agreement. **The Customer acknowledges that receipt of certain Licensed Materials may require the Customer, his agents or independent contractors to register as a user of the Licensed Materials.**

**X. 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.

**XI. GENERAL**

This Agreement becomes effective only upon written acceptance by location Service Manager of the Company. This Agreement and any amendments attached hereto signed by both parties constitute the entire Agreement and understanding between the Customer and the Company concerning the subject matter hereof. Any representations, promise, modifications, waiver, or amendments shall not be binding upon either party unless in writing and signed on behalf of each by a duly authorized representative. If the whole or any part of the provision of this Agreement is void, unenforceable, or illegal, it is served and the remainder of this Agreement has full force and effect. This Agreement is governed by, and shall be interpreted in accordance with, the laws of India and is subject to exclusive jurisdiction of courts in Bangalore, India.



## **Annexure I- Terms & Conditions- Probe Purchase & Repair Services**

### **1. DEFINITIONS**

- a) "Customer" is the buyer of the Products.
- b) "Core" means a 'probe' product owned by Customer that is equivalent to a Product and is repairable.
- c) "Loaner" means a Company product or troubleshooting kit that is loaned to but not sold to Customer.
- d) "Order" is the written purchase order provided by Customer to purchase Products from Company.
- e) "Product(s)" refers to Company's probe product(s) identified on the Order or quote to Customer, which may be (i) "Repaired Products", which are repaired or refurbished Product, or (ii) "Original Products", which are original Products manufactured by Company or a third-party manufacturer.
- f) "Services" means any repair services set forth in Section 2.
- g) "Specifications" means the applicable manufacturer's standard specifications for the Products.
- h) "Company" means Wipro GE Healthcare Private Limited.
- i) "Probe" means probe used in an ultrasonography equipment.

### **2. SALE; SERVICES; CUSTOMER'S OBLIGATIONS**

- a) Outright Sale. If Customer solely buys a Product without an exchange of Core, no Loaner or Services are applicable.
- b) Exchange; Core Submission. With the exception of an outright sale of Product set forth in Section 2a or unless otherwise agreed in writing by the parties Products sold by Company, shall be provided on an exchange basis with Customer providing a Core to Company. Customer shall provide the Core to Company either (i) prior to receipt of the Product from Company, or (ii) within five (5) business days of receipt of the Product. If the Core is not received within such five (5) business day period, Customer shall pay the full market outright price for the Product delivered to Customer.
- c.) Core Evaluation & Determination. Customer hereby authorizes Company to conduct extensive evaluations of any Core or other defective product provided to Company, which may include, among other practices, full disassembly, and Customer agrees to hold Company harmless from any damage caused during such process except Company willful misconduct. Upon receipt of a Core by Company, Company shall conduct its evaluation and upon completion of evaluation, Company shall obtain Customer's approval for the designated course of action, which may be: (i) repair of Core by Company, (ii) Company sells to Customer a Product and keeps the Core, and (iii) Company keeps the Core and Company sells the Loaner to the Customer. Any Core or other defective products that may have been altered or previously repaired or that may have internal damage that is not identifiable through Company's standard evaluation process could require additional work and charges over and above what is reflected in a Company quote and may impair Company's ability to repair the Core or other products, and therefore, Company reserves the right to alter the pricing quoted or to decline to repair defective Core or other products.

- d. Core Submission. Customer shall provide written documentation that shall clearly reference Company's RMA and be returned in Company's original package or by using generally accepted industry standards with the RMA reference number clearly visible on the box. All shipping, handling and packing expenses relating to the return of the Core shall be the responsibility of Customer.
- e. Loaner. In certain cases, Company may loan a Loaner to Customer during the period of repair Services and, upon Company request, Customer agrees to return the Loaner to Customer and all Loaners shall be returned to Company in the same condition as such Loaner was received by Customer. If a Loaner is damaged during shipments or while in Customer's possession, Customer shall reimburse Company for costs of repair or replacement, in Company's discretion.
- f. Additional Charges. In addition to any other remedies Company may have and charges set forth on the applicable quote or Order, (i) if Company ships a Loaner to Customer and Customer's Core or other defective product(s) is (are) not received by Company within five (5) business days thereafter, Customer shall pay Company a minimum Rs. 25,000/- per week per Loaner item until the Loaner is returned, and if the Core is not received by Company within thirty (30) days, Customer will be charged for the full market outright price of the Loaner item, and (ii) if Company ships a Loaner to Customer and Company later delivers Product (in exchange for Core) to Customer, if the Loaner is not returned to Company within five (5) business days (ten (10) business days for International shipments) thereafter, Customer shall pay Company a minimum Rs. 25,000/- per week per Loaner item until the Loaner is returned, and if the Loaner is not received by Company within thirty (30) days, Customer will be charged for the full market outright price of the Loaner item, (iii) if Company has received the Core or other defective product and provided a recommended course of action for repair or exchange under Section 2(c), Customer shall have five (5) business days to respond, and if Customer has not so responded within such period, Customer shall pay to Company a minimum Rs. 25,000/- per week per Loaner item until items are returned and if the Loaner is not received by Company within thirty (30) days, Customer will be charged for the full market outright price of the Loaner item, and (iv) If, after Company has recommended a course of action for repair or exchange under Section 2(c), Customer requests a return of the Core or other defective Product and rejects any Service or Product by Company, Customer shall pay Company a minimum Rs. Rs. 25,000/- evaluation fee and the applicable Loaner fee for the use of any Loaner items.

