

## **GE HealthCare Technology & Innovation Center (HTIC)**

### **STANDARD TERMS & CONDITIONS OF PURCHASE FOR LOW VALUE GOODS & SERVICE ORDERS-- (October 2023)**

- 1. ACCEPTANCE AND TERMS AND CONDITIONS:** This purchase is subject to all of the terms and conditions set forth herein. This Order does not constitute an acceptance by HTIC of any offer to sell, quotation, or proposal. Any variation of the terms of this Order is not binding upon HTIC unless specifically accepted by HTIC in writing, and HTIC hereby rejects such proposed modifications. This Order is intended by the parties as a final, complete, and exclusive expression of their agreement.
- 2. PRICES & TRANSPORTATION:** If no firm or other price appears, no payment in excess of any monetary limitation appearing on the face of the Order shall be permitted without prior written approval of HTIC. Pricing shall not be adjusted without prior written approval of HTIC. Unless otherwise stipulated on the face of this Order, goods shall be shipped "FOB" Destination and title to said goods to pass to HTIC upon delivery. No charges for unauthorized transportation are permitted.
- 3. PAYMENT:** Payment terms are stated on the face of the Purchase Order. Unless otherwise stated on the face of this Order, payment terms are due net one-hundred and twenty (120) days from the Payment Start Date. The Payment Start Date is the later of 1) the delivery date identified on the Order, (2) the received date of the goods and/or services in HTIC's receiving system or (3) the date of receipt of valid invoice by HTIC. Seller's invoice shall in all cases bear HTIC's Order number. HTIC shall be entitled to reject any invoices failing to note HTIC's Order number or that are otherwise inaccurate, and any resulting delay in payment shall be Seller's responsibility. Seller warrants that it is authorized to receive payment in the currency stated in this Order.
- 4. DEFAULT:** Time is of the essence with this Order. If Seller for any reason anticipates difficulty complying with any obligations under this Order, Seller must promptly notify HTIC in writing. All materials and services provided will be in accordance with HTIC's relevant specifications. With regard to Seller's noncompliance with this Order, and except in instances of delay beyond the reasonable control and without the fault or negligence of Seller or its suppliers, HTIC reserves the absolute right to cancel this Order, or any portion thereof, and demand compensation for losses, costs, or damages resulting from such noncompliance. In the case of unsatisfactory services, HTIC may afford Seller 14 days to cure performance. HTIC shall also have available all other remedies provided in law or in equity. If it is determined that HTIC has improperly terminated this Order for default, such termination shall be deemed a Termination for Convenience.
- 5. WARRANTIES:** Seller warrants that: (a) goods sold hereunder will be free of claims by third parties, clear of title, of merchantable quality, free from defects in design, workmanship and materials, fit for the particular purposes for which purchased, and provided in accordance with requirements supplied by HTIC; (b) services shall be performed by qualified personnel in a safe manner, conform to the requirements of this Order, and fit for the purposes intended; (c) Seller has all required permits and licenses necessary to perform this Order. All warranties shall be effective for one year after final performance/delivery and any attempt by Seller to disclaim or restrict any such warranties or remedies of HTIC, by acknowledgment or otherwise, shall be void and ineffective without HTIC's written consent. HTIC shall not be responsible for payment of any task performed unsatisfactorily or for defective parts/ materials.
- 6. REJECTIONS:** If this Order includes the supply of goods and the goods are found at any time to be defective or not in conformity with this Order, HTIC, in addition to other rights it may have by law, at its sole discretion may: (a) reject and return such goods at Seller's expense; (b) require Seller to promptly, and at Seller's cost, inspect the goods and remove and replace non-conforming goods with conforming ones. If HTIC elects option (a) above, risk of loss will be pass to Seller upon HTIC's delivery to the common carrier.
- 7. CHANGES:** HTIC may at any time make changes to any undelivered portions of this Order. If such changes cause an increase/decrease in cost or time required for Seller's performance, an equitable adjustment shall be made in price and/or completion date. Any claim by Seller for such adjustment must be asserted within thirty (30) days from receipt by Seller of notification of change; however HTIC may act upon any such claim asserted at any time prior to final payment.
- 8. NON-ASSIGNMENT:** Assignment of this Order or any interest herein without written consent of HTIC shall be void.
- 9. SET-OFF and INTERNATIONAL OFFSET:** HTIC shall be entitled at all times to set off any amount owed at any time from Seller to HTIC (or any affiliates) against amounts payable at any time by HTIC. Seller agrees at HTIC's request to assist HTIC in obtaining set- off credits.
- 10. COMPLIANCE WITH LAWS:** (a) Seller warrants and certifies that it will comply with all applicable federal, state, and local laws and regulations of the countries of intermediate and final delivery of goods/services, including without

limitation those related to export control. (b) Seller warrants that any and all products containing steel or steel raw stock, e.g., sheet or bar, ("Steel Products") supplied by Seller pursuant to this Purchase Order does not contain any "Hazardous Materials" or "Hazardous Substances" as defined by the U.S. Department of Transportation, the U.S. Environmental Protection Agency, or the U.S. Occupational Safety and Health Administration. Seller further warrants that it has obtained such Steel Products from a North American steel supplier or vendor that maintains written policies and procedures requiring the scanning and/or monitoring of such Steel Products for radioactive content.

