



GE Healthcare
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<http://www.gehealthcare.com/uk/en/>

EU Definium Tempo Pro x 2

Quotation

For St Helens and Knowsley Hospitals NHS Trust
Mr. Ian Sutton
Warrington Road
Prescot
L35 5DR

Offer No 2009424672.3
Date: 21/11/2022

Your Contact Khalid Oozeer
Direct Phone 07557 601 701
E-mail: khalid.oozeer@ge.com

PRODUCT DETAILS

I. EU Definium Tempo Pro

Qty.	Catalog Ref	Description
2	S2402BS	Definium Tempo Pro Base System with OTS (UHL)
2	S1402DP	Control Room Monitor
2	S39252JE	5/6m OTS Rails
2	S1400BRSL	Bridge and Cable Management Select
2	S1400PBE	65kW High Frequency Generator
2	S1402APRW	Wireless Kit - Global
2	S1201LX	Radiology Control Interface Module (RCIM2)
2	S2000WA	e-IFU TechPub collector
2	S2100SWS	Standard arm wallstand
2	S1402CSWS	Wall Stand Cable Select
2	S1200WSLK	Wall Stand Insert Direction Selection
2	S2003AC	100 cm Wallstand Grid
2	S2007AC	180 cm Wallstand Grid
2	S2402TBL	Performance Table
2	S1402CSTBL	Table Cable Select
2	S39222RR	Patient Hand Grips
2	S2001AC	110 cm Table Grid
2	S3001DM	FlashPad HD 3543 Wireless Integrated Digital Detector - 35x43 cm (14x17 in)
2	S3003DG	Detector Handle without Grid for FlashPad HD 3543
2	S3000GM	Detector Grip Sticker for FlashPad HD 3543
2	S3000DQ	Clip-on grid 8:1 for HD 3543
2	S3003DX	Weight Bearing Cover for FlashPad HD 3543 Detector
2	S3000DT	Detector battery charger for HD 3543
2	S3000DN	Detector battery for HD 3543
2	S3001DK	FlashPad HD 2530 Wireless Integrated Digital Detector - 25x30 cm (10x12 in)
2	S3000GK	Detector grip for HD2530
2	S3000DS	Detector battery charger for HD 2530
2	S2000BIN	Detector charging bin
2	S3000DL	Detector battery for HD 2530
2	S2009AC	Grid Holder Assembly
2	S2000TTDH	Lateral Detector Holder - Table Mount
2	S2400TIB	Tether Interface Box
2	S2400TIBCL	Tether for FlashPad HD Detector - 10 m
2	S1400AGE	Auto Grid
2	S1402PEE	AutoRad Package
2	S1500IRC	Infrared Remote Control
2	A82000XR	Welcome pack – 8 Credits
4	A00021RF-NEW	2 days included onsite application RF
2	E46001TD-PD	PDB Type 4



PRICE SUMMARY

Qty.	Product
2	I. EU Definium Tempo Pro
Total Discount Applied 59.36 %	
458,620.61 GBP	
TOTAL PRICE excluding VAT	
314,000.00 GBP	
VAT 20.00%	
62,800.00 GBP	
TOTAL PRICE including VAT	
376,800.00 GBP	

SPECIFIC CONDITIONS:

Validity of offer	30 th November 2022
Billing terms	95% before shipment- 5% acceptance
Shipping terms	CUSTOMER SITE
Payment terms	30 Net
Standard Warranty	12 months
	Some products have an extended coverage, refer to product long description for details

Please note that the items listed as 'Icats' are Locally sourced items ("LSI's") from 3rd parties and may not have gone through all internal GE Healthcare reviews as may be required under our Quality Management System, Sourcing procedures or otherwise. For this reason GE Healthcare cannot currently guarantee the availability of such LSI's, or the timing thereof.

Should (one or more of) such LSI's not be available or should their availability be delayed, GE Healthcare reserves the right to find a replacement item/supplier, or can, alternatively, opt for a cancellation/refund, for only the LSI('s')."

Should you place an order against this quote, please send your Purchase order to:

GE Medical Systems Limited

Pollards Wood
Nightingales Lane
Chalfont St Giles
Buckinghamshire HP8 4SP

E-Mail: sales.gehc-uk@ge.com

Fax: 01709 480300

Khalid Oozeer
Account Manager



PRODUCT OPTIONS

I. EU Definium Tempo Pro

Qty.	Catalog Ref.	Description	Net Price (GBP)
2	S2000AC	100 cm Table Grid	4,367.20
2	S1400CME	Intelligent Workflow Suite	36,388.88
18	W50042RD	Focus contract with full coverage	380,474.46



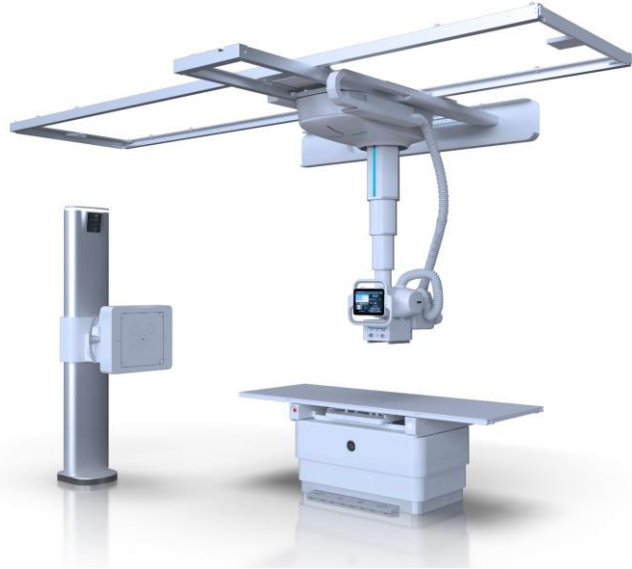
LONG DESCRIPTIONS

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S2402BS – Definium Tempo Pro Base System (UHL)

Definitive insights. Exceptional experience.

