

**GE HEALTHCARE
STANDARD TERMS AND CONDITIONS**

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 acceptance. Upon acceptance, you agree to sell and deliver Products to us in accordance with this Purchase Order. You shall be deemed to have accepted this offer by sending us a written acknowledgment, 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". Price covers the net weight of material, packaging, labeling, and no extra charges of any kind (including charges for containers, insurance, packing, crating, storage, handling or cartage, interest charges, service charges and the like) will be allowed. 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.

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 carrier, or to our docks if we agree not to use our designated carrier.

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 into Oracle or equivalent program of ours. 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, our product identification and part number, 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 on or before the end of the Inspection Period. We may reject any entire order based upon a reasonable sampling of Products. "Inspection Period" means a reasonable time after delivery of any Products, to allow for the performance of any inspection, installation activities, testing, or trials. Partial or total payment by us for Products under this Purchase Order prior to the end of the Inspection Period shall not constitute its acceptance thereof, nor shall such payment remove your responsibility for any non-conforming items. You agree to provide and maintain inspection and process control systems acceptable to us with respect to the manufacture of Products, and you agree to keep and make available complete records of all your inspection work and process control work for the life of the Products plus seven (7) years.

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.

Invoices. Your Invoices shall contain the Purchase Order number, item number of such release, our part number(s) and revision number, 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.

Payments. We shall settle accurate invoices arising under this Purchase Order prepared in accordance with the terms hereof within ninety (90) days (unless we expressly stipulate a different time period herein) after receiving all compliant Product(s). Such time

period will not apply to the extent it does not comply with applicable law; in such event, the time period is hereby deemed modified in order to render it compliant with such law. All sums to be paid by us under this Purchase Order shall be in the currency of the country of the GE Healthcare purchasing entity, 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 in excess of any minimum requirements for late payments prescribed under applicable law.

Batched Payments. To the extent permitted by law, GEHC may choose to group all approved invoices that are not paid on their applicable early payment discount dates and all approved invoices that have not been discounted and that have Net Dates ranging from the sixteenth (16th) day of one month to the fifteenth (15th) day of the next month, and initiate payment of all such approved invoices on the 3rd day of the second month (the "Batch Payment Date"), with the result that some approved invoices will be paid earlier than their Net Dates and some approved invoices will be paid later than their Net Dates. If the Batch Payment Date falls on a weekend or holiday, the approved invoice will be paid on the next day that GEHC and the banks used by GEHC are open for business.

Set-Off. We may deduct any amounts owned to us by you or any of your affiliates on any basis whatsoever under any order from the amount owed to you. We may set-off such amounts owed us by right, regardless of whether the legal requirements for set-off have been met or not.

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. 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: (x) survive the inspection, acceptance and use of the Products by us and our customers; (y) are for the benefit of us and our successors, assigns, customers and users of our products; and (z) 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 (including without limitation claims for infringement of intellectual property, 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.

TERMINATION

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 you only for your reasonable actual costs as a direct result of the termination which may not be recovered or mitigated (e.g. purchased materials and labor costs incurred prior to receipt of notice of termination). 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) so fail to make progress as to endanger performance of the Purchase Order, (iii) fail to comply with the applicable laws and regulations under which you do business; or (iv) fail to comply with GE'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, ionizing radiation 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.

Equal Opportunity. Unless exempt, you agree to comply with the Equal Opportunity clause in 41 CFR 60-1.4; the affirmative action clause regarding disabled veterans and veterans of the Vietnam Era in 41 CFR 60-250.4; the affirmative action clause regarding handicapped workers in 41 CFR 60-741.4; any other provisions required by the Office of Federal Contract Compliance Programs as set forth in 41 CFR Chapter 60, and any regulations or requirements related to small business, small disadvantaged business, women-owned small businesses in 48 CFR 52.219-9 and 52.219-13; Executive Order 11141 concerning age discrimination; and any other applicable Executive Orders. You further represent, warrant, certify, and covenant that (i) you are your suppliers will not use child, forced, or prison labor, the labor of persons in violation of the minimum working age in the country of manufacture, or labor in violation of minimum wage, hour of service, or overtime laws in the country of manufacture or in any jurisdiction in which services are provided under this Purchase Order in connection with the manufacture and supply of Products; and (ii) you and your suppliers are in full compliance with the Immigration Reform Act of 1986, as amended, including compliance with the Immigration and Naturalization Services' I-9 regulations.

