



Manish Madhukar Bothanzi Medicals <mmadhukar@bothanzi.com>

CT , Ultrasound final quote and final price

Narang, Akash (GE Healthcare) <Akash.Narang@ge.com>

13 September 2022 at 18:30

To: Manish Madhukar Bothanzi Medicals <mmadhukar@bothanzi.com>

Cc: "Baldha, Himanshu (GE Healthcare)" <HimanshuBaldha@ge.com>, "Bali, Rupinder (GE Healthcare)" <Rupinder.Bali@ge.com>, "BHATIA, PANKAJ (GE Healthcare)" <PANKAJ.BHATIA1@ge.com>

Hi Sir,

Greetings from Wipro GE Healthcare

Enclosed is the equipment config and quote for GE CT 32 slice Revolution ACT and Versana Balance Advance Ultrasound.

a. Final price for Revolution ACT EX would be INR 1.21 Cr with 1 Year warranty.

CMC post 2nd Year will be INR 16 Lacs Plus GST with 5% escalation Year over year.

b. Final Price for Versana Balance Advance will be 16 lacs with 3 years warranty

CMC post warranty 1.75 lacs + GST with 5% escalation year on year

For any clarification feel free to call me.

Regards

Akash Narang

Regional General Manager - North India & Nepal

Wipro GE Healthcare Pvt. Ltd.

Patient Care Solutions

Building 7A, 5th Floor, Sector 25A

DLF Cyber City, Phase III,

Gurgaon 122002, India

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2 attachments



Quotation Versana Balance Advance_Tula Hospital.pdf
945K



GE 32 Slice CT Config.docx
25K

Dated: 13-09-2022

To,
Tula Hospital

Quotation of Versana Balance Advance

No. 20201203/Versana/2202

for the supply and installation of

Versana Balance Color Doppler System



Dear Sir/ Madam,

We would like to thank you for giving us the opportunity to offer form Versana family. Versana enables healthcare professionals to confidently and cost-effectively diagnose patient conditions across diverse clinical environments, providing products and support that are totally dependable and elegantly simple.

Versana Balance

Competent. Efficient. Practical. World class ultrasound designed for peace of mind.

Versana Balance™ ultrasound helps you apply your clinical and imaging skills to deliver reliable patient care with no compromise on quality. This practical, professional system covers a broad range of everyday exams.

Versana Balance is an affordable system built with durability to perform reliably in busy care environments day, after day.

Versana Balance enables comprehensive scanning capability with best-in-class image quality for diagnosis and monitoring in clinical settings such as, general practice and OB offices, public primary-care facilities and shared services in private clinics. It comes backed by the renowned GE support and service coverage for peace of mind.

Adaptable Ergonomic design

- Clear display
- **21.5 inches, LED backlit monitor**
- 16:9 widescreen, **full HD** (1920 by 1080 pixels)
- New Gel warmer (optional)

Area of application

- Abdominal
- Obstetrical
- Gynecological
- Small parts
- Musculoskeletal
- Vascular/peripheral vascular
- Urological
- Pediatric
- Cardiac
- Thoracic
- Transcranial
- Transvaginal

World-class image quality built on GE ultrasound legacy

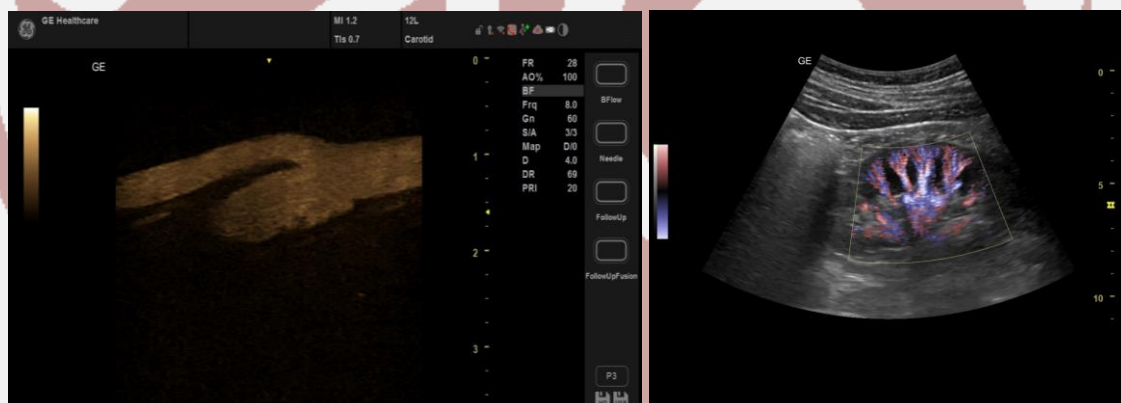
Imaging quality based on world-class technology Versana Balance helps you see clearly with reliable, long lasting image quality that ranks with the best in its class. Images provide high spatial and contrast resolution, helping you visualize anatomical structures and physiological function. Whizz one-touch dynamic image tuning constantly optimizes images as you scan, even as you move from one organ or region to another. You also get proven functionalities found on advanced GE Healthcare systems