Definium Tempo is a versatile, digital radiographic, overhead tube suspension (OTS) system powered by GE's FlashPad™ HD high resolution detectors and Helix™ 2.1 advanced image processing software. Acting like a personal assistant, the Definium Tempo system helps your team deliver consistent, highly automated, efficient imaging exams that impart clinical confidence. These benefits are all provided with a low total cost of ownership.



Definium Tempo Pro with 4 axes motorized OTS with auto-tracking functionality

The OTS system with 4-axes of motorized movement delivers highly automated and efficient imaging with auto-positioning, auto-tracking, and auto-angulation and can be used for advanced imaging applications.

Auto Positioning: Movement to predefined positions linked with the exam

Auto Tracking: Standard vertical tracking aligns the OTS to the wall stand detector position. Reverse vertical tracking aligns the wall stand detector to the OTS. Table vertical tracking maintains the table / OTS SID

Auto Angulation: Motorized OTS tube rotation to customized angles with detector moving to maintain alignment when applicable.

The OTS 12 inch touch screen user interface allows complete workflow control without returning to the acquisition workstation. Navigate through the workflow, start an exam, show patient info, add /change views in the exam, adjust techniques and positioning choices. Selections available for FOV, kV and mAs.

Position the OTS automatically with UI selected, motor driven movements or manually with dedicated directional buttons or with a large, fast response, all release area. A system readiness light clearly communicates system status with warning messages displayed on screen. The OTS UI and the Acquisition



Workstation UI are synchronized to allow control at both locations.



Live Streaming Video

A camera situated on the tube provides live video streaming of the patient imaging area onto the acquisition workstation console to monitor the patient status, movement and orientation before an X-ray is taken.



Helix™ 2.1 image processing, on-device artificial intelligence (AI) for consistent image quality despite variations in exam conditions

Helix 2.1 advanced image processing algorithms harness the full high-resolution power of FlashPad HD detectors to deliver exceptional image quality despite challenging exams conditions.

Helix 2.1 algorithms are designed to deliver outstanding resolution, excellent edge presentation, consistency, and noise handling. The algorithms incorporate the following capabilities:

- Auto Shuttering
- Raw Radiation Rejection
- Grid Line Reduction
- Detail Preserving Noise Reduction
- Localized Contrast Enhancement
- AutoGrid (optional)
- Multi-resolution processing
- Tissue Equalization
- AI Smart Brightness and Contrast
- Multiple customizable looks
- Real-Time IP Looks
- IQ Compare

IT Security Pack Features

- **Anti-Virus and Intrusion Detection:** Enabled. Anti-virus software monitors files (read or execute) and report errors to user.
- **Anti-Virus scanning:** Real-time or on-demand
- **Virus Signature Update:** Updates via local USB or site ePO server
- **FIPS Compliance:** Complies with FIPS 140-2 validated tools and libraries for data encryption or hashing
- **TLS:** Encrypted data transition using Transport Layer Security

This catalog includes the following items:

- System PC (WorkStation) w. English Keyboard
- Systems Cabinet
- 2-Axis Motorized Performance OTS w. Camera Kit
- Software Collector (Helix™ Advanced Image Processing)
- Technical Publication
- Remove Patient Orientation Tag SW License

- Multi Patient Print
- IT Security Pack
- Dose Structured Report
- Labels (UDI, Rating Plate)

S1402DP – 24-inch Monitor

The Acquisition Workstation is an operator's console, is the primary interface to the network, and provides image post-processing capabilities.

This version comes with the non-touch 24-inch (61-cm) monitor



The common workflow UI, shared with GE mobile radiography products, is designed so that technologists can learn the product quickly and move across a GE radiography fleet with low training costs between equipment.

The System Controller Module (S1201LX) provides single point control, directing and coordinating overall system operation, while monitoring all system modules automatically through software.

S1400BRSL - Bridge and Cable Management Select

OTS Bridge with the select between the cable chain or cable drape for cable management

S1400PBE - 65kW High Frequency Generator

65kW generator configuration including tube. Main specifications- Generator type: High frequency - Tube voltage range: 40 to 150 kV- Tube current range: 10 to 800 mA- Loading time range: 2 to 2000 ms- Current time product range: 0.25 to 630mAs (for tube large focal spot: 0.63-630 mAs; for tube small focal spot: 0.25-500 mAs) - AEC max. backup: 512mAs and/or 2000ms- AEC Nominal Irradiation Shortest Time (NIST): 2 ms

S1402APRW - Wireless Kit - Global

Wireless kit for rest of world excluding U.S and Japan. The wireless kit includes a wireless access point (AP), power cable and ethernet cable to the system. An AP bracket is also provided for ease of installation.

S1201LX - Radiology Control Interface Module (RCIM2)

Radiology Control Interface Module (RCIM2) for all countries except China

S2100SWS - Standard arm wallstand

The Digital Tilting Wallstand is designed for radiography applications with the patient standing, sitting or lying on a gurney.

Main functionalities

- The wallstand travel range of 150 cm offers a large patient coverage opportunity up to 192 cm. With its streamlined design, the wallstand fits neatly into small examination rooms.
- Full radiographic patient coverage to obtain maximal diagnostic information at each exposure
- The electromagnetic brakes secure the vertical motion.
- The motorized detector housing vertical and tilting movement of the wallstand can be controlled from a foot switch or an infrared remote control for flexibility in manipulation
- Robust design for high confidence in all situations, with anti-collision safety device for titling
- Auto-tracking to maintain automatic alignment between the OTS and detector, including tube longitudinal and angulations.
- An information display panel indicates the exposure hold, grid type, tilting degree, and system ready status

Main specifications

- Vertical travel range: 150 cm
- Standard Arm length: 91 cm
- Maximum patient coverage: 192 cm vertical
- Minimum distance from floor to center of the detector: 28,5 cm
- Maximum height from floor to center of panel: 178.5 cm
- Tilting range: -20° to 90° with -20°, 0°, 90° detent position
- Tray detector sizes: 35x43 cm either orientation, and compatible for 20x25 cm
- Motorized detector housing vertical and tilting movement.
- Manual detector housing vertical and tilting movement compatible.

