STANDARD TERMS OF PURCHASE

1. ACCEPTANCE OF TERMS. Supplier shall comply with all terms set forth herein and on the purchase order to which these terms are attached or are expressly incorporated by reference (including any specifications, samples, drawings and other documents referred to herein, transmitted via Buyer's electronic data exchange or on the purchase order) (collectively, this "**Order**"). This Order is an offer to purchase the goods and/or services (including any deliverables, which include but are not limited to any products, articles, apparatus, compound, composition, Embedded Software, and required Documentation) described herein (collectively, the "**Products**"). This Order shall not constitute an acceptance of any offer to sell, quotation or other proposal from Supplier, even if referred to in this Order. Unless otherwise stated on the face of this Order or in a separate written agreement between the parties, the terms herein shall prevail over conflicting terms. **ACCEPTANCE OF THIS ORDER IS EXPRESSLY LIMITED TO THE TERMS OF THIS ORDER. BUYER OBJECTS TO ANY TERMS AND CONDITIONS INCLUDED WITH SUPPLIER'S QUOTATION, ACKNOWLEDGMENT, WARRANTY STATEMENT, INVOICE OR OTHER DOCUMENT WHICH ARE ADDITIONAL TO OR DIFFERENT THAN THE TERMS OF THIS ORDER, AND SUCH ADDITIONAL OR DIFFERENT TERMS SHALL NOT BE PART OF THIS ORDER BETWEEN SUPPLIER AND BUYER. NO PRIOR PROPOSALS, QUOTATIONS, STATEMENTS, FORECASTS, COURSE OF DEALING OR USAGE OR TRADE WILL BE PART OF THIS ORDER.** This Order shall be irrevocably accepted by Supplier upon the earlier of Supplier's: (a) issuance of any acceptance or acknowledgement of this Order; (b) delivery of any Products ordered; or (c) commencement of the work called for by this Order, in any manner.

2. PRICES, PAYMENTS AND QUANTITIES.

2.1 *Prices*. The price of the Product(s) is set forth on the face of this Order. All prices are firm and shall not be subject to change. Supplier's price includes all: (a) packaging, labeling (including date of manufacture and bar code labeling), insurance, storage, handling, interest and service charges, crating or cartage and any other expenses; (b) shipment charges if Supplier does not utilize Buyer's designated carrier; and (c) taxes, fees and/or duties applicable to the Products purchased under this Order; provided, however, Supplier's prices stated on the face of this Order are exclusive of any Goods and Services Tax ("GST") or similar taxes. In the event that any GST or similar taxes are properly due under any applicable Law, this will be charged in addition to any other payments due under this Agreement and will be payable by the paying party on receipt of a valid tax invoice issued by the invoicing party. If Buyer is legally required to withhold taxes for which Supplier is responsible, Buyer shall deduct such taxes from payment to Supplier and provide Supplier a valid tax receipt in Supplier's name. If Supplier is exempt from or eligible for a reduced rate of withholding tax, Supplier shall provide to Buyer a valid tax residency certificate or other required documentation at least thirty (30) days prior to payment being due.

2.2 *Payment Terms*.

(a) Standard Terms. Unless otherwise stated on the face of this Order or restricted by applicable Law, the ordinary net date ("**Net Date**") shall be one hundred twenty (120) days from the Payment Start Date, where the "Payment Start Date" is the later of the received date of the Products in Buyer's receiving system upon receipt at Buyer's dock or the date of receipt of a valid invoice by Buyer that complies with the terms of this Order. Unless otherwise stated on the face of this Order, all sums to be paid by Buyer under this Order will be in Singapore dollars. Buyer shall initiate payment on the Net Date.

(b) [Not used]

(c) Invoicing. If requested by Buyer, settlement and invoicing shall be paperless and in a format acceptable to Buyer. Supplier's invoice must: (i) bear Buyer's Order number, the item number of such release, Buyer's part number(s) and revision number(s), invoice quantity, unit of measure, unit price, total invoice amount, and Supplier's name, phone number and address to which remittance should be sent, as well as such other information required by Law or Buyer; and (ii) be issued only after delivery in accordance with this Order has occurred, but not later than 120 days after Buyer's receipt of the Products. Buyer shall be entitled to reject Supplier's invoice if it fails to include Buyer's Order number, is issued after the time set forth above or is otherwise inaccurate. Such rejection shall not entitle Supplier to suspend performance, and any resulting delay in payment or nonpayment shall be Supplier's responsibility. Supplier warrants that it is authorized to receive payment in the currency stated in this Order. No extra charges of any kind shall be allowed. Buyer may withhold total or partial payment until the Products conform to the requirements of this Order. Buyer's payment of an invoice shall not constitute its acceptance of the Products.

(d) Set Off. Buyer shall be entitled at any time to set-off any and all amounts owed by Supplier to Buyer or an Affiliate (defined herein) on this or any other order. "**Affiliate**" for purposes of this Order shall mean, with respect to Buyer, any person or entity that is directly or indirectly in control of, controlled by, or under common control with Buyer, having a place of business in any territory, whether now existing, or subsequently created or acquired, where the word "control" (including its correlative meanings, "controlled by", "controlling" and "under common control with") shall mean, with respect to a corporation, the right to exercise, directly or indirectly, more than 50% of the voting rights attributable to the shares of the controlled corporation and, with respect to any person other than a corporation, the possession, directly or indirectly, of the power to direct or cause the direction of the management or policies of such person.

2.3 *Quantities*.

(a) [Not used]

(b) General. Buyer is not obligated to purchase any quantity of Products except for such quantity(ies) as may be specified by Buyer either on the Order or on a separate written release issued by Buyer pursuant to the Order. Buyer shall not be responsible for material commitments or production arrangements in excess of Buyer's specified quantities and/or in advance of the time necessary to meet Buyer's delivery schedule. Should Supplier do so, any resulting exposure shall be for Supplier's account. Products delivered to Buyer in excess of Buyer's specified quantities and/or in advance of schedule may be returned to Supplier at Supplier's risk, and Supplier shall be responsible for all related costs and expenses incurred by Buyer.

(c) Last Time Buy. If Supplier or its sub-tier suppliers or subcontractors ("**Subcontractor(s)**") plan to cease supply or production of any Products purchased hereunder and/or necessary for the production/provision of Products hereunder within two (2) years from the date of this Order, or of any Parts after the ten-year period as detailed in Section 2.3(d) below, ("**Discontinued Products**"), then Supplier shall provide Buyer with eighteen (18) months advance written notice of such event and utilize Buyer's Supplier Change Request process so that Buyer may issue an Order(s)

for a "last-time" buy from Supplier for such Discontinued Products. The foregoing shall not operate to waive any rights or remedies available to Buyer in contract, at law or in equity.

(d) Aftermarket Supply. Replacement parts, field replacement units, spares, and modules for Products purchased by Buyer are for the purpose of this Section defined as "**Parts**" and are considered "Products" under this Order. Supplier will maintain for ten (10) years from the last shipment of a Product purchased by Buyer under this Order, or such longer period agreed by the parties (the "**Aftermarket Period**"), the capability to: (i) repair, and supply Parts for, the Products; (ii) make such repair services and Parts available to Buyer and its customers; and (iii) furnish all Documentation, Parts, service tools, and instruments necessary to effectively service and repair the Products. Supplier shall continue to supply such Parts past the Aftermarket Period if Buyer orders at least ten (10) Parts per year following such Aftermarket Period. The price for any Part purchased in the first two (2) years of the Aftermarket Period shall not exceed those prices in effect at the time production of the Product(s) ceases, and no set-up charges shall be permitted by Supplier or paid by Buyer during this two-year period. Thereafter, the price for the Parts shall be negotiated based on Supplier's actual cost of production of such Parts plus any special packaging costs. No minimum order requirements for Parts shall apply. After the end of the Aftermarket Period, Supplier shall continue to maintain in good working condition all Supplier-owned tooling required to produce the Parts and shall not dispose of such tooling without offering Buyer the right of first refusal to purchase such tooling.

3. DELIVERY AND TITLE PASSAGE.

3.1 *Delivery*. Time is of the essence of this Order. Supplier shall comply with the lead time for delivery of the Products (i.e., the time between receipt of an Order by Supplier and the scheduled delivery date) as specified on the applicable Order. Any agreed minimum order quantities (MOQ) shall be set forth on the face of the applicable Order. Supplier agrees to notify Buyer immediately in writing if Supplier has any reason to believe that any quantities of Products will not be delivered or completed as ordered, and/or any shipment will not be made as scheduled. If any shipment of Products is not made in time for delivery on the date and in the quantities set forth in this Order or Supplier fails to deliver all the Products as scheduled, Buyer may: (i) require delivery by fastest method at Supplier's cost; and/or (ii) return to Supplier some or all of the Products in said shipment at Supplier's risk and expense (including all freight, warehousing, handling, shipping, and transportation costs); and/or (iii) purchase substitute goods and services from a third party and charge Supplier with the increased difference in cost thereof (if any); and/or (iv) direct Supplier to make an expedited shipment of additional or replacement Products, with the cost of the expedited shipment to be paid by Supplier; and/or (v) terminate this Order for non-delivery and/or (vi) claim as liquidated damages for such a default 0.5 per cent of the total price of the delayed Product for each calendar day delivery is delayed limited to a maximum of 15 per cent of the total price of the delayed Product. If the liquidated damages set forth on the PO or in this Order do not cover the damages actually incurred by Buyer, Buyer shall be entitled to recover all damages exceeding such liquidated damages that it incurs as a result of Supplier's failure to perform as scheduled.

3.2 *Transportation & Title Transfer*.

(a) Transportation. Supplier will comply with Buyer's transportation and routing guidelines as communicated to Supplier via the GESP or as otherwise communicated by Buyer in writing. Any exceptions by Supplier must be approved in advance and in writing by Buyer on a per shipment basis. Unless otherwise specified by Buyer in writing, Supplier agrees: (i) to use Buyer's designated carrier (as identified in Buyer's transportation and routing guidelines) in the shipment of all Products, and (ii) such designated carrier will bill its transportation charges directly to Buyer. Buyer will not pay any other transportation charges, unless authorized by Buyer in advance and in writing. If Supplier ships Products by a method or carrier without Buyer's prior written authorization or fails to comply with any such Buyer specification and other requirements, Supplier will pay all costs pertaining thereto, including all freight, warehousing, handling, shipping, and transportation costs. Supplier will release rail or truck shipments at the lowest valuation permitted and will not declare value on Products shipped.

(b) Title Passage. Title to the Products shall pass from Supplier to Buyer at the same point that risk of loss transfers from Supplier to Buyer per the applicable Incoterm stated in the face of the Order. Notwithstanding the foregoing, if Buyer's designated carrier is not utilized, title and risk of loss will pass to Buyer when the Products are delivered to Buyer's receiving docks. Products delivered to Buyer in advance of schedule may be returned to Supplier at Supplier's expense. Buyer may specify contract of carriage and named place of delivery in all cases. Each shipment made by Supplier will include a packing list containing the PO number, Buyer product identification and part number, quantity shipped, date of shipment, country of origin, product weight, and such other information required by applicable Law and/or Buyer.