Customs-Trade Partnership Against Terrorism. You agree that you will review the requirements of the Customs-Trade Partnership Against Terrorism ("C-TPAT") for Warehouses and Manufacturers, Licensed Customs Brokers, Air Carriers, Sea Carriers, Air Freight Consolidators, Ocean Transportation Intermediaries, and Non Vessel Operating Common Carriers (NVOCC's), Rail Carriers, as applicable, and that within ninety (90) days it will develop and implement a plan to enhance security procedures in accordance with the recommendations of the United States Customs Service, as outlined in http://www.Customs.gov/xp/cgov/import/commercial_enforcement/ctpat/ including such modifications as may on occasion be prescribed by the United States Customs Service or by us. You agree that you will make reasonable efforts to become a member of C-TPAT in a timely manner if you are eligible to do so.

Import/Export. You represent and warrant that you will comply with all applicable federal, state, or local laws, regulations, or requirements of the United States and any other nation relating to import/export matters. You will also obtain all applicable permits and licenses necessary to perform its obligations under this Purchase Order, and upon our request, will provide us with copies of such permits and licenses. Where Products contain United States components, you will also provide us with details of the United States content value as a percentage of the Product price upon our request. Additionally, you will provide ECCN and Harmonized Tariff numbers assigned to Products or any other information we may reasonably require upon request.

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.

Seller Certification. You shall notify us in writing if you are qualified as a small business concern, small disadvantaged business concern, or women-owned small business concern as defined in 48 CFR 52.219-8.

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 regulations promulgated by the Food and Drug Administration (FDA), the Nuclear Regulatory Commission (NRC), the quality system regulations as set forth in 21 CFR part 820, and any other relevant state and federal laws and regulations, 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 contained in the document, "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, including but not limited to, the obligation to report to us possible violations of such policy. You further agree that you will review the Integrity Policy with your employees, agents and other persons who will be providing Services to us. You further represent, warrant, certify, and covenant that you and your employees will not offer gifts, bribes, kickbacks, free travel or other cash or non-cash incentives to our employees.

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. At a minimum, the change notice must include your affected part number, date of implementation, serial number effectivity of the assembly that is changed, reasons for the change and the specific dates of the change. 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 (a) by the Administrator of the Environmental Protection Agency pursuant to the Toxic Substances Control Act (15 USC Section 2601 et seq.) as amended, or (b) the European Inventory of Existing Commercial Chemical Substances (EINECS) or the European List of Notified Chemical Substances (ELINCS) or (c) any equivalent lists in any other jurisdictions to which we inform you the goods will likely be shipped.

U.S. Government Requirements. Products provided by you may contribute to or be incorporated into GEHC's products provided to the U.S. government ("Government"). As a result, you agree to the following:

(1) Suspension/Debarment. You shall provide immediate notice to GEHC in the event of being suspended, debarred or declared ineligible by any federal agency, or upon receipt of a notice of proposed debarment during the performance of this Purchase Order.

(2) Anti-Kickback. You represent and warrant that you have not paid any kickbacks and are in compliance with the Anti-Kickback Act of 1986, 41 U.S.C. 51-58, and further, you agree to indemnify GEHC for any costs, liabilities or administrative offsets incurred by GEHC as a result of violations or alleged violations of FAR 52.203-7, "Anti-Kickback Procedures", by you, your employees, your subcontractors or their employees.

(3) Procurement Integrity. You agree to comply with the requirements of section 27 of the "Office of Federal Procurement Policy Act" (41 U.S.C. 423), as amended by section 814 of Public Law 101-189, and with the implementing regulations contained in FAR 3.104, and agree to indemnify GEHC for any costs and liabilities incurred by GEHC as a result of violations of the act or regulations by you, your employees, your agents, your consultants, or subcontractors, or their employees.

(4) Business Ethics and Conduct. You are put on notice that to the extent FAR 52.203-13 applies to this Purchase Order, that you will have established and maintain a code of business ethics and conduct. If you are unable to establish such a code or requires assistance in doing so, you shall contact GEHC for assistance. You shall ensure that this clause is properly flowed down in your subcontracts to the extent applicable.

(5) Small Business Concern Size Status. You shall notify GEHC in writing if you are qualified as a small business concern, small disadvantaged business concern, or women-owned small business concern as defined in 48 CFR 52.219-8.

(6) Federal Acquisition Regulation (FAR) Clauses. To the extent the following FAR clauses apply to GEHC's contract with the Government, the following FAR clauses then in effect on the date of this Purchase Order are hereby incorporated herein by reference. However, in the event of a conflict between the FAR clauses listed below and GEHC's prime contract with the Government, GEHC's prime contract shall prevail. Where applicable and as used in the following FAR clauses, the terms "government", "Contracting Officer", and similar terms shall mean GEHC, and the term "Contractor" and similar terms shall mean you. The full text of a FAR clause may be accessed electronically at <http://farsite.hill.af.mil/vffar1.htm>.