S2003AC - 100 cm Wallstand grid

When necessary a 100 cm wallstand grid can be inserted in the wallstand detector tray housing. An interlock within the receptor senses the new grid.

Main specifications

- Range: 90 – 118 cm
- Vertical orientation
- 13:1 ratio
- 70 lines/cm

S2007AC - 180 cm Wallstand grid

When necessary a 180 cm wallstand grid can be inserted in the wallstand detector tray housing. An interlock within the receptor senses the new grid.

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Main specifications

- Range: 145 – 245 cm
- Vertical orientation
- 13:1 ratio
- 70 lines/cm

S2402TBL – Performance Table

The elevating table for the Definium Tempo is designed for high patient loads and ergonomic operation. The fully flat top smooths patient loading, particularly from a stretcher, and simplifies cleaning.



- **Motion control:** Motor driven elevating, manual 2-way (left-right, front-back) floating tabletop with detector longitudinal motorized motion
- **Auto Tracking:** Automated detector longitudinal tracking to align with the OTS tube (including tube longitudinal position and angulation)
- Weight limit: 350 kg (771 lbs.) dynamic
- Tabletop material: Carbon-fiber composite
- AEC support: 3 ion chambers

A rear foot pedal is available as an option (S1402FFP) enabling to control the table from both sides.

S39222RR - Patient hand grip

Patient hand grip

Two hand grips are optional with the system. These serve to keep the patients' hands away from the tabletop edges and to give patients a feeling of security. The grips are not intended to support the weight of patients. For increased patient safety, the patient hand grips can be used during all examinations. The grips slide onto the side rails of the tabletop. They can be locked in place in any position along the side rails with the thumbscrews.

Main functionalities

- The patient hand grip slide onto the side rails of the tabletop. It can be locked in place in any position along the side rails with the thumbscrews.

S2001AC - 110 cm table grid

110 cm table grid

When necessary a 110 cm table grid can be inserted in the table detector tray housing. An interlock within the receptor senses the new grid.

Main specifications

- Range: 95 – 130 cm
- Vertical orientation
- 12:1 ratio
- 70 lines/cm

S3001DM - FlashPad HD3543

FlashPad HD3543 for magnificent images

The FlashPad HD3543 is a 100-micron resolution wireless digital detector designed to provide high image quality at low dose to help radiologist make confident diagnostics.

Main functionalities

- FlashPad HD detectors increase functionality and can produce comparable quality images with potentially lower dose than traditional computer radiography (CR) cassettes and other flat panel detectors with lower DQE
- Detector battery can take up to 60 exposures per hour and provide enough power for 5 hours of use on a single charge
- Single panel (non-tiled) amorphous silicon detector with a directly deposited cesium iodine scintillator.
- 802.11n 5GHz link between system and detector
- Supports automatic channel switching to improve image transfer and avoid wireless interference with hospital network



Main specifications

- Pixel pitch: 100 microns
- Pixel matrix: 3524 x 4288 pixels
- Typical DQE @ 0lp/mm: 75%
- Include QAP (Quality Assurance Procedure)
- Available with 6:1 or 8:1 removable grids
- Image area: 13.8 in x 16.6 in
- Weight: 3.2kg (7.1 lbs.)

An easy 4-step detector registration

- Tether detector to system
- Add detector within wireless detector window
- Identify detector as primary or secondary
- Name the detector

1.

Once registered, detector sharing allows the detector to work across multiple Optima XR240amx systems with no additional configuration required.

Pairing enables registered detectors to connect wirelessly (802.11) to the host system.

S3003DG - Detector Handle without Grid for FlashPad HD 3543

Optional detector handle for use with the 35x43 cm (14x17 in) detector for added ergonomics.

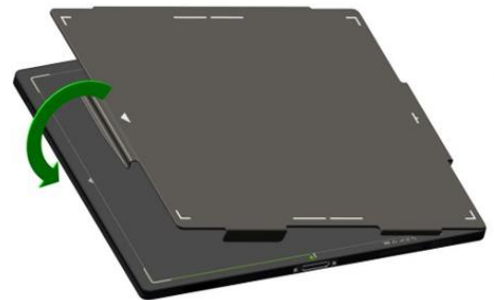
S3000GM - Detector grip sticker for FlashPad HD 3543

This Grip Sticker is applied to the back of the detector and provides additional texture to the surface for improved handling.

S3000DQ - 8:1 grid holder for 14x17 detector

FlashPad HD3543 8:1 grid holder

The digital detector grid is integrated with a holder that fits the detector exactly. The grid and detector are keyed to allow for proper alignment and attachment. Once together, you may handle the grid and detector as one unit with the same weight limits.



Main specifications

- Optional Grid: 8:1 grid ratio horizontal: lp/cm = 70
- Focal Distance = 130cm, Focal Range 100-180cm
- Weight, 14 × 17 8:1 Grid Assembly: 1.37 Kg (3.02 lbs.)

S3003DX - Weight Bearing Cover for FlashPad HD 35 x 43cm Detector

The Weight Bearing Cover protects the FlashPad HD 3543 detector during weight-bearing exams. The cover allows a 590 kg (1300 lb) load applied over a 25 cm (9.75 in)

S3000DT - Detector battery charger for 14x17

FlashPad HD3543 detector battery charger

The detector battery charger enables to charge backup batteries for FlashPad HD detectors. The charger is specific to the detector size and displays the status of the battery pack. Two batteries can charge at the same time if needed.



S3000DN - Detector battery for 14x17

FlashPad HD3543 detector battery

The removable battery is for use as the side panel detector battery for the FlashPad HD3543 specifically. The battery lasts for 60 images per hour on a 4-hour life.



S3001DK - FlashPad HD2530

FlashPad HD2530 for magnificent images

The FlashPad HD2530 is a 100-micron resolution wireless digital detector designed to provide high image quality at low dose to help radiologist make confident diagnostics.

