



Shelburne Road at West Broad Street
P.O. Box 9317
Stamford, Connecticut 06904-9317
203.325.7000
TDD 203.325.7018

RECEIVED

2004 AUG -6 AM 11:41

CONNECTICUT OFFICE OF
HEALTH CARE ACCESS

August 6, 2004

Commissioner Cristine A. Vogel
Office of Health Care Access
410 Capitol Avenue, MS #13HCA
P.O. Box 340308
Hartford, CT 06134-0308

Re: The Stamford Hospital Relocation and Renovation of Darien Imaging Center

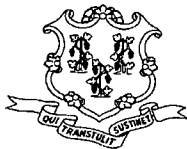
Dear Commissioner Vogel:

Please find enclosed an original and five copies of The Stamford Hospital's Letter of Intent regarding the Relocation and Renovation of the Darien Imaging Center. The appropriate forms are attached and will provide the required information to allow your office to prepare the Certificate of Need application forms.

Please contact me at 203-325-7505 with any questions.

Respectfully submitted,

Kathleen A. Silard
Senior Vice President, Operations
The Stamford Hospital



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CONNECTICUT OFFICE OF
HEALTH CARE ACCESS

State of Connecticut
Office of Health Care Access
Letter of Intent/Waiver Form
Form 2030

All Applicants must complete a Letter of Intent (LOI) form prior to submitting a Certificate of Need application, pursuant to Sections 19a-638 and 19a-639 of the Connecticut General Statutes and Section 19a-643-79 of OHCA's Regulations. Please submit this form to the Commissioner of the Office of Health Care Access, 410 Capitol Avenue, MS# 13HCA, P.O. Box 340308, Hartford, Connecticut 06134-0308.

SECTION I. APPLICANT INFORMATION

If there are more than two Applicants, please attach a separate sheet of paper and provide additional information in the format below.

	Applicant One	Applicant Two
Full legal name	The Stamford Hospital	
Doing Business As	The Stamford Hospital	
Name of Parent Corporation	Stamford Health System	
Mailing Address, if Post Office Box, include a street mailing address for Certified Mail	Shelburne Road at West Broad Street, P.O. Box 9317, Stamford, CT 06904	
Applicant type (e.g., profit/non-profit)	Non-profit	
Contact person, including title or position	Kathleen A. Silard Senior Vice President, Operations	
Contact person's street mailing address	Shelburne Road at West Broad Street, Stamford, CT 06904	
Contact person's phone #, fax # and e-mail address	Phone: 203-325-7505 Fax: 203-325-5529 ksilard@stamhealth.org	

SECTION II. GENERAL APPLICATION INFORMATION

a. Proposal/Project Title:

Relocation and Renovation of Darien Imaging Center

b. Type of Proposal, please check all that apply:

☒ Change in Facility (F), Service (S) or Function (Fnc) pursuant to Section 19a-638, C.G.S.:

- | | | |
|--|--|--|
| ☐ New (F, S, Fnc) | ☐ Replacement | ☒ Additional (F, S, Fnc) |
| ☐ Expansion (F, S, Fnc) | ☒ Relocation | ☐ Service Termination |
| ☐ Bed Addition | ☐ Bed Reduction | ☐ Change in Ownership/Control |

☒ Capital Expenditure/Cost, pursuant to Section 19a-639, C.G.S.:

☒ Project expenditure/cost greater than \$ 1,000,000

Equipment Acquisition greater than \$ 400,000

- | | | |
|---|---|---|
| ☐ New | ☒ Replacement | ☒ Major Medical |
| ☒ Imaging | ☐ Linear Accelerator | |

☐ Change in ownership or control, pursuant to Section 19a-639 C.G.S., resulting in a capital expenditure over \$1,000,000

c. Location of proposal (Town including street address):

85 Old Kings Highway, Darien, CT 06820

d. List all the municipalities this project is intended to serve:

Stamford, Darien, New Canaan, Norwalk/Rowayton

e. Estimated starting date for the project: Construction/Renovation Start Date: January 2005; Program Operations Start Date: April 2005

- f. Type of project: **27, 31** (Fill in the appropriate number(s) from page 7 of this form)

Number of Beds (to be completed if changes are proposed)

Type	Existing Staffed	Existing Licensed	Proposed Increase (Decrease)	Proposed Total Licensed

SECTION III. ESTIMATED CAPITAL EXPENDITURE INFORMATION

- a. Estimated Total Capital Expenditure: \$ 2,507,426
- b. Please provide the following breakdown as appropriate:

Construction/Renovations	\$2,507,426
Medical Equipment (Purchase)	
Imaging Equipment (Purchase)	
Non-Medical Equipment (Purchase)	
Sales Tax	
Delivery & Installation	
Total Capital Expenditure	\$2,507,426
Fair Market Value of Leased Equipment	
Total Capital Cost	\$2,507,426

Major Medical and/or Imaging equipment acquisition:

Equipment Type	Name	Model	Number of Units	Cost per unit
MRI		GE	1	\$970,149*

Note: Provide a copy of the contract with the vendor for major medical/imaging equipment.

*A copy of the vendor quote is attached. Please note that TSH is seeking an equipment replacement waiver for this MRI unit as the .2 Tesla unit it is replacing cost \$688,231 when it was purchased in 1998.

c. Type of financing or funding source (more than one can be checked):

- ☒ Applicant's Equity
 ☐ Lease Financing
 ☐ Conventional Loan
☐ Charitable Contributions
 ☐ CHEFA Financing
 ☐ Grant Funding
☒ Funded Depreciation
 ☐ Other (specify): _____

SECTION IV. PROJECT DESCRIPTION

Please attach a separate 8.5" X 11" sheet(s) of paper and provide no more than a 2 page description of the proposed project, highlighting all the important aspects of the proposed project. Please be sure to address the following (if applicable):

- Currently what types of services are being provided? If applicable, provide a copy of each Department of Public Health license held by the Petitioner.
- What types of services are being proposed and what DPH licensure categories will be sought, if applicable?
- Who is the current population served and who is the target population to be served?
- Identify any unmet need and how this project will fulfill that need.
- Are there any similar existing service providers in the proposed geographic area?
- What is the effect of this project on the health care delivery system in the State of Connecticut?
- Who will be responsible for providing the service?
- Who are the payers of this service?

If requesting a Waiver of a Certificate of Need, please complete Section V.

SECTION V. WAIVER OF CON FOR REPLACEMENT EQUIPMENT

I may be eligible for a waiver from the Certificate of Need process because of the following:
(Please check all that apply)

- ☒ This request is for Replacement Equipment.
 - ☒ The original equipment was authorized by the Commission/OHCA in Docket Number: 96-1001.
 - ☒ The cost of the equipment is not to exceed \$2,000,000.
 - ☒ The cost of the replacement equipment does not exceed the original cost increased by 10% per year.

Please complete the attached affidavit for Section V only.

