



## PURCHASE ORDER

Mark all packages, packing lists, correspondence, and invoices, with the GE Item Identifier and Order Number. A packing list must accompany each shipment with requestor name included. Invoices are not payable before items are received

Page 1 Of 4

### HEADERS

PO Number	911120086066	Date	19-Mar-2020
Revision	0	Revision Date	
Release No.		Status	NEW

### SUPPLIER

J11617	
WINGS BRAND ACTIVATIONS INDIA PVT LTD	
WINGS HOUSE, NO 236, 5TH MAIN, 2ND BLOCK,	Contact
HSBR LAYOUT	Phone
BANGALORE	Fax
KA	E-mail
560043	SURESH@WINGS-PROMOS.COM
India	
Supplier Registration Number	29AACW7753P1ZF

### REQUESTOR

Deliver To/Requestor Name	Mahadevan, Rathi	Deliver To/Requestor E-mail	rathimahadevan@ge.com
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### GE PURCHASE ORDER GUIDELINES

GE and its affiliates want to ensure that every transaction with its Suppliers results in the timely execution of our mutual obligations. The use of Purchase Orders is a General Electric Policy that assists us in processing transactions with your company. By following the Guidelines outlined below, we can work together to ensure you are paid without unnecessary delay.

~ Suppliers must quote the Purchase Order Number on every invoice and all other communications with GE. Failure to do so will result in unnecessary delays or the possible return of the invoice without action.

~ If an Invoice is required for a Purchase Order, it must reflect only that purchase order. An Invoice that includes multiple Purchase Orders will be returned.

~ Item descriptions on your Invoices should reflect descriptions outlined in this Purchase Order.

Differences may result in payment delays.

### GE PRIVACY STATEMENT

This purchase order is subject to the attached general terms and conditions of Purchase Order of GE Healthcare to which the supplier undertakes to comply with.

This order expressly limits acceptance to the terms stated on the attached Purchase Order supplement. Any additions or different terms whether or not materially different set forth in any communication from the seller are objected to and are hereby rejected. This is a computer generated form and does not require any signature. The terms of this PO shall be deemed to be binding on the parties only after its acceptance by the receiving party by raising a signed invoice for the same.

Note for Local Supplies:

PAN : AACW1685J

CIN : U33111KA1990PTC016063

TIN No : 29420051482

CST No : 90253220

KST No : 90203227

Note for Imported Supplies:

This PO does not contain goods from the Negative List as mentioned under the Foreign Trade Policy of India.



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NON-INDIA BASED SUPPLIERS: THE MATERIAL MUST BE DISPATCHED BY OUR NOMINATED FREIGHT FORWARDER ONLY, PLEASE DON'T SEND THE MATERIAL THROUGH COURIER OR OTHER FREIGHT FORWARDERS

#### IMPORTANT NOTE:

1. PLEASE SEND YOUR INSPECTION REPORT (IF APPLICABLE) ALONG WITH EACH SUPPLY.
2. PLEASE OBTAIN CONFIRMATION FROM US IN CASE OF ANY CHANGES IN YOUR PRODUCT DESIGN BEFORE SHIPMENT.
3. SEE ADDITIONAL GUIDELINES ON THE COVER PAGE.
4. ALL IMPORTANT SHIPMENTS LANDING INTO INDIA ON OR AFTER 1<sup>st</sup> JUNE 2004 HAVING ITS PACKAGING MADE OF WOOD NEED TO BE EITHER FUMIGATED OR HEAT TREATED AND BE ACCOMPANIED BY A PHYTOSANITARY CERTIFICATE

Accounts Payable Contact Details: B2PINDIA.HEALTHCARE@ge.com

WE ARE PLEASED TO RELEASE PURCHASE ORDER FOR FOLLOWING ITEMS AS PER THE TERMS AND CONDITIONS INCLUDED.

### SUPPLIER

J11617	
WINGS BRAND ACTIVATIONS INDIA PVT LTD	
WINGS HOUSE, NO 236, 5TH MAIN, 2ND BLOCK,	Contact
HSBR LAYOUT	Phone
BANGALORE	Fax
KA	E-mail
560043	SURESH@WINGS-PROMOS.COM
India	
Supplier Registration Number	29AAACW7753P1ZF

### SHIP TO

#### Wipro GE Healthcare Private Limited

#122 (Part 1),  
Export Promotion Industrial park  
Whitefield  
Karnataka  
Bangalore  
560066  
Karnataka  
India

Deliver To/Requestor Name

Mahadevan, Rathi

Deliver To/Requestor E-mail

rathimahadevan@ge.com

### BILL TO

#### Wipro GE Healthcare Private Limited

Plot No. 4, Kadugodi Industrial Area  
Sadaramangala



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Karnataka  
Bangalore  
560067  
Karnataka  
India

### TERMS

Freight Terms	EXW	Payment Terms	Net 45
Title Passage	FOB Destination	Currency	INR