- Tru Scan
- CrossXBeam™ Spatial Compounding
- Speckle Reduction Imaging (SRI)
- Multiple Line Acquisition
- Logic View
- Scan Assistant
- Scan Coach
- Virtual Convex
- Auto IMT
- Color Doppler, Power Doppler, Pulse Wave
- Coded Phase Inversion Harmonic Imaging

B-Flow and B-Flow Color

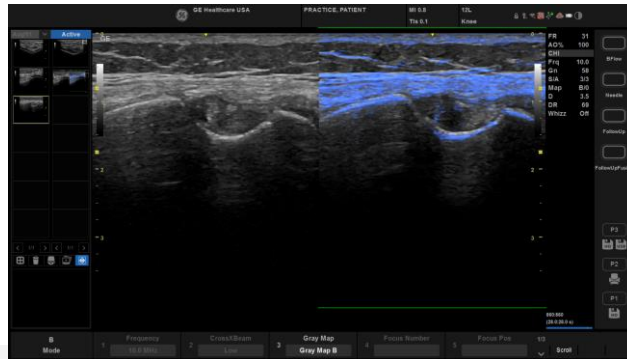
Exclusive GE Patented Technologies to display real hemodynamics, assessment of vessel patency and vascular diseases and direct visualization of blood reflectors with clear background image of the tissue as well.

B-Flow Color shows high frame rates and high sensitivity for detecting smaller and shallower vessels



Follow-up tool

Follow-up tool enables referencing of a prior scan to be placed in comparison to current live scan. Same parameters of previous image fuses with live image.



Whizz

Just touch the Whizz button on your console once. Without pressing it again, Whizz continuously and automatically optimizes the image, even as you move from one organ or structure to another.



Thyroid and Breast (With TI-RADS™) Productivity (With BI-RADS®)

Thyroid-specific package allows user to enter TI-RADS™ criteria/assessment and easily enables labeling, measuring and describing nodules, lymph nodes and parathyroid.

Breast Productivity lets you assess breasts while scanning and describe structure characteristics in comments that feed directly into the report.

SonoBiometry

Automatically perform a variety of basic fetal measurements including:

- Bi-parietal diameter
- Head circumference
- Abdominal diameter
- Femur length
- New Humerus Length



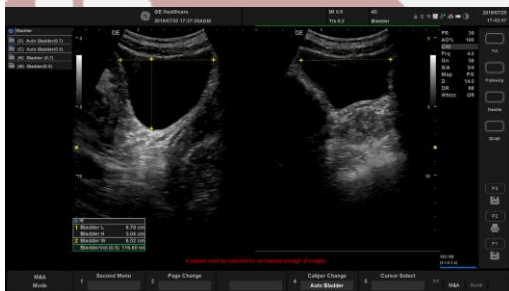
Auto IMT

An efficient, reproducible method for carotid artery analysis



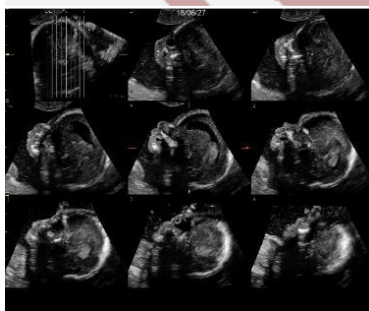
Auto Bladder

Draw a Region of interest (ROI) over the bladder and get automatic volume calculations



3D/4D and Render/TUI

TUI Enables simultaneous view of multiple slices in a volume data set to assist in analyzing adjacent structure deformities.



tant



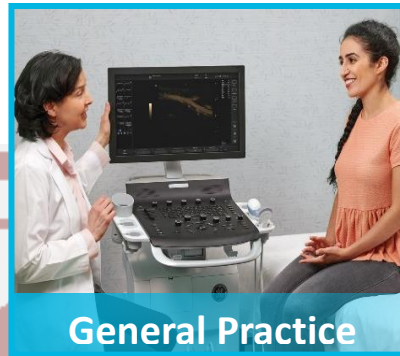
Scan Coach is an innovative reference tool, available on demand during live scanning to help acquire the desired scan plane for many applications.

Scan Assistant provides protocol where the user can define the steps for all types of B-mode/Doppler examination as per their choice resulting in better workflow, lesser scanning time & increase in the exam consistency.



Software Features:

- SonoBiometry
- Easy/Advanced 3D
- 3D/4D
- Scan Coach
- Follow up Tool



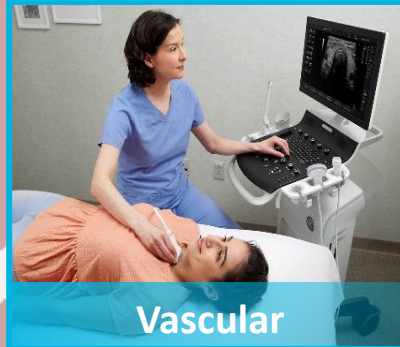
Software Features:

- Auto IMT
- Thyroid Productivity
- Scan Coach
- LOGIQ View
- Follow up Tool
- Breast Care
- Auto Bladder
- Easy/Advanced 3D