3.3 *Force Majeure*.

(a) Except as otherwise provided in Section 3.3(b) of this Order, any delay or failure of a party hereto to perform its obligations hereunder will be excused if and to the extent that it was directly caused by an event or occurrence beyond such party's reasonable control and without its fault or negligence ("Force Majeure"). Force Majeure includes, but is not limited to, acts of God, actions by any government authority (whether valid or invalid), fires, floods, windstorms, explosions, riots, natural disasters, pandemic or epidemic (as designated by the World Health Organisation or the Singapore government), wars, sabotage, acts of terrorism, or court injunction or order. A party claiming Force Majeure must provide the other party with written notice of such delay (including the anticipated duration of the delay) within ten (10) days of the occurrence of Force Majeure. During the period of such delay or failure to perform by Supplier, Buyer may acquire substitute or replacement items from one or more alternative sources, and in such event, there may be a proportionate reduction of the quantity of Products required from Supplier (and proportionally, the purchase price) Fand Buyer will not be liable in any way for such reductions. Notwithstanding the foregoing, (i) Supplier shall use all reasonable efforts to mitigate and ameliorate the adverse effects thereof, and the delivery date shall not be extended pursuant to this Section to the extent that such efforts, if made, would have mitigated or ameliorated such adverse effects, (ii) the delivery date shall not be extended pursuant to this Section to the extent that delivery was due before the occurrence of the Force Majeure event and such delivery reasonably could have been performed when originally due. If the delay lasts more than thirty (30) days or such other extended period agreed by Buyer in writing, or if Supplier does not provide adequate assurances that the delay will cease within thirty (30) days or the aforementioned extended period, Buyer may terminate this Order upon written notice and any funds pre-paid by Buyer will be refunded by Supplier within ten (10) business days of said termination.

(b) Notwithstanding anything in this Order to the contrary, no delay or failure of Supplier to perform its obligations hereunder will be excused if and to the extent that it is caused by: (i) labor problems of Supplier and/or its Subcontractors, such as, by way of example and not by way of limitation, lockouts, strikes, and slowdowns, or (ii) the inability of Supplier and/or its Subcontractors to obtain power, materials, labor, equipment, or transportation (for whatever reason, including but not limited to supply chain/logistic price increases). Items (i) and (ii) above in this Section 3.3(b) of this Order do not constitute Force Majeure for purposes of this Order. In addition, market conditions and/or fluctuations (including, without limitation, a downturn of Supplier's business) shall not be deemed Force Majeure events. In no event shall Supplier be entitled to any price

adjustment, compensation or other financial relief under this Order as a result of Force Majeure or items (i) and (ii) (including supply chain/logistic price increases affecting Supplier) above in this Section 3.3(b).

4. **PACKAGING & DOCUMENTATION.**

4.1 *Packaging*. Supplier is responsible, at its own expense, for: (i) the safe and suitable packaging and labeling of the Products; (ii) complying with the Global Packaging Requirements, located at https://www.gehealthcare.com/about/suppliers/terms-and-conditions (the "**Global Packaging Requirements**"), which Supplier acknowledges it has read, and (iii) complying with all applicable Laws relating to the packaging, labeling, and carriage of the Products in the countries of manufacture, shipment, transit, and/or destination, if applicable. Unless Buyer otherwise agrees in writing, Buyer will not accept partial shipments of Products ordered. Supplier shall utilize returnable and reusable product containers where justified.

4.2 *Documentation*. Where applicable, Supplier will promptly deliver to Buyer at no additional charge a complete set of reproducible master copies of all Documentation. The Documentation, including all master copies thereof, will be provided in a format and language acceptable to Buyer. If any change in a Product requires a change in the Documentation, Supplier will promptly notify Buyer of the change, and provide at no charge to Buyer a reproducible master copy of the revised Documentation without charge. All such revised master copies will comply with the formatting and language requirements specified above. Buyer may modify the Documentation formatting and language requirements upon written notice to Supplier. "**Documentation**" means all Product-related information, including user manuals, drawings, schematics, design history files, labels, functional descriptions, Products descriptions, instructions, operator aids, promotion material, videos, and spare part lists, as well as all documentation pertaining to theories of operation, service troubleshooting diagnostics, testing protocols, and instructions necessary for the use, installation, manufacture, operation, maintenance, and repair of the Products. The term "Documentation" also includes all revised versions of any of the foregoing that are created or provided by Supplier.

5. CHANGES.

5.1 *Buyer Changes*. Buyer may at any time make changes within the scope of this Order in any one or more of the following: (a) drawings, designs or specifications; (b) method of shipment or packing; (c) place and time of delivery; (d) amount of Buyer's furnished property; (e) quality; (f) quantity; or (g) scope or schedule of Products. Supplier shall not proceed to implement any change until such change is provided in writing by Buyer. If any changes cause an increase or decrease in the cost or schedule of any work under this Order, an equitable adjustment shall be made in writing to the price and/or delivery schedule as applicable. Any Supplier claim for such adjustment shall be deemed waived unless asserted within 10 days from Supplier's receipt of the change or suspension notification and may only include reasonable, direct costs that shall necessarily be incurred as a direct result of the change.

5.2 *Supplier Changes*. Changes proposed by Supplier, including material, process, or software changes, which may affect form, fit, function, reliability, serviceability, performance, approved part quality plans, functional interchangeability, regulatory compliance, safety, options or spare parts interchangeability or interface capability of a Product must be submitted utilizing Buyer's change notice system along with a written change notice, for Buyer's prior written approval. This may include changes in sources of material and components, product discontinuation, changes in manufacturing processes, test procedures, manufacturing locations, relocation or replacement of equipment and any similar changes that are anticipated by Subcontractors. No such change shall occur until Buyer has approved the change in writing, and Products affected by any such changes shall not be delivered to Buyer until Supplier has received written approval for the changes from Buyer. Supplier shall be responsible for obtaining, completing and submitting proper documentation regarding any and all changes, including complying with any written change procedures issued by Buyer. Changes proposed by Supplier to adjust lead time, minimum order quantity or average weeks to transport should be submitted utilizing iSP.

5.3 *Transfer of Manufacturing Facility*. Supplier shall manufacture the Products only at the Supplier manufacturing facility that has been approved and qualified by Buyer in writing. In the event Supplier desires to transfer the manufacturing facility for the Products, Supplier shall provide not less than eighteen (18) months advance written notice to Buyer, and Buyer will thereafter undertake the process of qualifying the Supplier's proposed manufacturing site. Supplier will bear sole responsibility for funding all reasonable, documented and out of pocket costs associated with the transfer of Products to a different manufacturing facility. These costs shall include: (i) Buyer's travel and time to qualify the proposed manufacturing site, (ii) Buyer manufacturing verification and validation (including non-recurring engineering costs (NRE) tied to qualification of materials); and (iii) all Buyer's Property transfer costs associated with such transfer.

5.4 *Suspension*. Buyer may at any time, by notice to Supplier, suspend performance of all or any part of the work under this Order for such time as it deems appropriate. Upon receiving notice of suspension, Supplier shall promptly suspend work to the extent specified, properly caring for and protecting all work in progress and materials, supplies and equipment Supplier has on hand for performance. Upon Buyer's request, Supplier shall promptly deliver to Buyer copies of outstanding purchase orders and subcontracts for materials, equipment and/or services for the work and take such action relative to such purchase orders and subcontracts as Buyer may direct. Buyer may at any time withdraw the suspension as to all or part of the suspended work by written notice specifying the effective date and scope of withdrawal. Supplier shall resume diligent performance on the specified effective date of withdrawal. All claims for increase or decrease in the cost of or the time required for the performance of any work caused by suspension shall be pursued pursuant to, and consistent with, Section 5.1 above.

6. INSPECTION/TESTING AND QUALITY.

6.1 *Inspection/Testing*. In order to assess Supplier's work quality and/or compliance with this Order, upon reasonable notice by Buyer all: (a) goods, materials and services related to the Products purchased hereunder, including, raw materials, components, assemblies, work in process, tools and end products shall be subject to inspection and test by Buyer, its customer, representative or regulatory authorities at all places, including sites where the Products are made or located or the services are performed, whether at Supplier's premises or elsewhere; and (b) Supplier's facilities, books and records relating to this Order shall be subject to inspection and audit by Buyer or its designee. In addition, if Buyer, as the manufacturer of CE-marked medical devices designates Supplier as a critical supplier, the Supplier shall be subject to inspection without prior notice by third party auditors as required by regulatory authorities. If any inspection, test, audit or similar oversight activity is made on Supplier's or its Subcontractors' premises, Supplier shall, without additional charge: (i) provide all reasonable access and assistance for the safety and convenience of the inspectors and (ii) take all necessary precautions and implement appropriate safety procedures for the safety of the inspectors while they are present on such

premises, including, where requested by an inspector for safety-related concerns, stopping all activities immediately. If, in the opinion of an inspector, the safety, health or security of the inspectors on such premises may be imperiled by local conditions, Buyer or its designee, its Affiliates and/or its or their relevant customers may remove some or all of their personnel from the premises, and Buyer shall have no responsibility for any resulting impact on Supplier or its Subcontractors. Supplier agrees to cooperate with such audit and inspection, including completing and returning questionnaires and making available its knowledgeable representatives. Buyer's inspection or failure to inspect or reject or detect defects by inspection shall not relieve Supplier from its responsibilities under this Order nor impose liabilities on Buyer.

6.2 *Quality*.

(a) Quality Requirements. When requested by Buyer, Supplier shall promptly submit real-time production and process data ("**Quality Data**") in the form and manner requested by Buyer. Supplier shall provide and maintain an inspection, testing and process control system ("**Supplier's Quality System**") covering the Products provided hereunder that is acceptable to Buyer and its customer and complies with ISO or a comparable standard, applicable regulatory requirements, Buyer's quality policy, quality requirements in this Order and/or other quality requirements that are otherwise agreed to in writing by the parties, including, if applicable, the Supplier Quality Requirements document separately executed by the parties and incorporated herein by reference (collectively, "**Quality Requirements**"). Acceptance of Supplier's Quality System by Buyer does not alter Supplier's obligations and/or liability under this Order, including Supplier's obligations regarding its Subcontractors. If Supplier's Quality System fails to comply with the terms of this Order, Buyer may require additional quality assurance measures at Supplier's expense necessary to meet Buyer's Quality Requirements. Such measures may include Buyer requiring Supplier to install Buyer approved third party quality auditor(s)/inspector(s) at Supplier's facility(ies) to address the deficiencies in Supplier's Quality System or other measures or requirements that may be specified in Buyer's Quality Requirements or otherwise agreed upon by the parties in writing. Supplier shall keep complete records relating to Supplier's Quality System, including all testing and inspection data and shall make such records available to Buyer and its customer for the longer of: (a) the life of the Products plus seven (7) years; (b) such period as set forth in the specifications applicable to this Order; (c) such period set forth in the Quality Requirements; or (d) such period as required by applicable Law. If Supplier is not the manufacturer of the Products, Supplier shall certify the traceability of the Products to the original equipment manufacturer on the Certificate of Conformance/Acceptance Data Record. If Supplier cannot certify traceability of the Products, Supplier shall not ship such Products to Buyer without obtaining Buyer's written consent. Any review or approval of drawings by Buyer shall be for Supplier's convenience and shall not relieve Supplier of its responsibility to meet all requirements of this Order.

