

GE HealthCare Request for Quote (RFQ) and/or Request for Proposal (RFP) and/or Request for Information (RFI) and/or Auction (hereafter referred to as this “Request” or “Sourcing Event”)

Terms and Conditions

By submitting a response against this Request (a “**Proposal**”), you, as an authorized representative of the Supplier (“**Recipient**” or “**you**”) acknowledge and agree to the following terms and conditions:

The present Request is issued by an entity that is part of the GE HealthCare business (“**GEHC**” or “**we**”) and constitutes an invitation to provide a Proposal for the supply of goods, services and/or software as described herein. If interested, please submit your best pricing and delivery time(s) (in weeks/business days). Please note that we reserve the right to consider, accept or reject any Proposal at our sole discretion and without any obligation on our part. Proposals received after the deadline are unlikely to be considered. Any costs associated with preparing the Proposal shall be borne entirely by you. If the Proposal includes any relevant descriptive literature, please include a copy of such literature.

BY PARTICIPATING IN THIS SOURCING EVENT AND/OR BY SUBMITTING A PROPOSAL, YOU EXPRESSLY ACCEPT THE TERMS AND CONDITIONS SET FORTH IN THIS DOCUMENT AND IN THE APPLICABLE GE HEALTHCARE STANDARD TERMS OF PURCHASE WHICH ARE AVAILABLE AT [HTTPS://WWW.GEHEALTHCARE.COM/ABOUT/SUPPLIERS/TERMS-AND-CONDITIONS](https://www.gehealthcare.com/about/suppliers/terms-and-conditions). YOU ALSO AGREE THAT SUCH STANDARD TERMS OF PURCHASE SHALL GOVERN BOTH THIS REQUEST AND THE PROPOSAL, AS WELL AS (UNLESS WE AGREE OTHERWISE) ANY AWARD OR PURCHASE ORDER ISSUED BY GEHC TO YOU IN RELATION TO THIS REQUEST. ANY REFERENCE IN YOUR PROPOSAL OR ANY OTHER DOCUMENTATION TO TERMS INCONSISTENT WITH OR IN ADDITION TO THE APPLICABLE GE HEALTHCARE STANDARD TERMS OF PURCHASE SHALL BE DEEMED REJECTED, VOID AND INEFFECTIVE, UNLESS SUCH INCONSISTENT OR ADDITIONAL TERMS WERE SPECIFICALLY AND EXPRESSLY ACCEPTED BY GEHC IN WRITING.

Please be advised that a purchase order, if any, may be issued by the GEHC entity issuing this Request or a GEHC Affiliate (an “**Affiliate**” shall mean and refer to any entity that is directly or indirectly in control of, controlled by, or under common control with the GEHC entity issuing this request, whether now existing or subsequently created or acquired).

Confidentiality

This Request, including its existence, and all associated information and material provided by GEHC either with, or subsequent to, this Request shall be considered confidential and proprietary to GEHC. Recipient shall not disclose this Request, including the existence or terms thereof in whole or in part to any third party without the express prior written consent

of GEHC. Recipient agrees to use all commercially reasonable efforts to protect this Request from loss or theft.

No Publicity

Recipient shall not release any publicity or advertising regarding this Request, without the prior written consent of GEHC. Recipient shall not make any reference to GEHC, any GEHC Affiliate or this Request or any subsequent agreement or services furnished as a result of this Request in any literature, promotional material, brochures, web sites, sales presentations, or other publication (electronic or otherwise) or use GEHC's or any GEHC Affiliate's name, logo, trade name, trademark or simulation thereof without GEHC's or such GEHC Affiliate's prior written authorization.

Legal Issues and Constraints

Recipient represents and warrants that it: (i) possesses all necessary power, authority, rights, licenses, and capabilities to deliver those goods, services and/or software set forth in the Proposal, (ii) unless otherwise stated in the Proposal, has no pending litigation or government investigations (or similar) that could conceivably affect Recipient's ability to deliver such goods, services and/or software and (iii) unless otherwise stated in the Proposal, has no obligation that would or could create the appearance of (or actual) conflict of interest with GEHC's interest during Recipient's delivery of such goods, services and/or software.

No Purchase Obligation

Recipient acknowledges that this Request is not a purchase order and does not authorize you to proceed with any engineering, procurement and/or manufacturing activities, nor shall it be construed as an agreement or commitment on the part of GEHC or any GEHC Affiliate to purchase goods, services and/or software. Such agreement or commitment (if any) must be set forth in a purchase order issued by GEHC or a GEHC Affiliate or in a definitive written agreement signed by Recipient and GEHC or a GEHC Affiliate. GEHC reserves the right to request such additional information and/or documentation as it deems necessary in order to assist with its evaluation of a Proposal, and Recipient shall provide such information and/or documentation in a timely manner. Recipient understands and agrees that Recipient is responsible for all costs and expenses incurred by it in reviewing and responding to this Request, including the preparation and presentation of its Response, and irrespective of whether or not its Proposal is accepted or whether the Request is modified or cancelled/terminated. GEHC may modify or cancel/terminate the Request at any time. GEHC reserves the right to accept or reject any and all proposals (including Recipient's Proposal), and/or waive any formalities or any irregularities or non-conformance to this Request in any Proposal. Regardless of acceptance or rejection of a Proposal, GEHC has the right to use any and all ideas contained in the Proposal.

