

WARRANTY SCOPE

These warranties cover the following GE Healthcare products:

- Magnetic Resonance
- Computed Tomography
- Mammography
- Positron Emission Tomography (including scanners, cyclotrons & chemistry labs)
- Centricity® Clinical Information Systems products (excluding Centricity Physician Office)
- Nuclear
- X-ray
- Surgical Navigation Systems
- Cardiology
- Ultrasound
- Centricity Perinatal System (also known as QS Perinatal System)
- Bone Mineral Densitometry
- Physiological Monitoring
- Anesthesia Delivery
- Respiratory Care
- Image Archive & Information Management Systems
- Gold Seal Preferred
- Phototherapy and other infant care accessories
- Microenvironments, including Giraffe®, Care Plus®, Ohio® Infant Warmer Systems and Panda™ Baby Warmers
- Suction and Oxygen Therapy

This warranty statement incorporates GE Healthcare's Standard Terms and Conditions – Sales and Services (GE Healthcare TC3.22.05REV).

Term Usage. "Warranted Product" is a collective term which includes both the above-listed manufactured equipment and licensed software purchased by and/or licensed to (as applicable) Customer under the relevant GE Healthcare quotation. Where an item of equipment has software code embedded in it, the code will only be considered licensed software under this warranty statement if the applicable GE Healthcare quotation provides a separate part number for that software.

Equipment Warranty. Except as indicated otherwise below, GE Healthcare warrants for 1 year from the Warranty Commencement Date (as defined below) that (i) the equipment will be free from defects in title, material and workmanship under normal use and service and (ii) except for equipment manufactured in compliance with Customer's designs or specifications, the equipment will perform substantially in accordance with GE Healthcare's written technical specifications for the equipment (as such specifications exist on the date the equipment is shipped) (the "Equipment Specifications"). This warranty covers both parts and labor and is available only to end-users that purchase the equipment from GE Healthcare or its authorized distributors. Customers purchasing through an authorized distributor must contact GE Healthcare promptly following such purchase to enable this warranty.

Software Warranty. Except as indicated otherwise below, GE Healthcare warrants for 90 days from the Warranty Commencement Date that (i) the licensed software will perform substantially in accordance with the applicable Licensed Software Documentation (as defined herein), (ii) it has not inserted any Disabling Code (as defined herein) into the licensed software and (iii) it will use reasonable commercial efforts consistent with industry standards to scan for and remove any software viruses before installation of the applicable Warranted Product. Except as indicated otherwise below, GE Healthcare warrants that it has the right to license or sublicense the licensed software to Customer for the purposes and subject to the terms and conditions set forth in GE Healthcare's Standard Terms and Conditions – Sales and Services. As used in this warranty statement, (i) "Disabling Code" means computer code that is designed to delete, interfere with, or disable the normal operation of the Warranted Product; provided, however, that code included in the licensed software that prevents use outside of the license scope purchased for the software will not be deemed to be Disabling Code and (ii) "Licensed Software Documentation" means the GE Healthcare user manuals, on-line help functions, technical specifications and user instructions regarding the operation, installation and use of the software as made available by GE Healthcare to Customer.

Pre-owned Equipment. GE Healthcare's Gold Seal Preferred Products (certain pre-owned GE Healthcare equipment) are provided with GE Healthcare's standard warranties carrying the same duration as the new equipment warranty, but in no event exceeding one year (unless otherwise provided in writing by GE Healthcare). Gold Seal Exchange Products are provided "AS IS". Multi-Vendor Preferred Products (pre-owned non-GE equipment) are provided with a limited warranty, which is stated in the applicable GE Healthcare quotation for such equipment. Except as expressly provided in this paragraph or in the applicable GE Healthcare quotation, used and/or pre-owned equipment is not warranted by GE Healthcare.

Supplies and Accessories. GE Healthcare's warranty for its supplies and accessories (sometimes identified by catalog numbers starting with the letter "E") that are shipped with Warranted Products is included in a separate warranty statement, which is available at www.gehealthcare.com. GE Healthcare X-ray and Image Intensifier Tubes and Maxiray X-ray Tubes are covered by a separate warranty statement, which is available upon request. Supplies and accessories for Datex-Ohmeda, Inc. Anesthesia, Respiratory Care and monitors carry a warranty of (a) 12 months for reusable products and (b) the earlier of first use or expiration date for disposable products.



GE Healthcare

Third-Party Software and Equipment. Except for the warranty of title and right to license warranty above, this warranty statement does not cover Third-Party Software and Equipment (as defined herein) delivered with the Warranted Products (normally identified by NL or NW series numbers in GE Healthcare's quotation). "Third-Party Software and Equipment" means any software or equipment with a separate part number on the GE Healthcare quotation (i) delivered to Customer in the third-party manufacturer/supplier's packaging and with its labeling or (ii) for which GE Healthcare expressly indicates (either in the GE Healthcare quotation or in the product documentation) that the software or equipment is provided with the third-party manufacturer/supplier's warranty in lieu of a GE Healthcare warranty. Such products are covered by the third-party manufacturer/supplier's warranties, to the extent available. Anesthesia monitor mounting solutions Third-Party Software and Equipment purchased directly from GE Healthcare will not be treated as Third-Party Software or Equipment.