(b) Product Recall. If GE determines that a recall, field modification, correction or removal ("**Field Action**") involving a Product purchased under this Order or a Buyer product incorporating a Product purchased under this Order was caused by a defect, non-conformance or non-compliance which is the responsibility of Supplier, Supplier shall indemnify and hold harmless Buyer from all Buyer's reasonable costs and expenses incurred in connection with any Field Action, including all costs related to: (i) investigating and/or inspecting the affected Products; (ii) notifying Buyer's customers; (iii) repairing, or where repair of the Products is impracticable or impossible, repurchasing or replacing the recalled Products; (iv) packing and shipping the recalled Products; (v) reinstalling repaired Products and/or installing repurchased or replaced Products; and (vi) media notification. Each party shall consult the other before making any statements to the public or a governmental agency relating to such Field Action or potential safety hazards, except where such consultation would prevent timely notification required by Law.

(c) Product Concerns. Supplier will ensure that all information held by or reasonably available to it regarding any potential hazards known or believed to exist in the transport, handling, or use of any Products and/or performance of any services ("**Product Concerns**") will be received by Buyer in writing prior to delivery of the Products and/or performance of the services. In the event Supplier becomes aware of any Product Concerns any time after the delivery of Products or commencement of services, Supplier will immediately: (i) notify Buyer in writing; and (ii) provide such additional information and Documentation as Buyer may require.

7. ACCEPTANCE/REJECTION.

7.1 Buyer shall have thirty (30) days following delivery of the Products to either accept or reject the Products (the "**Inspection Period**"). If any of the Products furnished pursuant to this Order are found within the Inspection Period to be defective or otherwise not in conformity with the requirements of this Order, including any applicable Quality Requirements and specifications, whether such defect or non-conformity relates to scope provided by Supplier or a direct or indirect Subcontractor, then Buyer, in addition to any other rights, remedies and choices it may have by Law, contract and/or at equity, at its option and sole discretion, may: (a) require Supplier, at its expense, to immediately re-perform any defective portion of the services and/or require Supplier to immediately repair or replace non-conforming Products with Products that conform to all requirements of this Order; (b) take such actions as may be required to cure all defects and/or bring the Products into conformity with all requirements of this Order, in which event all related costs and expenses (including material, labor and handling costs and any required re-performance of value added machining or other service) and other reasonable charges shall be for Supplier's account; (c) reject and/or return at Supplier's risk and expense all or any portion of such Products; (d) withhold total or partial payment; and/or (e) rescind this Order without liability. Buyer may also reject any entire Order based upon a reasonable sampling of Products as determined solely by Buyer. For any repairs or replacements, Supplier, at its cost and expense, shall perform any tests requested by Buyer to verify conformance to this Order. Partial or total payment by Buyer for Products under this Order prior to, or after the conclusion of, the Inspection Period will not: (i) constitute its acceptance thereof; (ii) affect Supplier's responsibilities, warranties, or representations under this Order, including those pertaining to any nonconforming Products; or (iii) operate to waive any rights or remedies available to Buyer at Law or in equity.

7.2 Supplier shall be liable for any and all costs and expenses incurred by Buyer as a result of any non-conforming Products, whether or not Buyer rejects such Products. Buyer will itemize such costs and expenses to Supplier, which may include cost of defective materials, a handling charge equal to fifteen percent (15%) of the price of the non-conforming Products, transportation charges, incidental material and labor costs, sorting and rework expenses, lost production starts directly caused by the non-conforming Products (including late delivery), and any other actual costs creating a loss to Buyer.

8. WARRANTIES.

8.1 Supplier warrants that all Products provided pursuant to this Order, whether provided by Supplier or any Subcontractor: (a) are free of all claims, liens, security interests, or encumbrances (other than liens arising through Buyer); (b) are of new and merchantable quality, not used, rebuilt

or made of refurbished material; (c) are free from all defects in title, workmanship and material, whether latent or otherwise; (d) are free from all defects in design and, if Supplier knows (or has reason to know) of a particular purpose for which Buyer or its customers intend to use the Products, are fit for the particular purpose for which they are intended; (e) are manufactured and provided in strict accordance with all specifications, samples, drawings, designs, descriptions, instructions, plans, end-user documentation, other Documentation and other requirements approved or adopted by Buyer; (f) are manufactured, processed and assembled by Supplier or its approved Subcontractors under Supplier's direction; (g) are safe for their intended use, non-toxic, and present no abnormal hazards to persons or their environment; (h) comply with all Quality Requirements; (i) have received all applicable regulatory certifications, including 510(k) clearances and CE mark, as required; and (j) (as well as the use and/or distribution of the Products) do not infringe or misappropriate any patent, copyright, trade secret, trademark, or other intellectual property right of any third party without such parties' prior written consent.

8.2 Supplier Covenants that all services provided pursuant to this Order, whether provided by Supplier or any Subcontractor shall: (a) be performed in a timely, professional, and workman-like manner; (b) conform strictly to all of Buyer's requirements, specifications, drawings, plans, instructions, end-user documentation, other Documentation, samples, and other descriptions; and (c) not infringe or otherwise violate or misappropriate any patent, copyright, trade secret, trademark, or other intellectual property right of any third party.

8.3 Unless otherwise stated on the face of this Order: (a) the warranties set forth in Sections 8.1(c) and 8.1(e) above shall extend to future performance of the Products and apply for a period of twenty-four (24) months from the end of the Inspection Period as defined in Section 7 above and may be longer for warranties pertaining to third party components that extend beyond twenty-four (24) months; and(b) all other warranties of Supplier set forth in this Order will survive in perpetuity. The warranties set forth herein: (i) survive the inspection, acceptance, and use of the Products by Buyer, its distributors, sub-distributors, channel partners, sub-licensees, and customers; (ii) are for the benefit of Buyer and its successors, assigns, distributors, sub-distributors, channel partners, and customers; and (iii) are in addition to any warranties, rights, and/or remedies to which Buyer may otherwise agree to in writing or which are provided by Law.

8.4 Buyer may return or have returned to Supplier any Products, or require the re-performance of any services, that do not conform to the representations and warranties set forth in this Order ("**Nonconforming Product(s)**") by using Supplier's return process, provided Supplier requests such return process in writing to Buyer within the warranty period. Nonconforming Products returned to Supplier's facility shall have all transportation, insurance, and handling charges (including return shipment to Buyer or its customer) prepaid by Supplier. At Buyer's request, Supplier will provide its shipping account number for shipping/receiving all Nonconforming Products and repaired or replacement Products to/from Supplier or, at Buyer's discretion, Buyer may ship the Nonconforming Products using its carrier and assess a handling fee of 7% of the purchase price of each Nonconforming Product. Risk of loss for Nonconforming Products will pass to Supplier when the Nonconforming Product is delivered to the carrier. Supplier will at its cost: (i) at Buyer's sole discretion, either replace or repair the Nonconforming Product to bring it in conformity with all representations and warranties (including all Quality Requirements and specifications), and (ii) deliver the replacement or repaired Product to the address and entity specified by Buyer in writing within five (5) days after Supplier's receipt of the Nonconforming Product; provided, however, that Supplier will replace the Nonconforming Product, in lieu of repair, if Buyer provides notice of the non-conformity within seven (7) days of Product installation. If it will take longer than such five-day period to deliver the repaired or replacement Product, Supplier will promptly notify Buyer of such circumstance in writing prior to the lapse of said five-day period. If Supplier is unable to repair and return the Product within thirty (30) days, Supplier will (at Buyer's written direction) provide Buyer a complete refund in accordance with Section 8.5 below. Any repaired or replaced Product, or part thereof, or re-performed services shall carry warranties on the same terms as set forth above. For any repairs or replacements, Supplier, at its cost and expense, shall perform any tests requested by Buyer to verify conformance to this Order.

8.5 In addition to the remedies noted in Section 8.4 above, Supplier will also promptly reimburse Buyer for all costs and expenses associated with replacements of Nonconforming Products, including those costs associated with all Field Engineer (FE) labor and material costs (labor + travel). Supplier will pay such Buyer invoices for any refund, costs and expenses by wire transfer or check within thirty (30) days of Supplier receiving such invoice. Buyer may instead elect, at its sole discretion and at any time, to use the amount(s) that would otherwise be due hereunder as a credit or set-off that Buyer may use on any amount(s) owed to Supplier under this Order or otherwise. Supplier shall provide Buyer such support as Buyer may require in order to determine root causes related to any Product issues found in the field and/or provide MTBF (Mean Time Between Failures) data for Product-related repairs as requested by Buyer periodically.

8.6 *Data Wiping Requirements*. Supplier shall prevent the unauthorized disclosure of data that may reside in any Nonconforming Product returned to Supplier by conducting a secure wipe of the Nonconforming Product's electronic or magnetic media (including, but not limited to, hard drives, flash-based storage devices such as ATA solid state drives, SCSI SSDs, USB removable media, memory cards, and embedded flash on boards and devices) prior to reissue or reuse of the Nonconforming Product by Buyer or any third party. The secure wipe required hereunder shall be accomplished by completing a single pass overwrite of a "00" or "11" hex. Subsequent to completion of this secure wipe, Supplier shall confirm and document that no usable data is recoverable using standard software methods.

8.7 Supplier agrees to extend to Buyer and its customers any additional warranties received from Supplier's Subcontractors. Supplier shall be liable to Buyer for all material, subcomponents and services purchased directly or indirectly from or performed by all of Supplier's Subcontractors. Supplier shall use commercially reasonable efforts to flow down these GE Healthcare Standard Terms of Purchase to its Subcontractors, or at a minimum, hereby warrant and represent that all its contracts with its Subcontractors contain provisions, including warranty and indemnity, which are in conformity with and no less stringent than the provisions of this Order. Supplier shall enforce such terms on its behalf and for the benefit of Buyer, and if Supplier fails to enforce its terms with such suppliers then Buyer is hereby deemed a third-party beneficiary of Supplier's contract(s) with such suppliers and is hereby assigned the rights to enforce such terms in lieu of Supplier at Supplier's expense. NOTWITHSTANDING THE FOREGOING, THE PARTIES EXPRESSLY AGREE THAT ALL RISKS ARISING FROM GAPS IN WARRANTY, INDEMNITY AND/OR REMEDIES WITH SUPPLIER'S SUBCONTRACTORS SHALL BE BORNE BY SUPPLIER AND SHALL NOT LIMIT SUPPLIER'S WARRANTY OBLIGATION OR LIABILITY TO BUYER HEREUNDER.

