



## GE Medical Systems Information Technologies

[gemedicalsystems.com](http://gemedicalsystems.com)

# Consolidated Product Warranty

### WARRANTY SCOPE

These warranties cover the following GE Medical Systems Information Technologies, Inc. ("GE") products (the "Warranted Products"):

- Invasive Cardiology Products
- Non-Invasive Cardiology Products
- Physiological Monitoring Products
- Information Management Systems (MUSE® System *only*)

**Standard Warranty.** Except as indicated otherwise below, GE warrants that the Warranted Products will be free from defects in title, material and workmanship under normal use and service and, except for Warranted Products manufactured in compliance with Customer's designs or specifications, will perform substantially in accordance with GE's written technical specifications for the Warranted Products (as such specifications exist on the date the Warranted Products are shipped) (the "Product Specifications"). This warranty covers both parts and labor and is available only to end-users that purchase the Warranted Products from GE or its authorized distributors.

**GE Software.** In addition to the other warranties set forth herein, with respect to GE's licensed software, GE warrants that (i) it has the right to license or sublicense the software to Customer for the purposes and subject to the terms and conditions set forth in GE's standard terms and conditions, (ii) it has not inserted any "Disabling Code" 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. "Disabling Code" means computer code inserted by GE that is designed to delete, interfere with, or disable the normal operation of the licensed software or the Warranted Product; provided, however, that code included in the licensed software that prohibits use outside of the license scope purchased for the software shall not be deemed to be "Disabling Code".

**Gold Seal Products.** This warranty covers GE's Gold Seal Products (pre-owned GE equipment), except where GE expressly states that such Gold Seal Products are sold "AS IS".

**Supplies and Accessories.** GE's warranty for its supplies and accessories that are shipped with Warranted Products is covered by a separate warranty statement, which is available at [www.gemedicalsystems.com](http://www.gemedicalsystems.com).

**Services.** GE warrants that any service it provides to Customer will be performed by trained individuals in a workmanlike manner.

**Third-Party Software and Equipment.** This warranty statement does not cover "Third-Party Software and Equipment" delivered with the Warranted Products. "Third-Party Software and Equipment" means any software or equipment (i) delivered to Customer in the third-party manufacturer/supplier's packaging and with its labeling or (ii) for which GE expressly indicates (either in the 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 warranty. Such products are covered by the third-party manufacturer/supplier's warranties, to the extent available.

### DURATION

Except as indicated below, GE provides a one year warranty for the Warranted Products. The warranty period begins on the date the Warranted Products are shipped to Customer, unless GE installs the Warranted Products, in which case the warranty period begins on the date GE completes the installation. The warranty period for any Warranted Product or part furnished to correct a warranty failure will be the unexpired term of the warranty applicable to the repaired or replaced Warranted Product.

Exceptions to the one-year warranty duration:

- **Gold Seal Products:** Same duration as the new product warranty, but in no event exceeding one year
- **Software Products (including MUSE Software):** Ninety days
- **Dash, Solar 8000M & Tram Products:** 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)
- **Cardiology Product Upgrades (excluding Software Products):** Six months
- **Batteries:** Ninety days

### REMEDIES

If Customer promptly notifies GE of Customer's warranty claim and makes the Warranted Product available for service, GE will, at its option, either repair, adjust or replace (with new or exchange replacement parts) the non-conforming Warranted Product or parts of the Warranted Product. With respect to GE's licensed software, GE will, at its option, 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., Monday-Friday, excluding GE holidays, and outside those hours at GE's then prevailing service rates and subject to the availability of personnel. For certain Warranted Products, GE will perform warranty service only at an authorized service center or, in some instances, via a secure, remote connection to GE's Online Center. Customer's GE representative can provide information relating to the type of warranty service available (e.g. on site, return to factory or remote) for each type of Warranted Product purchased by Customer. With respect to GE's warranty for the services it provides to Customer, Customer's exclusive remedy shall be the re-performance of the services by GE. The foregoing remedies are Customer's exclusive remedies and GE's sole liability for warranty claims under this warranty statement. 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 remains willing to repair or replace defective Warranted Products within a commercially reasonable time after being notified of Customer's warranty claim.

## **LIMITATIONS**

These warranties are exclusive and in lieu of all other warranties, whether written, oral, expressed, implied or statutory. EXCEPT AS PROVIDED HEREIN, NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND DATA ACCURACY, WILL APPLY. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THOSE DESCRIBED IN THIS DOCUMENT AND NO PRIOR STATEMENTS BY ANY OF GE'S REPRESENTATIVES SHALL MODIFY OR EXPAND THESE WARRANTIES. GE AND GE'S AFFILIATES AND REPRESENTATIVES SHALL HAVE NO LIABILITY TO CUSTOMER FOR (1) ANY PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH AS EXCESS COSTS INCURRED AND LOST PROFITS OR REVENUE, (2) ANY ASSISTANCE NOT REQUIRED UNDER GE'S QUOTATION OR (3) ANYTHING OCCURRING AFTER THE WARRANTY PERIOD ENDS.

GE 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 or recommended in writing by GE; (ii) the use of the Warranted Product in a manner or environment, or for any purpose, for which GE did not design or license it, or in violation of GE'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. 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 ships the Warranted Product (unless GE expressly agrees otherwise).

In addition, these warranties do not cover: (i) Any defect or deficiency (including failure to conform to Product Specifications) 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'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; and (iv) expendable supply items. For network and antenna installations not provided by GE or its authorized agent, network and antenna system troubleshooting will be billable at GE's standard service rates.