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#	PO Line Details	Unit Price	Amount
1	Chaudhary Diagnostic Center, Agra : Flex Print mounted on metal frame, Roll Up Standee's , On Way Vision Vinyl - On Glass Door (Standee Creative) Qty 50395 UOM Each Need By 18-Mar-2020 Requisition 911110095521 HSN CODE 49011010	1	50,395.00
		Grand Total	50,395.00

### SPECIAL INSTRUCTIONS

If you want to know more about the methods available to receive orders from GE Healthcare , please visit the site <http://supplierconnect.gehealthcare.com>

### TAX INFORMATION

GST Registration Number 29AAACW1685J1ZW

### ADDITIONAL REMARKS

ANY TAXES / DUTIES AS APPLICABLE WILL BE EXTRA Payments will be processed from the registered office of the Company

India based suppliers to note that GE PAN and VENDOR PAN should be quoted in Invoice, Proforma Invoice, Delivery Challans and all other documents with respect to the purchase of goods or services exceeds INR 2 lakhs per transaction.

A law had been implemented in India named Goods Services Tax ( GST ) . This law generates the need to get, for each line of an order and invoice, a code associated to the nature of the goods or services purchased . The Codes are named Harmonized System of Nomenclature (HSN) for Goods and Services Accounting Code (SAC) for services. These codes are defined by Indian government, including the description. This law only relates to Indian based suppliers delivering the Goods/Services and invoicing within India.

For all Non-Indian suppliers the PO print changes related to addition of HSN or SAC codes and description should have no impact on their current process. Invoice format should remain the same as of today.

**CONTRACT FORMATION**

These Terms and Conditions, the provisions of any document referring to these Terms and Conditions, any attachments thereto, and any samples, drawings or specifications referred to therein, shall collectively constitute the "Purchase Order". This Purchase Order shall constitute our offer to purchase from you the products and services ordered ("Products"). We may revoke this offer at any time before your delivery. You shall be deemed to have accepted this offer, by delivering any Product ordered, or by commencement of work on Products to be specially manufactured for us.

WE HEREBY OBJECT TO AND REJECT THE PROVISIONS OF ANY ACKNOWLEDGMENT, ORDER ACCEPTANCE, WARRANTY STATEMENT, OR INVOICE WHICH ARE INCONSISTENT WITH OR IN ADDITION TO THE PROVISIONS OF THIS PURCHASE ORDER. THIS PURCHASE ORDER SHALL BE THE COMPLETE AND EXCLUSIVE CONTRACT BETWEEN US WITH RESPECT TO THE PRODUCTS AND MAY BE MODIFIED ONLY IN WRITING SIGNED BY OUR AUTHORIZED REPRESENTATIVE AND BY YOU. NO PRIOR PROPOSALS, QUOTATIONS, STATEMENTS, FORECASTS, COURSE OF DEALING OR USAGE OF TRADE WILL BE PART OF THE CONTRACT BETWEEN US.

**COMMERCIAL TERMS**

**Price:** Prices for Products are not subject to increase, except as may be permitted below under "Changes". Prices are not subject to change unless mutually agreed to in writing. Prices provided herein are as per the quotations provided. Unless prohibited by law, you will separately indicate on your invoice any tax that is required to be imposed on the sale of Products.

**Changes:** All quantities ordered are estimates only and may be revised as our requirements change. We may at any time make changes in Product specifications, drawings, designs, delivery dates, shipping instructions or other terms of the Purchase Order. Such changes will be confirmed in writing signed by our authorized representative. You must notify us within ten (10) days of our notice whether and to what extent such changes will affect price or time of delivery.

**Blanket Purchase Order:** The Company shall release a Blanket Purchase Order for a term for certain purchases. The said Purchase Order shall diminish in value or quantity from time to time based on usage within that Blanket Purchase Order value or quantity. Under certain circumstances, if the company realizes the need to revise such PO, the Company shall retain the right to revise the same and re-issue a revised Purchase Order or short close a released Purchase Order. The Supplier shall raise an invoice covering the details of the services or items supplied from time to time on actual basis and payments will be released from the company accordingly on each such invoices within the credit terms.

**In an event there is a conflict between the Terms and Conditions of the PO and agreement, then the agreement Terms and Conditions will take precedence.**

**Transportation:** Unless otherwise specified or specifically included in the pricing hereto, you agree to ship Products to us using our designated carrier with transportation charges billed directly to us by the carrier. We will not pay premium transportation charges unless authorized by us in writing. You will list any unauthorized charges not otherwise billed to us as a separate line item on your invoice. If you ship Products by an unauthorized method or carrier, you will pay any resulting increased freight costs. You will release rail or truck shipments at the lowest valuation permitted and will not declare value on Products shipped.

**Title and Risk of Loss:** Title and risk of loss will pass to us when the Products are delivered to our designated office unless otherwise agreed between the Parties in the applicable Purchase Order and/or your quotation, if approved by us in advance.