WARRANTY COMMENCEMENT

Unless expressly provided otherwise in this warranty statement, the warranty period begins (the "Warranty Commencement Date") on the 7th day following shipment to the end-user Customer, unless GE Healthcare installs the Warranted Products, in which case the warranty period begins on the earlier of (i) the date the Warranted Products are ready for the end-user Customer's use (as defined in the Equipment Specifications or Licensed Software Documentation or other documentation, as applicable) or (ii) the 30th day following shipment to the end-user Customer if installation is delayed for reasons beyond GE Healthcare's reasonable control. The warranty period for any Warranted Product or component furnished to correct a warranty failure will be the unexpired term of the warranty applicable to the repaired or replaced Warranted Product.

REMEDIES

If Customer promptly notifies GE Healthcare of Customer's warranty claim during the warranty period and makes the Warranted Product available for service, GE Healthcare will, at its option (i) with respect to equipment, either repair, adjust or replace (with new or exchange replacement parts) the non-conforming Warranted Product or components of the Warranted Product and (ii) with respect to GE Healthcare's licensed software, either correct the non-conformity or replace the applicable licensed software. Warranty service will be performed without charge from 8:00 a.m. to 5:00 p.m. (local site time), Monday-Friday, excluding GE Healthcare holidays, and outside those hours at GE Healthcare's then prevailing service rates and subject to the availability of personnel. For certain Warranted Products, GE Healthcare will perform warranty service only at an authorized service center or, in some instances, via a secure, remote connection to a GE Healthcare online center. With respect to GE Healthcare's warranty for the services it provides to Customer, Customer's exclusive remedy shall be the re-performance of the applicable services. The foregoing remedies are Customer's exclusive remedies and GE Healthcare's sole liability for warranty claims. This exclusive remedy shall not have failed of its essential purpose (as that term is used in the Uniform Commercial Code) as long as GE Healthcare remains willing to repair or replace defective Warranted Products within a commercially reasonable time after being notified of Customer's warranty claim.

LIMITATIONS

GE Healthcare shall not have any obligation to Customer hereunder if the warranty claim results from or arises out of: (i) the use of the Warranted Product in combination with any software, tools, hardware, equipment, supplies, accessories or any other materials or services not furnished by GE Healthcare or recommended in writing by GE Healthcare; (ii) the use of the Warranted Product in a manner or environment, or for any purpose, for which GE Healthcare did not design or license it, or in violation of GE Healthcare's recommendations or instructions on use; or (iii) any alteration, modification or enhancement of the Warranted Product by Customer or any third party not authorized or approved in writing by GE Healthcare. In addition, this warranty does not cover the Warranted Product to the extent it is used in any country other than the country to which GE Healthcare ships the Warranted Product (unless GE Healthcare expressly agrees otherwise in writing). GE Healthcare does not guarantee that licensed software will operate without error or interruption.

In addition, these warranties do not cover: (i) any defect or deficiency (including failure to conform to Equipment Specifications and/or Licensed Software Documentation, as applicable) that results, in whole or in part, from any improper storage or handling, failure to maintain the Warranted Products in the manner described in any applicable instructions or specifications, inadequate back-up or virus protection or any cause external to the Warranted Products or beyond GE Healthcare's reasonable control, including, but not limited to, power failure and failure to keep Customer's site clean and free of dust, sand and other particles or debris; (ii) the payment or reimbursement of any facility costs arising from repair or replacement of the Warranted Products; (iii) any adjustment, such as alignment, calibration, or other normal preventative maintenance required of Customer; (iv) expendable supply items; and (v) stockpiling of replacement parts. For network and antenna installations not provided by GE Healthcare or its authorized agent(s), network and antenna system troubleshooting will be billable at GE Healthcare's standard service rates.

For MR systems, these warranties do not cover (i) any defect or deficiency that results, in whole or in part, from failure of any water chiller system supplied by Customer, (ii) service to any water chiller systems supplied by Customer and (iii) for MR systems with LHe/LN or shield cooler configured superconducting magnets (except for MR Systems with LCC magnets), any cryogen supply, cryogenic service or service to the magnet, cryostat, coldhead, shield cooler compressor or superconductive or resistive shim coils unless the need for such supply or service is caused by a defect in material or workmanship covered by these warranties (GE Healthcare's MR Magnet Maintenance and Cryogen Service Agreement is available to provide supplemental coverage during the warranty period). For Proteus XR/a, Revolution XR/d and Precision 500D x-ray systems, these warranties do not cover collimator bulbs.