**11. SELLER'S CONFIDENTIAL & PROPRIETARY INFORMATION:** Any knowledge or information related to this Order that Seller has disclosed/shall disclose to HTIC shall not, unless agreed to in writing by HTIC, be deemed to be confidential or proprietary and shall be acquired by HTIC, free from any restrictions (other than a patent infringement claim), as consideration.

**12. WORK ON GEHC'S OR ITS CUSTOMER'S PREMISES/NETWORK:** If under this Order Seller shall perform work on the premises of HTIC, Seller shall take all necessary precautions to prevent injury to persons or damage to property, and except to the extent that any such injury or damage is due solely to HTIC's negligence, shall defend and indemnify HTIC against any claim which may result in any way from any act or omission of Seller, its agents, employees or subcontractors. Seller shall maintain for the duration of any work under this Order all insurance required by applicable law, as well as in forms and amounts expected of a competent Seller engaged in the same trade under similar circumstances. Seller shall obtain and maintain for the duration of this Order insurance in forms and amounts satisfactory to HTIC. At HTIC's request Seller shall furnish proof such coverages are in effect and shall name HTIC as an additional insured. Nothing in this Paragraph shall be taken as limiting Seller's liability to HTIC or any other party.

To the extent permitted by applicable law, Seller shall, through the utilization of an authorized background checking agency, perform background checks as set out in HTIC Contingent Worker Background Check Requirement which can be found at <https://www.gehealthcare.com/about/suppliers/terms-and-conditions/gehealthcare-technology-and-innovation-center>, prior to (i) stationing any Seller personnel to perform Services at any HTIC location, facility, or work site (for purpose of clarity, "stationing" shall not include HTIC-escorted visits to such locations, facilities, or work sites); (ii) granting access to HTIC networks (i.e., having a HTIC issued single sign-on account) to Seller personnel to perform the Services and/or provide the Deliverables; (iii) assigning Seller personnel to duties that are directly related to the safe operation or security of a HTIC facility or piece of equipment and which, if not performed properly, could cause a serious environmental, health or safety hazard to employees or the general public; or (iv) assigning Seller personnel to a HTIC worksite that is designated in its entirety as "security sensitive," even though the work responsibilities, if performed in another context, would not be security sensitive; and after securing appropriate written authorization from such Seller personnel.

**13. TERMINATION FOR CONVENIENCE:** HTIC may terminate all or any part of this Order at any time by written notice to Seller. Upon termination HTIC and Seller shall negotiate charges that will compensate Seller for costs reasonably incurred prior to the termination. Such costs must be identified by Seller within thirty (30) days of termination.

**14. HTIC'S INFORMATION:** Seller shall keep confidential any information disclosed by, or developed for, HTIC in connection with this Order and shall not use or duplicate such GEHC Confidential Information for any purpose other than to complete this Order, to the extent it is not otherwise publicly available. If disclosures or reproductions are made that are inconsistent with this clause, Seller must provide immediate notice to HTIC. Upon completion/ termination of this Order, Seller shall upon request, promptly return to HTIC all materials incorporating such GEHC Confidential Information, except for one record copy.

**15. INDEMNIFICATION:** Seller agrees to indemnify, defend and hold harmless HTIC from all claims, losses, liabilities, damages, injuries, fines, fees (including legal), and costs in any way resulting from, acts, failures, or breaches of Seller, its subcontractors or agents - unless resulting from HTIC's sole negligence. Seller must upon notice, indemnify and hold HTIC harmless against any claim that any information, or device or process resulting from its use, ("Material") furnished under this Order constitutes infringement of any proprietary right of a third-party; Seller shall pay all damages/costs awarded and associated therewith. In the event said Material is believed by HTIC to infringe or is enjoined by suit, Seller shall at its own expense and option: (a) procure for HTIC the right to continue using the Material and (b) replace the Material with conforming, non-infringing equivalents; or (c) modify the Material so it conforms and becomes non-infringing. However if HTIC reasonably believes Seller is unable to do any of the foregoing, Seller shall remove the Material and refund any fees paid by HTIC for infringing Material and the development, transportation, and installation thereof.

**16. PUBLICATIONS:** Seller agrees that it will not (a) issue any press release, (b) use HTIC's name, logo, photo, etc. in any promotional activity, or (c) otherwise publicly announce or comment on this Order without prior written consent of HTIC.

**17. PAYMENT/RECORDS/EXTRA CHARGES:** Seller shall maintain complete and accurate time records, supplier invoices, expense receipts, and other evidence related to this Order in accordance with generally accepted accounting practices.