**Shipments:** You agree to assure deliveries in the quantities and on the dates specified in this Purchase Order. Unless otherwise expressly stated, time is of the essence. In the event any shipment is not made in time for delivery on the date and in the quantity set forth on the Purchase Order, or if applicable, the Purchase Order is shipped without an approved/transacted advance shipment notice, we may: (i) return to you some or all of the Products in the shipment at your risk and expense, including without limitation warehouse or handling cost; (ii) purchase substitute products elsewhere and charge you with any resulting loss; (iii) direct you to make an expedited shipment of additional or replacement Products, with the difference in cost between any expedited routing and the Purchase Order routing to be paid by you; or (iv) debit you for costs incurred while manually receiving materials. You agree to notify us immediately if you ever have reason to believe that any Product will not be delivered as ordered, or a shipment will not be made as scheduled.

**Packing List:** Each shipment made by you shall include a packing list containing the Purchase Order number, product description as per our Purchase Order, quantity shipped, date of shipment, country of origin, Product weight, and such other information as we may reasonably request or is required by applicable law.

**Inspection and Rejection:** All Products delivered to us by you must meet the terms and conditions of this Purchase Order. All Products shall be received subject to our acceptance or rejection. In the event the Products delivered by you do not meet our requirements, we shall have the absolute right (in our sole discretion) to reject or cancel the Purchase Order without any liability to make any payment whatsoever to you.

**Quality Assurance:** You shall apply, maintain and document a quality system that complies with ISO or a comparable standard for guaranteeing that the Products and/or Services comply with the agreed quality. In the event, the Products and/or Services does not comply with the agreed quality, the Purchase Order shall stand cancelled, the risk and liability of which shall be on you.

**"NO PO-NO PAY POLICY:** Delivery of goods and services by You shall only be made against issuance of a valid Purchase Order by GEHC. The invoice raised by You should compulsorily contain the Purchase Order number, failing which payment shall not be released by GEHC unless the appropriate invoice containing the Purchase Order number is submitted by You."

**Invoices:** Your Invoices shall contain the Purchase Order number, item number of such release, invoice quantity, unit of measure, unit price, total invoice amount, your name and phone number, address to which remittance should be sent, and other such information as may be required by law or requested from time to time by us.

**Billing Disputes:** Billing disputes shall not be a cause for non-performance by you under this Purchase Order.

**Payments:** We shall settle any invoices arising under this Purchase Order within the accepted credit period, as stated in the Purchase Order, and after receiving both the Product and an Invoice prepared in accordance with the terms of this Purchase Order. All sums to be paid by us under this Purchase Order shall be in Indian rupees, unless otherwise agreed to by the parties. We will not be liable for any late fees, interest, carrying or other charges associated with any late payments.

**Micro, Small and Medium Enterprises Development Act, 2006:** You hereby agree to take the full responsibility of notifying us if you are qualified or get qualified during the term of this Purchase Order as a micro, small or medium enterprise as defined under the Micro, Small and Medium Enterprises Development Act, 2006 ("MSME Act"). To comply with the above requirement, you are required to notify us in writing within thirty (30) days of coming under the ambit of the MSME Act as mentioned above. You further acknowledge that in the event you fail to comply with the aforementioned requirement, we shall assume that you do not fall under the ambit of the MSME Act to the extent provided above.

**Taxes:** You shall be responsible for all taxes, central, state or local, together with all governmental filing related thereto, which arise out of your performance hereunder, or which arises as a result of compensation paid hereunder. You shall also be responsible for the payment of all interest and penalties related to any taxes assessed or levied with respect to the provision of the services.

**Set-Off:** We may set-off any amount owed to us from you or any of your affiliates against any amount payable at any time by us to you.

**Warranty:** You represent and warrant that the Products will: (i) be owned by you and free of all liens, claims or encumbrances; (ii) conform strictly to all express or implied specifications, drawings, plans, instructions, samples or other descriptions; (iii) be fit and sufficient for the purpose(s) for which they were manufactured and sold, and if you know (or have reason to know) of a particular purpose for which we or our customers intend to use the Products, will be fit for such particular purpose; (iv) be new and merchantable; and (v) be free from defects in design, material and workmanship, whether latent or otherwise. You represent and warrant that neither the Products nor use of the Products will infringe any patent, copyright, trade secret, trademark or other property right of a third party, nor will infringe any applicable laws. You represent and warrant that any service you may provide will be performed in a competent manner and be fit for any purpose for which you know or have reason to know we or our customers intend to use such service. You agree that these warranties: (a) survive the inspection, acceptance and use of the Products by us and our customers; (b) are for the benefit of us and our successors, assigns, customers and users of our products; and (c) are in addition to any warranties and remedies to which we may otherwise agree or which are provided by law. You agree to extend to our customers and us (and to enforce) any warranties received from your suppliers.