AFFIDAVIT

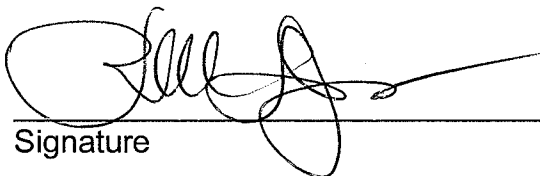
Applicant: The Stamford Hospital

Project Title: Relocation and Renovation of Darien Imaging Center

I, Richard Jones, Chief Financial Officer
(Name) (Position – CEO or CFO)

of The Stamford Hospital being duly sworn, depose and state that the information provided in this CON Letter of Intent/Waiver Form (2030) is true and accurate to the best of my knowledge, and that The Stamford Hospital complies with the appropriate and (Facility Name)

applicable criteria as set forth in the Sections 19a-630, 19a-637, 19a-638, 19a-639, 19a-486 and/or 4-181 of the Connecticut General Statutes.


Signature

8-5-2004
Date

Subscribed and sworn to before me on August 5, 2004


Notary Public/Commissioner of Superior Court

My commission expires: **DANA B. DULEMBA**
NOTARY PUBLIC
MY COMMISSION EXPIRES NOV. 30, 2008

Project Type Listing

Please indicate the number or numbers of types of projects that apply to your request on the line provided on the Letter of Intent Form (Section II, page 2).

Inpatient

1. Cardiac Services
2. Hospice
3. Maternity
4. Med/ Surg.
5. Pediatrics
6. Rehabilitation Services
7. Transplantation Programs
8. Trauma Centers
9. Behavioral Health (Psychiatric and Substance Abuse Services)
10. Other Inpatient

Outpatient

11. Ambulatory Surgery Center
12. Birthing Centers
13. Oncology Services
14. Outpatient Rehabilitation Services
15. Paramedics Services
16. Primary Care Clinics
17. Urgent Care Units
18. Behavioral Health (Psychiatric and Substance Amuse Services)
19. MRI
20. CT Scanner
21. PET Scanner
22. Other Imaging Services
23. Lithotripsy
24. Mobile Services
25. Other Outpatient
26. Central Services Facility

Non-Clinical

27. Facility Development
28. Non-Medical Equipment
29. Land and Building Acquisitions
30. Organizational Structure (Mergers, Acquisitions, Affiliations, and Changes in Ownership)
31. Renovations
32. Other Non-Clinical

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PROJECT DESCRIPTION

CONNECTICUT OFFICE OF
HEALTH CARE ACCESS

The Stamford Hospital (TSH) is proposing to relocate its Darien Imaging Center (DIC) from its present location at 1500 Post Road in Darien, Connecticut to 85 Old Kings Highway in Darien. TSH also plans to renovate the new space so that outpatients can receive state-of-the-art diagnostic imaging services in a larger and more convenient setting than is presently available.

The new location of the DIC will be approximately 1.5 miles from its present location and offers several advantages, including the opportunity to significantly increase the square footage of the facility up from its present size of 2,400 square feet to 7,300 square feet. The new facility's design is also expected to achieve optimal patient flow for the various imaging modalities offered at the DIC. Lastly, the new location provides an additional 2,000 square feet of shell space (for a total of 9,300 sq. ft.) to accommodate future expansion and offers patients quadruple the number of parking spaces than is presently available at the 1500 Post Road address.

Currently, over eighty percent (80%) of the patients who receive services at the DIC originate from the towns of Stamford, Darien, New Canaan, Norwalk and Rowayton. Stamford and Darien comprise TSH's primary service area (PSA) while New Canaan, Norwalk and Rowayton fall into the Hospital's secondary market. In addition to continued population growth in each of these towns, Solucient projects that the demand for MRI, CT, X-ray, mammography and ultrasound services is expected to grow by five percent (5%) in the Hospital's PSA as well as its SSA from 2002 to 2007.

The proposed project is designed to help TSH adapt to this growth and relieve congestion at its main campus in downtown Stamford by providing the Hospital with the space necessary to upgrade and enhance the services offered at the off-campus DIC location. Moving to new space also avoids the need to suspend or otherwise disrupt operations at the current DIC location while the necessary renovations and equipment installations are taking place. In this regard, TSH plans to keep operating the DIC at its Post Road location until April of 2005 when the new facility is expected to be ready for occupancy.

TSH presently offers ultrasound, analog mammography, MRI (.2 Tesla open unit) and general X-ray services at the DIC. Among the equipment upgrades that are planned for the new facility are replacing the ultrasound equipment, converting to a digital instead of analog mammography system and replacing the .2 Tesla MRI with a 1.5 Tesla unit. In addition, TSH plans to install a 4-slice CT scanner in the new location – CT services are presently offered only at the Hospital's main campus and the Tully Health Center in Stamford. All of the equipment purchases are being made for amounts below the statutory CON amount of \$400,000 with the exception of the 1.5 Tesla MRI for which a replacement equipment waiver is being sought (see Sections 3(b) and 5 of Form 2030).

By enhancing the services currently available at the DIC, TSH and its radiologists will be able to perform many of the latest techniques used for the early assessment of disease and injuries. These services will also be provided in a modern, freestanding facility that will be comfortably appointed and convenient for patients. Other providers of imaging services within the DIC's service area include Advanced Radiology Imaging Consultants at Washington Boulevard in Stamford; Norwalk Radiology & Digital Mammography Center at 148 East Avenue in Norwalk; Norwalk Hospital Outpatient Radiology on Maple Street in Norwalk; and Dr. Robert Russo & Associates Radiology at 111 East Main in Norwalk. The proposed relocation and renovation project is not expected to materially effect these providers nor is it expected to change the payer mix at the DIC which is presently 18% Medicare, 1% Medicaid, 78% Commercial and 4% Other.

**GE Medical Systems**

General Electric Company
P.O. Box 414, Milwaukee,
WI, 53202-0414
gemedical.com

Stamford Hospital
6 Shelburne Road
Stamford, CT 06902

Date: June 01, 2004

Quotation Number: MERC1HB

1.5T MR

GENERAL ELECTRIC COMPANY is pleased to submit this quotation for the products described herein, subject to the enclosed Terms and Conditions of Sale for GE Medical Systems Products (F3730 9/03) and the following:

- Special Terms: 7985 R2/01
- Warranty: F3705 R9/03 8394 R2/01
- Terms of Delivery: C.I.F.
- Quotation Expiration Date: June 08, 2004
- Terms of Payment: 5% Down with order, 80% Due upon delivery of major components and prior to installation, Balance due upon acceptance.
- Contract Price Protection: 12 months from date of contract execution, subject to increase by .5% per month after such 12 month period

GENERAL ELECTRIC COMPANY:

- Submitted By:

Melissa Banks 6/1/04

Melissa Banks
Sales Representative
GE Medical Systems
3200 N. Grandview Boulevard
Waukesha, WI 53188 (WT-897)
Phone: (508) 870-5232