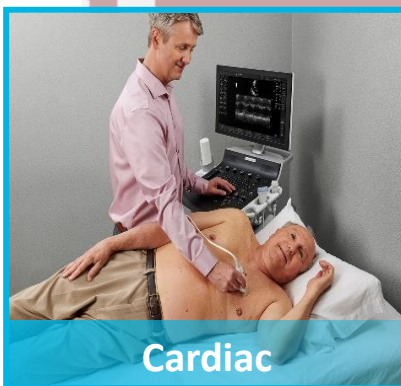
Software Features:

- LOGIQ View
- Follow up Tool
- Easy/Advanced 3D
- Needle Recognition



Software Features:

- Needle Recognition
- B-Flow™ Color
- Auto IMT
- Follow up Tool



Software Features:

- Q-Analysis
- TVI
- Scan Coach
- Follow up Tool



Software Features:

- Needle Recognition

Your Configuration

1	H48302BC	"VSN Balance VA with 21.5
1	H48302BP	VSN B Scan Coach
1	H48302BR	VSN B Sono Biometry
1	H48302BN	VSN B Follow-up Tool
1	H48302BJ	VSN B LOGIQ View
1	H48302BZ	VSN B Easy/Adv_3D
1	H48302BH	VSN B B-Flow™
1	H48302BT	VSN B Auto IMT
1	H48342BN	VSN B Printer shelf
1	H48302BD	VSN B DICOM
1	H48312BJ	Transcend TS8XDVDS-K DVDRW kit with SW
1	H48482AH	Power Cord India
1	H48322BG	Basic User Manual
1	H48302BK	VSN B Needle rec
1	H48302BY	VSN B Thyroid productivity
1	H48322BD	Quick card
1	H48322BE	e-Doc CD
1	E8385NA	4C-RS 2 D Convex Probe
1		L6-12 Linear Probe
1		E8Cs 2D TVS Probe
1		3Sc Cardiac Probe

Optional Items

1. RAB2-6 RS Volume Convex Probe @ INR 2,00,000 + Taxes

2. Sony Thermal B/W Printer @ INR 60,000

Warranty: 3 Year Warranty only (All the probes & parts will be covered under warranty)

- ❖ **Any Physical damage, rat biting, any kind of cut on the probe will not be covered under the warranty.**

Price for the above configuration is inclusive of Custom duty, Excise, **INR 19,00,000/- (Nineteen Lakhs)**

GST includes in the price.

2 KVA Online UPS & Printer needs to be provided by the buyer before installation

Payment Terms: 25% Advance and balance Through Bank/COD,

- ❖ **Delivery Timeline: 8-10 Weeks after PO, advance payment & Valid PNDR Registration**

Terms & Conditions:

1. **Shipment Related:** The price quoted above is inclusive of cost of the product, goods and services tax, freight (to site) and insurance (to site) and excludes Entry Taxes and Octroi (where applicable) which will be paid by the Buyer. Buyer acknowledges that the price quoted above is based on the effective rate of duty and taxes prevailing on the date of this PO and agree that any increase in any of the duties, levies or taxes or any rates thereof including the imposition of any new duty, levy or tax after such date will be paid additionally by the Buyer. In case where the product is being directly imported by the buyer, the buyer will bear the custom duties and any GST that is levied at the time of import, over and above the purchase price quoted in this PO.
2. **Exclusions to Warranty:** this PO shall not cover the following: (a) consumable items, body covers, glass items and accessories not supplied by Seller; (b) consultation or training to assist Buyer's development or modification of any software or protocols not provided by Seller; (c) material and labor costs associated with reusing existing facilities and temporary installation of products for testing, training and other purposes; (d) any service, components or parts replacement, or downtime required as the result of (i) a design, specification, software program, protocol, or instruction provided by Buyer; (ii) Buyer's failure to fulfill any of its obligations or responsibilities under any agreement; (iii) the failure of anyone (other than Seller) to comply with Seller's written instructions or recommendations; (iv) Buyer combining the product with any item of others or with any incompatible item; (v) any alteration or improper storage, handling, use, or maintenance of any part of the product by anyone (other than Seller); (vi) design or manufacturing defects, specifications, or functionalities in any non-Seller item; and (vii) anything external to the product, including building, van, or trailer structural deficiency, power surge, fluctuation or failure, or air conditioning failure; and (viii) Buyer's failure to provide and adhere to the specified or recommended power, grounding, AC/temperature, humidity, air quality or other environmental conditions necessary for optimal health of the equipment's; (d) any additional services required due to movements, additions such as acoustic changes or additions to site, or changes made to the product, unless the Seller has been notified in writing at least 30 days prior to such movements, additions or changes and a written consent has been obtained from the Seller in this regard; (e) The cost of factory reconditioning if reasonably necessary because repair or parts replacement by Seller at the site cannot maintain it in satisfactory operating condition, and such factory reconditioning will be done on a mutually agreeable schedule; (f) X-ray tubes, Vacuum parts, Detector, Crystals, ultrasound probes, cryogen as applicable or supply items external to equipment, accessories like but not limited to UPS, batteries, chillers, injectors, cameras, quality controls equipment, FMRI devices etc. and consumables are not included in the price mentioned herein, unless specifically mentioned; (g) Any intentional or accidental damage caused to the equipment by the Buyer; (h) Any unintentional damages occurring during the equipment servicing or preventive maintenance servicing; (i) Any suboptimal or non-performance of the equipment due to environmental interference such as (but not limited to) electro-magnetic interference, vibration, lightning which are beyond the control of the Seller; (j) Any damage caused to the equipment due to pest, rats or other animals, dust, contrast media, liquid spillage, etc.; (k) all accessories (Printers, UPS etc.) supplied with the equipment are for specific function of the equipment. The Seller reserves the right to forthwith terminate the PO and / or withdraw the benefits associated with the accessories, at its sole discretion, if the accessories are found to be used for alternative / personal use; (l) The Seller's sole obligation under the warranty is limited to repair or replacement of the products at Seller's discretion (l) The probe replacement in case of any issues is subject to 1 per year during the warranty period. The warranty provided is in lieu of all other warranties and guarantees, whether written, oral, implied or statutory and excludes all implied, customary or other warranties of merchantability or fitness for a particular use or purpose.
3. **Extended Warranty:** The buyer acknowledges and agrees that an "extended warranty" (if any offered and included as part of this PO) is NOT an integral part of the equipment but an optional service offering provided by the seller at the point of sale of the original equipment. Therefore, the seller is under an obligation to disclose the sale price of the "extended warranty" separately on the invoice/ related documents and is liable to charge the appropriate GST rate as is applicable to a service contract, which may/ may not be the same as the GST rate applicable on the equipment.
4. **Limitation of Liability:** The Seller's total liability and that of our affiliates and representatives, including any liability under any indemnity claim, to the Buyer and the Buyer's exclusive remedy for any and all claims arising out of or relating to this PO, including but not limited to the products and services provided and for all claims based on failure of products or services provided, during or post warranty period, whether based on contract, statute, tort, indemnity, warranty or extra contractual liability hereunder is limited and in no event shall exceed the price actually paid by Buyer to Seller for the product or service which is the basis for the claim. Buyer agrees that the Seller, its affiliates and representatives have no liability to Buyer for (1) any indirect, special, punitive, incidental,