**Indemnification:** You agree to defend, indemnify and hold us and our customers harmless from and against any and all claims, losses, damages, costs and expenses (including without limitation claims for alleged or actual infringement of or misappropriation of third party intellectual property rights based on our use or our affiliates' use or exploitation of the Products, breach of contract, death or injury to a person or injury to property, or other tort claims), liabilities, damages (whether direct or indirect, incidental or consequential) and expenses (including court costs and attorneys' fees) arising out of or relating to the breach by you of any covenant, representation, certification, or warranty contained in this Purchase Order, or from any act or omission of you or your agents, employees or subcontractors. We will notify you of any such claim, suit or proceeding and will assist you (at your expense) in the defense of the same.

**Packaging and Labeling:** You shall be responsible at your own expense for the safe and suitable packaging of the Products. You undertake to observe the requirements of all relevant regulations relating to the packaging, labeling and carriage of the Products in the countries of manufacture, shipment, transit or destination.

**TERM and TERMINATION**

**Term:** The term of these Terms and Conditions shall commence on the date of the Purchase Order released or the amended Purchase Order date whichever is later and shall continue in full force and effect until completion of one (1) year from the date of commencement, unless terminated earlier in accordance with this section, or as otherwise provided in this Purchase Order. We may elect to extend the term of this Purchase Order upon written notice to you for one or more successive one (1) year terms.

**Without Cause:** We may terminate all or any part of the Purchase Order at our convenience, without cause, at any time by giving you ten (10) days written notice. In such event, you shall immediately cease all work and terminate all orders and contracts, and we shall be liable to pay you only for the goods and materials already supplied by you under the Purchase Order. You will notify us in writing of such costs within thirty (30) days of termination. The foregoing shall constitute our only liability to you for termination without cause.

**With Cause:** If you default, we may terminate all or any part of the Purchase Order without liability to you by giving notice to you. A default will occur if you: (i) fail to perform within the time period specified in the Purchase Order; (ii) fail to deliver the Products as per the agreed specifications; (iii) fail to make progress as to endanger performance of the Purchase Order; (iv) fail to comply with the applicable laws and regulations under which you do business; or (v) fail to comply with GEHC's integrity policies or the compliance requirements described herein. We may terminate this Purchase Order upon a default and if you do not cure the default within ten (10) days (or any longer period we authorize in writing) after your receipt of our written notice of default. Additionally, if we determine that any of your representations, warranties, certifications or covenants are untrue, we shall have the right to terminate this Purchase Order immediately without further compensation to you, and you shall compensate us for any damages suffered by us as a result of your untrue representations, warranties, certifications or breach of covenants. A default will also occur if you fail to meet your financial obligations as they become due, if any proceeding under the bankruptcy or



insolvency laws is brought against you, a receiver is appointed for you, or you make an assignment for the benefit of creditors, If a Purchase Order is terminated due to your default, without prejudice to any other legal or equitable remedies available to us, we will have the right to: (a) refuse to accept delivery of any and all Products; (b) return to you unused Products already accepted and recover from you payments made for such Products (and for our freight, storage and other expenses); (c) recover any advance payments to you for undelivered or returned Products; (d) purchase Products elsewhere and charge you with any resultant losses, including without limitation incidental or consequential damages incurred which are attributed to your default; and (e) take title to and possession of any previously undeliverable part of work performed under this Purchase Order.

## COMPLIANCE

**Applicable Laws:** You represent, warrant, certify, and covenant that your performance under this Purchase Order will comply with all applicable laws, ordinances, rules, and regulations, and all conventions and standards, as amended from time to time, of each and all countries where the Products are to be manufactured, used, or delivered, or your performance is to occur, or that relate in any way to the manufacture, labeling, transportation, importation, exportation, licensing, certification, or approval of Products, including, without limitation, those prohibiting bribery or similar payments or practices, and those related to environmental protection, import and export, duties and customs, wages, hours and conditions of employment, occupational safety and licensing requirements, food and drug requirements, discrimination, sexual harassment, immigration, subcontractor selection, health and safety, toxic substances, hazardous materials, electrical or electronic equipment, and minority owned businesses.

**Country of Origin:** You will mark each Product, and, as appropriate, Product packaging, labels, or invoices with the country of origin for the Product, in accordance with the applicable trade and customs laws. You will also provide acceptable and auditable documentation that establishes the country of origin for Product, including without limitation, certifications of origin for Products qualifying for NAFTA preferential duty provisions, as applicable.

**WEEE, RoHS And Equivalent Directives:** You shall provide to us in writing a list of any Products containing any: (a) lead, mercury, cadmium, hexavalent chromium, polybrominated biphenyls (PBB), polybrominated diphenyl ethers (PBDE), or any other hazardous substances the use of which is restricted under EU Directive 2002/95/EC (27 January 2003) ("RoHS Directive"), as amended, or under any equivalent directives or regulations. You represent, warrant, and certify that (i) except as specifically listed in a separate document attached to this Purchase Order, none of the Products are "electrical or electronic equipment" under EU Directive 2002/96/EC (27 January 2003) ("WEEE Directive") or under any equivalent directive; (ii) none of the Products contain any arsenic, asbestos, benzene, polychlorinated biphenyls (PCBs), carbon tetrachloride, or any chemical restricted under the Montreal Protocol on ozone-depleting substances; and (iii) the Products shall conform with the requirements and specifications set forth in the specifications.