EXCEPTIONS TO GE HEALTHCARE STANDARD WARRANTIES DESCRIBED ABOVE

MR and CT Partial System Equipment Upgrades: Six months (except for partial system equipment upgrades identified in GE Healthcare's e-Pricebook as being eligible only for warranty credits for service contract customers)

X-ray Partial System Equipment Upgrades; High Voltage Rectifiers and TV Camera Pick-Up Tubes: Six months

PET Partial System Equipment Upgrades (Scanners, Cyclotrons and Chemistry Labs): Six months

Nuclear Partial System Equipment Upgrades: Six months

GE OEC New or Exchange Service/Maintenance Parts: 90 days

Imaging and Information Solutions Products: 12 months

HealthNet Lan, Advantage Review — Remote Products: 90 days

GE Ultrasound Exchange Probes and Transducers, Ultrasound Water Path attachment Kit: Three months

LOGIQWorks Ultrasound Products: (i) repair services will be provided at no charge remotely via Broadband (preferred) or via a dial-up modem; (ii) field support/service is available for an additional fee and (iii) technical support via telephone from 7:00 am to 8:00 pm Central Time, Monday-Friday, excluding GE Healthcare holidays.

LOGIQBook Ultrasound Products: Standard warranty includes (i) repair services at GE Healthcare service facilities (no field support/service is available), (ii) three business day turnaround repair time for systems shipped via overnight delivery (where available), measured from the date of shipment (GE Healthcare is not responsible for delays in overnight shipment), (iii) technical support via telephone from 7:00 am to 8:00 pm Central Time, Monday-Friday, excluding GE Healthcare holidays, (iv) loaner systems service, for an additional charge and (v) preventative maintenance for an additional charge. For an additional charge, GE Healthcare will also provide the following enhanced warranty features as part of the system warranty: (i) coverage for system damage due to accidental dropping or mishandling, with a maximum of two replacement systems during the term of the warranty and (ii) loaner systems or probe replacement service available for next day delivery (if overnight delivery service is available).

Ultrasound Partial System Equipment Upgrades: 90 days (Customer will not be credited the value of this warranty against pre-existing warranties or service agreements).

Dash, Solar 8000M & Tram: Additional two years of parts only coverage, excluding displays (United States only)

DINAMAP ProCare Vital Signs Monitors: Two years

DINAMAP Pro 100-400V2 Series Monitors: Three years

MAC 1200: Three years (United States only)

Batteries: Ninety days, except (i) for LOGIQBook batteries, which are warranted for 12 months and (ii) for Nickel cadmium or lead acid batteries for X-ray and mammography systems (which will carry a 60-month warranty prorated as shown below). For Nickel cadmium or lead acid batteries for X-ray and mammography systems, warranty service will be performed without charge from 8:00 a.m. to 5:00 p.m. (local site time), Monday-Friday, excluding GE Healthcare holidays, and outside those hours at GE Healthcare's then prevailing service rates and subject to the availability of personnel only during the first twelve months of the 60-month warranty period. For X-ray and mammography systems, if nickel cadmium or lead acid batteries need replacement during their applicable warranty period, Customer will pay the price of the replacement battery in effect on its delivery date less a Pro Rata Credit Allowance (as defined herein). The Pro Rata Credit Allowance for batteries that fail less than 12 months after the warranty begins is 100%. The Pro Rata Credit Allowance for batteries that fail more than 12 months after the warranty begins is:

$$\frac{1 - \# \text{ of Mos. After Warranty}}{\text{Commencement} \times 100\%} \\ 60$$

For the purpose of Pro Rata Credit Allowance, a fraction of a month less than 15 days will be disregarded, and a fraction of a month equal to or greater than 15 days will be regarded as a full month.

QS Perinatal System: Equipment delivered with Centricity Perinatal System is "Third-Party Equipment".

Care Plus® Incubator and Ohio® Infant Warmer Systems: Three years parts, one year labor

Ohio® Infant Warmer Systems and Panda™ Warmers: Lifetime parts warranty on heater cal rod

BiliBlanket® Plus High Output Phototherapy System: Two years on Light Box and 18 months on Fiberoptic Pad

Vacuum Regulators: Five years, parts and labor

Flowmeters: Five years, parts and labor; lifetime warranty on flowtube and shroud

Electric Suction Pumps: One year, parts and labor

Microenvironment and Phototherapy expendable components, this includes but is not limited to patient probes, probe covers and light bulbs: 30 days

GE OEC refurbished c-arms: 6 months after installation

Oximeters: 36 months from installation, or 39 months from GE Healthcare invoice, whichever occurs sooner

Tec 7 Vaporizers: Three years

Tec 6 Plus Vaporizers: Two years

Anesthesia and Respiratory Care Software Upgrade Kits: One year

