Terms of use

All GE Healthcare website pages (HEREINAFTER THE "Site") may be used only for information purposes and to place orders according to the Site's Sales Terms and Conditions. By using the Site or downloading materials from the Site, you agree to abide by the terms of use set forth in this notice (hereinafter the "Terms of Use"). If you do not agree to abide by these Terms of Use, do not use the Site or download materials from the Site.

These pages are provided by GE Healthcare Limited, Amersham Place, Little Chalfont, Buckinghamshire HP 7 9NA United Kingdom. Registered number: 1002610.

These Terms of Use may be changed from time to time in whole or in part and without further notice so please check these Terms of Use frequently: Your continued use of the Site after any such changes constitutes your acceptance of the new terms. If you do not agree to abide by these or any future terms, please do not use the Site or download materials from it.

GE HEALTHCARE may terminate, change, suspend or discontinue any aspect of the Site, including the availability of any features, at any time. GE HEALTHCARE may remove, modify or otherwise change any content, including that of third parties, on or from this Site. GE HEALTHCARE may impose limits on certain features and services or restrict your access to parts or all of the Site without notice or liability. GE HEALTHCARE may terminate the authorization and rights given below and your use of the Site at any time in its sole discretion and upon such termination, you shall immediately destroy all materials that you have downloaded from the Site.

These Terms of Use apply exclusively to your access to and use of the Site and do not alter the terms or conditions of any other agreement you may have with GE HEALTHCARE or its parents, subsidiaries or affiliates regarding other topics than the use of this Site.

1. Proprietary Rights.

Copyrights. All GE Healthcare-created content on this Site, including but not limited to text, software, technical drawings, configurations, graphics, other files, and their selection, design and arrangement ("Content"), belong to GE Healthcare or to any other owner having given an authorization to GE Healthcare and are Copyright © GE Healthcare ("Copyright GE Healthcare"). All rights reserved. The Content may not be modified, copied, distributed, reused, reproduced, republished, downloaded, displayed, posted, transmitted,

or sold in any form or by any means, in whole or in part, without GE HEALTHCARE's prior written permission, except that you may download and print the Content, in whole or in part, for uses that are not competitive with or derogatory to GE HEALTHCARE or its group, provided that you keep all copyright or other proprietary notices intact. Please note that this strictly limited consent may be revoked at any time and does not include consent to republish or trade Content, in whole or in part, on any other Internet, Intranet or Extranet site or to incorporate the Content, in whole or in part, in any other database or compilation or in any other work that can be published or traded. Any use of the Content other than the limited one authorized above is strictly prohibited. You further agree that you will comply with the provisions of the Intellectual Property laws and regulations regarding inter alia the rights of database producers and in particular that you will not extract, by a permanent or temporary transfer, to any media and in any format, including through electronic means or otherwise in a substantially qualitative or quantitative manner, any data from the databases contained on this Site, in whole or in part, including but not limited to customer identities and that you will not reuse, in a substantially qualitative or quantitative manner, any such data, in whole or in part, on any media and in any format, with a view to putting the same at the public's disposal.

If you believe that your copyrighted material has been improperly used on this Site, please Contact Us

Trademarks. All trademarks on the Site are either tradenames or registered trademarks of GE HEALTHCARE or its affiliates or licensors and may not be reproduced, imitated, or used, in whole or in part, without the prior written permission of GE HEALTHCARE or such affiliates or licensors, as the case may be. All page headers, custom graphics, button icons, and logos are service marks, trademarks and/or trade dress of GE HEALTHCARE or its affiliates, and may not be reproduced, imitated, or used, in whole or in part, without the prior written permission of GE HEALTHCARE or such affiliates. Other trademarks, registered trademarks, product names, and company names and/or logos displayed on the Site are the property of their respective owners.

Patents. GE HEALTHCARE's products and processes referred to or posted on the Site are covered by one or more patents and/or are subject to other trade secret and/or any other proprietary rights. GE HEALTHCARE reserves all such rights. No transfer or grant of any rights under any such patents is made or is to be implied by any provision of these Terms of Use or by any

other provision contained in the Site. You agree not to infringe upon all the above rights.