**Product Regulatory Compliance:** You represent, warrant, certify, and covenant that the Products and their manufacture will comply with all applicable drug and medical device laws and regulations including any relevant state and central laws and regulations of India, and any comparable international laws and regulations in countries where the Products are sold.

**Supplier Integrity:** You acknowledge that you have received a copy of, and have become familiar with our integrity policy "Integrity Guide for Suppliers". You hereby further agree to use best efforts to comply with the Integrity Policy to the extent applicable to the performance of your obligations under this Purchase Order and abide by the same.

**Product Changes:** Changes proposed by you, both material and process changes, which may affect form, fit, function, reliability, serviceability, performance, interchangeability, regulatory compliance, safety or interface with our equipment must be submitted along with a written change notice, for our approval. This change notice must be sent to us a minimum of ninety (90) calendar days in advance of the proposed implementation date. We then have fifteen (15) days to respond to you with approval of the change, disapproval of the change, or a request for sample evaluation by us.

**Environmental Quality:** You represent, warrant, certify, and covenant that (i) you will take appropriate actions to provide a safe and healthy workplace and to protect local environmental quality in all of your activities, and (ii) each chemical substance constituting or contained in goods sold or otherwise transferred to GE hereunder is on the list of chemical substances compiled and published by applicable authorities.

**Confirmation:** You further represent, warrant, certify and covenant that you have established an effective program to ensure that the activities of any suppliers you utilize to provide any goods or services that will be incorporated into the goods supplied under this Purchase Order will be conducted in conformance with the above-stated warranties and representations.

**Co-Operation:** From time to time, at our request, you shall provide certificates to us relating to any applicable legal requirements or to update any of the representations, warranties, certifications or covenants contained in this Purchase Order, such certificate to be in form and substance satisfactory to us.

## PERSONAL DATA PROTECTION

"Personal Data" includes any information relating to an identified or identifiable natural person that is obtained by you from us; "GE Personal Data" includes any Personal Data obtained by you from us; and "Processing" includes any operation or set of operations performed upon Personal Data, such as collection, recording, organization, storage, adaptation or alteration, retrieval, accessing, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, blocking, erasure or destruction.

GE Personal Data shall not be used or disclosed when it is not necessary to carry out the performance of this Purchase Order or our further written instructions.

You shall use and maintain reasonable and appropriate administrative, physical, and technical safeguards to ensure the security and confidentiality of GE Personal Data. You shall immediately inform us in writing of any breach of security and confidentiality which compromises GE Personal Data, unless you are prohibited from doing so by law.

Upon termination of this Purchase Order, with or without cause, you shall stop the Processing of GE Personal Data, unless instructed otherwise by us, and these undertakings shall remain in force until such time as you no longer possesses GE Personal Data.

You understand and agree that we may use your personal data ("Supplier Personal Data") as specified herein or elsewhere in communications to you, your affiliates, employees or representatives. Such Supplier Personal Data may fall within the following categories of data: identity, photograph and contact information, information related to this Purchase Order and its performance (including, but not limited to, assignment, location, time, costs, and price), information related to your financial situation, and job qualifications of your employees. You agree that you will comply with all legal requirements, including but not limited to obtaining the consent of the data subject, where required, prior to transferring any Supplier Personal Data to us. If a data subject contacts us and requests access to inspect or to obtain a copy of their personal data, we will provide it as required by applicable law. Any requests for access, rectifying errors, or objections shall be brought to our attention by contacting the appropriate Sourcing Manager.

## CRISIS MANAGEMENT

**Communications:** You must maintain the ability to contact us on a twenty four (24) hour a day, seven (7) day a week basis in order to communicate and manage crisis situations that threaten to or interrupt the Supply Chain.

**Business Contingency Plan (BCP):** Upon our request, you shall provide to us a Business Contingency Plan that outlines your internal contingency arrangements to ensure our continuity of supply if you or any of your suppliers are unable to provide Products or components to such Products to us.

## OTHER TERMS

**Our Property:** All tools, dies, layouts, models, drawings, plans, data, manufacturing aids, testing or other equipment or materials, inventions, technology, trade secrets, know how, all reproductions and replacements, or other proprietary information, and all intellectual property rights in the foregoing, which we furnish to you, or which is developed or acquired at our expense or at our direction in the performance of work hereunder, shall be our property and deemed a bailment. You hereby assign and agree to assign to us, and to cause your employees to assign to us, in each case without additional compensation, all such property. You shall bear the risk of loss and damage to all such property. All such property shall be safely maintained separate from your property, and marked "Property of General Electric Company". You shall not move our property from your premises or possession without our prior written consent. You agree not to substitute any property for our property and not to use such property except for performance of work hereunder or as authorized by us. You also agree to insure any tangible property at full replacement cost. Tangible property will be held at your risk and subject to removal at our written request (in which event you will redeliver such property to us at your expense in the same condition as originally received by you, reasonable wear and tear excepted).