Date

BUYER:
Stamford Hospital

- Agreed To By:

Authorized Customer
Representative

Date

- Accepted By:

Title

Date

- Credit Approval By:

Date

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HEALTH CARE ACCESS

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General Electric Company
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QUOTATION

Stamford Hospital
6 Shelburne Road
Stamford, CT 06902

Date: June 01, 2004

Quotation Number: MERC1HB

QTY	CATALOG	DESCRIPTION	PRICE
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1	S7503PJ	New 1.5T MR System With GS Computer 1.5T Signa LX EchoSpeed GS Promotion This Promotional Package includes - L1000PJ/L1060LA Signa LX GS HiSpeed Plus conf - L1010ES HiSpeed to EchoSpeed Upgrade - L1010FL Reflex 100 Upgrade - M3033JS ASSET OPTION KEY - M3033KP ASSET 9.1 - M1090KK FIESTA 3D OPTION KEY - M3090KD UCERD II EXCITER MODULE1.5T Signa LX EchoSpeed GS Promotion This Promotional Package includes - L1000PJ/L1060LA Signa LX GS HiSpeed Plus conf - L1010ES HiSpeed to EchoSpeed Upgrade - L1010FL Reflex 100 Upgrade - M3033JS ASSET Option Key - M3033KP ASSET 9.1 - M1090KK FIESTA 3D Option Key - M3090KD UCERD II EXCITER Module	
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L1000PJ: Signa LX GS HiSpeed Plus configuration
1.5T LX HiSpeed Plus GS MR System
HiSpeed MR System with Phased Array is a
High Resolution Whole Body MR Imaging
System with High Homogeneity Super
Conducting Short Core Magnet Operating at 1.5
Tesla. The Superconducting CX150 is a High
Homogeneity Magnet Design Manufactured by GE
Utilizing Advanced K4 Cryocooling Technology.

This system is designed to be installed
at a fixed site.

Hardware:

- o 1.5T LX HiSpeed Electronics
- o LX Octane(tm) SGI Workstation with
18GB Hard Drive
- o Patient Table
- o Phased Array
- o 1.5T CX-K4 Actively Shielded Short Bore
Magnet (New) * Ordered Separately
- o Color LCD Monitor
- o Reflex 50 Recon Module with 512 BAM
- o Advanced Concept Gradient Driver (ACGD)
- o Scalable Radio Frequency Driver (SRFD)

Coils:



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QTY	CATALOG	DESCRIPTION	PRICE
		- o CTL Array Coil - o Torso Array Coil - o Shoulder Array Coil - o Dual Array Package - o Head Coil - o Quad Extremity Coil	
		Software: - o LX ScanTools 9.1 - o EchoPlus	
		LX Computer Subsystem - o Intuitive Workstation-Based Operator Console Provides the User for Both Optimum Productivity and High Performance. Large Screen User Interface for Controlling Scan Acquisition Easily, with Virtually All Parameters Available at a Glance from a Single Screen. - o Operating Platform is the High Performance Silicon Graphics, Inc. Workstation. Post Processing is Provided with a Silicon Graphics IMPACT Graphics Engine. - o A Unique Design with Multiple Processors Provides Dedicated Processing for a True Multi-Tasking Operating Environment to Maximize Productivity - o Data Storage is Fast and Easy with High Density 18GB Hard Drive Which Allows Up to 90,000 (256 x 256) Image Capacity for High Speed On-Line Storage of a Large Number of Patient Data Files. - o Data Archive is Provided by a Maxoptic Magnetic Optical Disk Drive Standard MOD Drive Which is DICOM 3.0 Compatible. The Maxoptic Magnetic Optical Disk is Erasable Re-Writeable Media with 1.3GB or 2.6GB Unformatted Capacity. Stores up to 15,000 (1.3GB) or 30,000 (2.6GB) Lossless JPEG Compressed 256 x 256 Images per MOD - o Exams can Also be Selected and Networked Between LX and Any Imaging System or Hardware Supporting the DICOM 3.0 Protocol for Point-to-Point Send, Receive, and Pull/Query. - o Display Console is an 18 Inch High Resolution 1280 x 1024 LCD Flat Panel Monitor.	

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Quotation Number: MERC1HB

<u>QTY</u>	<u>CATALOG</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
		- o A PathFinder Personal Computer is Provided for Gating and Respiratory Waveform Displays on the LCD Color Display Monitor. - o LX Software and Scantools2000	
		Array Processor	
		o ReFlex 50 Reconstruction Module is Scaleable and Provides Single i860AP for High Speed Image Data Reconstruction. System Provides 512MB (BAM) Bulk Array Memory for High Speed Reconstruction of Image Data Sets. Simultaneous Capabilities of All System Functions Provided by Distributed Computer Processor Architecture Including Simultaneous Scan and Reconstruction.	
		High Performance Gradient System	
		The Signa MR/i Subsystem Provides Excellent Performance for both Spatial and High Temporal Resolution Acquisitions. High Performance Gradients provide excellent small Field-of View, This Slice Imaging Options for Both 2D and 3D Imaging Volume.	
		- o HiSpeed Gradient Subsystem Provides Ultra High Productivity Gradients with a Maximum Amplitude/Strength of 33mT/m or 3.3 g/cm Field-of-View - o A Slew Rate of 77 T/M/s from Zero to Maximum Amplitude Provides High Resolution Imaging Capabilities in All Planes. - o HiSpeed Provides Improved Productivity for All Imaging Techniques and May be Used to Improve Spatial Resolution, SNR, CNR, and and Slice Coverage. - o Variable FOV from 2 cm - 48 cm - o Integrated Body Module is Designed with High Performance Shielded Gradients and Advanced High Pass Quadrature RF Body Coil Combined into a Single Module - o Excellent Eddy Current Compensation and High Linearity Gradient Field - o Flexible Slice Thickness allows very Thin Slice Acquisitions for High Resolution Imaging	



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QTY	CATALOG	DESCRIPTION	PRICE
		- 3D (0.1 mm to 5.0mm) - 2D (.9 mm to 20.0 mm)	
		- o Short TR's and TE's for Improved Gradient Echo Imaging - o Actively Shielding Gradient System - o Rise Time 428 Microsecs	
		Radio Frequency Subsystem	
		- o Digital Transceiver Including Digital Pulse Controller, Digital RF Signal Generator, Digital RF Receiver, and Digital RF Filter, and Ultra Low Noise Pre-Amplifier Provide Superior SNR for High Resolution Imaging. - o Quadrature Transmit/Receive RF Body Coil is Combined Into Integrated Body Module Which Combines RF and Gradient Coils Technology Into a Single Module. The 60cm Diameter High Pass Quadrature RF Body Coil Provides High SNR with a Patient Friendly Aperture. - o The Large Open Quadrature Transmit/Receive RF Head Coil is 28cm in Diameter and Provides Excellent SNR - o Unique Ultra-Low Noise Pre-Amplifier Design Minimizes Noise Levels to Ensure Excellent SNR for all Surface Coil Imaging. - o The RF/PDU Cabinet Contains the RF Amplifiers RF Power Monitor, Power Supplies for the Magnet Enclosure System Components and Power Distribution Module. The PDU Contains an Unregulated 280/400/415/480-volt, 50/60-HZ Transformer with Power Filter. Single Cabinet Design Facilitates Ease of Siting	
		Signa LX Patient Table	
		- o Dockable Patient Table is Designed to be Undocked/Removed From the Magnet to Provide Patient Transportation and Patient Preparation Outside the Exam Room and Maximize Patient Comfort. The Patient Table is Designed to Accommodate Patient Weight Up To a Maximum 350 Pounds. - o Quick Release Patient Cradle is Designed to Allow Operator to Quickly Remove Patient From the System in Emergency Situations.	