exemplary or consequential damages (whether or not known or in contemplation by the parties), (2) Loss of profit or revenue, (2) loss of product use, loss of capital, downtime cost, (3) any assistance not required under the applicable terms and conditions of sale, or (4) any claims related to Buyer's order which arise after the warranty period ends. Please note that delivery dates are approximate, and Seller is not liable for delays in performance or delivery due to causes beyond its reasonable control. Please refer to Force Majeure clause listed below for list of such events. If such a delay occurs, Seller may extend the time for performance or delivery date for a period of time equal to the delay. If Buyer requests a later delivery date within thirty (30) days after the mutually agreed scheduled delivery date, Buyer may, at its option, deliver the products to a storage facility designated by Buyer or, if Buyer fails to designate a storage facility, to a storage facility designated by Seller, in both cases at Buyer's expense. Such storage shall not exceed thirty (30) days and if Buyer fails to take delivery at the end of such thirty (30) day period, Seller may, at its option, cancel the order, and Seller shall be entitled to damages arising out of or in relation to such cancellation. Buyer acknowledges that it has chosen to purchase the products based on its assessment and fitness for intended use. The products shall be covered under a warranty against defect in workmanship for a period of fifteen (15) months from the date of shipment or twelve (12) months from the date of Completion of Installation, whichever is earlier. The sole remedy available to Buyer under the warranty is limited to repair or replacement of the products at our discretion. The warranty provided is in lieu of all other warranties and guarantees, whether written, oral, implied or statutory and excludes all implied, customary or other warranties of merchantability or fitness for a particular use or purpose. Seller shall have no obligation to repair or replace the product under warranty if the warranty claim, directly or indirectly, arises out of or in relation to Buyer's actions or omissions or those of Buyer's employees, agents, or any failure to comply with these T&Cs. Replaced/ repaired products or components or parts thereof shall carry a warranty from the date of replacement/ repair till the end of the warranty period of the main product. The warranty provided is applicable only to Buyer. Any modification on the products, or any of their components, other than as performed or authorized in writing by Seller, will invalidate and terminate Seller warranty for the products, effective on the date of any such modification. All products are designed to provide optimum performance with Seller supplied parts. Accordingly, we can make no assurances that product performance will not be affected by the use of non-Seller supplied parts. Seller assumes no liability for the use of non-Seller supplied parts and disclaim any responsibility for any affect such parts may have on product performance and functionality of the product. Seller does not install, test, certify or provide Seller's own software license or warranty for non-Seller products and products which are not listed in our catalog, even if supplied along with the products. For non-Seller products, Seller's sole liability is limited to making available the back-to-back warranty terms as offered by the supplier of the non-Seller products.