**Your Information:** Unless expressly agreed in writing to the contrary, any knowledge or information, which you disclose to us, will not be considered confidential or proprietary information, and we may use it free from any restrictions. You acknowledge that we will use and rely upon information you furnish to us and that you will indemnify and hold us harmless from any and all costs and damages suffered by us as a result of any inaccuracies in such information.

**Our Information:** You agree to keep confidential any materials or information furnished by us to you. You will not disclose or use, directly or indirectly, such materials or information for any purpose other than the purposes of this Purchase Order. You will return to us, at your expense, all such materials and information upon completion of work, termination of this Purchase Order or our request. Notwithstanding anything herein to the contrary, you or your employees or other agents, may disclose to any and all persons, without limitation of any kind, the tax treatment and tax structure of this transaction and all materials of any kind (including opinions and other tax analyses) that are provided to you relating to such tax treatment and tax structure.

**Health and Safety:** Your employees, agents and representatives visiting any of our sites shall be subject to such safety and security regulations as may be in force on that site. You shall ensure that all information held by or reasonably available to you regarding any potential hazards known or believed to exist in the transportation, handling or use of the Products and/or performance of the services shall be received by us in writing prior to delivery of the Products and/or performance of the services. You are responsible where relevant for ensuring that tank containers and other transport equipment are carefully cleaned before filling or loading. All equipments being supplied to GE Healthcare to have Lock Out and Tag Out provision.

**Audit Rights:** At our request, you will allow us (directly or through third parties) to audit and to copy, if applicable, at your expense, any documents you have relating to the performance of your obligations under this Purchase Order or other applicable legal requirements. Additionally, at our request, you will allow us reasonable access to the sites where the work under this Purchase Order is being performed in order to assess (1) work quality, (2) conformance to our specifications, and (3) conformance with your representations, warranties, certifications and covenants under this Purchase Order.

**Intellectual Property:** No rights are granted to you under any of our patents, copyrights, trade secrets or other property rights except as may be expressly agreed to by us. You will not use or incorporate into Products any intellectual property of others without their written permission. Without limiting your indemnity with respect to intellectual property, if the use of a Product or any part thereof is enjoined by a court, you will, at our option and your expense, either procure for us the right to continue using the Product or part, replace the same with a non-infringing equivalent, or remove the Product, refund the purchase price and reimburse us for any related costs incurred by us.

**Trademarks:** The names and trademarks of each party shall remain their sole and exclusive property. If you place one of our trademarks on any Product, or if a Product is unique to us, such Product will not bear your name or trademark and will not be sold to anyone else.

**Publicity:** You may not, without our prior written consent, issue any press release or announcement, advertise or publish the fact that we have contracted to purchase goods or services from you, disclose information relating to this Purchase Order, or use our name or trademarks, or the names or trademarks of any of our affiliates or customers.

**Work on Our Premises:** If you work on our premises or the premises of our customer, you will comply with any applicable site rules and regulations. You and your employees, agents, and representatives visiting any of our premises or our customer's premises shall be obligated to comply with our safety and security regulations or our customer's regulations that may be in force on that site. Except to the extent a claim is due solely and directly to our negligence or our customer's negligence, you will indemnify, defend and hold us and our customer harmless from any claim which may result in any way from any act or omission of you or your agents, employees or subcontractors while on our premises or the premises of our customer.

**Insurance:** You agree to maintain such public liability insurance (including without limitation workers compensation, employer's liability, comprehensive general liability, product liability and property damage insurance) as will adequately protect us in the event of any liability arising under this Purchase Order and, upon our request, you will provide us with evidence of such insurance.

**Dispute Resolution:** Any dispute, controversy or claim relating to this Purchase Order (a "Dispute") will be resolved first through good faith negotiations between us. If the Dispute cannot be resolved through good faith negotiation, then we agree to submit the Dispute for resolution by mediation. The requirement of mediation and negotiation may be waived upon our mutual written consent. If the Dispute is not otherwise resolved through negotiation or mediation within a reasonable time period [such time period not to exceed seventy-five (75) days], either of us may, but is not required to, submit the Dispute to binding arbitration in accordance with the Arbitration and Conciliation Act, 1996. Both of us shall appoint an arbitrator each and the arbitrators so appointed shall appoint the third arbitrator. The arbitration award shall be final and binding on us. The venue of Arbitration shall be at Bangalore and shall be conducted in the English language. The arbitral tribunal shall have no authority to award punitive, consequential or other damages beyond the prevailing party's actual damages [other than reasonable attorney's fees and other costs of arbitration]. Subject to the above, we submit to the exclusive jurisdiction of the Courts in Bangalore, India. If either of us submits a demand for arbitration, we agree that arbitration will be the exclusive forum for adjudication of the Dispute, provided that such demand precedes the filing of a complaint in any court of competent jurisdiction. The cost of the arbitration (including the fees and expenses of the arbitrator(s)) will be shared equally by us; provided, however, that each of us will pay our own attorney's fees. With regards to any action for breach of confidentiality or intellectual property obligations, nothing in this section shall preclude either of us from seeking interim equitable relief in the form of a temporary restraining order or preliminary injunction. Any such request by either of us shall not be deemed a waiver of the obligation to arbitrate hereunder.