Software. Any software, including any files, images generated by the software, code, source and destination, and data accompanying the software (collectively, "Software"), used or accessible by means of this Site may be used by you solely for accessing and using this Site for purposes and according to the conditions expressly stated on this Site, provided that such uses are not competitive with or derogatory to GE HEALTHCARE. GE HEALTHCARE retains full and complete title to and all intellectual property rights in the Software. You agree not to copy, distribute, sell, modify or create derivative works from any part of the Software nor to decompile, reverse engineer or disassemble the same, except as authorized by law for interoperability purposes.

2. User Conduct - General.

In using this Site, you agree:

- a. not to disrupt or interfere with the security of, or otherwise abuse, the Site, or any services, system resources, accounts, servers or networks connected to or accessible through the Site or affiliated or linked Web sites;
- b. not to disrupt or interfere with any other user's enjoyment of the Site or affiliated or linked Web sites;
- c. not to upload, post, or otherwise transmit through or on this Site any viruses or other harmful, disruptive or destructive files;
- d. not to use or attempt to use another's account, service or system without authorization from GE HEALTHCARE, or create or use a false identity on this Site;
- e. not to transmit through or on this Site spam, chain letters, junk mail or any other type of unsolicited mass email to people or entities who have not agreed to be part of such mailings;
- f. not to divulge your username and password to others either on or off the Site:
- g. not to attempt to obtain unauthorized access to the Site or portions of the Site which are restricted from general access; and,
- (h) not use this Site to seek, provide or obtain specific medical advice, medical opinion, diagnosis or treatment as applied to a patient's particular condition or situation.

In addition, you agree that you are solely responsible for actions and communications undertaken or transmitted under your account, and that you will comply with all applicable local, state, national and international laws and regulations, including but not limited to United States export restrictions, that relate to your use of or activities on this Site.

3. User Conduct - Online Communities and Other Interactive Areas.

The Site contains areas where you may post and share comments with other Site users on a variety of subjects. You agree that you will not post or otherwise disseminate on or through the Site unlawful, defamatory, harassing, libelous, tortious, abusive, offensive, threatening, or obscene communications or material of any kind, or materials which infringe or violate any third party's copyright, trademark, trade secret, privacy or other proprietary or property right, or that could constitute a criminal offense, give rise to civil liability or otherwise violate any applicable law or regulation; or, that are otherwise objectionable, including without limitation, content that evidences bigotry, racism, sexism, or hatred, or that promotes illegal activities, including without limitation unauthorized uses of medical devices, or physical harm against anyone. GE HEALTHCARE reserves the right but not the obligation to remove any materials it deems objectionable, in its sole discretion and without any reference to you. You agree to hold harmless GE HEALTHCARE and its affiliates and parties with whom GE HEALTHCARE has contracted for purposes of hosting or maintaining this Site from all claims from third parties based upon communications made or materials posted by you or upon your use of this Site.

You expressly agree that you will not discuss or refer to any particular patient, any particular patient's medical condition or any other information which could identify a particular patient. You further expressly agree that you will not discuss, endorse or refer to "off label" uses of medical products, including any uses which have not been approved by the U.S. Food and Drug Administration or other applicable regulatory agency.

4. Online Communications On and Through the Site.

Except as otherwise provided in section 5 below, you agree that any communications you transmit to anyone through the Site or copyrighted works you post on the Site, including, without limitation, questions, comments, suggestions, ideas, plans, notes, drawings, configurations, specifications, purchase orders, quotes or requests for quotes, performance data, account

information, or other material, data or information (collectively, "Information"), are non-confidential and non proprietary and upon transmission of such Information to GE HEALTHCARE via email or other means you grant to GE HEALTHCARE an unrestricted, irrevocable, non-exclusive, royalty-free, sublicensable, world wide license (including but not limited to a copyright license) to use, reproduce, display, publicly perform, transmit and distribute such Information in any media for any purpose and you further agree that GE HEALTHCARE is free to use any ideas, concepts and know-how that you or individuals acting on your behalf provide to us.