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QTY	CATALOG	DESCRIPTION	PRICE
		- o Continuously Variable Table Height From 26 Inches to 38 Inches Allows for Easy Patient Transfer From Wheelchairs or Transport Carts. - o Integral Patient Guard Rails Double as IV Injector Board and Arm Support to Permit Easy Patient Handling and Preparation. - o Motorized Longitudinal Cradle Movement Allows for Easy, Reproducible Patient Positioning. - o Precision Alignment Lights Integrated Into Magnet Enclosure Allow for Accurate Patient Positioning.	
		DICOM	
		Exams Can Also be Selected and Networked Between Signa MR/i and Any Imaging System or Hardware Supporting the DICOM 3.0 Protocol for Point-to-Point Send, Receive, and Pull/Query and DICOM Print (No Broadcast).	
		- o DICOM 3.0 Storage Service Class - o Services Class User (SCU) for Image Send - o Services Class Provider (SCP) for Image Receive - o DICOM 3.0 Query/Retrieve Service Class - o DICOM 3.0 2.6GB/5.2GB MOD Media Service Class - o DICOM 3.0 Print Service Class	
		Services	
		- o The Signa Horizon LX System is the Easiest High Performance System to Site in All Locations. GEMS Installation Team May Provide Siting Requirements and Recommendations to Enhance the Performance of Your MR Suite. - o The Signa Horizon LX System Combines Maximum Performance with Ease of Service. Maintenance is Provided by Highly Trained and Skilled GE MR Service Engineering Team. - o A GE Service Contract will Offer Uncompromised Quality and Pace-Setting Technology Like GE OnLine Services.	

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<u>QTY</u>	<u>CATALOG</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
		InSite Online Offers You Proven, Remote Diagnostics which Improve Productivity and Minimize Downtime.	
		- o GE Offers a Combination of Off-Site and On-Site Training Sessions to Meet Your Clinical Needs. Site Specific Application Training Programs can be Proposed to Meet Your Specific Site Needs. Please See Your GE Sales Representative for Details. - o Application Support Hotline 1-800-682-5327, 7:30am - 6:00pm Central Time GE Medical Systems TiP Applications Answer Line Provides you with an Application Specialist and TiP TV or Educational Assistance.	
		Warranty	
		The GS LX HiSpeed System Carries a One Year Warranty Including Magnet Maintenance and Cryogenics. The Published Company Warranty in Effect on the Date of of Shipment Shall Apply.	
		Price Includes: - o 60 Hz Gradient Chiller (M1085KC) - o Delivery - o System Installation & Calibration. - o One Year Warranty, Including Magnet Maintenance & Cryogenics.	
		ASSET-E for Signa 9.1	
		ASSET-E, Array Spatial Sensitivity Encoding Technique, is an Ultra Fast MR Imaging Technique Compatible with the Torso Array and Torso Pelvic Arrays on the 9X Platform. ASSET-E can be Used to Reduce Scan Time, Increase Slice Coverage, Increase Spatial Resolution (in Same Scan Time) or Increase Temporal Resolution in MR Applications with High SNR and CNR. ASSET-E can be Used in Conjunction with These Pulse Sequences: 2D FGRE, 2D FSPGR, 3D Fast TOF GRE, 3D Fast TOF SPGR, 3D FRFSE, 2D FRFSE-XL, 2D FSE-XL, and 2D SSFSE. ASSET-E is Compatible with Signa Infinity Systems with Octane, Reflex 100, 512 BAM, Phased Array and 9.1 Software. ASSET-E Also Requires the Torso Array and/or the Torso-Pelvic Array.	
		3D FIESTA with UCERD2	
		3D FIESTA Ungated Sequence Option for Superb Internal Auditory Canal and MRCP Imaging.	



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QTY	CATALOG	DESCRIPTION	PRICE
		Prerequisites: 1.5T or 1.0T, Octane, 9.0 SW or CNV3/CNV4 SW, >= Reflex 50 and IPG2. Not Compatible with Base (SR20), HiSpeed GRAM or EchoSpeed GRAM Gradients.	
		Note: - o Applications Training is NOT Included - o Laser Camera NOT Included - o Connectivity to Existing Equipment is NOT Included. - o Magnet Rigging NOT Included	
1	E8823M	Magnacoustics Genesis IV Music System for MRI. Music Provides Comfort to the Patient During the Procedure. Includes Patient Volume and Selection Controls with Voice Feedback for Maximum Comfort. Backlit Technologists Control Unit Allows Operation of Entire System with a Touch of the Button. Built-in Intercom Allows Communication with the Patient Even While Scan is in Progress. Includes Complete AM-FM Stereo, Dual Cassette Deck, and 50 CD Changer ..H	
1	W0100MR	MR Onsite System Training - o One Four (4) Day Onsite Visit to Coincide With Start-Up. - o One Three (3) Day Onsite Follow-Up Visit (6-8 Weeks Post System Start-Up). <i>Orders are scheduled for shipment approximately 90 days prior to requested delivery date. Equipment is subject to availability and prior sale, and shipments are not subject to any delivery performance requirement.</i> <i>Unless explicitly stated otherwise, and listed as individual items, charges for Federal Excise, state and local taxes, and rigging charges are not included in this quotation price.</i>	
TOTAL NET EQUIPMENT SELLING PRICE			970,149.00
5% Down with order			48,507.45
80% Due upon delivery of major components and prior to installation			776,119.20
Balance due upon acceptance			145,522.35



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QTY	CATALOG	DESCRIPTION	PRICE
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All progress payments, including the delivery portion, are due to GE Medical Systems prior to final system calibration. GE Medical Systems reserves the right to delay final system calibration until all such payments are received.

If we incur any collection expenses for past due payments, we reserve the right to charge you for such expenses, up to the amount of 10% of the past due payments, and you agree to reimburse us for such expenses.

We will accept order changes up to 5 weeks prior to the scheduled arrival date (the expected equipment delivery date) or within 3 business days after we receive your order. We reserve the right to deny late change requests. If we accept late requests, delivery may be delayed.