9. REPAIR & MAINTENANCE SERVICES.

9.1 With respect to all Products shipped to Supplier for repair, overhaul and/or maintenance services: (a) Supplier shall maintain a record of shipments and receipts to determine warranty coverage of the Products, and provide to Buyer at the beginning of each calendar quarter with a

written report that specifies the Products that were repaired or replaced during the immediately preceding calendar quarter, and whether each such Product was in or out of warranty. (b) At Buyer's reasonable request, Supplier shall conduct a physical inventory of Nonconforming Products and Service Products on Supplier's site and provide Buyer a written report. Supplier shall reasonably assist Buyer in determining any discrepancies between Buyer's records and Supplier's records pertaining to such physical inventory. Supplier shall either provide Buyer a credit, check, or replacement product, based on the value of the Product if Supplier loses, damages, or is otherwise unable to account for Products returned by Buyer. (c) Supplier shall utilize Buyer's resources if any, to track the flow of Products between Buyer and Supplier. (d) Supplier shall appoint a single point of contact for managing Buyer's information systems and notifying Buyer of all shipment promise dates, requesting authorization for change requests, or communicating problems associated with such shipments. Buyer shall provide Supplier a single point of contact and such training for, and access to, applicable Buyer resources as Buyer determines to be reasonable and necessary under the circumstances in Buyer's sole and absolute discretion. (e) Supplier shall ensure all Products are tracked effectively through the use of such Buyer's resources in order to minimize loss. Supplier shall promptly communicate any problems associated with the shipment or tracking of Products to the Buyer's repair team through the process that Buyer reasonably requests of Supplier. Such issues shall include, but are not limited to: improperly shipped Products, repair Orders, and Products received without paperwork.

9.2 In the event Buyer purchases repair, overhaul and/or maintenance services for Products that are out of warranty ("**Service Products**"), the following additional terms shall apply: (a) Service Products are considered "Products" and subject to the terms & conditions of this Order. (b) Buyer shall have sole authority to make the determination whether a Service Product should be repaired or scrapped by Supplier and returned to a Buyer specified facility. Supplier shall not scrap any Service Product without first obtaining Buyer's prior written authorization. (c) Title and risk of loss of the Service Product that Buyer authorizes to be scrapped shall pass to Supplier upon such removal and exchange. Supplier warrants that it will comply with Buyer's written instructions concerning the disposal and/or scrapping of Service Products. Supplier hereby agrees to release, defend, indemnify and hold Buyer harmless against any and all claims resulting from the unauthorized or improper use, distribution, disposal, or scrapping of defective Products. (d) Except as set forth in 9.2(c), title to Service Products remains at all times exclusively with Buyer or its customer, and Supplier warrants that it will take no action, or cause any action to be taken, that will result in any form of lien or encumbrance being placed on any Service Products. Supplier has no right, license or title to Service Products in whole or in part. (e) Supplier will communicate pricing for Service Products using a costed bill of materials, including, but not limited to, labor rate, material price, overhead, and margins. Supplier shall provide written notice to Buyer if any repair cost will exceed the agreed to contractual price of the Order, and Supplier will not commence any such repair unless and until Buyer has provided Supplier written authority.

10. TERMINATION.

10.1 *Termination for Convenience*. Buyer may terminate all or part of this Order for convenience at any time by written notice to Supplier. Notwithstanding anything to the contrary, Buyer's liability and Supplier's exclusive remedy for such termination by Buyer is limited to Buyer's payment for Products delivered and accepted in writing by Buyer prior to the effective date of said termination.

10.2 *Termination for Default*. Buyer, without liability, may by written notice of default, terminate all or part of this Order if Supplier fails to comply with any term of this Order or fails to make progress which, in Buyer's reasonable judgment, endangers performance of this Order. Such termination shall become effective if Supplier does not cure such failure within 10 days of receiving Buyer's written notice of default; except that Buyer's termination for Supplier's breach of Sections 14, 18 or 19 of this Order shall become effective immediately upon Supplier's receipt of Buyer's written notice of default. Upon termination, Buyer may procure at Supplier's expense and upon terms it deems appropriate Products similar to those so terminated, and Supplier shall be liable to Buyer for any excess costs for such Products and other related costs. Supplier shall continue performance of this Order to the extent not terminated by Buyer. If Supplier for any reason anticipates difficulty in complying with any requirements of this Order, Supplier shall promptly notify Buyer in writing. Buyer's rights and remedies in this clause are in addition to any other rights and remedies provided by Law, equity or under this Order.

10.3 *Termination for Insolvency*. If Supplier (a) dissolves or ceases to do business; (b) fails to pay its debts as they come due; or (c) or any other entity institutes insolvency, receivership, bankruptcy or any other proceeding for settlement of Supplier's debts, Buyer may immediately terminate this Order without liability to the fullest extent permitted by applicable Law, except for Products completed, delivered and accepted within a reasonable period after termination (which shall be paid for at the Order price).

10.4 *Supplier's Obligations on Termination*. Upon Supplier's receipt of a notice of termination of this Order, Supplier shall promptly: (a) stop work as directed in the notice; (b) place no further subcontracts/orders related to the terminated portion of this Order; (c) terminate, or if requested by Buyer assign, all subcontracts/orders to the extent they relate to work terminated; and (d) deliver all completed work, work in process, designs, drawings, specifications, documentation and material required and/or produced in connection with such work.

11. BUYER'S PROPERTY. All tangible and intangible property, including information or data compilation of any description, tools, materials, plans, drawings, software, knowhow, documents, intellectual property, equipment or material: (a) furnished or licensed to Supplier by Buyer; (b) specifically paid for by Buyer; or (c) created with Buyer's IP Rights (defined in Section 12 below) shall be and remain Buyer's personal property (collectively, "**Buyer's Property**"). Such Buyer's Property furnished by Buyer to Supplier shall be accepted by Supplier in "AS IS" and "WHERE IS" condition with all faults and without any warranty whatsoever, express or implied, and shall be used by Supplier at its own risk and for the sole purpose of performing this Order for Buyer. Supplier shall not substitute any other property for Buyer's Property without first obtaining the express written consent of Buyer. Promptly upon receipt of a removal request from Buyer, Supplier shall prepare Buyer's Property (if tangible) for shipment and deliver it to Buyer at Supplier's expense in the same condition as originally received by Supplier, reasonable wear and tear excepted. Prior to using Buyer's Property (if tangible), Supplier shall inspect it and train its personnel and other authorized users in its safe and proper operation. In addition, Supplier shall: (i) keep Buyer's Property free of encumbrances and (if tangible) insured at its expense at an amount equal to the replacement cost thereof with loss payable to Buyer; (ii) plainly mark or otherwise adequately identify it (if tangible) as owned by Buyer; (iii) store it (if tangible) separate and apart from Supplier's and third party owned property under Supplier's control; (iv) maintain it (if tangible) properly, and in compliance with any handling and storage requirements provided by Buyer and/or the original manufacturer, or that accompanied it when delivered to Supplier; (v) supervise its use; and (vi) use it only to meet Buyer's Orders without disclosing or otherwise reproducing it for any other purpose.

Supplier shall, at its sole cost and expense, be responsible for operating, maintaining and calibrating the Buyer's Property in accordance with the manufacturer's specifications and recommended guidelines. Buyer or through its third party representative shall have the right to audit all pertinent books and records of Supplier, and to make reasonable inspections of Supplier's facilities to verify compliance with this Section 11 and Section 12 below. Buyer hereby grants to Supplier a non-exclusive, non-assignable license, without the right to sublicense, which is revocable with or without cause at any time, to use Buyer's Property, and any applicable intellectual property rights of Buyer, for the sole purpose of performing this Order for Buyer.

12. INTELLECTUAL PROPERTY.

12.1 *General*. Each respective party shall exclusively own all intellectual property it had prior to the commencement of this Order.

12.2 *Supplier Intellectual Property*. Supplier shall own intellectual property it owned prior to or developed independently of its obligations under this Order ("**Supplier Intellectual Property**"). Buyer shall have an unrestricted license to use, have used, modify, have modified, distribute, have distributed, sell, and have sold all Products purchased under this Order under the Supplier Intellectual Property. Supplier shall not assert any Supplier Intellectual Property against Buyer and its Affiliates, or any of their customers or suppliers, in any Products furnished under this Order, or the repair or refurbishment of any Products furnished under this Order.

12.3 *Buyer Intellectual Property*. Buyer shall own exclusively all rights in ideas, know-how, inventions, works of authorship, documentation, strategies, plans, data and databases created in or resulting from Supplier's performance under this Order, including all patent rights, copyrights, moral rights, rights in proprietary information, data rights, database rights, trademark rights and other intellectual property rights (collectively, "**Buyer's IP Rights**"). If by operation of Law any such intellectual property is not owned in its entirety by Buyer automatically upon creation, then Supplier agrees to, and hereby does, transfer and assign to Buyer, Supplier's entire right, title and interest throughout the world to such intellectual property. Supplier further agrees to enter into and execute any documents that may be required to transfer or assign ownership in and to any such Buyer's IP Rights to Buyer. Supplier is prohibited from selling to any third party the Products or a substantially similar product that is either (i) developed for Buyer under this Order, (ii) incorporates any Confidential Information of Buyer or Buyer's Property, or (iii) is specifically designed or configured for use with Buyer's products or applications using Confidential Information of Buyer, Buyer's Property or information received or know how developed in connection with this Order. Should Supplier, without Buyer's prior written consent and authorization, design or manufacture for sale to any person or entity other than Buyer any goods substantially similar to, or which reasonably can substitute or repair, a Product purchased hereunder, or obtains governmental approval for such Product or repair, Buyer, in any adjudication or otherwise, may require Supplier to establish by clear and convincing evidence that neither Supplier nor its Subcontractors used in whole or in part, directly or indirectly, any of Buyer's Property, Buyer's Confidential Information or Buyer's IP Rights, as set forth herein, in such design or manufacture of such Products or in obtaining governmental approval with respect to such Products or repair.

12.4 *Data Rights*. Supplier agrees that Buyer, its customers, third party contractors and all other users may access, receive, collect, transmit, maintain, prepare derivative works from, and otherwise use information about Supplier's Products, including machine, technical, systems, usage and related information ("**Source Data**") to facilitate the provision of Products, and to verify compliance with the terms of this Order. Buyer, its customers, third party contractors and all other users also have the right to use the Source Data for research, development and continuous improvement of its products, software and services. Buyer will own all data, concepts, products, services, software, intellectual property and other rights arising from and/or related to Buyer's use, analysis, research and/or development of the Source Data. For the avoidance of doubt, nothing in this clause 12.4 is intended to grant to Buyer any rights in any personal data Supplier provides under this Agreement or any pre-existing intellectual property of the Supplier.

12.5 *Documentation*. For any Documentation which is not covered by Buyers IP Rights, Supplier shall secure for and grant to Buyer an irrevocable, perpetual, sub-licensable (through all tiers of sub-licensees) worldwide, nonexclusive, paid-up, royalty-free right and license to use, reproduce, modify, distribute, perform, display, and prepare derivative works of any such Documentation, including excerpts thereof.