**Governing Law:** This Purchase Order shall be governed by and interpreted, construed, and enforced in accordance with the laws of India, without regard to conflict of law provisions thereof.

**Limitation of Damages:** IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO LOST PROFITS, REVENUE AND LOST BUSINESS), WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR OTHERWISE ARISING OUT OF OR RELATED TO THIS PURCHASE ORDER, AND WHETHER OR NOT WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**Remedies:** The rights and remedies herein are cumulative and in addition to all other rights and remedies available at law or in equity.

**Waiver and Invalidity:** Any waiver or renunciation of a claim or right arising out of breach must be in writing and signed by the injured party. Any failure to enforce any provision of the Purchase Order may not be construed as a waiver of such provision or any other provision nor of the right to enforce such provision. The invalidity, in whole or in part, of any provision hereof shall not affect the remainder of the provisions.

**Modification:** This Purchase Order may not be modified, except in writing and signed by our authorized representatives. To the extent that any term in any document, other than in writing signed by both of us that expressly purport to amend this Purchase Order, is contrary to, or conflicts with this Purchase Order, the terms of this Purchase Order shall control.

**Assignment:** You may not sell, assign or otherwise transfer any right or delegate any duty hereunder without our prior written consent. Any attempted assignment or delegation by you will be void.

**Independent Contractor:** The relationship of the parties hereunder shall be that of independent contractors. Nothing in this Purchase Order shall be deemed to create a partnership, joint venture, or similar relationship between the parties and no party shall be deemed to be an agent of the other party. You shall indemnify, defend, and hold us harmless from and against any and all claims by your employees, contractors, or subcontractors regarding entitlement to any compensation or benefits from us or that we are for any purpose their employer or co-employer, including any claim for taxes or related penalties.

**Headings:** The headings on these Terms and Conditions are for convenience only and may not be used in the interpretation thereof.

**Force Majeure:** Except as otherwise provided in the following section below, any delay or failure of you to perform your obligations hereunder shall be excused if and to the extent that it was caused by an event or occurrence beyond your 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, fires, floods, windstorms, explosions, riots, natural disasters, wars, sabotage, acts of terrorism, or court injunction or order; provided that written notice of such delay (including the anticipated duration of the delay) shall be given by you to us within ten (10) days of the occurrence of Force Majeure. During the period of such delay or failure to perform by you, we 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 you and we will not be liable in any way for such reductions. If the delay lasts more than thirty (30) days or if you do not provide adequate assurances that the delay will cease within thirty (30) days, we may terminate this Purchase Order, upon written notice to you and any funds pre-paid by us shall be promptly returned/refunded by you within ten (10) business days of said termination.

**Labor and Supply Problems Not Force Majeure:** Notwithstanding anything in this Purchase Order to the contrary, no delay or failure of to perform your obligations hereunder shall be excused if and to the extent that it is caused by (i) your labour problems, or labour problems of your subcontractors and/or suppliers, such as, by way of example and not by way of limitation, lockouts, strikes, and slowdowns or (ii) your inability, or the inability of your subcontractors and/or suppliers to obtain power, materials, labor, equipment, or transportation. Items (i) and (ii) above as stated in this section do not constitute Force Majeure for purposes of this Purchase Order.

#### **Additional Terms and Conditions for Chemical purchase only**

1. The Supplier shall ensure to supply products having not less than three months of shelf life from the date of receipt of the product at GE.
  2. The Supplier shall supply and deliver the Product to GE only in appropriate and duly approved containers prescribed by the original manufacturer of the Product. In case this information is not available from the Manufacturer, the Supplier will follow GE's instructions for type of containers that can be used. The container shall be labeled appropriately with Hazard warnings, identity of chemical, name and address of the chemical manufacturer, importer or other responsible party.
  3. Supplier shall ensure that the Product is shipped and stored in a safe and hygienic environment and strictly following the norms and procedures prescribed by the original manufacturer.
  4. Supplier understands that GE reserves the right to reject the shipment without any consequent claim of demand on GE, for any reason what so ever, which include but is not limited to the following:
    - a) The shelf of the Product supplied is less than 3 months
    - b) The product has passed its expiry date
    - c) In the sole opinion of GE the Product is not suitable for use for the purpose for which it was intended for purchase.
    - d) If, in the sole opinion of GE, the Product was not shipped in accordance with the procedure stipulated by the manufacturer or the packaging of the Product is tampered with, worn out or damaged.
    - e) If the Product is not shipped in the appropriate container prescribed by the manufacturer.
    - f) If the labeling is not in accordance with the standards and rules prescribed by law.
  5. Supplier shall make available Material Safety Data Sheets (MSDS), quality and conformance certificates in respect of the Product and the same shall be made available to GE forthwith upon request.
- In the event of a conflict between the terms contained herein and Standard terms and condition, the terms contained herein shall supercede.