5. **Price:** The Buyer acknowledges that the Seller shall have the right to revise the price quoted herein if the Buyer fails to take delivery of the Equipment within 180 (One Hundred and Eighty) days from the date of this PO due to any reason, whatsoever, fully or partly attributable to the Buyer. Notwithstanding the above paragraph, the buyer further acknowledge that if there is a local currency depreciation of 2% (Two percent) or above between the date of this Purchase Order as compared to the US Dollar exchange rate prevailing on the date of the delivery of the Equipment, which date of delivery shall be deemed to be the day on which the Equipment is made available at the installation site/delivery point, the seller shall have the right to revise the Price mentioned in this Purchase Order and upon such revision the seller shall be paid the increased amount in local currency accordingly. The US Dollar to INR exchange rate as on the date of this Purchase Order will be considered as per the exchange rate notified by the RBI Reference Rate as the exchange rate for any particular applicable day ("SPOT Rate"). Notwithstanding the above, if due to any material changes in applicable laws, rules, or regulations, or significant foreign exchange fluctuation the fulfillment of the Purchase Order becomes commercially unviable for you, then you shall inform the same in writing to us and we hereby agree to re-negotiate with you the Price payable for the Products in the respective Purchase Order. If we are unable to arrive at a mutually agreeable revised price, then you may at your option cancel the said Purchase Order without any liability to either of us.
6. **Compliance:** Buyer shall fulfill all regulatory requirements such as requirements under PNDT Act, AERB Guidelines etc., as per the government policies applicable to the product at all point of times. The Seller shall not be liable for any consequences arising due to non-compliance of any such regulatory requirements. Further, Buyer shall not re-sell the products to any other party or to export the products outside India. All X-Ray products & CT Scanners emit X-Ray radiation, which is hazardous unless proper radiation shielding means are provided. It is the responsibility of the Customer to get the layout of the installation site for X-Ray and X-Ray emitting products to be approved by the AERB at its costs and expenses.
7. **Road Permits/Waybills:** Necessary road permit or waybill (if applicable) will be provided towards the delivery of the products at site.
8. **Cancellation of PO:** If the Buyer cancels PO without prior written consent, the Seller shall be entitled to forfeit and retain as cancellation charge any and all payments received as 'advance payments' from the Buyer. This right includes the right to deduct such amounts from any LC/ Bank Guarantee given by the Buyer. In addition, in the event of any cancellation for products requiring site evaluation services by the Seller, the Buyer will pay the Seller reasonable charges for such site evaluation services performed prior to cancellation. In case of payment on COD basis, the Seller shall treat the PO as cancelled by the Buyer if it fails to take delivery of the product within reasonable time from the date of the invoice. In the event of such cancellation, the advance amount paid by the Buyer shall stand forfeited.
9. **Operating and Basic Service Software License; Definition:** "Licensed Software" means the firmware, software, or data compilations (regardless of the media within which they are recorded, fixed or delivered) identified in the order or the written quotation, as applicable, or delivered to Buyer for the operation, installation, use, de-installation, maintenance, or repair of the hardware identified in the order or the written quotation, as applicable. Licensed Software will also include software for enhancing the operation or functionality of the hardware and any other software later provided to Buyer by Seller for use with the hardware. Licensed Software that is not stored internally in the hardware may include a notice that identifies it as Seller proprietary material. Except to the extent further limited by the license terms for specific types of Licensed Software (certain license software may have additional license terms which will be separately provided), Seller grants the Buyer a limited license to: (1) use the Licensed Software only on the specific hardware for which Seller provided Buyer the Licensed Software at the identified geographic location or in the specific site identified in the order or the written quotation, as applicable; (2) make one copy of the Licensed Software in machine-readable form solely for backup purposes, and cannot remove or modify labels or notices of proprietary rights of the Licensed Software or documentation associated with the Licensed Software; (3) use the copy of the documentation identified in the order or the written quotation, as applicable, and having a white cover or label and/or a notice that identifies it as "Operating Documentation" ("Operating Documentation"), and use the tools or instruments identified in the purchase order or the Quotation, as applicable, and provided with the product in a container having a white cover or label and/or a notice that identifies them as "Operating Tools" ("Operating Tools") for the sole purpose of Buyer's use of the Licensed Software and product for its intended purpose; (4) transfer all authorized copies of the Licensed Software, Operating Documentation and Operating Tools to a purchaser of the product who accepts all of the terms, conditions and limitations of this limited License and any other applicable license terms. Except as expressly set out above, Buyer shall not be granted any other rights or licenses in or under the Licensed Software, Operating Documentation or Operating Tools. By way of example, and without limitation, Buyer is not granted any ownership rights in the Licensed Software, Operating Documentation or Operating Tools or any media on which the Licensed Software is recorded or fixed; any other rights or licenses under any of Seller's intellectual property (e.g., patents, copyrights, trademarks, designs, trade secrets, etc.); any right to modify, adapt, translate, rent, lease, loan, resell for profit, distribute, network or create derivative works of any portion of the Licensed Software or Operating Documentation; any right to de-compile, reverse engineer, disassemble, or otherwise reduce the Licensed Software to a human-perceivable form; any right to electronically transfer any portion of the Licensed Software over a network; or any right to retain copies of any versions of Licensed Software, Operating Documentation or Operating Tools which are rendered redundant by Licensed Software the Buyer receive from Seller. Seller will have no obligation to release or make available to Buyer any of the source codes to any software that Seller may provide Buyer.
10. **Broadband Connection:** The Buyer shall obtain a broadband internet connection of suitable specification to connect the concerned product. It will be responsibility of the Buyer to maintain the broadband connection during the period of the PO and service term thereafter, if any.
11. **Default:** Seller may suspend delivery of the products or performance of any services if: (i) Buyer is in default of any obligations under this PO; (ii) Buyer is or becomes insolvent or unable to pay its debts when they fall due; or (iii) any change in those exercising effective control over Buyer occurs. In any such event, Seller may require Buyer to discharge immediately all its payment obligations towards Seller including those which are payable at a future date in respect of products or services already delivered or performed.
12. **End of Product life:** The future availability of service support, whether under a service contract or on an hourly-billed basis, and spare parts for the products will be subject to Seller's end of product life programs. In connection with the products, the warranty period for each of the products is subject to the end of life product program of the Seller. In case the product life ceases before cessation of warranty, the Seller and Buyer shall mutually discuss and arrive at a suitable way forward.
13. **Testing:** The products ordered or some of their components may have been operated intermittently under normal conditions and/or used in staging similar types of products for up to nine (9) months at Seller facilities for (1) the purpose of verifying that products and components perform and demonstrate reliability in accordance with their specifications or (2) for the purpose of facilitating the engineering testing of other components and software. The use of products or components in any of the above applications does not impair their useful life or affect the warranty for the products or components and such