12.6 *Trademarks*. Notwithstanding any other provision of this Order, Buyer trademarks, trade names, service marks, part numbers or other identifiers, including any Buyer packaging and copyright notices, constitute "**Buyer Marks**" for purposes of this Order. Supplier is only allowed to use Buyer Marks as specifically permitted and directed by Buyer in the Order and in accordance with Buyer guidelines, specifications, and policies, and Supplier agrees to comply fully with all guidelines adopted from time to time by Buyer.

12.7 *Supplier's Marks*. Supplier grants to Buyer a non-exclusive, perpetual, irrevocable, worldwide, paid-up, royalty-free license to use Supplier's trademarks, service marks, and trade names (collectively, "**Supplier Marks**") on, or in connection with, any of Buyer's marketing, sale, maintenance, repair, licensing, operation, and distribution of the Products. Use of Supplier Marks includes use: (a) in any advertising, (b) on Buyer's websites, and (c) in any documentation or marketing materials for the Products or any Buyer product that incorporates the Supplier's Product(s).

13. SOFTWARE.

13.1 *Embedded Software*. If any Products contain Embedded Software (defined below) that is not Buyer's Property or Buyer's IP Rights, Supplier shall, under all intellectual property rights, grant Buyer a non-exclusive worldwide, irrevocable, perpetual, royalty-free license, with the right to sublicense, to copy, modify, use, load, install, execute, demonstrate, market, test, resell, sublicense and distribute such Embedded Software and modifications thereto as an integral part of such Products or for servicing the Products ("**Buyer-Required License**"). If rights to Embedded Software or any part thereof are owned by a third party, prior to delivery, Supplier shall obtain the Buyer-Required License from such third party owner for Buyer. "**Embedded Software**" means any computer program or compilation of data that is fixed in any tangible medium of expression, or any storage medium from which the program may be perceived, reproduced or otherwise communicated, either directly or with the aid of a machine or device or network which are necessary for operation of the Products and/or embedded in or otherwise delivered or supplied as an integral part of the Products, and/or related Documentation.

13.2 *Software Updates.* For all Embedded Software, Supplier shall promptly deliver to Buyer, and at least simultaneously to the time it delivers or otherwise makes available to other customers or users of similar software products, all error corrections, bug fixes, as well as new versions, releases, updates, and upgrades pertaining thereto.

13.3 *No Other Terms.* If Supplier provides Embedded Software under this Order which requires Buyer, a Buyer customer, or the user, or required the Supplier, to "Accept" various terms and conditions, including "click-wrap," "click-through," browse-wrap," or "shrink-wrap," such terms and conditions will be of no force and effect on Buyer or the user even though they are "accepted" by Buyer, a Buyer customer, or the user in order to access or use the Embedded Software. The relationship and obligations of the parties are solely governed by the terms of this Order. In addition, upon Buyer's request, Supplier, at Supplier's expense (including ongoing maintenance fees), will deposit in escrow all material relating to the Embedded Software (including a copy of the object code, source code, documentation and all annotations thereto) with an escrow agent designated by Buyer and under a written escrow agreement approved in writing by Buyer.

13.4 *Restrictions on Open Source*. Supplier warrants that: (a) the Products shall be free of any software code distributed under, or subject to, any open source license, including the GNU Public License, the GNU Lesser General Public License, or any other license, that requires in any instance that other software distributed with such software code be: (i) disclosed or distributed in source code form; (ii) licensed for purposes of making derivative works; and/or (iii) redistributed at no charge; (b) Buyer is not subject to any restrictions on assertions of patents or other intellectual property; and (c) the Products do not contain any software, key function, virus, worm, code, routine, device, or other harmful code (whether intended or not) that may disable, damage, impair, erase, deactivate, or electronically repossess such Products, data, or other equipment or software (including other goods).

13.5 *Code Integrity Warranty*. Supplier Covenants that the Products: (a) do not contain any restrictive devices such as any key, node lock, time-out, time bomb, or other function, whether implemented by electronic, mechanical, or other means, which may restrict or otherwise impair the operation or use of the Products or any material embodying or comprising the Products; and (b) shall be free of viruses, malware, and other harmful code (including time-out features) which may interfere with the use of the Products regardless of whether Supplier or its personnel purposefully placed such code in the Products. Supplier shall provide Buyer, free of charge, with any and all new versions, upgrades, updates, releases, maintenance releases, and error or bug fixes of the Products (collectively, "**Revised Code**") which prevents a breach of any of the warranties provided under this Order or corrects a breach of such warranties. Revised Code contained in the Products constitutes Products for purposes of this Order.

14. CONFIDENTIALITY, DATA PROTECTION AND PUBLICITY.

14.1 *Confidentiality*. Supplier may receive or have access to certain information that is Confidential Information (as hereinafter defined) of Buyer or its Affiliates in performance of this Order.

(a) "**Confidential Information**", whether furnished before or after the date of this Order and irrespective of the form of communication, means: (i) the terms of this Order; (ii) all information and material disclosed or provided by Buyer to Supplier, including Buyer's Property and GEHC Data as defined in the *GE HealthCare Third-Party Cyber Security Requirements* available at https://www.gehealthcare.com/about/suppliers/terms-and-conditions (the "**3PS Requirements Document**"); (iii) all information derived from Buyer's Property; (iv) all of Buyer's IP Rights (defined in Section 12 above); and (v) such other information provided by Buyer as Supplier should reasonably understand to be confidential.

(b) Supplier shall: (i) use Confidential Information only for the purposes of fulfilling its obligations under this Order; and (ii) without limiting the requirements under Section 14.2 below, use the same degree of care as with its own confidential information, which shall be at least a reasonable standard of care, to prevent disclosure of the Confidential Information, except to its officers, directors, managers and employees (collectively, "**Authorized Parties**"), solely to the extent necessary to permit them to assist Supplier in performing its obligations under this Order. Prior to disclosing Confidential Information to any Authorized Party, Supplier shall advise the Authorized Party of the confidential nature of the Confidential Information and ensure that such party has signed a confidentiality agreement no less restrictive than the terms of this Section. Supplier acknowledges that irreparable harm shall result to the Buyer if Confidential Information is used or disclosed contrary to this Section.

(c) The restrictions in this Section 14 regarding the Confidential Information shall be inoperative as to particular portions of the Confidential Information disclosed by Buyer to Supplier if such information: (i) is or becomes generally available to the public other than as a result of disclosure by Supplier; (ii) was available on a non-confidential basis prior to its disclosure to Supplier; (iii) is or becomes available to Supplier on a non-confidential basis from a source other than Buyer when such source is not, to the best of Supplier's knowledge, subject to a confidentiality obligation with Buyer; or (iv) was independently developed by Supplier, without reference to the Confidential Information, and Supplier can verify the development of such information by written documentation;

(d) Within 14 days of the completion or termination of this Order, Supplier shall return to Buyer or destroy (with such destruction certified in writing to Buyer) all Confidential Information, including any copies thereof. No such return or destruction of the Confidential Information shall affect the confidentiality obligations of Supplier all of which shall continue in effect as provided for in this Order.

(e) Any knowledge or information, which Supplier shall have disclosed or may hereafter disclose to Buyer and which in any way relates to the Products purchased under this Order (except to the extent deemed to be Buyer's Property as set forth in Section 11 above), shall not be deemed to be confidential or proprietary and shall be acquired by Buyer free from any restrictions (other than a claim for infringement) as part of the consideration for this Order, and notwithstanding any copyright or other notice thereon, Buyer and its Affiliates shall have the right to use, copy, modify and disclose the same as it sees fit.

(f) Notwithstanding the foregoing, if Supplier is requested or required by interrogatories, subpoena or similar legal process, to disclose any Confidential Information, it agrees to provide Buyer with prompt written notice (no later than 2 days following receipt of such request) of each such request/requirement, to the extent practicable, so that Buyer may seek an appropriate protective order, waive compliance by Supplier with the provisions of this Section, or both. If, absent the entry of a protective order or receipt of a waiver, Supplier is, in the opinion of its counsel, legally compelled to disclose such Confidential Information, Supplier may disclose such Confidential Information to the persons and to the extent required without liability under this Order and shall use its best efforts to obtain confidential treatment for any Confidential Information so disclosed.

14.2 *Privacy and Personal Data.* To the extent Supplier or any Supplier Personnel or Subcontractors will (or are anticipated to be likely to) Process any Personal Data, Supplier shall comply with the Personal Data Protection Act 2012 and *GE HealthCare Privacy and Data Protection Appendix* ("**PDPA**") located at https://www.gehealthcare.com/about/suppliers/terms-and-conditions. The capitalized terms set forth in this Section 14.2 that are not otherwise defined in this Order shall have the meanings ascribed to them in the PDPA. In the event of any inconsistency of such defined terms,

the definitions set forth in the PDPA shall govern and control for purposes of interpretation of the subject matter covered thereby. Failure to comply with this Section 14.2 shall constitute a material breach of this Order.

14.3 *Data and IT Security*. Supplier agrees that (a) Processing of Buyer's or its Affiliates' Confidential Information; (b) access to GEHC's Information Systems, or (c) the provision of certain services to Buyer or its Affiliates shall be subject to the organizational, technical and physical controls and other safeguards set out in the 3PS Requirements Document. The capitalized terms set forth in this Section 14.3 that are not otherwise defined in this Order shall have the meanings ascribed to them in the 3PS Requirements Document. In the event of any inconsistency of such defined terms, the definitions set forth in the 3PS Requirements Document shall govern and control for purposes of interpretation of the subject matter covered thereby. Failure to comply with this Section 14.3 shall constitute a material breach of this Order.

(a) Remediation of IT Security Issues. Supplier understands and agrees that security and risk issues may be revealed and identified during Buyer's on-boarding processes or during performance of this Order. With respect to any such critical or high-risk security issues that are identified by Buyer and reported to Supplier's IT security department, if those issues are not remediated prior to Buyer's release of this Order, Supplier shall submit a documented remediation plan for review and approval by Buyer. Such remediation plan shall be subject to acceptance and approval by Buyer. Supplier's failure to submit said remediation plan, or failure to execute on an approved remediation plan shall constitute a material breach by Supplier of this Order. In the event of such breach, Buyer shall be entitled to terminate this Order without penalty or liability to Supplier, and to exercise any other applicable rights and remedies available under the Order, in law, and in equity.