5. Privacy Policy.

You acknowledge and agree that GE HEALTHCARE may use the data collected in the course of our relationship for the purposes identified in our Privacy Policy, which is incorporated by reference as if fully set forth in these Terms of Use.

6. **GE HEALTHCARE Content, Product and Service Information -** Limitations.

All content available through the Site, including but not limited to data, technical drawings, configurations, quote and order information, and catalog listings is believed to be accurate. However, you should independently evaluate the accuracy of the information and the usefulness for your particular needs of any content, product or service available through the Site. Specifications for products and services are subject to change without notice, and GE HEALTHCARE reserves the right to make changes without notice to processing, materials, or configuration. GE HEALTHCARE does not guarantee that products or services listed in its online catalog will be available at the time of your order. All information on the Site is subject to the disclaimers of section 8 below.

7. Links and Third Party Content.

Links to Other Web Sites. This Site may from time to time contain links to other Web sites. These links are provided as a convenience and do not constitute an endorsement, sponsorship or recommendation by GE HEALTHCARE of or affiliation or association of GE HEALTHCARE with or responsibility of GE HEALTHCARE for the linked Web sites or any content, services or products available on or through such sites. If you decide to visit any linked site, you do so at your own risk and it is your responsibility to take

all protective measures to guard against viruses or other destructive elements. Links do not imply that GE HEALTHCARE or this Site is legally authorized to use any trademark, trade name, logo or copyright symbol displayed in or accessible through the links, or that any linked site is authorized to use any trademark, trade name, logo or copyright symbol of ours or of any of our affiliates or subsidiaries.

Links from Other Web Sites. All links to this Site must be approved in writing by GE HEALTHCARE, except that GE HEALTHCARE consents to links in which: (1) the link is a text-only link containing only the title of the home page of this Site, (2) the link "points" only to the home page of the Site and not to deeper pages, (3) the link, when activated by a user, displays this home page of the Site full-screen and not within a "frame" on the linked Web site, and (4) the appearance, position, and other aspects of the link do not (i) create the false appearance that an entity or its activities or products are associated with or sponsored by GE HEALTHCARE or its affiliates, or (ii) be such as to damage or dilute the goodwill associated with the name and trademarks of GE HEALTHCARE or its affiliates. In any event, you agree that GE HEALTHCARE reserves the right to withdraw this consent to link without reason or notice and at any time and you further undertake to delete any link for which GE HEALTHCARE's consent has been withdrawn.

Third Party Content. This Site may from time to time contain material, data or information provided, posted or offered by third parties, including but not limited to advertisements or postings in online community discussions. You agree that neither GE HEALTHCARE nor its affiliates shall have any liability whatsoever to you for any such third party material, data or information.

8. Disclaimers.

THIS SITE AND THE CONTENT AVAILABLE THROUGH IT ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, GE HEALTHCARE AND ITS AFFILIATES DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

YOU EXPRESSLY AGREE THAT ANY USE OF THIS SITE, INCLUDING ALL CONTENT, DATA OR SOFTWARE DISTRIBUTED BY, DOWNLOADED OR

ACCESSED FROM OR THROUGH THE SITE, IS AT YOUR SOLE RISK. YOU UNDERSTAND AND AGREE THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR BUSINESS, YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH CONTENT, DATA AND/OR SOFTWARE.

YOU ACKNOWLEDGE THAT GE HEALTHCARE DOES NOT CONTROL IN ANY RESPECT ANY INFORMATION, PRODUCTS OR SERVICES OFFERED BY THIRD PARTIES THROUGH THE SITE. EXCEPT AS OTHERWISE AGREED IN WRITING, GE HEALTHCARE AND ITS AFFILIATES ASSUME NO RESPONSIBILITY FOR AND MAKE NO WARRANTY OR REPRESENTATION AS TO THE ACCURACY, CURRENCY, COMPLETENESS, RELIABILITY OR USEFULNESS OF ANY ADVICE, OPINION, STATEMENT OR OTHER CONTENT OR OF ANY PRODUCTS OR SERVICES DISTRIBUTED OR MADE AVAILABLE BY THIRD PARTIES THROUGH THE SITE.