products or their components are not used or pre-owned. Further, the products or some of their components may have undergone design maturity testing at Seller facilities. Seller periodically conducts design maturity tests on mechanical and electrical components for the purpose of validating the reliability of new or modified product design and manufacturing processes. The tests are conducted on a small percentage of newly manufactured products and simulate normal operation within a product's technical specifications for a period of time generally equal to twice a product's expected mean time between failures. Design maturity tests of the products or components do not impair their useful life or affect the warranty for the products or components and such products or their components are not used or pre-owned.

14. **Installation Related:** Buyer agrees that the installation has been completed on the earlier of (1) five days after the date Seller notifies that we have completed installation and the products are operating in accordance with our published performance specifications or (2) the date on which Buyer first uses the products for commercial use, whichever occurs first. Such event shall be deemed as the date of completion of installation and the warranty shall commence from such date. Buyer has to provide any and all government licenses, permits and approvals needed for installation and use of the products. Seller will complete final testing using appropriate internal performance specifications, instruments and procedures and file appropriate reports as may be required.
15. **Risk of Loss:** The products shall always be at Buyer's risk from the time of delivery of the products. The products offered could be damaged *inter alia* by dust and extreme changes in temperature and humidity, etc., and Seller shall not be liable for damage caused by the same. The operating environment at Buyer premises should be controlled to achieve the ambient conditions reproduced in the product data sheets and product catalogues, which need to be strictly followed by Buyer. For continued safe and optimum use of the product, Buyer shall strictly follow the instructions given in the operator's manual. Seller shall not be responsible for damages, injuries or losses suffered or caused either to Buyer, its employees or customers due to, directly or indirectly, non-compliance with the operator's manual and other related instructions and norms.
16. **Usage Environment:** Buyer is responsible for making the place where the products will be located/installed ready for installation in compliance with written specifications or recommendations and all applicable environmental, safety and other regulations and laws, at Buyer's costs and expenses. Installation of the products will not begin until Buyer's responsibilities have been completed to Seller's satisfaction. If Buyer does not properly complete these responsibilities, there may be delays in delivery and installation and commissioning of products for which Seller shall not be liable or responsible.
17. **Force Majeure:** Seller shall not be liable for loss or damage due to delay in manufacture, delivery or installation resulting from any cause beyond reasonable control, including but not limited to compliance with any regulations, orders or instructions of any central or state government, municipal authority or any department or agency thereof, any statutory or judicial or quasi-judicial authority, acts of God, acts of civil or military authority, fires, strikes, or factory shutdown or alterations, embargoes, war, riots, terrorism, delays in transportation or inability due to causes beyond reasonable control including those pertaining to obtaining necessary manufacturing facilities or materials from usual sources, Buyer acts or omissions, including but not limited to failure to comply with recommended operating parameters and norms, and any delays resulting from any such cause shall extend delivery dates correspondingly.
18. **Governing Law & Dispute Resolution:** This PO shall be construed and interpreted in accordance with and governed by the laws of the Republic of India. In the event of any dispute, difference and / or any claim in connection with or in respect of or relating this PO or any rights, obligations or liabilities or any interpretation of the terms of this PO ("Dispute"), either party shall be entitled to give notice thereof to the other party ("Dispute Notice"). The parties shall attempt in the first instance to resolve the Dispute by requesting senior executive management of the parties (or their duly appointed delegates) to use their reasonable endeavors to resolve the Dispute within fifteen (15) days of the issuance of the Dispute Notice. If the Dispute is not resolved through friendly negotiations within the said fifteen (15) days, the Dispute shall be referred to arbitration. Such arbitration shall be governed by the provisions of the Arbitration and Conciliation Act of 1996 or any statutory re-enactment or modification for the time being in force. The venue of arbitration shall be Bangalore, India. Either party shall be entitled to apply to the competent courts at Bangalore, India, for interim or interlocutory relief in respect of such arbitration. The arbitration shall be held in the following manner: (i) All proceedings in any such arbitration shall be conducted in English; (ii) There shall be three (3) arbitrators who shall adjudicate upon the Dispute; (iii) Within thirty (30) days of the expiry of the abovementioned fifteen (15) day period, the party referring the Dispute to arbitration shall appoint one arbitrator and the other party shall appoint one arbitrator; (iv) The third arbitrator shall be appointed by the two appointed arbitrators, appointed as above provided, within fifteen (15) days of the appointment of the last of the two arbitrators; (v) The arbitration award made by all or majority of the arbitrators shall be final and binding on the parties and the parties agree to be bound thereby and to act accordingly; (vi) The award shall be enforceable in any competent court of law; (vii) When any Dispute is under arbitration, except for the matters under Dispute, the parties shall continue to exercise their remaining respective rights and fulfill their remaining respective obligations under this PO during the pendency of the arbitration proceedings.
19. **Termination:** Notwithstanding the aforesaid, the Seller or Buyer may terminate this PO at any point by giving a thirty (30) days advance written notice to the other party. In either case, Seller shall retain the right to adjust any advances received from the Buyer towards any and/or all outstanding dues. The Buyer shall be responsible to bear all the taxes paid by Seller.
20. **Confidentiality:** Each party will treat the terms of this PO and the other party's written, proprietary business information as confidential if marked as confidential or proprietary. Buyer will treat Seller's software and technical information as confidential information whether or not marked as confidential and shall not use or disclose to any third parties any such confidential information except as specifically permitted or as required by law (with reasonable prior notice to Seller). The receiving party shall have no obligations with respect to any information which (i) is or becomes within the public domain through no act of the receiving party in breach of this PO, (ii) was in the possession of the receiving party prior to its disclosure or transfer and the receiving party can so prove, (iii) is independently developed by the receiving party and the receiving party can so prove, or (iv) is received from another source without any restriction on use or disclosure.
21. **Data Rights:** Seller may collect, prepare derivatives from and otherwise use data related to Products and not containing "personal information" or "sensitive personal data or information" (non-health data) for such things as training, demonstration, research, development, benchmarking, continuous improvement and facilitating the provision of its products, software and services. Seller will own all the property rights resulting from such collection, preparation and use. The non-health data will not be used to identify Buyer or sold by Seller without Buyer's consent.

