

## **1. General**

### **1.1** In these Conditions:

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

The Company means the GE Healthcare group company referred to in the Contract;

The Contract means any contract for the sale and purchase of Products and/or Services between the Company and the Buyer being any quotation of the Company which is accepted by the Buyer or any order of the Buyer's which is accepted by the Company whichever first occurs;

The Equipment means all items manufactured or supplied by the Company which are of a capital nature including without limitation, instruments, computers, printers and non-expendable accessories/spare parts;

The Goods means all items manufactured or supplied by the Company other than the Equipment including without limitation, biochemicals;

The Products means any Goods or Equipment agreed to be supplied by the Company; and

The Services means all advice given and services performed by the Company.

**1.2** These Conditions shall be incorporated into each Contract and shall govern each Contract to the exclusion of any conditions of the Buyer. These Conditions may not be varied or waived except with the express written agreement of the Company. The failure of the Company 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**

**2.1** The price of the Products and/or Services will be the Company's quoted price inclusive of any duties but exclusive of value added or other taxes. All quotations issued by the Company 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 ninety (90) days. In all other cases, prices payable are those currently in effect. Unless otherwise agreed in writing, extra charges will be made for all applicable handling, freight, content, packaging, insurance or similar costs and a handling charge may be made for small orders.

**2.2** The Company shall not modify prices at any time before delivery to the Buyer unless to reflect any changes to its costs resulting from any alteration in or addition to the Buyer's requirements.

## **3. Payment**

**3.1** Unless otherwise agreed in writing payment in full shall be made to the Company in the currency invoiced no later than thirty (30) days from the date of invoice.

**3.2** In the event of late payment the Company reserves the right:

(i) to suspend deliveries and/or cancel any of its

outstanding obligations; and

(ii) to charge interest at an annual rate equal to 12% on all unpaid amounts calculated on a day to day basis until the actual date of payment.

## **4. Changes**

**4.1** The Company reserves the right to make any change on prior notice in the specification of the Products which does not materially affect the installation, performance or price thereof. The Buyer shall confirm or cancel any order promptly on receipt of such notice.

**4.2** Products may only be returned at Company's option, and with prior authorization. A restocking charge will be applied to shipments returned for exchange or credit.

## **5. Delivery**

**5.1** The Company will select the method of shipment and the carrier to be used, unless otherwise agreed. Unless otherwise agreed, shipment will be F.O.B. (UCC) Company's shipping point to destinations in US and Canada and CIP (Incoterms 2000) place of destination for all other destinations. The Company will not be responsible for any loss or damage to the Products following delivery to the carrier, save that the Company will, unless otherwise agreed, provide insurance coverage for the Products during transit for the benefit of the Buyer. Damaged items cannot be returned without authorisation.

**5.2** If the Buyer fails to accept delivery of the Products within a reasonable period after receiving notice from the Company that they are ready for delivery, the Company may dispose of or store the Products at the Buyer's expense.

**5.3** The Company 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 the Company be liable for any direct, indirect, consequential or economic loss due to delay in delivery.

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

**5.5** Where delivery of any Product requires an export license or other authorisation before shipment, the Company shall not be responsible for any delay in delivery due to delay in, or refusal of, such licence or authorisation.

## **6. Risk and Title**

**6.1** The Buyer shall bear the risk of loss to the Products after delivery to the carrier. Full legal and equitable title and interest in the Goods and Equipment shall pass to the Buyer on delivery to the carrier. The Buyer agrees not to dispose of or resell the Equipment until it has been paid in full.

## **7. Services**

**7.1** Where the Company is to provide Services, the Buyer shall ensure that adequate and safe facilities exist at its premises and that the Company is properly notified of any relevant regulations.

## **8. Restricted Use**

**8.1** With respect to certain Products, use restrictions are a condition to the purchase which Buyer must satisfy by strictly abiding by the restriction as set forth in the Company's catalogue and/or on the Product and accompanying documentation. In no event shall goods stipulated by Company as intended for research and development use be used in a manufacturing process or in manufactured products. The Products shall in no event be used in medical or clinical applications, unless otherwise expressly stated by the Company, and Buyer is solely liable to ensure compliance with any regulatory requirements related to the Buyer's use of Products. Any warranty granted by Company to the Buyer shall be deemed void if any goods covered by such warranty are used for any purpose not permitted hereunder. In addition, the Buyer shall indemnify Company and hold Company harmless from and against any and all claims, damages, losses, costs, expenses and other liability of whatever nature that Company suffers or incurs by reason of any such unintended use.