Main functionalities

- FlashPad HD detectors increase functionality and can produce comparable quality images with potentially lower dose than traditional computer radiography (CR) cassettes and other flat panel detectors with lower DQE
- Detector battery can take up to 60 exposure per hour and provide enough power for 2.5 hours of use on a single charge
- Single panel (non-tiled) amorphous silicon detector with a directly deposited cesium iodine scintillator.
- 802.11n 5GHz link between system and detector
- Supports automatic channel switching to improve image transfer and avoid wireless interference with hospital network



Main specifications

- Pixel pitch: 100 microns
- Pixel matrix: 2508 x 3004 pixels
- Typical DQE @ 0lp/mm: 75%
- Include QAP (Quality Assurance Procedure)
- Available with 6:1 or 8:1 removable grids
- Image area: 11.7 in x 9.8 in
- Weight: 1.9kg (4.2 lbs.)

An easy 4-step detector registration

1. Tether detector to system
2. Add detector within wireless detector window
3. Identify detector as primary or secondary
4. Name the detector

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Once registered, detector sharing allows the detector to work across multiple Optima XR240amx systems with no additional configuration required.

Pairing enables registered detectors to connect wirelessly (802.11) to the host system

S3000DS - Detector battery charger for 10x12

FlashPad HD2530 detector battery charger

The detector battery charger enables to charge backup batteries for FlashPad HD detectors. The charger is specific to the detector size and displays the status of the battery pack. Two batteries can charge at the same time if needed.



S2000BIN - Detector charging bin

Charging bin for Flashpad HD detectors independent slots for 10x12 and 14x17 or 17x17 detectors for simultaneous charging

S3000DL - Detector battery for 10x12

FlashPad HD2530 detector battery

The removable battery is for use as the side panel detector battery for the FlashPad HD2530 specifically.



S2009AC - Grid holder assembly

Grid holder assembly

The grid holder assembly lets you hold 4 grids maximum for storage purposes.

S2000TTDH - Table Detector Holder

Wireless DR detector holder, designed specifically for GE, secures the detector in a vertical position on the tabletop for cross-table imaging.

S1400AGE - Auto Grid

Software to be used in lieu of a physical anti-scatter grid to improve image contrast in general radiographic images by reducing the effects of scatter radiation.

S1402PEE - AutoRad Package

Auto Rad includes the following applications:- Auto Protocol Assist- Repeat-Reject Analysis- Auto Field of View

A82000XR - Welcome pack – 8 Credits

Get the best use of your GE Equipment with the GE CARES program.

The Welcome pack is an option offering you 8 credits to be used at your convenience, after the Start me Up application days.

The Education credits packages are designed to provide flexible training options to be used in promoting learner retention, supporting employee turnover needs and allows for efficient and effective skill development. Credits may be used for Clinical Education on GEHC Diagnostic Imaging products located at Customer's facilities.

Credits may be used for trainings conducted at Customer's facility, via remote training sessions, at GE Healthcare Academies and GE Healthcare partner sites as follows (upon availability):

1-hour remote training	1 credit
1-day classroom for 1 person	4 credits
1-day remote classroom	4 credits
1-day immersion for a radiographer	4 credits
1-day onsite training at customer's facility	8 credits
Access to 1 remote only Elevate package for 5 participants	8 credits

Credits are valid for 12 months from Equipment warranty start, or date of signed agreement if purchased standalone. Unused Credits at the end of this period are forfeited without refund or credit. Additional credits may be available for purchase separately.

A00021RF – 2 days included onsite application RF

Customized on-site Application training

A 2-day on-site training to allow users to start & run their activity independently. Training sessions are set up with radiographers and radiologists to teach them how to operate their system step-by-step. The users are trained on the review workstation to be autonomous and perform their daily activities.

- **Target attendees:** Radiographers, Technologists, Radiologists, Physicians, Cardiologists
- **Course Leader:** GE Clinical Education Specialist
- **Certification:** GE Healthcare Education Certificate
- **Language:** Local Language when available or English
- **Number of Participants:** Maximum 4 people per session
- **Expiry date:** Available during the warranty period





LONG DESCRIPTIONS FOR OPTIONS

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S2000AC - 100 cm table grid

When necessary a 100 cm table grid can be inserted in the table detector tray housing. An interlock within the receptor senses the new grid.

Main specifications :

- Range: 90 – 120 cm
- Vertical orientation
- 12:1 ratio
- 70 lines/cm

S1400CME - Intelligent Workflow Suite

Software to be used for the camera based workflow features.

W50042RD - Focus contract with full coverage

Focus Standard Package - Basic Service Level Agreement

Flexibility – Standard Service Contract Coverage with the choice of options (with or without Special Parts)

Key Performance indicators*:

- **Remote response time in less than (working hours)*** - Providing broadband connectivity and maintain such connection as required by GEHC to allow GEHC to provide Telemaintenance Services (if remote connection is not provided, GEHC reserves the right to charge the Customer for onsite support at GEHC's then current pricelist).
- **Onsite intervention within (working hours)***
- **Uptime commitment (%)***

* Depends on Country specific Services contract Terms & Conditions: please verify with your local Service Sales Representative. If no additional service package selected (Power Speed Package or Trust Educational Package).

Included in the contract

OEM Care Program:

- Access to local Service Center during working hours
- Unlimited Remote Support via **InSite™** technology
- Preventive maintenance (Frequency and duration complying to current OEM recommendations)
- Unlimited number of corrective maintenances
- Standard parts coverage
- Special parts coverage (If applicable: tube, detector, coils, ...)

Digital services:

- Unlimited access to **iCenter and MyGEHealthcare App 24/7**
- **iLinq** remote access 24/7

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- Customer service mobile application (Service history and incident notification)

With Focus standard package, you are supported by intelligent digital solutions to help maintaining high-quality standards:

Insite is a service platform engineered for a fast and efficient response.

- Quick connection to one of our technical remote experts
- Problem diagnosis and remote fix (Restart your activity within 2-3 hours after an incident in 50% of the cases)
- Faster Parts delivery (If needed parts allocation is directly triggered by remote engineers).
- Providing broadband connectivity and maintain such connection as required by GEHC to allow GEHC to provide Telemaintenance Services (if remote connection is not provided, GEHC reserves the right to charge the Customer for onsite support at GEHC's then current pricelist).

iCenter - Your GE asset management platform: Make better decisions with greater insight.