### **3. PRICING; TAXES; DISCLOSURE**

a) Prices provided in quotes expire in seven (7) days, but may be changed by Company at any time without notice. Prices for Products set forth in an accepted Purchase Order or prices for Products accepted by Customer are binding. Unless Customer provides Company with an appropriate tax exemption certificate reasonably in advance of the date of sale the Product, Customer agrees to pay all applicable taxes (including GST) arising from this Agreement including any sales, use, excise, property, or similar federal, state, or local taxes, and will promptly reimburse Company for all amounts paid or payable by Company in discharge of the foregoing taxes. b) All list prices for repairs and replacements are subject to change without notice based on market value fluctuations.

### **4. INVOICING AND PAYMENT.**

a) Invoices are payable in Indian Rupees only. Upon request, Company will provide payee, wire and payment address information. Unless otherwise expressly agreed in writing, Customer shall pay all invoices net cash on or before the thirtieth (30th) day following the date of invoice. Company reserves the right at any time to require full or partial payment in advance if, in the Company's judgment, Customer's financial condition does not warrant proceeding with the terms specified.

b) Overdue payments shall be subject to finance charges computed at a periodic rate of the lesser of one and one half percent (1.5%) per month or the maximum rate permitted by applicable law. Customer also will reimburse Company for reasonable costs (including attorneys and collections' fees) relating to collection of past due amounts. Any credits that may be due to Customer under this Agreement or any other Company agreements may be applied first to any outstanding balance.

### **5. ORDERS; PRODUCT ACCEPTANCE; RETURN**

a) Customer's Order shall include a valid PO Reference Number, physical ship-to address, bill-to and contact information, accurate Product description, quantity, unit price, total Order amount, applicable GST information and method of shipment. Verbal Orders are not accepted.

b) Customer may not cancel or change any Orders accepted by Company; provided, if Company accepts a cancellation, it shall be subject to a cancellation charge of up to 10% of the Order value.

c) Customer shall be deemed to have accepted a Product delivered by Company under the Agreement on the earlier of: (i) if Company installs the Product, one (1) business day after Company notifies Customer that it has completed assembly and the Product is in compliance with the warranties herein; (ii) if Company does not install the Product, two business (2) days after delivery of the Product to Customer; or (iii) if earlier, the date the Customer first uses the Product for patient use. Unless otherwise specified, Company assumes no obligation to install any Products sold or to place them in working order at the Customer's premises.

d.) Products may not be returned to Company without Company's prior written consent, and if Company does

consent, the return shall be made using Company's standard Return Material Authorization

(RMA) process. All returns shall be shipped in Company's original package or by using generally accepted industry practices to ensure safe transport of the materials and have the RMA reference number clearly visible on the box. Failure to obtain a RMA reference shall result in forfeiture by, Customer of any reimbursement by Company.

All shipping, handling and packaging expenses relating to Product returns shall be the responsibility of Customer, and Customer shall also pay Company a restocking fee equal to the following percentage multiplied by the Product Price, as follows : (i) if Product is returned unused and in unbroken packaging, then (a) if returned in less than 5 business days, a 15% fee, or (b) if within 5-10 business days, a 25% fee, or in more than 10 business days, the full outright price of the Product, or (ii) if Product is returned unused and the seal on packaging is broken, (a) if returned in less than 5 business days, a 25% fee, or (b) if within 5-10 business days, a 50% fee, or in more than 10 business days, the full outright price of the Product.

### **6. RISK OF LOSS; TITLE; DELIVERY**

a) All products shipped by Company are shipped Free-On-Board (F.O.B) origin, Customer is responsible for payment of freight and for arranging and paying for insurance against Product damage or loss until delivery to Customer, and title to and risk of loss of Products pass to Customer at Company's shipping dock

b) Unless otherwise agreed in writing, methods and routes of shipment of Products will be selected by Company, however, Company assumes no obligations in connection with shipment and all shipments shall be insured by Customer. Customer assumes all risk of shipment, delivery, loss, damage, or delay.

### **7. BUYER'S REPRESENTATIONS; INSURANCE; INDEMNITY.**

a) Customer represents and warrants that it owns all Core submitted to Company and subject to no liens or encumbrances.

b) Customer shall carry all applicable insurance to cover the shipment and use of the Products.

c) Customer shall indemnify and hold Company harmless from any and all claims, liabilities, damages, or expenses resulting from Customer's return of Core or other products, Customer's use, export or import of Products and any intellectual property infringement in respect of Products.