HTIC shall have the right to examine such records upon request. No extra charges of any kind will be permitted pursuant to this Order unless specifically agreed to in writing by HTIC.

**18. INDEPENDENT CONTRACTOR and KEY PERSONNEL:** Seller is and shall remain for all purposes an independent contractor and shall have no power, nor represent that it has power, to bind HTIC or to assume or create any obligation, expressed or implied, on behalf of HTIC. At HTIC's request Seller shall immediately remove from any tasks Seller's individuals whom HTIC considers unsatisfactory or undesirable. If key personnel are designated in the work description, Seller shall assign the designated personnel to the work under this Order, unless otherwise agreed by HTIC. If key personnel become unavailable, Seller shall immediately notify HTIC and secure HTIC's approval for substitutions.

**19. INDUSTRIAL PROPERTY RIGHTS:** Industrial property means all intellectual property including patents, inventions, (whether or not the subject of patents or patent applications), copyrights, software, technical data and know-how (whether or not protected as a trade secret); such intellectual property rights do not however, include trademarks, trade names or service marks. All Industrial Property of Seller in existence prior to this Order ("Seller's Existing Industrial Property") shall remain the property of Seller. All Industrial Property of HTIC in existence prior to this Order shall remain the property of HTIC. All Industrial Property, other than Existing Industrial Property, first generated by Seller in the performance of this Order ("Generated Industrial Property") shall be the property of HTIC and Seller shall deliver to HTIC all information pertaining to Generated Industrial Property upon completion/termination of the Order; Seller further agrees to execute or to have executed as appropriate, all documents necessary to assign intellectual property rights in Generated Industrial Property to HTIC. Seller grants to HTIC a right to use any Seller's Existing Industrial Property used or incorporated in or necessary for the use of the Generated Industrial Property to the extent necessary to enable HTIC to use the Generated Industrial Property. HTIC's rights to use Existing Industrial Property include the right to make, have made, use, distribute, sell, import, and export Existing Industrial Property as it relates to Generated Industrial Property, and with respect to Existing Industrial Property subject to copyright protection, the rights to reproduce, prepare derivative works, distribute, perform and display. This grant to HTIC of rights pertaining to Existing Industrial Property is perpetual, irrevocable, and worldwide in scope. Seller shall not attempt to determine HTIC's confidential information from any material or information provided to Seller by HTIC under this Order.

**20. DISPUTE RESOLUTION:** (a) Except as specifically provided for below, the parties intend to resolve with finality all disputes related to this contract exclusively as per this article. (b) All disputes and claims relating to this Order or the breach, termination or invalidation thereof shall upon written notice, be referred to senior management representatives from each of the parties who will confer in good faith in an attempt to resolve the matter. The representatives shall have thirty (30) days from the date of the notice to resolve the dispute. (c) If the dispute is not fully resolved pursuant to paragraph b, either party may seek relief from a court of general jurisdiction located in the State of New York. (f) The parties intend all statements made and documents provided in connection with this resolution process to be confidential and neither party shall disclose the existence, content, or result of the dispute to third parties other than outside counsel. (g) This article shall not bar any party's proprietary or intellectual property right claims.

**21. PRIVACY, DATA PROTECTION & THIRD PARTY SECURITY REQUIREMENTS:** Whenever Seller and/or Seller's personnel/agents, in the performance of this Order, (i) Process Controlled Data or GEHC Confidential Information, (ii) have access to a GEHC Information System, or (iii) Process Personal Data, Seller will comply with the applicable requirements of the GE HealthCare Privacy and Data Protection Appendix (<https://www.gehealthcare.com/about/suppliers/terms-and-conditions>). For the purposes of this Article, "Seller" shall mean Seller and Seller's affiliates, collectively; "Controlled Data" is technical or government information with distribution and/or handling requirements proscribed by law; "GEHC Confidential Information" is information created, collected, or modified by HTIC or GE HealthCare that would pose a risk of causing harm to HTIC or GE HealthCare if disclosed or used improperly; "GEHC Information System" means any systems and/or computers managed by HTIC or GE HealthCare, which includes laptops and network devices; "Personal Data" means any information related to an identified or identifiable natural person; and "Process" means to perform any operation or set of operations, whether or not by automatic means, including, but not limited to, collecting, recording, organizing, storing, adapting or altering, retrieving, accessing, consulting, using, disclosing by transmission, disseminating, or otherwise making available, aligning or combining, blocking, erasing, or destroying. (b) Seller shall comply with all applicable laws relating to the use, dissemination and disclosure of individually identifiable health information, and shall not transfer to HTIC any data that have not been de-identified within the meaning of the Federal Privacy rule 45 C.F.R. § 164.514.

**22. GOVERNING LAW AND LANGUAGE:** This Order is to be interpreted, governed, and enforced in accordance with the laws of New York State, U.S.A., without reference to choice of law provisions thereof. The parties hereby exclude application of the United Nations Convention on Contracts for the International Sale of Goods.