Provided Information and Liability

Information that is supplied by GEHC as part of this Sourcing Event is supplied in good faith. The information from GEHC contained in the Request and the supporting documents and in any related written or oral communication is believed to be correct at the time of issue. No liability (save for fraudulent misrepresentation) is accepted on the part of GEHC for its accuracy, adequacy or completeness and no warranty is given as such.

Amendments, Modification to Proposal and Rights to Cancel or Vary a Sourcing Event

At any time prior to the deadline for submission of Proposals, GEHC may amend the Request and, if appropriate, the deadline for submission of Proposals shall, at the discretion of the GEHC, be extended. Suppliers may modify their Proposals at any time prior to the deadline for submission of Proposals. Any modification shall only be made and submitted via the link provided in the invitation email or by such other means as GEHC may approve at its sole discretion. GEHC reserves the right to terminate, amend or vary (to include, without limitation, in relation to any timescales or deadlines) a Sourcing Event at any time. GEHC will have no liability for any losses, costs or expenses a Supplier may incur as a result of such actions.

Clarification Requests

GEHC reserves the right to respond to any clarification request made by a Supplier to all potential Suppliers. Any communication related to this Sourcing Event must be submitted via the messaging board or by such other means as GEHC may approve at its sole discretion. Any communication outside of the messaging board (or other GEHC-approved means) shall be rejected and shall result in disqualification of the bids for further consideration unless an exception is provided in writing by GEHC Sourcing team.

Supplier Selection

GEHC reserves the right to accept or reject any or all proposals received, or to negotiate further with one or more suppliers. Suppliers are hereby notified of the possibility that an award may be made without discussion of proposals received and, hence, proposals should be submitted initially on the most favorable terms, from a price (if applicable) and service standpoint. GEHC reserves the right to reject any or all proposals and is not obliged to make an award to the recipient with the lowest price proposal.

Assignment and Subcontracting

Supplier may not assign or subcontract any of its rights or obligations under this Request, its Proposal, any purchase order or any other contract resulting herefrom or therefrom to any other party or entity, nor may any of the foregoing be involuntarily assigned or assigned by operation of law, in each case without the prior written consent of GEHC, which consent may be given or withheld by GEHC in its sole discretion. Supplier acknowledges and agrees that in the case of subcontracting to which GEHC gives its consent, Supplier shall nevertheless remain responsible for the performance of all of its contractual obligations.

Supplier Integrity

All Suppliers will be bound by GEHC's Supplier Integrity Guide (which is available at <https://www.gehealthcare.com/about/suppliers/requirements-and-training>). GEHC shall be entitled to reject any Proposal in full and to exclude a Supplier from any Sourcing Event if GEHC considers such Supplier to be in breach of GEHC's Supplier Integrity Guide. By participating in this Sourcing Event, Supplier accepts that GEHC shall have no liability to a disqualified potential Supplier in these circumstances.

Additional Terms & Conditions

Additional terms and conditions that apply to submitted Proposals include:

- 1) The products and services in this package are subject to Supplier Management practices as defined in the Supplier Quality Manual (available in SCORE's resource center: <https://score.cloud.gehealthcare.com/resources/compliance>).
- 2) The Proposal must be in line with the technical specifications supplied by GEHC for all part numbers and/or services in the Request.
- 3) Complete all applicable sheets within the Request template file provided.
- 4) Specific to Pricing:
 - a. Upon request, provide full disclosure of any and all product related costs.
 - b. Bid estimated annual usages as per provided information in the Request. Notwithstanding anything to the contrary, all forecasts information provided in the Request are not binding in any way on GEHC. GEHC may modify any forecasts at any time in its sole discretion.
 - c. NRE (Non-Recurring Expenses) includes all expenses including but not limited to: Supplier Part Quality Plan (SPQP) execution per GEHC Supplier Quality Manual, tooling, jigs, fixtures, hardware, software incurred to ensure that the product shipped is meeting GEHC requirements.
 - d. Quote most economical order quantities, unless otherwise specified.
 - e. If requested, Field Replaceable Units (FRUs) with production requirements are to have an MOQ of 1 and be priced at the quoted production pricing, plus packaging.
 - f. If desired, you may also provide an alternative price for each part. In doing so, list any exceptions or deviations from the GEHC specifications or drawings separately from the main Proposal.
 - g. During the new part qualification process, where applicable, the purchasing entity and the Supplier will mutually agree upon a number of prototype parts and/or additional documents required from Supplier.
- 5) List any process assumptions affecting quality or pricing for the supply of the parts and/or services.
- 6) GEHC reserves the right to request a re-quote or reject any or all Proposals related to this Request.

- 7) GEHC reserves the right to appoint Supplier at the individual line-item level and/or for the smallest scope of services.
- 8) The final decision to award business will be at GEHC's sole discretion and shall be based on, without limitation, price, the Supplier's capability, warranties, quality & delivery performance, after sales service capability and performance, lead-times, test/NRE/tooling costs, payment and other contractual terms, and any other factors which GEHC considers relevant in its sole discretion.
- 9) Country of Origin Certificates must be provided by Supplier for all products.
- 10) All Proposals submitted shall be valid (including as to any pricing therein) for a period of not less than 12 months from the date GEHC acknowledges receipt, unless GEHC changes designs/specifications in a way that impacts cost.

By responding to this Request, you represent that you are an authorized representative of the Supplier, and your submission of a Proposal will attribute your signature on this Request and your agreement to the terms set out herein, with the intent to create a binding record of agreement on behalf of Supplier with the same legal effect, validity and enforceability of a handwritten signature and paper document.