CLAUSES TO BE INCLUDED ONLY FOR SPECIAL CASES (OTHERWISE TO BE DELETED)

22. **Price:** Similarly, if there is a local currency appreciation of 2% (two percent) or above between the date of this Purchase Order as compared to the US dollar exchange rate prevailing on the date of delivery of the equipment, which date of delivery shall be deemed to be the day on which the Equipment is made available at the installation site/ delivery point, we shall have the right to revise the Price mentioned in this Purchase Order and upon such revision the seller shall be paid the increased amount in local currency accordingly. (Note: To be included only by exception approval)
23. **[Special T&C for Gold Seal/Refurbished Products:** In addition to the general T&C contained in this PO, the following conditions also apply: (i) Pre-owned product offered hereunder has been previously owned and used; (ii) When delivered, such product may have received mechanical, electrical and cosmetic reconditioning as necessary, and will meet the technical specifications, as may be specifically communicated; (iii) Since pre-owned product may be offered simultaneously to several customers, its sale is subject to continued availability and applicable laws; (iv) If the pre-owned product is no longer available or if Seller ability to supply such product is limited by change in applicable laws, (a) we will, subject to applicable laws, attempt to identify other pre-owned product that meets Buyer needs (subject to Buyer acceptance), and/or (b) cancel the order and refund any deposit Buyer may have paid, without any interest; (v) Seller shall not be held responsible or liable for any delay in transport or delivery for any reasons whatsoever, or in delivering the pre-owned product to the designated location and site through the shipping or transporter's agency; (vi) Time for delivery shall not be of the essence of the contract unless otherwise agreed; (vii) However, with respect to payment from Buyer to Seller for purchase of any such the pre-owned product, time shall be of the essence; (viii) The pre-owned product will be at Buyer risk from the time of delivery of the pre-owned product; (ix) Pre-owned product shall have a warranty as may be communicated specifically in the PO; (x) Buyer acknowledges that the purchase of the pre-owned product is based on Buyer's assessment of its specifications and fitness for intended use, the Seller shall make an endeavor to meet the specifications of the products ordered by the Buyer, however, certain minor modifications/ alterations may be made to the pre-owned products, which do not affect the performance of the pre-owned products in any manner, at the sole discretion of the Seller.]