- Secured and personalized web service platform
- Online Access: to full maintenance history and planning
- Clear Status: of your equipment in real time
- Visibility: on your maintenance contract and replaced parts
- Asset utilization tool: monitors the activity of your assets
- Facilitate your decisions
- Help increase staff productivity
- **Register here**

MyGEHealthcare App – Create and track your service requests anytime and anywhere.

- Create and track service requests to completion
- View service request history and upcoming planned service
- Clear Status: of your equipment in real time
- Access engineer debrief data
- Get real-time push notifications for every step of the service process
- **Download the app here**

iLinq - Raise a request for support (Technical or clinical), using a simple icon on the operator console

GE Healthcare/ Terms and Conditions of Sale/ United Kingdom and Ireland

1. GENERAL

1.1 In these Terms and Conditions:

The Buyer or the Customer means the person, firm, company or other organization who or which has ordered Products and/or Services from GEHC;

GEHC means the GE Healthcare group company referred to in the final written offer, quotation or order acknowledgement or, if none, the GE Healthcare company making the supply;

The Contract means these Terms and Conditions, and any further terms specified in GEHC's final written offer, quotation or order acknowledgement.;

The Equipment means all electronic equipment, hardware and other electronic or mechanical items agreed to be supplied by GEHC, excluding any consumables and spare parts sold separately;

The Goods means all items agreed to be supplied by GEHC other than the Equipment and Software;

The Products means any Goods, Equipment or Software agreed to be supplied by GEHC; "SaaS" or software as a service, means an application service under which a non-exclusive and non-transferable access and use of a GEHC web or mobile-based platform and/or software application and associated support is provided. Specific provisions for SaaS are set out in Section 9. For SaaS, Section 9 shall prevail and take precedence over any conflicting provision in any other section of these Terms and Conditions;

The "SaaS Subscription," means a subscription to SaaS application service; The Services means all advice given and services, including SaaS, performed by GEHC;

The Software means any firmware, software or data compilations (i) identified in the Contract or (ii) provided to Buyer by GEHC in connection with installation or operation of the Equipment. For the avoidance of doubt, Software shall not include any "open source" firmware, software or data compilations, as any such "open source" firmware, software or data compilations will be subject to the terms and conditions set out in the relevant "open source" license.

1.2 These Terms and Conditions shall apply to the exclusion of any conditions of the Buyer. These Terms and Conditions may not be varied or waived except with the express written agreement of GEHC. The failure of GEHC to enforce its rights under the Contract at any time, for any period of time, shall not be construed as a waiver of any such rights.

2. PRICES AND QUOTATIONS

The price of the Products and/or Services will be GEHC's quoted price, inclusive of any duties, but exclusive of value added or other taxes. All quotations issued by GEHC for the supply of Products and/or Services shall remain open for acceptance for the period stated in the quotation or, if none is stated, for thirty (30) days. In all other cases, prices payable are those currently in effect in GEHC's then current pricelist, which may include charges for handling, freight, packaging, insurance and minimum orders.

3. PAYMENT

3.1 Unless otherwise agreed in writing or set forth in the Contract, the Buyer shall make payment to GEHC in full, without any set-off:

- (i) no later than thirty (30) days from the date of invoice, in the currency invoiced;
- (ii) solely via electronic funds transfer originating from or cheque drawn on Buyer's account held in the country of Buyer's principal place of business.

3.2 In the event of late payment, GEHC reserves the right:

- (i) to suspend deliveries and/or cancel any of its outstanding obligations; and
- (ii) to charge interest at the lower of (a) an annual rate equal to eight (8) % and (b) any applicable maximum statutory rate on all unpaid amounts calculated on a day to day basis until the actual date of payment.

4. CHANGES AND RETURNS

4.1 GEHC reserves the right, subject to prior written notice, to make any change in the specification of the Products, which does not materially affect the installation, performance or price thereof.

4.2 Products may only be returned with prior authorization from GEHC.

5. DELIVERY/INSTALLATION/ACCEPTANCE

5.1 Any term of delivery shall be construed according to the latest edition of Incoterms. If no other term of delivery has been specified in the Contract the Products will be delivered CIP to Buyer's premises or to the agreed destination.

5.2 GEHC will use all reasonable endeavours to avoid delay in delivery on the notified delivery dates. Failure to deliver by the specified date will not be a sufficient cause for cancellation, nor will GEHC be liable for any loss or damage due to delay in delivery.

5.3 The Buyer shall notify GEHC in writing within five (5) working days of delivery of any short delivery or defects reasonably discoverable on careful examination. GEHC's sole obligation shall be, at its option, to replace or repair any defective Products or refund the purchase price of any undelivered Products.

5.4 Where delivery of any Product requires an export license or other authorization before shipment, GEHC shall not be responsible for any delay in delivery due to delay in, or refusal of, such license or authorization.

5.5 Where the Equipment requires installation, the Buyer shall, at its own cost, be responsible for preparing and maintaining the installation site in accordance with GEHC's pre-installation requirements (such as specifications for power quality/grounding, temperature and/or humidity) and other instructions provided by GEHC. Installation will not begin unless such responsibilities are completed.

5.6 Partial deliveries and related invoicing shall be permitted. If the Buyer fails to accept delivery of the Products within a reasonable period after receiving notice from GEHC that they (or any part of these) are ready for delivery, or if delivery is delayed for reasons attributable to the Buyer (e.g. due to failure by the Buyer to comply with the pre-installation requirements set out in Section 5.5), GEHC may dispose of or store the Products at the Buyer's risk and expense.