(b) Security Incident. Supplier shall notify Buyer without undue delay and no later than within 48 hours after discovery, or sooner if required by applicable Law, of any event in which Buyer's or its Affiliates' Confidential Information is or is suspected to have been lost, stolen, improperly altered, improperly destroyed, used for a purpose not permitted under this Order, or accessed by any person other than Supplier Personnel pursuant to this Order ("**Security Incident**") experienced by Supplier or its sub-processors. Supplier shall report Security Incidents to Buyer's Cyber Incident Response Team at 3PS.GEHCSECURITY@gehealthcare.com. Supplier shall cooperate with Buyer in its investigation of a Security Incident and provide Buyer a detailed description of the Security Incident, the type of data that was the subject of the Security Incident, the identity of each affected person, and any other information Buyer reasonably requests, as soon as such information can be collected or otherwise becomes available. Unless prohibited by law, Supplier shall provide Buyer reasonable notice of, and the opportunity to comment on and approve, the content of any notice related to a Security Incident prior to publication or communication to any third party, except Buyer shall not have the right to reject content in a security notice that must be included to comply with applicable Law. Should Buyer elect to send a security notice regarding a Security Incident, Supplier shall provide reasonable and timely information relating to the content and distribution of that security notice as permitted by applicable Law or regulation pursuant to the security notice. Other than approved security notices, or to law enforcement or as otherwise required by law, Supplier may not make any public statements concerning Buyer's involvement with a Security Incident to any third-party without explicit written authorization of Buyer's Legal Department.

(c) Audits. Buyer reserves the right to conduct an audit, upon 30 days advance notice, of Supplier's compliance with the requirements in the 3PS Requirements Document, including but not limited to: (i) review of the Supplier's applicable policies, processes, and procedures, (ii) review of the results of Supplier's most recent vulnerability assessment and accompanying remediation plans, and (iii) on-site assessments during regular business hours of Supplier's physical security arrangements and Supplier Information Systems. Buyer reserves the right to conduct an application vulnerability assessment if Supplier's vulnerability assessments do not meet or exceed Buyer's application security requirements. This right shall survive termination or expiration of this Order so long as Supplier Processes Buyer's or its Affiliates' Confidential Information. Subject to the confidentiality provisions of this Order, Buyer or its representative may review, audit, monitor, intercept, access, and disclose any information provided by Supplier that is processed or stored on GEHC Information Systems or on GEHC Mobile Devices accessing the GEHC network.

14.4 *Publicity*. Supplier and its Subcontractors shall not make any announcement, take or release any photographs (except for its internal operation purposes for the manufacture and assembly of the Products), or release any information concerning this Order or with respect to its business relationship with Buyer or any Affiliate, or reference any of Buyer's Products to any third party except as required by applicable Law without Buyer or its Affiliate's prior written consent. Supplier agrees that it shall not, without prior written consent of Buyer or its Affiliates as applicable, (a) use in advertising, publicity or otherwise, the name, trade name, trademark logo or simulation thereof of Buyer or its Affiliate or the name of any officer or employee of Buyer or its Affiliates or (b) represent in any way that any Product provided by Supplier has been approved or endorsed by Buyer or its Affiliate.

15. INDEMNIFICATION.

15.1 *Intellectual Property Indemnity*. Supplier warrants that all Products provided and/or utilized pursuant to this Order, whether provided/utilized by Supplier or a Subcontractor, will be free of any and all claims. Supplier shall indemnify, defend and hold Buyer, its Affiliates and its and their customers, and each of its and their directors, officers, managers, employees, agents, representatives, distributors, resellers, sublicensees, contractors, successors and assigns (collectively, "**Indemnitees**") harmless from any and all claims against Indemnitees alleging infringement or misappropriation of any patent, copyright, trademark, trade secret or other intellectual property rights of any third party arising out of the use, sale, importation, distribution, reproduction or licensing of any Product furnished under this Order as well as any device or process necessarily resulting from the use thereof ("**Indemnified Product**"), including any use, sale, importation, distribution, reproduction or licensing in contravention of such Indemnified IP by Products as provided. Buyer shall notify Supplier promptly of any such suit, claim or proceeding and give Supplier authority and information and assistance (at Supplier's expense) for the defense of same, and Supplier shall pay all damages, costs and expenses incurred or awarded therein, including reasonable attorneys' fees. Notwithstanding the foregoing, any settlement of such suit, claim or proceeding shall be subject to Buyer's consent, such consent not to be unreasonably withheld. If use of any Indemnified Product is enjoined, Supplier shall, at Buyer's option and Supplier's expense, either: (a) procure for Indemnitees the right to continue using such Indemnified Product; (b) replace the same with a non-infringing equivalent; or (c) remove the Indemnified Product and/or halt such use of the Indemnified Product in providing Products under this Order and refund the purchase price to Buyer, and in all cases, Supplier shall be responsible for all related costs and expenses. Supplier agrees that it shall obtain an intellectual property infringement indemnity from its direct or indirect Subcontractors providing Products as part of the deliverables under this Order consistent with the intellectual property infringement indemnity it provides to Buyer in this Order and to enforce such terms on its behalf and for the benefit of Buyer, and if Supplier fails to enforce its terms with such Subcontractors then Buyer is hereby deemed a third-party beneficiary of Supplier's contract(s) with such Subcontractors and is hereby assigned the rights to enforce such terms in lieu of Supplier at Supplier's expense.

15.2 *General Indemnity*. Supplier shall defend, indemnify, release and hold the Indemnitees, whether acting in the course of their employment or otherwise, harmless from and against any and all claims, legal actions, demands, settlements, losses, judgments, fines, penalties, damages, liabilities, costs and expenses of any nature, resulting from, arising out of, or relating to: (i) the breach by Supplier of any covenant, representation, or warranty contained in this Order; (ii) any act or omission of Supplier or its Subcontractors; or (iii) any Products. Buyer will notify Supplier of any such claim, suit, or proceeding, and will reasonably cooperate with Supplier (at Supplier's expense) in the defense of the same. Supplier agrees to include a clause substantially similar to the preceding clause in all subcontracts it enters into related to its fulfillment of this Order. Supplier agrees to enforce such terms on its behalf and for the benefit of Buyer. If Supplier fails to enforce its terms with such Subcontractors, Buyer is hereby deemed a third-party beneficiary of Supplier's contract(s) with such Subcontractors and is hereby assigned the rights to enforce such terms in lieu of Supplier. Supplier further agrees to indemnify Buyer for any attorneys' fees or other costs Buyer incurs to enforce its rights hereunder.

15.3 *Limitation of Liability*. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT WILL BUYER BE LIABLE TO SUPPLIER FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS, REVENUE, AND BUSINESS), WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, EQUITY, PRODUCT LIABILITY, FUNDAMENTAL BREACH, OR OTHERWISE ARISING OUT OR RELATED TO THIS ORDER, REGARDLESS OF WHETHER BUYER HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES.**

16. INSURANCE. For the duration of this Order and for a period of (6 years from the date of delivery of the Products, Supplier shall maintain, through insurers with a minimum A.M. Best rating of A-VII or S&PA or the equivalent in those jurisdictions that do not recognize such rating classification and licensed in the jurisdiction where the Products are sold and/or where services are performed, the following insurance: (a) Commercial General/Public Liability, on an occurrence form, in the minimum amount of SGD $5,000,000.00 per occurrence with coverage for: (i) bodily injury/property damage; (ii) personal/advertising injury; and (iii) products/completed operations liability, including coverage for contractual liability insuring the liabilities assumed in this Order, with all such coverages in this Section 16 applying on a primary basis, providing for cross liability, not being subject to any self-insured retention and being endorsed to name Buyer, its Affiliates, and its and their respective directors, officers, and employees as additional insureds; (b) Business Automobile Liability Insurance covering all owned, hired and non-owned vehicles used in the performance of this Order in the amount of SGD $1,000,000.00 combined single limit each occurrence; (c) Employers' Liability in the amount of SGD $1,000,000.00 each accident, injury or disease; (d) Property Insurance on an "All-risk" basis covering the full replacement cost value of all of Buyer's Property in Supplier's care, custody or control, naming Buyer as "Loss Payee"; and (e) Statutory Workers' Compensation Insurance. To the extent this Order is for professional services, Supplier shall maintain Professional/ Errors and Omission Liability insurance in the minimum amount of SGD $3,000,000.00 per claim. If the Products contain Embedded Software, this insurance shall include coverage for failure of IT security and data privacy breach and software copyright infringement. If such insurance is on a claims-made basis, the retro date must precede the date of issuance of this Order, and Supplier must maintain continuity of coverage for 3 years following termination, expiration and/or completion of this Order. Insurance specified in sub-sections 16(c), (d) and (e) above shall provide a waiver of subrogation in favor of Buyer, its Affiliates and its and their respective directors, officers and employees for all losses and damages covered by the insurances required in such subsections. The application and payment of any self-insured retention or deductible on any policy carried by Supplier shall be the sole responsibility of Supplier. Should Buyer be called upon to satisfy any self-insured retention or deductible under Supplier's policies, Buyer may seek indemnification or reimbursement from Supplier where allowed by Law. Upon request by Buyer, Supplier shall provide Buyer with a certificate(s) of insurance evidencing that the required minimum insurance is in effect. The certificate(s) of insurance shall reference that the required coverage extensions are included. Upon request by Buyer, copies of endorsements evidencing the required additional insured status, waiver of subrogation provision and/or loss payee status shall be attached to the certificate(s) of insurance. Acceptance of such certificate(s), which are not compliant with the stipulated coverages, shall in no way imply that Buyer has waived its insurance requirements or any other obligations set forth herein. The above-referenced insurance limits in subsections 16(a), (b) and (c) can be met either via each policy or via a combination of these policies and an excess/umbrella liability insurance.

17. ASSIGNMENT, SUBCONTRACTING AND CHANGE OF CONTROL. Supplier may not assign, delegate, subcontract or transfer (including by change of ownership or control by operation of Law or otherwise) this Order or any of its rights or obligations hereunder, including payment, without Buyer's prior written consent. Should Buyer grant consent to Supplier's assignment, Supplier shall ensure that such assignee shall be bound by the terms and conditions of this Order. Supplier shall advise Buyer of any Subcontractor to Supplier: (a) that shall have at its facility any parts, components or Products with Buyer's or any of its Affiliates' name, logo or trademark (or that shall be responsible to affix the same); and/or (b) 50% or more of whose output from a specific location is purchased by Buyer. In addition, Supplier shall obtain for Buyer written acknowledgement by such assignee or Subcontractor to Supplier of its commitment to act in a manner consistent with Buyer's integrity policies, and to submit to, from time to time, on-site inspections or audits by Buyer or Buyer's third party designee as requested by Buyer. Subject to the foregoing, this Order shall be binding upon and inure to the benefit of the parties, their respective successors and assigns. Buyer may at any time without Supplier's consent, assign or transfer Buyer's rights and obligations hereunder in whole or in part to any party. Supplier agrees to execute all documents and comply with all requirements that may be necessary to complete such assignment or transfer as requested by Buyer including but not limited to a deed of novation, novation agreement, or assignment agreement (as the case may be).