ANY CONTRACT RESULTING FROM THIS QUOTATION WILL BE BASED SOLELY AND EXCLUSIVELY ON GENERAL ELECTRIC COMPANY'S STANDARD CONDITIONS OF QUOTATION AND OTHER TERMS AND CONDITIONS CONTAINED IN OR REFERENCED BY THIS QUOTATION.

ITEMS ASSOCIATED WITH THE ORDERED PRODUCTS AND PROVIDED UNDER THIS QUOTATION WITHOUT SEPARATELY IDENTIFIED CHARGE CONSTITUTE "DISCOUNTS OR OTHER REDUCTIONS IN PRICE" UNDER APPLICABLE FEDERAL LAW (42 U.S.C. 1320a-7b).

IT IS THE CUSTOMER'S RESPONSIBILITY TO DISCLOSE SUCH "DISCOUNTS OR OTHER REDUCTIONS IN PRICE" AS MAY BE REQUIRED UNDER ANY STATE OR FEDERAL PROGRAM WHICH PROVIDES COST OR CHARGE BASED REIMBURSEMENTS TO THE CUSTOMER FOR THE PRODUCTS OR SERVICES PROVIDED UNDER THIS QUOTATION.

FOR "NL" OR "NW" PREFIXED CATALOG NUMBERED PRODUCTS, OTHER THAN "NL521", "NL528", "NL531" OR "NL538", GE DOES NOT PROVIDE PRE-INSTALLATION OR EQUIPMENT PLANNING SERVICES, INSTALLATION, WARRANTY, SERVICE, PARTS OR APPLICATION SUPPORT.

"FOR 'E' PREFIXED CATALOG NUMBERED PRODUCTS, THE SINGLE LETTER (A THROUGH H) SHOWN AT THE END OF THE QUOTATION DESCRIPTION INDICATES THE SERVICE CODE FOR THE PRODUCT. AN EXPLANATION OF THIS CODE IS FOUND ON THE REVERSE SIDE OF THE ACCESSORIES WARRANTY INCLUDED WITH THIS QUOTATION."

PRICES SHOWN IN THIS QUOTATION DO NOT INCLUDE TAXES. WHERE APPLICABLE, THEY WILL BE ADDED AND SHOWN SEPARATELY ON INVOICES AT TIME OF BILLING.

IF YOU ARE TAX EXEMPT AND THIS IS YOUR FIRST ORDER WITH GE MEDICAL SYSTEMS, PLEASE REMIT A COPY OF YOUR TAX EXEMPTION CERTIFICATE WITH YOUR ORDER.

IF THIS ORDER INCLUDES PRODUCTS MANUFACTURED BY GE MEDICAL SYSTEMS INFORMATION TECHNOLOGIES, INC. ("GEMS-IT"), A SUBSIDIARY OF GENERAL ELECTRIC COMPANY, (A) GEMS-IT WILL INVOICE YOU SEPARATELY FOR THE

**GE Medical Systems**

General Electric Company
P.O. Box 414, Milwaukee,
WI, 53202-0414
gemedical.com

QUOTATION

Stamford Hospital
6 Shelburne Road
Stamford, CT 06902

Date: June 01, 2004

Quotation Number: MERC1HB

<u>QTY</u>	<u>CATALOG</u>	<u>DESCRIPTION</u>	<u>PRICE</u>
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PORTION OF THE QUOTATION PURCHASE PRICE ATTRIBUTABLE TO SUCH GEMS-IT PRODUCTS, PER THE SAME PAYMENT TERMS REFERENCED HEREIN, AND YOU AGREE TO PAY GEMS-IT FOR SUCH PORTION OF THE PURCHASE PRICE, AND (B) UNLESS A SEPARATE GEMS-IT WARRANTY IS REFERENCED IN AND ATTACHED TO THIS QUOTATION, SUCH GEMS-IT PRODUCTS WILL BE COVERED BY A 12 MONTH WARRANTY PER THE TERMS OF THE GEMS CONSOLIDATED PRODUCT WARRANTY.



TERMS AND CONDITIONS OF SALE FOR GE MEDICAL SYSTEMS PRODUCTS

These Terms and Conditions of Sale apply to the purchase of GE Medical Systems ("GEMS") products either on-line or in response to a written Quotation presented to the customer listed in the Quotation ("Customer") by an authorized GEMS' representative. Certain specified terms and conditions will apply only to on-line purchases or only to purchases in response to a written Quotation, as referenced below. Unless otherwise indicated, these terms and conditions will apply to all purchases of GEMS' products. For certain products, additional terms (listed below) will also apply.

These Terms and Conditions of Sale shall also apply to the purchase of GE Medical Systems, Ultrasound & Primary Care Diagnostics, LLC ("GEMS UPDC") products, and the term "GEMS" as used in these Terms and Conditions of Sale shall refer to GEMS UPDC for such sales.

On-Line Purchases. Customer's on-line purchase of GEMS' products through GEMS' website(s) is governed by the E-Commerce Master Agreement between Customer and GEMS and the terms, conditions and warranties (including these Terms and Conditions of Sale) posted on the website(s) at the time Customer submits its order or provided to Customer in connection with an electronic Quotation, each as modified to the extent applicable by any strategic purchasing agreement Customer may have in effect at the time with GEMS.

Other Purchases. Customer's purchase of GEMS' products in response to a written Quotation is governed by the Quotation (the multi-page document which has been printed with Customer's name and address, a list of the products covered, price and payment terms), these Terms and Conditions of Sale, applicable warranties, and any additional terms referenced in the Quotation, each as modified to the extent applicable by any strategic purchasing agreement Customer may have in effect at the time with GEMS.

All Purchases. Additional or conflicting terms and conditions submitted on any purchase order or other documentation are expressly superseded by these Terms and Conditions of Sale.

FORMATION OF CONTRACT

On-Line Purchases. Customer makes an offer to purchase under the terms for On-Line Purchases described above when Customer submits its order on-line. GEMS accepts Customer's offer when GEMS ships Customer's order or, if sooner, when GEMS sends Customer a written acceptance (by e-mail, fax or otherwise).

Other Purchases. A written Quotation is a request for an offer to purchase from Customer. By signing and returning the Quotation to GEMS or by sending GEMS a Purchase Order in response to the Quotation, Customer makes an offer to purchase under the terms for Other Purchases described above. GEMS accepts Customer's offer by the signature of GEMS' duly authorized employee on the Quotation, subject to credit review and approval by GEMS' Customer Credit Department, or by GEMS' shipment of Customer's order. Customer will reasonably cooperate with GEMS' Customer Credit Department in seeking credit approval.

All Purchases. GEMS' acceptance of Customer's offer is expressly made conditional on Customer's assent to all of GEMS' terms. No prior proposals, statements, course of dealing or usage of the trade will be part of the contract, except as may have been previously agreed in writing by the parties under a strategic purchasing agreement covering the transaction. In the event of a conflict between the terms of the main body of the Quotation and these Terms and Conditions, the terms of the main body of the Quotation shall govern. After the contract has been formed, it may be modified only by a writing agreed to by Customer and GEMS' authorized representatives.