5.7 Following installation, and where applicable, GEHC will proceed with final testing using GEHC's published performance specifications and using its standard instruments and procedures. Upon the satisfactory completion of such final testing demonstrating compliance with the above specifications (with any permitted variations/tolerances) GEHC may issue a Test Certificate which shall be conclusive evidence of such compliance and thereupon installation of the Equipment shall be deemed to be complete and in compliance with GEHC's obligations under the Contract. In any event Buyer agrees that the Equipment is accepted (i) seven (7) days after the date on which

GEHC notifies Buyer that final testing was successfully completed, or issues the Test Certificate or (ii) on the date Buyer first uses the Equipment for operational use, whichever is earlier. For partial deliveries this Section applies to each item of Equipment

5.8 Buyer, at its reasonable request, shall be entitled to be present at and to witness the testing and shall not be entitled to raise any objection to testing carried out, or to the results thereof, if Buyer failed to attend when advised that testing was to take place.

5.9 Where Products are supplied by GEHC in returnable containers, these must be returned at the Buyer's expense and in good condition, if requested by GEHC. Title to these containers shall remain with GEHC at all times, but they shall be held at the risk of the Buyer until returned to GEHC. Failure by the Buyer to comply with the above provision shall entitle GEHC to invoice the Buyer for the full replacement value of the containers.

5.10 Buyer shall obtain all necessary permits, licenses or approvals to receive and operate any radiation emitting equipment.

6. RISK AND TITLE

6.1 The risks of loss of and damage to the Products shall transfer to Buyer in accordance with agreed delivery term. Full title to the Goods and Equipment shall pass to the Buyer on full payment. In case of non-payment by the Buyer, GEHC, without prejudice and in addition to any rights it has under Section 3.2 or otherwise, may take back all or part of the Goods and Equipment and dispose of these in any way it seems fit with a view to mitigating the consequences of the non-payment by Buyer (to avoid doubt all depreciation, de-installation and other costs will be borne by the Buyer.)

6.2 In relation to any Equipment used for clinical or diagnostic purposes, the Buyer shall keep adequate written records of the identity of any person or entity to whom the Equipment is transferred and of the location of such Equipment and shall procure that any purchaser of such Equipment is subject to the same requirement in respect of any onward sales.

7. SERVICES

7.1 GEHC is under no obligation to provide Services unless Buyer ensures adequate and safe facilities exist at its premises and that GEHC is properly notified of any hazardous conditions, relevant regulations and safety procedures. In particular, the Buyer shall be responsible for taking all necessary actions prior to GEHC performing the installation/Services to remove and/or remediate any hazardous conditions or materials from the Equipment or service area. If any risks can result from the co-activities between GEHC, Buyer (and/or any third party) in the work area, such risks shall be addressed through a mutually agreed safety coordination plan.

7.2 If the Buyer has purchased a Product or Service including remote access support, the Buyer will permit GEHC to connect to the Products by remote access and maintain such connection as required by GEHC for the performance of maintenance or repair activities as part of GEHC's warranty obligations or otherwise. This may include automatic software downloads and proactive monitoring and access to performance data related to the products, to gather and use products and resource usage data in various ways such as product development, quality initiatives, benchmarking and reporting services. If remote access is not provided, GEHC reserves the right to charge the Buyer for onsite support at GEHC's then current pricelist.

7.3 Buyer shall be responsible for proper management, storage, and disposal of all Service and/or installation-related waste, unless otherwise agreed in writing or GEHC is legally required to take back the materials. Unless the relevant mandatory national legislation provides otherwise, or unless otherwise agreed in writing, GEHC's obligation to take back electrical and electronic equipment waste (WEEE) does not include creation of physical access to the equipment; de-installation; decoupling; disinfecting; craning/lifting; transportation to a ground level loading area or -ramp; packing; or any related similar activities; and Buyer agrees to perform such activities at its own cost as and when required.

7.4 When required by GEHC, Buyer shall make available at least one (1) suitably qualified person who can ensure the safety of GEHC personnel at all times during installation /performance of the Services. If no such person is made available, GEHC reserves the right to charge Buyer at GEHC's then current pricelist for an additional GEHC person to be present.

8. SOFTWARE LICENSE

Unless a separate software license agreement has been concluded concerning the Software, the Buyer is hereby granted a non-exclusive license to use the Software solely in object code format and solely for its own internal business purposes subject to the terms contained herein. The Buyer shall not (i) use the Software for purposes other than those for which it was designed; (ii) use the Software in connection with other manufacturers' products unless such connectivity is authorized in the Product documentation; (iii) grant, assign, transfer, or otherwise make available to third parties any right whatsoever in the Software; (iv) disclose to third parties any information contained in the Software; (v) copy or reproduce the Software (except for one copy for back-up purposes or as may otherwise be permitted by applicable law); (vi) alter or modify the Software; or (vii) reverse engineer, decompile, disassemble or create any derivative works based upon the Software except as expressly permitted by mandatory law.

9. SAAS SUBSCRIPTION

9.1 Scope. GEHC will provide Customer with the SaaS Subscription in accordance with these Terms and Conditions, the Contract and the relevant accompanying documentation.

9.2 Term and Termination. The SaaS term is identified in the Contract and renews automatically for the same duration as the initial term unless otherwise identified in the Contract. Either party may opt not to renew the SAAS Subscription after the initial term or any subsequent renewal terms by providing at least 60 days' prior written notice to the other party. Unless otherwise indicated in the Contract, the SAAS Subscription commences on the date GEHC provides Customer access to the SaaS.

9.3 On termination or expiration of the SaaS Subscription GEHC will remove Customer's access, and Customer must immediately discontinue use of the SaaS and return any associated leased hardware to GEHC.

9.4 Access and Use. Customer must ensure: (i) use of the SaaS is consistent with these Terms and Conditions; (ii) the SaaS is used only for its internal business operations; (iii) the SaaS is not accessed by non-Customers, unless GEHC consents and

then Customer must ensure that any such users comply with these Terms and Conditions and the Contract; and (iv) users maintain individually-assigned confidential user identifications and control mechanisms to access the SaaS. Customer will notify GEHC immediately of unauthorized access to or use of a user name, password or other breach of security. GEHC may disable any user name, password or other identifier if it believes Customer has breached these Terms and Conditions.