GE HEALTHCARE DOES NOT MAKE ANY WARRANTY THAT THIS SITE OR ITS CONTENT WILL MEET YOUR REQUIREMENTS, OR THAT THIS SITE OR ITS CONTENT WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR FREE, OR THAT DEFECTS, IF ANY, WILL BE CORRECTED. NOR DOES GE HEALTHCARE MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THIS SITE OR ITS CONTENT OR AS TO THE ACCURACY, COMPLETENESS OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH USE OF THIS SITE.

GE HEALTHCARE ASSUMES NO RESPONSIBILITY FOR ANY DAMAGES SUFFERED BY A USER, INCLUDING, BUT NOT LIMITED TO, LOSS OF DATA FROM DELAYS, NONDELIVERIES OF CONTENT OR EMAIL, ERRORS, SYSTEM DOWN TIME, MISDELIVERIES OF CONTENT OR EMAIL, NETWORK OR SYSTEM OUTAGES, FILE CORRUPTION, OR SERVICE INTERRUPTIONS CAUSED BY THE NEGLIGENCE OF GE HEALTHCARE, ITS AFFILIATES, ITS LICENSORS, OR A USER'S OWN ERRORS AND/OR OMISSIONS.

EXCEPT AS OTHERWISE PROVIDED UNDER APPLICABLE LAWS AND REGULATIONS REGARDING THE SECURITY OF PERSONAL DATA, GE HEALTHCARE DISCLAIMS ANY WARRANTY OR REPRESENTATION THAT CONFIDENTIALITY OF INFORMATION TRANSMITTED THROUGH THE SITE WILL BE MAINTAINED.

NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM GE HEALTHCARE OR THIRD PARTIES THROUGH THE SITE SHALL CREATE ANY WARRANTY.

SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF CERTAIN WARRANTIES OR CONDITIONS, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

9. Limitation of Liability.

UNDER NO CIRCUMSTANCES, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE, SHALL GE HEALTHCARE OR ITS PARENTS. SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT. INCIDENTAL. SPECIAL OR CONSEQUENTIAL DAMAGES ARISING FROM OR IN CONNECTION WITH THE USE OF OR THE INABILITY TO USE THIS SITE OR ANY CONTENT CONTAINED ON THE SITE, OR, EXCEPT AS OTHERWISE PROVIDED UNDER APPLICABLE LAWS AND REGULATIONS REGARDING THE SECURITY OF PERSONAL DATA, RESULTING FROM UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR OTHER INFORMATION THAT IS SENT OR RECEIVED OR NOT SENT OR RECEIVED, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, USE, DATA OR OTHER INTANGIBLES, EVEN IF GE HEALTHCARE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE PARTIES ACKNOWLEDGE THAT THIS IS A REASONABLE ALLOCATION OF RISK.

SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OF THE ABOVE MAY NOT APPLY TO YOU.

10. General.

Applicable Law. These Terms of Use shall be governed by English law, subject to any national, European Community or international conventions or regulations, the provisions of which are mandatory. In addition, any public policy provisions on non-professional user protection shall prevail over the terms of the present Terms of Use in case of a conflict.

Competent Jurisdiction. In the absence of mutual agreement, any dispute arising from the interpretation and/or performance of the present Terms of Use shall be submitted to the exclusive jurisdiction of the COMPETENT ENGLISH COURTS.

Other. These Terms of Use constitute the entire agreement between you and GE HEALTHCARE governing your use of the Site. Should any provision in these Terms of Use be found invalid or unenforceable for any reason, then that provision shall be deemed severable from, and shall not affect the validity or enforceability of, the remaining provisions.