All orders are subject to (1) GEMS' on-going credit review and approval and (2) GEMS' on-going determination that the Customer and the proposed order are in compliance with all applicable laws and regulations as well as GEMS compliance policies, including but not limited to U.S. Food and Drug Administration ("FDA"), Federal Healthcare Program Anti-kickback, export/import control, and anti-money laundering laws and regulations, as applicable. If GEMS determines in good faith at any time that there are credit and/or compliance issues with the order that have not been satisfactorily addressed, GEMS may cancel the order upon written notice to the Customer.

PRICE, TAXES AND UPGRADES

On-Line Purchases. Customer's price will be confirmed in the order confirmation GEMS sends Customer.

Other Purchases. Customer's price is stated in the written Quotation.

All Purchases. Prices do not include sales, use, gross receipts, excise, value-added, services, penalty, addition to tax, interest, or assessment related thereto or any similar transaction or consumption taxes (collectively, "Taxes"). GEMS shall collect or seek reimbursement for any such Taxes imposed with respect to this Agreement, or services performed hereunder by GEMS or GEMS' subcontractors, from Customer. Such Taxes shall be separately stated on GEMS' invoice(s) to Customer. Customer shall pay any such Taxes that may be levied on or assessed against Customer or GEMS and GEMS' subcontractors and, if GEMS pays any such Taxes, reimburse GEMS. Each party shall be responsible for any personal property or real estate taxes on property that the party owns or leases, for franchise and privilege taxes on its business, and for taxes based on its net income or gross receipts. Prices for upgrades and revisions assume that Customer transfers title to GEMS and returns the replaced component at no charge to GEMS.

PAYMENT

On-Line Purchases. The payment terms will be stated in the order confirmation.

Other Purchases. The payment terms are stated in the written Quotation.

All Purchases. For any products requiring final assembly or installation by GEMS, if such assembly or installation is delayed by more than 30 days after delivery of the products for any reason for which Customer is responsible, GEMS will bill Customer for and Customer will pay GEMS any remaining payments due under the Quotation. Customer grants to GEMS a purchase money security interest in all items ordered until GEMS receives full payment and, upon GEMS' request, Customer will sign and deliver to GEMS any additional documents GEMS may require to perfect this security interest.

If, after product delivery, Customer does not make any payments for the products within 45 days after such payments are due, GEMS may, upon 10 days prior written notice to Customer, either (a) enter upon the Customer's site and remove the products or (b) temporarily disable the products so that they are not operational.

CANCELLATION CHARGES

If Customer cancels this order without GEMS' prior written consent within 90 days before the mutually agreed scheduled delivery date, Customer will pay GEMS a cancellation charge of 15% of the total price of the products ordered under the Quotation. GEMS will retain as a credit toward the cancellation charge any payments GEMS has received up to the amount of the cancellation charge. In addition, in the event of any cancellation for products requiring site evaluation services by GEMS or GEMS' representatives, Customer will pay GEMS reasonable charges for such site evaluation services performed prior to cancellation.

DELIVERY

Delivery dates are approximate. GEMS is not liable for delays in performance or delivery due to causes beyond GEMS' reasonable control. These causes include, without limitation, any delay of sources to supply materials and equipment, government priorities and labor or transportation problems. If such a delay occurs, GEMS may extend the performance or delivery date for a period of time equal to the delay.

If Customer requests a later delivery date within 45 days before the mutually agreed scheduled delivery date, GEMS may, at GEMS' option, deliver the products to a storage facility designated by Customer or, if Customer fails to designate a storage facility, to a storage facility designated by GEMS, at Customer's expense. At the time of such delivery, GEMS will bill Customer for and Customer will pay GEMS for any amounts due upon delivery. If Customer fails to schedule a delivery date with GEMS within 6 months after order entry, GEMS may, at GEMS' option, cancel Customer's order upon written notice to Customer.

TRANSPORTATION, TITLE AND RISK OF LOSS

For GEMS products (excluding GEMS UPCD products), C.I.F. GEMS' shipping dock pursuant to Section 2-320 of the Uniform Commercial Code. GEMS is responsible for payment of freight and payment for or providing insurance against property damage or loss until delivery to Customer's site. Title and risk of ownership passes to Customer at C.I.F. point.

For GEMS UPCD products, F.O.B. GEMS UPCD's shipping dock, with freight costs to be added to the Customer's invoice. GEMS UPCD is responsible for initial payment of freight and payment for or providing insurance against property damage or loss until delivery to Customer's site, subject to payment of applicable freight costs by Customer to GEMS UPCD. Title and risk of ownership passes to Customer at F.O.B. point.

Software is licensed to Customer under these Terms and Conditions of Sale, but no title to or other interest in such software passes to Customer.

PRE-INSTALLATION RESPONSIBILITIES AND FINAL ASSEMBLY

Customer is responsible for making the place where the products will be located ready for installation in compliance with GEMS' written specifications, including any applicable Additional Terms listed below. Unless otherwise agreed in writing by GEMS, installation of the products will not begin until Customer's responsibilities have been completed. If Customer does not properly complete these responsibilities, there may be delays in delivery of GEMS' products and/or product performance issues that are not covered by GEMS' warranties. GEMS is responsible for assembling GEMS' products (excluding Bone Mineral Densitometry ("BMD") peripheral products) and connecting them to electrical outlets provided by Customer. Customer shall pay any non-GE employees whom Customer uses or requests GEMS to use for installation or assembly. Any installation, field assembly, interconnection, equipment calibration, installation certification and/or checkout of GEMS' products or equipment that GEMS is required to do under the applicable Additional Terms listed below shall be performed during GEMS' normal 40 hour work week, excluding GEMS' holidays.

TESTING AND CERTIFICATION

Customer shall provide any government licenses, permits and approvals needed for installation and use of the products. GEMS will complete final testing using appropriate GEMS' performance specifications, instruments and procedures. GEMS will file any required Federal and State reports relating to GEMS' installation activities.

ACCEPTANCE OF PRODUCTS

Customer accepts the products on the earlier of (1) five days after the date GEMS notifies Customer that GEMS has completed assembly and the products are operating in accordance with GEMS' published performance specifications or (2) the date Customer first uses the products for patient use.

USE OF PRODUCTS

Customer acknowledges that the products are or may be subject to regulation by the FDA. Customer shall not use or permit the products to be used in any manner that does not comply with applicable FDA regulations or for any entertainment or amusement purposes. Further, Customer represents that Customer is purchasing the products for Customer's own use for clinical diagnostic purposes and that Customer does not intend to re-sell the products to any other party or to export the products outside the United States.