## **9. Warranty**

**9.1.** Goods - The Company warrants that its Goods meet the Company's specifications at the time of shipment. All warranty claims on Goods must be made within thirty (30) days of receipt of the Goods. The Company'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 the Company.

**9.2** Equipment - The Company's Equipment of its own manufacture is warranted from date of shipment to be free of defects in workmanship or materials under normal usage for a period of one year. The Company'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 the Company.

**9.3** Services - The Company warrants that all Services will be carried out with reasonable care and skill. The Company's sole liability for breach of this warranty shall be at its option to give credit for or reperform the Services in question. This warranty shall only extend for a period of sixty (60) days after the completion of the Services.

**9.4** THE COMPANY 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.

## **10. Limit of Liability**

**10.1** The Company shall have no liability under the warranties contained in Condition 9 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 follow the Company's instructions (whether oral or in writing); misuse or alteration or repair of the Products without the Company's approval; or if the total price for the Products has not been paid.

**10.2** The Company shall in no event 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, including without limitation, loss of profits, GOODWILL OR business interruption.

**10.3** The exclusion of liability in these terms and conditions shall not apply in respect of death or personal injury caused by the Company's negligence.

**10.4** The Company shall not be bound by any representations or statements on the part of its employees or agents, whether oral or in writing, including errors made in catalogues and other promotional materials.

## **11. Intellectual Property Rights**

Where the Buyer supplies designs, drawings, and specifications to the Company 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. All intellectual property rights in the Products and/or Services shall at all times remain vested in the Company.

## **12. Health, Safety and Waste**

The Buyer shall ensure that:

- (i) the specification of the Products is safe for the intended use;
- (ii) the Products are handled in a safe manner; and
- (iii) any waste originating from the Products is disposed of in accordance with any relevant regulations.

## **13. Indemnities**

Except where the claim arises as a result of the negligence of the Company, the Buyer shall indemnify the Company in respect of any claim which may be made against the Company:

- (i) arising in connection with the Buyer's use of the Products;
- (ii) alleging that the use to which the Products are put infringes the intellectual property rights of any third party.

## **14. Insolvency**

In the event that the Buyer becomes bankrupt or, being a company, goes into liquidation (other than for the purposes of reconstruction or amalgamation), the Company shall be entitled immediately to terminate the

Contract without notice and without prejudice to any other rights of the Company hereunder.

variations to these terms and conditions may apply. If so, such variations are available at [www.gelifesciences.com](http://www.gelifesciences.com) and shall take precedent in the event of any inconsistency with these conditions.

#### **15. Force Majeure**

**15.1** The Company 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, military operations, blockade, sabotage, revolution, riot, civil commotion, war or civil war, plant breakdown, computer or other equipment failure and inability to obtain equipment.

**15.2** If an event of force majeure exceeds one month the Company may cancel the Contract without liability.

#### **16. Computer Programme Licence**

Where the Company's Equipment is intended to be used with a particular licensed computer programme supplied by the Company, the use of any other programme shall void the Company warranty. The Buyer is hereby granted a non-exclusive, non-transferable licence to use the licensed computer programme only with the Equipment supplied by the Company. No rights are granted to produce copies of, reverse-engineer, or create any derivative works based upon the licensed computer programme.

#### **17. Governing Law**

If Buyer is in US or Canada: This contract shall be governed by the laws of the State of New Jersey. Any controversies or claims arising from or relating to this Agreement shall be adjudicated exclusively by a federal or state court whose territorial jurisdiction encompasses the State of New Jersey.

If Buyer is in the European Economic Area: This Contract shall be governed by and construed in accordance with the substantive laws of the country where the Company's relevant branch office is situated or, if none, where the Company's principal or registered office is situated and the parties hereby submit to the non-exclusive jurisdiction of the courts of that country.

If Buyer is outside the US, Canada or the European Economic Area: This Contract shall be governed by and construed in accordance with the substantive laws of the country where the Company's principal or registered office is situated and the parties hereby submit to the non-exclusive jurisdiction of the courts of that country.

#### **18. Product-Specific Terms and Conditions**

Additional terms and conditions govern the sale of certain products. These additional terms and conditions are available at [www.gelifesciences.com](http://www.gelifesciences.com) and shall take precedent in the event of any inconsistency with these conditions.

#### **19. Translations and Local Variations**

Translations of these terms and conditions are available at [www.gelifesciences.com](http://www.gelifesciences.com). In some territories, local