9.5. Subscription Hardware. Title to any leased hardware provided with the SaaS Subscription remains with GEHC. Risk of loss and damage to such equipment installed on Customer's site shall pass to Customer on delivery.

9.6. Prohibited Activities. Customer must not use the SaaS, and ensure the SaaS is not used, to: (i) introduce viruses, trojan horses, worms, logic bombs or other harmful material; (ii) modify, reverse engineer, copy or create derivative works of the SaaS; (iii) remove or modify labels or notices of proprietary rights of the SaaS or the accompanying documentation; (iii) use the SaaS outside of the scope and purpose defined in the Contract or accompanying documentation or (iv) use the SaaS in any way that is illegal or adversely affects another person or entity or otherwise exposes them to liability.

9.7. Disclaimer of Warranties. OTHER THAN ANY UPTIME COMMITMENT SET OUT IN THE CONTRACT, IF ANY, THE SAAS IS PROVIDED IN ACCORDANCE WITH ITS DOCUMENTATION ON AN "AS IS" AND "AS AVAILABLE" BASIS. UNLESS OTHERWISE PROHIBITED BY APPLICABLE LAW, GEHC DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OR TO THE ACCURACY, RELIABILITY OR USEFULNESS OF STATEMENTS, CONTENT, OR PRODUCTS OR SERVICES MADE AVAILABLE OR OBTAINED THROUGH THE SAAS.

10. RESTRICTED USE

10.1 With respect to certain Products, use restrictions are a condition of the purchase which Buyer must satisfy by strictly abiding by the restriction as set forth in GEHC's catalogue and/or on the Product and/or accompanying documentation. Buyer is solely liable to ensure compliance with any regulatory requirements related to the Buyer's use of the Products. Any warranty granted by GEHC to the Buyer shall be deemed void if any Products covered by such warranty are used for any purpose not permitted hereunder. In addition, the Buyer shall indemnify GEHC and hold GEHC harmless from and against any and all claims, damages, losses, costs, expenses and other liability of whatever nature that GEHC suffers or incurs by reason of any such unintended use.

10.2 With respect to Products regulatory approved for clinical and medical treatment and diagnostic use, any decisions relating to such treatment and use shall be at the risk of the Buyer and the respective healthcare providers.

11. GENERAL WARRANTY

11.1 Section 11.2-11.5 shall apply in the event no other specific warranty has been agreed in the Contract. As regards any Products covered by a warranty issued by a third party manufacturer, such warranty terms shall apply to the exclusion of Section 11.2-11.5.

11.2 Goods - GEHC warrants that its Goods meet GEHC's specifications at the time of delivery. All warranty claims on Goods must be made in writing within ninety (90) days of receipt of the Goods. GEHC's sole liability and Buyer's exclusive remedy for a breach of this warranty is limited to repair, replacement or refund at the sole option of GEHC.

11.3 Equipment - GEHC's Equipment of its own manufacture is warranted from date of delivery or GEHC completing any agreed installation works, if later, to be free of defects in workmanship or materials under normal usage for a period of one (1) year and any claim shall be submitted in writing within such period. GEHC's sole liability and Buyer's exclusive remedy for a breach of this warranty is limited to repair, replacement or refund at the sole option of GEHC. Such repairs or replacement will not extend the warranty period.

11.4 Software - GEHC warrants, for a period which is the longer of:

- (i) three (3) months from the date of delivery or;
- (ii) in the event the Software is intended to be installed and run on GEHC's Equipment of its own manufacture, twelve (12) months from the date of delivery, that the Software substantially conforms to its published specifications and that the media on which the Software resides will be free from defects in materials and workmanship under normal use and any claim shall be submitted in writing within such period. GEHC does not warrant that the Software is error free or that Buyer will be able to operate the Software without problems or interruptions. GEHC's sole liability and Buyer's exclusive remedy in the event of breach of this warranty is limited to repair, replacement or refund, at the sole option of GEHC.

11.5 Services - GEHC warrants that all Services will be carried out with reasonable care and skill. GEHC's sole liability for breach of this warranty shall be at its option to give credit for or re-perform the Services in question. This warranty shall only extend for a period of ninety (90) days after the completion of the Services and any claim shall be submitted in writing within such period.

11.6 SaaS - the warranty set out in Section 9.7 shall apply to SaaS in the event no other specific warranty has been agreed in the Contract.

11.7 To the maximum extent permitted by applicable law GEHC hereby expressly disclaims, and Buyer hereby expressly waives, any warranty regarding results obtained through the use of the Products, including without limitation any claim of inaccurate, invalid, or incomplete results. All other warranties, representations, terms and conditions (statutory, express, implied or otherwise) as to quality, condition, description, merchantability, fitness for purpose or non-infringement (except for the implied warranty of title) are hereby expressly excluded.

11.8 Unless expressly agreed, GEHC is not obliged to carry out dismantling or re-installation of any Product in connection with any warranty claims.

12. LIMITATION OF LIABILITY

12.1 GEHC shall have no liability under the warranties contained in Section 11 in respect of any defect in the Products arising from: specifications or materials supplied by the Buyer; fair wear and tear; wilful damage or negligence of the Buyer or its employees or agents; abnormal working conditions at the Buyer's premises; failure to maintain the site in accordance with GEHC's pre-installation requirements; failure to comply with user manual, or GEHC's use restrictions or other instructions (whether oral or in writing); misuse or alteration or repair of the Products without GEHC's approval; or if the Buyer is in breach of its payment obligations under this Contract. If

any of the exclusions set out in this Section 12.1 apply, GEHC reserves the right to charge the Buyer for repairing such defect at GEHC's then current pricelist.

12.2 Subject to any express obligation to indemnify, neither party shall be liable for any indirect or consequential, or punitive damages of any kind from any cause arising out of the sale, installation, use or inability to use any Product or Service, nor for, without limitation, loss of profits, goodwill or business interruption.

12.3 The total liability of GEHC arising under or in connection with the Contract, including for any breach of contractual obligations and/or any misrepresentation, misstatement or tortious act or omission (including without limitation, negligence and liability for infringement of any third party intellectual property rights) shall be limited to damages in an amount equal to the amount paid to GEHC under the Contract.