24. [Post Warranty Service Terms: We have the option to enter into an annual Maintenance Service Agreement (the "MSA") post the Warranty Period. The MSA shall be in the format prescribed by you and shall be subject to the Terms of Agreement for Service as attached to your Quotation and agreed to by us. Should we agree to enter into an MSA with you, the service charges and escalation thereto shall be as under: (a) Service Agreement Charges: The Service Agreement Charges (the "Service Charges"), exclusive of all applicable taxes and levies (which shall be to our account), for the MSA for the first year shall be INR _____ (Indian Rupees _____ only). Subject as provided below, the Service Charges shall be valid only if the MSA is signed and entered into by us on or before the date of expiry of the Warranty Period/ extended warranty period. (b) Escalation of Charges: After the first year of the annual MSA, the Service Charges shall be subject to an increase of ___% on a year on year basis. We acknowledge that the above Service Charges and any increase thereto shall remain valid for a maximum period of 5 (five) years from the date of commencement of the warranty. We further understand and agree that in the event we opt for entering into the MSA post the Warranty Period/ extended warranty period, our entitlement to do so shall, on the outside, be limited to 7 years from the Installation Completion Date or the End of Life of the Equipment whichever is later and you shall not be obliged in any manner to provide any maintenance services, either as a part of MSA or otherwise beyond such period. The above mentioned 7 years period is not applicable if the Equipment is a Gold seal (GS)/Refurbished /Pre-owned equipment. Notwithstanding the above, we further acknowledge that you may decide to revise the prevailing applicable Service Charges in the event of any change in circumstances arising out of, but not limited to, change in site or environmental condition, or changes brought about by Government regulations, or change in local currency rate by more than 5% (Five percent) as compared to the US Dollar exchange rate prevailing on the date of this Purchase Order vis a vis the date of signing of the applicable MSA. We agree that imposition of any fresh or additional taxes, levies, custom duty, or any other outgoings or increase in the rates or change in slabs thereof pursuant to any Government orders, rules, regulations etc. shall be to our account. We agree that for the purposes of this Purchase Order, the exchange rate of INR and US dollar shall be taken to be the exchange rate notified by the RBI Reference Rate as the exchange rate for any particular applicable day. <<Note: The above section on "Post Warranty Service Terms" is to be included in the Purchase Order only when customer freezes the post warranty service price in INR at the Point of Sale. To be removed otherwise.>> Or We have the option to enter into a Maintenance Service Agreement (the "MSA") post the Warranty Period/ extended warranty period. The MSA shall be in the format prescribed by you and shall be subject to the Terms of Agreement for Service as attached to your Quotation and agreed to by us. Should we agree to enter into an MSA with you, the service charges and any escalation thereto shall be as under: (c) Service Agreement Charges: The Service Agreement Charges (the "Service Charges") exclusive of all applicable taxes and levies (which shall be to our account), for the MSA for the first year shall be USD _____ (US Dollar _____ only). Subject as provided below, the Service Charges shall be valid only if the MSA is entered into on or before the date of expiry of the Warranty Period/ extended warranty period. The payment for the same would be done in INR. The INR price would be arrived at by multiplying the Service Charges in USD with the SPOT Rate (as defined below) on the date of the commencement of the MSA. (d) Escalation of Charges: After the first year, the Service Charges shall be subject to an increase of ___% on a year on year basis. We acknowledge that the above Service Charges and any increase thereto shall remain valid for a maximum period of 5 (five) years from the date of commencement of the warranty. We further understand and agree that in the event we opt for entering into the MSA post the Warranty Period/ extended warranty period, our entitlement to do so shall, on the outside, be limited to 7 years from the Installation Completion Date or the End of Life of the Equipment whichever is later and you shall not be obliged in any manner to provide any maintenance services, either as a part of MSA or otherwise beyond such period. The above mentioned 7 years period is not applicable if the Equipment is a Gold seal (GS)/Refurbished /Pre-owned equipment. Notwithstanding the above, we further acknowledge that you may decide to revise the prevailing applicable Service Charges in the event of any change in circumstances arising out of, but not limited to, change in site or environmental condition, or changes brought about by Government regulations. We agree that imposition of any fresh or additional taxes, levies, custom duty, or any other outgoings or increase in the rates or change in slabs thereof pursuant to any Government orders, rules, regulations etc. shall be to our account. We agree that for the purposes of this Purchase Order, the exchange rate of INR and US dollar shall be taken to be the exchange rate notified by the RBI Reference Rate as the exchange rate for any particular applicable day ("SPOT Rate"). <<Note: The above section on "Post Warranty Service Terms" is to be included in the Purchase Order only when customer freezes the post warranty service price in US Dollar at the Point of Sale. To be removed otherwise.]
25. **Incase there are Install linked Deal to include the clause for the balance payment.
- Payment Term : Balance value of INR _____ will be paid to you after successful installation. In case, installation is delayed beyond 60 days from the date of delivery of the equipment due to change in site plan and/or any issue from our end, we shall pay the balance amount on or before 75 days from the date of delivery.
26. Third Party Liability Clause : To be included only on exception approval from Legal & CFO only for Strategic customers.
27. Notwithstanding the generality of the foregoing terms and conditions, in the event the Seller is bundling the sale of the Equipment with **Digital Expert Solution**, the following additional terms and conditions shall also be applicable:
- The Buyer shall provide a stable broadband connection with > 1 MBPS speed and a static IP address and shall ensure that the internet connection is always available to avail the training/services from Digital Expert Solution. The Buyer shall be entitled for cumulative 45 hours of support through the Digital Expert Solution to be availed by the Customer within 1 year of installation or 15 months of delivery (whichever is earlier). The training through Digital Expert application needs to be booked in advance and the minimum duration is 1 hour. Any instant support requirement will be provided based on availability. In both cases, the time spent in resolving issues (min. 1-hour slots) will be deducted from the total package hours entitlement of the Customer. Please note that Digital Expert support shall be provided only during available slots as pre booked. The warranty on the Digital Expert kit is 12 months from the date of installation or 15 months from the date of delivery of the shipment, whichever is earlier. The hardware kit shall be insured till the point of delivery. Seller shall not be responsible for any damage, or pilferage or loss to the hardware kit after the same is delivered at site.

Regards
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