18. COMPLIANCE WITH GEHC POLICIES. Supplier acknowledges that it has read and understands the *GE HealthCare Integrity Guide for Suppliers, Contractors and Consultants* ("**Guide**") located at https://www.gehealthcare.com/about/suppliers/requirements-and-training. Supplier agrees to fully comply with the Guide with regard to provision of the Products and has reviewed (and/or will review, as appropriate) the Guide with all Subcontractors and personnel of the Supplier who will be performing activities in connection with this Order, and has instructed all such Subcontractors and personnel to comply with the Guide. As an essential element of this Order, Supplier shall remain solely responsible to take all necessary measures to ensure Supplier, its Subcontractors and personnel comply with the Guide. Supplier shall act in a manner consistent with all Laws concerning improper or illegal payments and gifts or gratuities (including the U.S. Foreign Corrupt Practices Act and the UK Bribery Act and Singapore's Prevention of Corruption Act 1960 where applicable), and Supplier agrees not to pay, promise to pay, give or authorize the payment of any money or anything of value, directly or indirectly, to any person for the purpose of illegally or improperly inducing a decision or obtaining or retaining business in connection with this Order. Buyer may update its policies, including the Guide, the Global Packaging Requirements, the GE Healthcare Government Acquisition of Commercial Items Appendix and the PDPA, from time-to-time.

19. COMPLIANCE WITH LAWS.

19.1 *General*. Supplier represents, warrants, certifies and covenants ("**Covenants**") that it shall comply with all then-current laws, treaties, conventions, protocols, regulations, ordinances, codes, standards, directives, orders and rules issued by governmental agencies or authorities, which are applicable in any way to the activities relating to this Order or the manufacture, labeling, transportation, importation, exportation, licensing, certification, or approval of the Products or the chemical substances contained therein (collectively, "**Law(s)**") and the Guide. Without limitation to the foregoing, Supplier Covenants that the Products sold to Buyer and their manufacture will comply with all applicable drug and medical device Laws, including regulations promulgated by the Health Sciences Authority of Singapore, the Health Products Act 2007, and any comparable international Laws in countries where the Products are sold. Upon request from Buyer, Supplier shall provide Buyer (or its authorized third party or via a designated platform, if applicable) with all data, certifications and other information pertaining to this Order and activities related thereto, including but not limited to, the Products and all raw material, components, Parts or services used in the manufacture, assembly, servicing or repair of the Products, and any data and information reasonably requested as may be required to enable Buyer to comply with, or to demonstrate Supplier's compliance with, applicable Law, applicable environmental and regulatory requirements, and this Order (collectively, "Compliance Information"). Supplier acknowledges that Buyer relies on Compliance Information to meet its compliance obligations and agrees to indemnify the Indemnitees for any claims, legal actions, demands, settlements, losses, judgments, fines, penalties, damages, liabilities, costs and expenses of any nature, resulting from, arising out of, or relating to the Compliance Information.

19.2 *Environment, Health and Safety*.

(a) General. Supplier Covenants that it shall take appropriate actions necessary to protect health, safety and the environment and has established effective requirements to ensure any Subcontractors it uses to perform the work called for under this Order shall be in compliance with Section 19 of this Order.

(b) Material Content and Labeling. Supplier Covenants that each chemical substance or hazardous material constituting or contained in the Products is suitable for use and transport and is properly packaged, marked, labeled, documented shipped and/or registered under applicable Law. Supplier Covenants that none of the Products contains any chemicals that are restricted or otherwise banned under the Montreal Protocol, the Stockholm Convention on Persistent Organic Pollutants, the U.S. Toxic Substances Control Act, the European Union's Restrictions on Hazardous Substances and REACH legislation, the Canadian Environmental Protection Act, and other comparable chemical regulations, unless Buyer expressly agrees in writing. Upon request from Buyer, Supplier shall provide Buyer with safety data sheets, the chemical composition, including proportions or nanoscale properties, of any substance, preparation, mixture, alloy or Products supplied under this Order and any other relevant information or data in all readily available languages. The term "hazardous material" as shall mean any substance or material regulated on the basis of potential impact to safety, health or the environment pursuant to applicable Law.

To ensure that Buyer may utilize the Products in compliance with applicable Laws, such as Regulation 1907/2006/EC ("**REACH**") and EU Directive 2011/65/EU ("**RoHS Directive**"), Supplier shall: (i) comply with Buyer's REACH Guidance for Suppliers 5396068GSP and (ii) RoHS Directive requirements for Suppliers of Buyer Part and Assemblies 5240305GSP. Supplier agrees to notify Buyer immediately in writing should it or any of its Subcontractors determine that non-compliant Products have been shipped and to provide Buyer with the identification number(s) of the non-compliant Products and stop shipping non-compliant Products.

19.3 [Not used]

19.4 *Import & Export Compliance*.

(a) General. Supplier Covenants that it is knowledgeable regarding all applicable export, export control, sanctions, customs and import laws and shall comply with such laws and any instructions and/or policies provided by Buyer. This shall include securing all necessary clearance requirements, export and import licenses and exemptions from such licenses, and making all proper customs declarations and filings with and notifications to appropriate governmental bodies, including disclosures relating to the provision of services and the release or transfer of Products, hardware, software and technology to foreign destinations or nationals. Supplier Covenants that it shall not cause or permit any Products, technical data, software or the direct product thereof furnished by Buyer in connection with this Order to be exported, transshipped, re-exported or otherwise transferred except where expressly permitted by applicable Law. Supplier Covenants that it is not suspended, debarred or declared ineligible to export by any government entity. If Supplier is suspended, debarred or declared ineligible by any government entity, Buyer may terminate this Order immediately without liability to Buyer.

(b) Trade Restrictions.

(i) Supplier Covenants that it shall not source from or otherwise sell, distribute, disclose, release, receive or otherwise transfer any item or technical data provided under this Order to or from: (1) any country designated as a "State Sponsor of Terrorism" or "SST" by the U.S. Department of State, (2) any entity located in, or owned by an entity located in a SST country, (3) any person or entity listed on the "Specifically Designated Nationals and Blocked Persons" list maintained by the U.S. Department of Treasury, or (4) any person or entity who uses forced labor, including convict labor, indentured labor, or child labor, in violation of U.S. or other country laws, including Section 307 of the Tariff Act of 1930, the Uyghur Forced Labor Prevention Act or comparable Laws. This clause shall apply regardless of the legality of such a transaction under local Law.

(ii) Buyer may, from time to time and for business reasons, withdraw from and/or restrict its business dealings in certain jurisdictions, regions, territories and/or countries. Subject to applicable Law, Supplier hereby agrees not to supply any Products to Buyer under this Order that are sourced, or that include raw materials or components that are sourced, directly or indirectly from any such party, jurisdiction, region, territory and/or country subject to sanctions or restrictions by the U.S. Government or identified to Supplier by Buyer; these countries currently include, without limitation, Belarus, Cuba, North Korea, Russia, the covered areas of Ukraine (such as Donetsk and Luhansk) and the temporarily occupied Crimea region of Ukraine, unless an appropriate U.S. Government license is obtained.

(c) Trade Remedy Laws.

(i) Supplier agrees to mark each Product and, as appropriate/applicable, Product packaging, labels, or invoices with the country of origin (manufacture) for the Product, in accordance with applicable customs/import laws and regulations. Supplier shall also provide Buyer, upon request, acceptable and auditable documentation establishing country of origin for all Products provided under this Order, including without limitation, certifications of origin. Supplier warrants the accuracy of its declarations of origin, including but not limited to certificates of origin, such that Buyer can rely on any origin declarations to determine eligibility for preferential duty under free trade agreements. If Supplier subsequently revokes such

declaration of origin, Supplier agrees, to the extent permitted by law, to indemnify, defend and hold Buyer harmless from and against any additional customs duty, fees, and other costs or expenses arising out of or in connection to any declared eligibility for a free trade agreement.

(ii) Supplier Covenants that no Products sold to Buyer hereunder are subject to antidumping or countervailing duties. Supplier Covenants that all sales made hereunder shall be made in circumstances that shall not give rise to the imposition of new antidumping or countervailing duties or other duties or tariffs including, in connection with a trade dispute or as a remedy in an "escape clause", under the Law of any countries to which the Products may be exported. If any jurisdiction imposes such duties or tariffs on Products subject to this Order, Buyer may terminate this Order immediately upon written notice to Supplier without liability to Buyer.

(d) International Shipments. If Products cross an international border, Supplier shall perform customs clearance as per the applicable Incoterm and provide a copy of the export declaration together with the commercial/pro forma invoice. The invoice shall be in English and the language of the destination country, and shall include the information noted in Section 19.4(e) below. Furthermore, all Products provided by Buyer to Supplier for the performance, and not included in the purchase price, of the Order shall be identified separately on the invoice (e.g., consigned materials, tooling, free issue goods, etc.). Each invoice shall also include any reference information for any consigned Products and shall identify any discounts, credits or rebates from the base price used in determining the invoice value.

(e) Shipping/Documentation Requirements. With each shipment, Supplier shall provide (1) a packing list containing all information specified in Section 3.3; (2) a commercial or pro forma invoice containing all information specified below; and (3) all required security-related information needed to import the Products. The commercial/pro forma invoice shall include: (i) contact names and telephone numbers of representatives of Buyer and Supplier who have knowledge of the transaction; (ii) Buyer's order number; (iii) order line item; (iv) part number; (v) release number (in the case of a "blanket order"); (vi) detailed description of the merchandise; (vii) quantity; (viii) unit purchase price in the currency of the transaction, including any additions to the value, including surcharges, premiums, assists or commissions that are pertinent to the sale; (ix) Incoterms® 2020 used in the transaction; (x) the named place of delivery; and (xi) both "country of origin" of the Products (including certifications of origin for Products qualifying for preferential duty provisions, (including but not limited to, the United States-Mexico-Canada Agreement (USMCA/CUSMA), as applicable) *and* customs tariff numbers of the country of consignment, as each are determined under customs law; the applicable national export control numbers; and if the Products are subject to U.S. export regulations, ECCN or ITAR classifications and Harmonized Tariff numbers. Where Products contain U.S. components, Supplier will also provide Buyer with details of the United States content value as a percentage of the price of the Products upon Buyer's request. In addition, Supplier shall provide, in a timely, complete and accurate manner, to Buyer or Buyer's designated agent, all data required to enable Buyer's compliance with the U.S. Customs Importer Security Filing and additional Carrier Requirements regulation, 19 C.F.R. Part 149 (the "**ISF Rule**") for all of Supplier's ocean shipments of Products to Buyer destined for or passing through a U.S. port, including the timely, complete and accurate provision of the ISF-10 Elements thereunder.

(f) Preferential Trade Agreements/Duty Drawback. If Products shall be delivered to a destination country having a trade preferential or customs union agreement ("**Trade Agreement**") with Supplier's country, Supplier shall cooperate with Buyer to review the eligibility of the Products for any special program for Buyer's benefit and provide Buyer with any required documentation, including declarations or certificates of origin to support the applicable special customs program or Trade Agreement to allow duty free or reduced duty for entry of Products into the destination country. If Supplier is the importer of record for any Products purchased hereunder, including any component parts thereof, upon Buyer's request, Supplier shall provide Buyer with all necessary customs documentation to enable Buyer to file for and obtain duty drawback. Similarly, should any Trade Agreement or special customs program applicable to this Order be introduced at any time during the Order performance and be of benefit to Buyer, in Buyer's judgment, Supplier shall cooperate with Buyer's efforts to realize any such available credits, including counter-trade or offset credit value which may result from this Order, and Supplier acknowledges that such credits and benefits shall inure solely to Buyer's benefit. Supplier shall promptly notify Buyer of any known documentation errors and/or changes to the origin of Products. Supplier shall indemnify Buyer for any costs, fines, penalties or charges arising from Supplier's inaccurate documentation or untimely cooperation.