# GE Integrity Guide for Suppliers, Contractors and Consultants



## A Message from GE

The General Electric Company ("GE") is committed to unyielding integrity and high standards of business conduct in everything we do, especially in our dealings with GE suppliers, contractors and consultants (collectively "Suppliers"). GE bases its Supplier relationships on lawful, efficient and fair practices, and Suppliers must adhere to applicable legal and regulatory requirements in their business relationships as set out in this **GE Integrity Guide for Suppliers, Contractors and Consultants** (the "Guide") in connection with their activities for GE.

Suppliers are responsible to ensure that they and their employees, workers, representatives, suppliers and subcontractors comply with the standards of conduct set out in this Guide and in other contractual obligations to GE. Please contact the GE manager you work with or any GE Compliance Resource if you have any questions about this Guide or the standards of business conduct that all GE Suppliers must meet.

## Responsibilities of GE Suppliers

*You, as a Supplier to GE, agree:*

**Fair Employment Practices:** (i) To observe applicable laws and regulations governing wages and hours; (ii) to allow workers to choose freely whether to organize or join associations for the purpose of collective bargaining as provided by local law or regulation; and (iii) to prohibit discrimination, harassment and retaliation.

**Environment, Health & Safety:** (i) To comply with applicable environmental laws and regulations; (ii) to provide workers a safe and healthy workplace; and (iii) not to adversely affect the local community.

**Human Rights** (i) To respect human rights of your employees and others in your business operations and your activities for GE; (ii) not to employ workers younger than sixteen (16) years of age or below the applicable minimum age, whichever is higher; (iii) not to use forced, prison or indentured labor, or workers subject to any form of compulsion or coercion, or to engage in or abet trafficking in persons; and (iv) to adopt policies and establish systems to procure tantalum, tin, tungsten, and gold from sources that have been verified as conflict free, and to provide supporting data on your supply chain for tantalum, tin, tungsten, and gold to GE when requested, on a platform to be designated by GE.

**Working with Governments, Improper Payments and Dealings with GE Employees and Representatives:** (i) To maintain and enforce a policy requiring adherence to lawful business practices, including a prohibition against bribery of government officials, (ii) not to offer or provide, directly or indirectly, anything of value, including cash, bribes, gifts, entertainment or kickbacks, including offers of employment, or participation in a contest, game or promotion, to any GE employee, representative or GE customer or to any government official in connection with any GE procurement, transaction or business dealing, and (iii) to provide supporting data to GE when requested.

**Competition Law:** Not to share or exchange any price, cost or other competitive information or engage in any collusive conduct with any third party with respect to any proposed, pending or current GE procurement.

**Intellectual Property:** To respect the intellectual and other property rights of GE and of third parties, including all patents, trademarks and copyrights.

**Security and Privacy:** (i) To respect privacy rights and secure the data of GE employees, customers, and suppliers (collectively, "GE Data"); and (ii) to implement and maintain physical, organizational and technical measures to ensure the security and confidentiality of GE Data in order to prevent accidental, unauthorized or unlawful destruction, alteration, modification or loss of GE Data; misuse of GE Data; or unlawful processing of GE Data; and protect Supplier operations and facilities against exploitation by criminal or terrorist individuals and organizations.

**Trade Controls & Customs Matters:** Not to transfer GE technical information to any third party without the express, written permission of GE, and to comply with all applicable trade control laws and regulations in the import, export, re-export or transfer of goods, services, software, technology or technical data including any restrictions on access or use by unauthorized persons or entities.

**Controllorship:** To ensure that all invoices and any customs or similar documentation submitted to GE or governmental authorities or audited by third parties in connection with transactions involving GE accurately describe the goods and services provided or delivered and the price thereof and ensure that all documents, communications and accounting are accurate and honest.

## How to Raise a Question or Concern

Subject to local laws and any legal restrictions applicable to such reporting, each GE Supplier is expected to inform GE promptly of any concern related to this Guide affecting GE, whether or not the concern involves the Supplier, as soon as the Supplier has knowledge of such an occurrence. GE Suppliers also must take such steps as GE may reasonably request to assist GE in the investigation of any such occurrence involving GE and the Supplier.

**I. Define your question/concern:** Who or what is the concern? When did it arise? What are the relevant facts?

**II. Prompt reporting is crucial** — a question or concern may be raised by a GE Supplier as follows:

- By discussing with a cognizant GE Manager; OR
- By calling the GE Integrity Helpline: **+1 800-227-5003 or +1 203-373-2603**; OR
- By emailing [ombudsperson@corporate.ge.com](mailto:ombudsperson@corporate.ge.com) OR
- By contacting any Compliance Resource (e.g., GE legal counsel or auditor).

**III. GE Policy forbids retaliation** against any person reporting such a concern.