### **8. WARRANTIES; DISCLAIMER; REMEDIES**

a) With respect to Repaired Products, Company represents and warrants to Customer that Repaired Products will be functional under normal and intended use for a ninety (90) days period following the date of invoice of the Product, provided Company makes no warranty that such Product conforms to the Specifications b) With respect to Original Products, Company represents and warrants to Customer that such Original Products are free from defects in materials or workmanship in all material respects and all Products conform in all material respects to the Specifications for three-hundred sixty (360) days following delivery of the Product.

all future deliveries on the order without further liability or obligation of any kind. Products on which delivery is delayed

c) No representations or warranties are made in respect of Loaners.

d) A valid, timely warranty claim shall be made by Customer through the Company's standard Return Material Authorization (RMA) process, either by calling or e-mailing Customer Support using the information on the quote or Product invoice.

e) The foregoing warranties do not apply after the applicable warranty period expires and do not cover misuse, modification or unauthorized use of Products.

f) Customer's sole remedy for a breach of warranty by Company is for Customer to make a timely, written warranty claim to Company and Company to repair or replace the Product that is subject of the breach of warranty; provided, however, if Company, in its sole discretion, determines that the Product cannot be so remedied, Company may satisfy its obligations hereunder by providing to Customer an equitable refund or credit for such Product. If a Product is not covered under warranty, Company may still repair Products, provided that Customer pays Company its time and materials rates and costs.

g) Company makes no intellectual property or non-infringement warranties and Company assumes no obligation or liability for or with respect to infringements of patents, copyrights, trademarks or other proprietary rights arising out of Customer's use, possession, sale or delivery of any Products sold hereunder.

h) EXCEPT AS EXPRESSLY SET FORTH HEREIN, SUPPLIER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

#### **9. CONFIDENTIALITY.**

Customer shall keep confidential all pricing and other confidential information of Company.

**10. LIABILITY.** EXCEPT FOR WILLFUL MISCONDUCT, SUPPLIER'S MAXIMUM LIABILITY UNDER OR IN CONNECTION WITH THIS AGREEMENT SHALL NOT EXCEED THE PRICE OF THE SERVICES OR PRODUCTS PAID TO SUPPLIER INVOLVED IN THE CUSTOMER CLAIM. IN NO EVENT SHALL SUPPLIER BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR SPECIAL LOSSES OR DAMAGES, INCLUDING WITHOUT LIMITATION, LOST REVENUES OR PROFITS, OR THE COST OF COVER OR SUBSTITUTING PRODUCTS OR SERVICES, WHETHER BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR OTHER TORT, INDEMNITY, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY.

#### **11. FORCE MAJEURE**

Company shall not be liable for any loss or damage resulting from any delay in delivery or failure to deliver of Products which is due to any cause beyond Company's control including, without limitation, acts of nature, unavailability of supplies or sources of energy, riots, wars, fires, epidemics, lockouts, strikes, and slowdowns, delays in delivery by the Company's vendors, or acts or omissions of Customer. If as a result of any such cause, any scheduled delivery is delayed for a period in excess of 10 Days, Company may at its option, by written notice to Customer, rescind that and

due to any cause within Customer's control may be placed in storage by the Company at Customer's risk and for its account.

#### **12. MISCELLANEOUS**

a) Any terms and conditions inconsistent with or contradictory to the terms hereof are rejected; provided Product identification and prices of an accepted Order or Products, shall be incorporated herein. This Agreement, which includes the Product identification and prices, contains the entire understanding between Customer and Company with respect to the subject matter hereof and merges and supersedes all prior and contemporaneous agreements, dealings, and negotiations. No modification or amendment shall be effective unless made in writing and signed by duly authorized representatives of both parties. No waiver of any breach hereof shall be held to be a waiver of any other or subsequent breach.

b) If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such determination shall not affect the validity of the remaining provisions.

c) Customer may not assign this Agreement or any portion thereof without the written consent of Company. This Agreement is binding on and inures to the benefit of the parties hereto and their respective successors and permitted assigns.

d) This Agreement is to be construed and interpreted according to the laws of India. If good faith attempts at resolution of disputes are not successful, each party submits to the jurisdiction of the courts located in Bangalore, India for any claim or dispute arising out of this Agreement.

e) Unless otherwise agreed in writing by the parties, all notices to the other party in respect of this Agreement shall be sent to the other party at the address on the Order.

f) Customer is solely responsible for export and import of Products or any technical data, and any violation of applicable export and import laws is a material breach hereof.

g) Company and Customer are independent contractors.

h) This Order may be signed in counterparts and facsimile and PDF/scanned signatures shall be deemed original signatures.

i) Any change or amendment to these conditions shall be agreed to by all parties in writing.

#### **13. SURVIVAL**

The provisions of Sections: 2, 3 and 7-12, shall survive the termination or expiration of this Agreement.



## **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](mailto: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**

FOR ORDER WITH CUMULATIVE VALUE OF <b>&lt;= RS. 50,000/-</b>		FOR ORDERS WITH CUMULATIVE VALUE OF <b>&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	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)**

	Order.		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><u>If You are Our channel partner/ dealer:</u></b> You will need to make the entire payment in advance through the Website's online payment gateway.		<b><u>If You are Our channel partner/ dealer:</u></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.