19.5 [Not used]

19.6 *Subcontractor Flowdown*. Supplier Covenants that it has included requirements substantially similar to the covenants in this Order in all subcontracts it enters into related to the fulfillment of this Order.

20. BUSINESS CONTINUITY PLANNING AND SUPPLY CHAIN SECURITY.

20.1 *Business Continuity Planning*. Supplier shall prepare, maintain and provide, at no additional cost to Buyer, a Business Continuity Plan ("**BCP**"), and upon Buyer´s or its designated third party´s request, Supplier shall provide a written BCP that outlines Supplier´s internal contingency arrangements to ensure continuity of supply if Supplier or any of Supplier´s Subcontractors are unable to provide Products to Buyer. Supplier´s BCP shall, at a minimum, provide for: (a) the retention and retrieval of data and files; (b) obtaining resources necessary for recovery; (c) appropriate continuity plans to maintain adequate levels of staffing required to provide the Products as well as services during a disruptive event; (d) procedures to activate an immediate, orderly response to emergency situations; (e) procedures to address potential disruptions to Supplier's supply chain; (f) a defined prompt escalation process for notification of Buyer in the event of a BCP-triggering interruption; and (g) training for key Supplier personnel who are responsible for monitoring and maintaining Supplier's continuity plans and records. Supplier shall test the BCP at least annually, and Supplier will immediately notify Buyer of any changes to the BCP. Supplier will use all commercially reasonable efforts to ensure continuity of supply of Products to the extent the implementation of such changes in Supplier's BCP could cause a disruption in supply.

20.2 [Not used]

21. GOVERNING LAW AND DISPUTE RESOLUTION.

21.1 *Governing Law*. This Order shall in all respects be governed by and interpreted in accordance with the substantive laws of Singapore, excluding its conflicts of law provisions. The parties exclude application of the United Nations Convention on Contracts for the International Sale of Goods.

21.2 *Dispute Resolution*. In the event of any dispute between the Parties arising from or relating to this Order, then, upon the written request of either Party, each Party will appoint a designated representative from its senior management to endeavor to resolve such dispute in good faith. Supplier shall continue performance of this Order during the pendency of a dispute and shall not be entitled to suspend or delay performance. If the representatives are also unable to resolve the dispute within a reasonable period, (but in no event more than sixty (60) days from the date of receipt of written request), the Parties shall submit the dispute for mediation in accordance with the Mediation Procedure of the Singapore Mediation Centre for the time being in

force. The Parties agree to participate in the mediation and undertake to abide by the terms of any settlement reached. Notwithstanding anything in this Order, in the event the Parties are unable to resolve the dispute within thirty (30) days of commencement of the mediation, or if one party fails to participate in the mediation as agreed herein, the dispute (including any question regarding its existence, validity or termination) shall be resolved arbitration or by court proceedings as elected by the Buyer by way of a written notice to Supplier. If no election is made by the Buyer within fourteen (14) days of a written request of Supplier to the Buyer to make such election (which request shall provide details of the dispute to be resolved), the dispute shall be resolved by arbitration as the default. If any dispute is to be resolved by court proceedings, the Parties hereby irrevocably submit to the exclusive jurisdiction of the Courts of Singapore to resolve such dispute. If any dispute is to be resolved by arbitration, such dispute shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this Clause. The seat of the arbitration shall be Singapore. The Tribunal shall consist of [one (1)] arbitrator. The language of the arbitration shall be English. With regard to any action for breach of confidentiality or intellectual property obligations, nothing in this Section shall preclude either party from seeking interim equitable relief in the form of a temporary restraining order or preliminary injunction.

22. ELECTRONIC COMMERCE. Supplier agrees to participate in Buyer's current and future electronic commerce applications and initiatives. For purposes of this Order, each electronic message sent between the parties within such applications or initiatives shall be deemed: (a) "written" and a "writing"; (b) "signed" (in the manner below); and (c) an original business record when printed from electronic files or records established and maintained in the normal course of business. The parties expressly waive any right to object to the validity, effectiveness or enforceability of any such electronic message on the grounds that any law or rule of evidence requires written, signed agreements. Any such electronic documents may be introduced as substantive evidence in any proceedings between the parties as business records as if originated and maintained in paper form. Neither party shall object to the admissibility of any such electronic document for any reason. By placing a name or other identifier on any such electronic message, the party doing so intends to sign the message with his/her signature attributed to the message content. The effect of each such message shall be determined by the electronic message content and by Singapore law, excluding any such law requiring signed agreements or otherwise in conflict with this Section.

23. INDEPENDENT CONTRACTORS/ADDITIONAL SERVICE-RELATED PROVISIONS.

23.1 *Independent Contractor*. The relationship of Buyer and Supplier is that of independent contractors. Nothing in this Order shall be interpreted or construed as creating or establishing the relationship of employer and employee between Buyer and Supplier or Supplier personnel (which for purposes of this Section 23, shall also include any personnel of Supplier's Subcontractors). Buyer has no right to control directly or indirectly the terms and conditions of the employment of Supplier personnel. As appropriate, Buyer shall give direction as to the ultimate objective of the scope of work of this Order to the Supplier. The Supplier shall ensure that its personnel adhere to the terms and policies in this Order and that they have the requisite knowledge, training and ability to perform work under this Order competently and in accordance with applicable Laws and regulations. Buyer shall have the right to reject or have removed immediately from the performance of work hereunder any Supplier personnel who, in Buyer's sole judgment, lack such knowledge, training or ability. Supplier's personnel are not authorized to enter into any agreements or to make any commitments financial or otherwise on behalf of Buyer.

23.2 *Work on Buyer's or its Customer's Premises*. All Supplier personnel will be subject to and will conform to the applicable site regulations, requirements and rules governing conduct of personnel while at Buyer's or its customer's premises, location, facility or work site (each a "**Buyer Site**"), including safety and security requirements. Supplier is responsible at all times for its, as well as its personnel's, compliance with all of the foregoing. When Supplier's personnel are at a Buyer Site, Buyer or its customers will have the right to remove Supplier, including any personnel, from its premises. At no cost to Buyer or Buyer's customers, Supplier will immediately replace any and all personnel that are removed or violate any of the foregoing regulations, rules, and/or requirements with personnel possessing requisite skills and experience. If any portion of the activities under this Order is performed by Supplier or any member of the Supplier personnel in, on or near a Buyer Site, Supplier shall defend, indemnify, release and hold harmless Buyer, its Affiliates and its or their customers, and its and their directors, officers, employees, agents, representatives, successors and assigns from and against any and all suits, actions or proceedings, at law or in equity, and from any and all claims, demands, losses, judgments, fines, penalties, damages, costs, expenses, or liabilities, which may arise in any way out of (a) injury to or death of any of the members of the Supplier personnel, (b) damage to the property of any of the members of the Supplier personnel, or (c) any environmental claim of whatsoever nature emanating from the equipment, premises and/or property of, or under the control of, Supplier and/or other members of the Supplier personnel, however such injury, death or damage may be caused, whether caused or alleged to be caused by the negligence of any party or third party, the conditions of the premises or otherwise.

23.3 *Background Checks*. To the extent permissible by applicable Law and after securing appropriate written authorization from Supplier personnel, Supplier shall, through the utilization of an authorized background checking agency, perform background checks pursuant to the *GEHC Guidelines for Background Checking* located at https://www.gehealthcare.com/about/suppliers/terms-and-conditions prior to: (a) stationing any Supplier personnel to perform services at any Buyer Site (for clarity, "stationing" shall not include periodic attendance or visits to a Buyer Site); (b) granting Supplier personnel access to Buyer networks ; (c) assigning Supplier personnel to duties that are directly related to the safe operation or security of a Buyer Site, which, if not performed properly, could cause a serious environmental, health or safety hazard; or (d) assigning Supplier personnel to a Buyer Site that is designated in its entirety as "security sensitive," even though the work responsibilities, if performed in another context, would not be security sensitive.

23.4 *Drug Testing*. To the extent permissible by applicable Law and after securing appropriate written authorization from Supplier personnel, [Supplier Covenants that all of its personnel who will perform work under this Order at a Buyer Site have been tested and are free from illegal drugs. The term "illegal drugs" does not include the use of a controlled substance pursuant to a valid prescription. The prescription medication must not prevent the personnel from performing competent and safe work.] OR (*to be used instead of the bracketed language in circumstances where Supplier does not have the right to conduct routine drug testing*) [Supplier Covenants that it will use reasonable endeavors to ensure that all of its personnel who will perform work under this Order at a Buyer Site are free from illegal drugs. In the event Supplier has reason to suspect that any of its personnel performing work under this Order at a Buyer Site are not free of illegal drugs, Supplier agrees to take immediate steps to remove such personnel from the Buyer Site and ensure that the personnel do not continue to perform work under this Order. The term "illegal drugs" does not include the use of a controlled substance pursuant to a valid prescription. The prescription medication must not prevent the employee from performing competent and safe work.]

24. MISCELLANEOUS. This Order, with documents as are expressly incorporated herein by reference, is intended as a complete, exclusive and final expression of the parties' agreement with respect to the subject matter herein and supersedes any prior or contemporaneous agreements, whether

written or oral, between the parties. No course of prior dealings and no usage of the trade shall be relevant to determine the meaning of this Order even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. No claim or right arising out of a breach of this Order can be discharged by a waiver or renunciation unless supported by consideration and made in writing signed by the aggrieved party. Either party's failure to enforce any provision hereof shall not be construed to be a waiver of such provision or the right of such party thereafter to enforce such provision. Buyer's rights and remedies in this Order are in addition to any other rights and remedies provided by Law, contract or equity, and Buyer may exercise all such rights and remedies singularly, alternatively, successively or concurrently. The term "including" shall mean and be construed as "including, but not limited to" or "including, without limitation". The invalidity of any section or paragraph of this Order shall not affect the remainder of such section or paragraph or any other section or paragraph, which shall continue in full force and effect. Any section or paragraph deemed invalid will be given a lawful interpretation that most closely reflects the original intention of Buyer and Supplier. All provisions or obligations in this Order, which by their nature or effect are required or intended to be observed, kept or performed after termination or expiration of this Order shall survive and remain binding upon and for the benefit of the parties, their successors (including successors by merger) and permitted assigns including Sections 2.2(d), 2.3, 6, 7, 8, 11, 12, 13, 14, 15, 16, 18, 19, 21, 22 and 24 of this Order.