LIMITED WARRANTIES AND DISCLAIMER

Warranties are set forth in the warranty form(s) provided by GEMS and available on-line at the time of ordering for on-line purchases or referenced in the written Quotation for other purchases, and are incorporated by reference into these Terms and Conditions of Sale. No warranty is furnished for anything excluded from the warranty form(s) or for Operating Documentation and Operating Tools (as defined below) associated with products. These items are provided AS IS. EXCEPT AS PROVIDED ABOVE, NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND DATA ACCURACY, WILL APPLY TO ANYTHING PROVIDED BY GEMS. GEMS may use refurbished parts in new products as long as GEMS uses the same quality control procedures and warranties as for new products.

NON-LISTED PRODUCTS

GEMS does not install, test, certify or provide GEMS' own software license or warranty for products which are not listed in GEMS' on-line catalog or price pages at the time of sale. These products are normally identified by NL or NW series numbers.

CONFIDENTIAL INFORMATION

The product pricing, terms of sale and other information contained in or disclosed by GEMS pursuant to this Agreement is confidential. Customer may not disclose such pricing, terms and other information to any other party without GEMS' prior written approval, except for any legally required disclosures. GEMS reserves the right to enforce these confidentiality restrictions against any party who wrongfully discloses, receives and/or further disseminates GEMS' confidential information.

GEMS will treat patient information as confidential and comply with any applicable laws concerning the confidentiality of patient information. Further, GEMS and Customer acknowledge that certain portions of the Administrative Simplification section of the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d through d-8 ("HIPAA"), and certain regulations promulgated or to be promulgated pursuant thereto (collectively, "HIPAA Regulations") may apply to GEMS, Customer, and their relationships and operations under this Agreement. GEMS and Customer acknowledges and agree that they have entered into, or will enter into, such Business Associate Agreements and/or other similar agreements (collectively, "HIPAA Agreements") that are required to satisfy the respective obligations of both parties under the applicable provisions of HIPAA and the HIPAA Regulations. Notwithstanding any other provision in this Agreement to the contrary, to the extent the terms of such HIPAA Agreements relate to GEMS' performance under this Agreement, the terms of such HIPAA Agreements shall control over the terms of this Agreement to the extent required to allow both parties to comply with the applicable provisions of HIPAA and the HIPAA Regulations.

SERVICE MATERIAL USE AND DATA ACCESS

In connection with the installation, configuration, maintenance, repair and/or de-installation of products, GEMS may deliver to Customer's site, along with the products or separately, and store at Customer's site, attach to or install on the products, and use, materials that have not been purchased by or licensed to Customer. Customer hereby consents to (a) this delivery, storage, attachment, installation and use, (b) the presence of GEMS' locked cabinet or box on Customer's site for storage of this property, and (c) GEMS' removal of all or any part of this property at any reasonable time, all without charge to GEMS. The presence of this property within Customer's site will not give Customer any right or title to this property or any license or other right to access, use or decompile this property. Any access to or use of this property (except in compliance with GEMS' written directions to Customer to determine product performance on GEMS' behalf) and any decompilation of this property by anyone other than GEMS' personnel is prohibited. Customer will use reasonable efforts to protect this property against damage or loss and to prevent any access to or use or decompilation of this property contrary to this prohibition.

Customer shall permit GEMS to connect to the products, or to otherwise access data related to the products, to allow GEMS to gather, aggregate, compile, and use products and resource usage data in various ways including quality initiatives, benchmarking and reporting services. The data collected by GEMS will be used, during and after the term of this Agreement, in a manner that will maintain patient and customer level confidentiality.

OPERATING AND BASIC SERVICE SOFTWARE LICENSE

Definition. "Licensed Software" means the firmware, software, or data compilations (regardless of the media within which they are recorded, fixed or delivered) identified in the order or the written Quotation, as applicable, or provided for the operation, installation, use, de-installation, maintenance, or repair of the hardware identified in the order or the written Quotation, as applicable ("Equipment"), including software for enhancing the operation or functionality of the Equipment, and any other software later provided to Customer by GEMS for use with the Equipment, but in all cases excluding any Advanced Applications Software (as defined below) or any Advanced Service Software (as defined below). Licensed Software that is not stored internally in the Equipment shall include a notice that identifies it as GEMS' proprietary. "Advanced Applications Software" means the firmware, software, or data compilations (regardless of the media within which they are recorded, fixed, or delivered) that (i) are not a part of the base system

standard operating software for such Equipment, and (ii) are generally provided by GEMS to its customers for a separate fee or charge, but excluding any Advanced Service Software. For the avoidance of doubt, Advanced Applications Software may be a "stand alone" product or may be incorporated into the Equipment. "Advanced Service Software" means advanced software for servicing GEMS diagnostic imaging systems that is subject to a separate fee and eligibility criteria and licensed under a separate agreement.

License. Except to the extent further limited by the license terms for specific types of Licensed Software, GEMS grants Customer a limited license to:

- (1) Use and permit Customer's service contractors to use the Licensed Software only on the specific Equipment for which GEMS provided Customer the Licensed Software at the identified geographic location or in the specific vehicle identified in the order or the written Quotation, as applicable.
- (2) Make one copy of the Licensed Software in machine-readable form solely for backup purposes. Customer must reproduce on such copy the copyright notice and any other proprietary notices that were on the original copy.
- (3) Use the copy of the documentation identified in the order or the written Quotation, as applicable, and having a white cover or label and/or a notice that identifies it as "Operating Documentation" ("Operating Documentation"), and use the tools or instruments identified in the order or the Quotation, as applicable, and provided with the Equipment in a container having a white cover or label and/or a notice that identifies them as "Operating Tools" ("Operating Tools") for the sole purpose of using the Licensed Software and Equipment for their intended purpose.
- (4) Transfer all authorized copies of the Licensed Software, Operating Documentation and Operating Tools to a purchaser of the Equipment who accepts all of the terms, conditions and limitations of this limited License and any other applicable license terms.

License Limitations. Except as expressly stated above, Customer is not granted any other rights or licenses in or under the Licensed Software, Operating Documentation or Operating Tools. By way of example, and without limitation, Customer is not granted: any ownership rights in the Licensed Software, Operating Documentation or Operating Tools or any media on which the Licensed Software is recorded or fixed; any other rights or licenses under any of GEMS' intellectual property (e.g., patents, copyrights, trademarks, trade secrets, etc.); any right to modify, adapt, translate, rent, lease, loan, resell for profit, distribute, network or create derivative works of any portion of the Licensed Software or Operating Documentation; any right to de-compile, reverse engineer, disassemble, or otherwise reduce the Licensed Software to a human-perceivable form; any right to electronically transfer any portion of the Licensed Software over a network; or any right to retain copies of any versions of Licensed Software, Operating Documentation or Operating Tools which are rendered redundant by Licensed Software Customer receives from GEMS.

OPERATION AND APPLICATIONS TRAINING

GEMS provides many opportunities for training Customer's staff through GEMS' Learning Solutions TIP "Training in Partnership" program, including on-site applications, GEMS' Education Center courses, and web-delivered courses. Customer may select training at GEMS' then-current standard rates and in accordance with GEMS' then-current training program offerings and terms.