12.4 The exclusion of liability in these Terms and Conditions shall only apply to the extent allowed according to applicable law.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 Where the Buyer supplies designs, drawings, and specifications to GEHC to enable it to manufacture non-standard or custom made Products, the Buyer warrants that such manufacture will not infringe the intellectual property rights of any third party.

13.2 All intellectual property rights in the Products and/or Services shall at all times remain vested in GEHC or its licensors.

14. DATA PROTECTION

14.1 The Buyer and GEHC shall comply with data protection laws applicable to their respective processing of personal data under the Contract.

14.2 Where GEHC, its affiliates and suppliers may process patient personal data stored in Equipment or Software when performing the Services, the following provisions shall apply:

- (i) The Buyer has the sole and exclusive authority to determine the purposes and means of the processing of patient personal data by GEHC. GEHC shall process such personal data only for the purposes of providing the Services in accordance with the Buyer's instructions.

- (ii) The Buyer shall endeavor to limit the disclosure of patient personal data to GEHC to that reasonably necessary to perform the Services.

- (iii) GEHC shall keep patient personal data confidential and shall implement technical and organizational measures to protect it against accidental unlawful or unauthorized destruction, loss, alteration, disclosure or access.

- (iv) GEHC may transfer personal data relating to patients to recipients located in countries outside of the European Economic Area in connection with provision of Services. Such transfers will be subject to the BCR for Processors www.ge.com/bcr or other transfer mechanism approved by the European Union authorities.

14.3 Prior to returning any equipment to GEHC, the Buyer shall decontaminate it and ensure that all personal data, including but not limited to patient personal data stored in such equipment is deleted. The Buyer acknowledges that, in any case, all data and settings stored in the returned equipment may be deleted by GEHC.

14.4 Prior to and during the Contract, the Buyer may provide GEHC with personal data relating to their personnel or other individuals involved in the use of Products or Services. The Buyer consents to the processing of this personal data by GEHC, its affiliates and suppliers, and shall, to the extent legally required, provide appropriate notice to each individual or obtain requisite consent to such processing of his or her personal data for the following specific purposes: (i) performing the Contract; (ii) transferring personal data (iii) satisfying legal or regulatory requirements and iv) other purposes described by GE Privacy Policy available at www.ge.com/privacy.

14.5 GEHC may transfer personal data relating to the Buyer's personnel or other individuals involved in the execution of the Contract to recipients located in countries outside of the European Economic Area. Such transfers will be subject to a transfer mechanism approved by the European Union authorities

14.6 The Buyer agrees that GEHC may process certain de-identified and/or aggregated data for the purposes described in Section 7.2.

15. HEALTH AND SAFETY

The Buyer shall ensure that:

- (i) the Products (provided such Products comply with its specifications) are suitable and safe for the Buyer's intended use;
- (ii) the Products are handled in a safe manner.
- (iii) containers, packaging, labelling, equipment and vehicles, where provided by the Buyer, comply with all relevant national and international safety regulations.

16. INDEMNITIES

Except where a claim arises as a direct result of the negligence or breach of contract of GEHC, the Buyer shall indemnify GEHC in respect of any claim which may be made against GEHC:

- (i) arising in connection with the Buyer's unintended or unauthorized use of the Products or Services;
- (ii) alleging that the Buyer's use of the Products or Services infringes the intellectual property rights of any third party

17. INSOLVENCY

In the event that the Buyer becomes insolvent or applies for bankruptcy or, being a company, goes into liquidation (other than for the purposes of reconstruction or amalgamation), GEHC shall be entitled immediately to terminate the Contract without notice and without prejudice to any other rights of GEHC hereunder.

18. ASSIGNMENT - SUBCONTRACTING

Seller may assign or novate its rights and obligations under the Contract, in whole or in part, to any of its affiliates or may assign any of its accounts receivable under this Contract to any party without Buyer's consent. Buyer agrees to execute any documents that may be necessary to complete Seller's assignment or novation. Seller may subcontract portions of the work, so long as Seller remains responsible for it. The delegation or assignment by Buyer of any or all of its rights or obligations under the Contract without Seller's prior written consent (which consent shall not be unreasonably withheld) shall be void.

19. FORCE MAJEURE

19.1 A party shall not be liable in respect of the non-performance of any of its obligations to the extent such performance is prevented by any circumstances beyond

its reasonable control including but not limited to, strikes, lock outs or labour disputes of any kind (whether relating to its own employees or others), fire, flood, explosion, natural catastrophe, epidemics, pandemics or any other severe causes threatening health, acts of government, military operations, blockade, sabotage, revolution, riot, civil commotion, war or civil war, acts or threats of terrorism, plant breakdown, computer or other equipment failure and inability to obtain equipment.

19.2 If an event of force majeure exceeds one (1) month a Party may cancel the Contract without liability.

20 EXPORT CONTROL

The Buyer undertakes not to re-export the Products without the requisite export license from the relevant body of the United Nations or other similar international organization, the United States Government, the country of origin or the original country of export. The requirement to obtain a license may vary depending on the country of destination, the end user, the end use and other factors. Upon request from GEHC the Buyer shall furnish GEHC with copies of all documents relating to such re-export.

21. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the substantive laws of the country or state where the GE Healthcare group company (or relevant branch) office referred to in the Contract is situated and the parties hereby submit to the non-exclusive jurisdiction of the courts of that country or state.

22. PRODUCT-SPECIFIC TERMS AND CONDITIONS

Additional terms and conditions govern the sale of certain Products and Services. These additional terms and conditions are available from the sales offices of GEHC and shall take precedence in the event of any inconsistency with these Terms and Conditions.

23. TRANSLATIONS AND LOCAL VARIATIONS

Translations of these terms and conditions are available from the sales offices of GEHC. In some territories, local variations to these Terms and Conditions may apply. If so, such variations shall take precedence in the event of any inconsistency with these Terms and Conditions.