(i) FAR clauses required in accordance with 52.212-5(e): 52.203-13 (Contractor Code of Business Ethics and Conduct); 52.219-8 (Utilization of Small Business Concerns, 15 U.S.C. 637(d)(2) and (3)); 52.222-26 (Equal Opportunity, E.O. 11246); 52.222-35 (Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans, 38 U.S.C. 4212); 52.222-36 (Affirmative Action for Workers with Disabilities, 29 U.S.C. 793); 52.222-39 (Notification of Employee Rights Concerning Payment of Union Dues or Fees, E.O. 13201); 52.222-41 (Service Contract Act of 1965, 41 U.S.C. 351, et seq.); 52.222-50 (Combating Trafficking in Persons, 22 U.S.C. 7104(g)); 52.222-51 (Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements, 41 U.S.C. 351, et seq.); 52.222-53 (Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements, 41 U.S.C. 351, et seq.); and 52.247-64 (Preference for Privately-Owned U.S. Flag Commercial Vessels, 46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

(ii) DoD FAR Supplement (DFARS) clauses required in accordance with 252.212-7001(c): 252.237-7019 (Training for Contractor Personnel Interacting with Detainees, Section 1092 of Public Law 108-375); 252.247-7023 (Transportation of Supplies by Sea, 10 U.S.C. 2631); and 252.247-7024 (Notification of Transportation of Supplies by Sea, 10 U.S.C. 2631).

OSHA. If any goods or other materials sold or otherwise transferred to us hereunder contain hazardous materials, you shall provide all relevant information required pursuant to applicable requirements, such as the (a) Occupational Safety and Health Act (OSHA) regulations 29 CFR 1910.1200, including a completed Material Safety Data Sheet (OSHA Form 20) and mandated labeling

information; or (b) similar EU MSDS/labeling requirements; or (c) any similar requirements in any other jurisdictions to which we inform you the goods are likely to be shipped.

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.

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. The safeguards will help prevent accidental, unauthorized or unlawful destruction, modification, disclosure, unauthorized use, access or loss of such GE Personal Data, and any other reasonably anticipated risks. 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. Supplier Personal Data will be used for purposes related to the selection of suppliers and to further the performance of this Purchase Order, including but not limited to supplier and payment administration, task allocation, training, assessment of your performance under this Purchase Order and any task orders, cost analysis, statistics, and the provision and control of access and use of our facilities and tools. Due to the global nature of our organization, Supplier Personal Data may be transferred to and stored in a global database and processed by our relevant employees and suppliers as well as our affiliates who may be located in the United States or in other countries which have their own data protection standards and guidelines. 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. We will take appropriate measures to ensure that Supplier Personal Data is stored securely and in conformity with applicable data protection laws. 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.

PRODUCT CYBERSECURITY

Supplier agrees that all products supplied under this Purchase Order that include executable binary code shall comply with the terms and conditions of the Product Cybersecurity Appendix located at <http://www.gesupplier.com/html/GEpolicies.htm>.

CRISIS MANAGEMENT

Communications. You must maintain the ability to contact us on a 24 hour a day, 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 transport, 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.

Offset Credit. You warrant that all offset/industrial participation credit value that may result from this Purchase Order can be applied to current or future offset/industrial participation programs and shall be our sole property. You agree to assist us in obtaining such credits.

Audit Rights. At our request, you will allow us 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. Except to the extent a claim is due solely and directly to our negligence or our customer's negligence, you will indemnify us and the customer 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 parties are unable to resolve the Dispute, either party may submit the Dispute for resolution by mediation pursuant to the Center for Public Resources Model Procedure for Mediation of Business Disputes as then in effect. The mediation shall be conducted in New York City. Mediation will continue for at least thirty (30) days unless the mediator chooses to withdraw sooner. At the request of either party, the mediator will be asked to provide an evaluation of the Dispute and the parties' relative positions. Each party shall bear its own costs of mediation effort. If the Dispute cannot be resolved through mediation, either party may commence an action to resolve the Dispute in the Commercial Division of the New York State court in New York City, it being agreed that the parties submit to the jurisdiction of that court. THE PARTIES EXPRESSLY WAIVE AND FOREGO ANY RIGHT TO TRIAL BY JURY.

Governing Law. The parties expressly acknowledge that the laws of the state of New York, except its conflict of law rules, will govern the relationship between the parties.

Limitation of Damages. IN NO EVENT WILL WE BE LIABLE TO YOU FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, BUT NOT LIMITED TO LOST PROFITS 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.

Assignment. You may not assign 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. 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, such as, by way of example and not by way of limitation, acts of God, actions by any government authority (whether valid or invalid), 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 such event. 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. 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 and any funds pre-paid by us shall be promptly returned.

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 your labor problems, or labor problems of your subcontractors and/or suppliers, such as, by way of example and not by way of limitation, lockouts, strikes, and slowdowns or your inability, or the inability of your subcontractors and/or suppliers to obtain power, materials, labor, equipment, or transportation.