Customer must schedule and complete any TIP applications training programs that Customer orders within 12 months after the date of product delivery. If Customer fails to do so, GEMS' obligation to provide such training to Customer will expire.

USE IN STAGING AND DESIGN TESTING

The products covered by this order or some of their components may have been operated intermittently under normal conditions and/or used in staging similar types of products for up to 9 months at GEMS' manufacturing facility (1) for the purpose of verifying that products and components perform and demonstrate reliability in accordance with their specifications or (2) for the purpose of facilitating the engineering testing of other components and software. Use of products or components in any of the above applications does not impair their useful life or affect GEMS' warranty for the products or components.

Further, the products or some of their components may have undergone design maturity testing at GEMS' manufacturing facility. GEMS

periodically conducts design maturity tests on mechanical and electrical components for the purpose of validating the reliability of new or modified product design and manufacturing processes. The tests are conducted on a small percentage of newly manufactured products and simulate normal operation within a product's technical specifications for a period of time generally equal to twice a product's expected mean time between failures. Design maturity tests of the products or components do not impair their useful life or affect GEMS' warranty for the products or components.

UNAUTHORIZED MODIFICATIONS

Modifications to the products ordered by Customer, or any of their components, could significantly affect their performance or conformance to GEMS' applicable specifications. Any modification of the products, or any of their components, other than as performed or authorized in writing by GEMS, will invalidate and terminate GEMS' warranty for the products, effective on the date of any such modification.

LIMITATIONS OF REMEDIES AND DAMAGES

THE TOTAL LIABILITY OF GEMS AND GEMS' AFFILIATES AND REPRESENTATIVES TO CUSTOMER AND CUSTOMER'S EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT, INCLUDING BUT NOT LIMITED TO THE PRODUCTS AND SERVICES PROVIDED HEREUNDER, IS LIMITED TO THE PRICE ACTUALLY PAID BY CUSTOMER TO GEMS FOR THE PRODUCT OR SERVICE WHICH IS THE BASIS FOR THE CLAIM. GEMS and GEMS' affiliates and representatives have no liability to Customer for (1) any punitive, incidental or consequential damages, such as lost profit or revenue, (2) any assistance not required under the applicable terms of sale, or (3) any claims related to Customer's order which arise after the warranty period ends.

Customer will be barred from any remedy unless Customer gives GEMS prompt written notice of the problem complained of. This is a commercial sales transaction. Any claim related to this Agreement will be covered solely by commercial legal principles. GEMS, GEMS' affiliates and representatives, and Customer will have no tort liability to the other arising from this Agreement. This limitation does not affect claims by third parties for personal injury due to GEMS', GEMS' affiliates' or representatives', or Customer's negligence or product liability.

DISPUTE RESOLUTION

Any claim or controversy arising out of or relating to this Agreement must be submitted and settled as set forth in this Section. If either party alleges that the other party has breached any of the terms of this Agreement, then the party alleging breach will inform the other party of such breach in writing. Upon receipt of such notice, the allegedly non-performing party will have 20 days to cure the alleged breach. If the parties do not agree that effective cure has been accomplished by the end of the 20-day period, then upon written request of either party, a senior manager from each party will meet in person and confer in good faith to resolve the dispute within 15 days of the expiration of the prior 20-day period. If, after the above procedure, the dispute remains unresolved, the dispute will be submitted to the office of the American Arbitration Association ("AAA") located closest to Chicago, Illinois, for binding arbitration in accordance with the AAA's Commercial Arbitration Rules then in effect, as amended by the Agreement. The law applicable to the arbitration, including the administration and enforcement thereof, is the Federal Arbitration Act, 9 U.S.C. §§ 1-16, as amended from time to time. The cost of the arbitration, including the fees and expenses of the arbitrator(s), will be shared equally by the parties, with each party paying its own attorneys' fees. The arbitrator(s) will have the authority to apportion liability between the parties, but will not have the authority to award any damages not available under this Agreement. The arbitration award will be presented to the parties in writing, and upon the request of either party, will include findings of fact and conclusions of law. The award may be confirmed and enforced in any court of competent jurisdiction. Any post-award proceedings will be governed by the Federal Arbitration Act.

GENERAL MATTERS

Any assignment of this Agreement will be void without the other party's prior written consent, which will not be unreasonably withheld. GEMS may hire subcontractors or use its affiliates to perform work under this Agreement. If any part of this Agreement is found invalid, the remaining part will be effective. The laws of the state where the products are to be installed will govern any dispute between the parties.

ADDITIONAL TERMS

The following Additional Terms will apply only if Customer is purchasing equipment in the modality or business specified or, for iCenter and iLinq, if Customer is eligible for the special product features indicated:

I. X-RAY ADDITIONAL TERMS

GEMS' Responsibilities. As part of the purchase price for Customer's order, GEMS will provide the following for X-ray equipment sold to Customer:

- If required, suggested drawings showing:
 - Equipment and general room layouts.
 - Power requirements.
 - Location and specifications of circuit breakers, line switches, junction boxes and conduit raceway.
 - Interconnecting wiring requirements.
 - Location and structural requirements of ceiling and wall supports.
 - X-ray equipment weights and rates of heat dissipation.
- Installation, field assembly, interconnection, equipment calibration, checkout and HHS installation certification of GEMS' equipment. GEMS does not install accessory items such as illuminators, passboxes, cabinets, darkroom equipment or processors.

Customer's Responsibilities. Customer must provide the following:

- Radiation protection requirements specified by a qualified radiation physicist.
- Any room remodeling or construction.
- Proper specified power.
- Proper installation of line switches, circuit breakers, junction boxes, conduit and raceway, and surge protection.
- Proper interconnecting wiring.
- Proper installation of ceiling and wall suspensions and support systems.
- All architectural or seismic preparations, calculations or submittals for state or local approval.
- Layout and installation of convenience outlets. For ease in service, GEMS suggests Customer locate at least one outlet close to the control panel, the X-ray panel, and on each wall.
- Design, layout and installation of general room illumination. Ceiling fixtures (including lighting, air vents and sprinklers) should not extend more than 1/2 inch below the finished ceiling.
- Any air conditioning and plumbing requirements.
- Installation of warning lights and/or interlock switches at main door of the X-ray room.
- If applicable, provision and maintenance of an appropriate telephone line at the site for connection to GEMS' InSite Package, which GEMS uses to provide remote diagnostic service for X-ray equipment.

II. CT ADDITIONAL TERMS

GEMS' Responsibilities. As part of the purchase price for Customer's order, GEMS will provide the following for the Computed Tomography ("CT") system sold to Customer:

- If required, suggested drawings showing:
 - Equipment and general room layouts.
 - Power requirements.
 - Location and specifications of circuit breakers, line switches, junction boxes and conduit raceway.
 - Interconnecting wiring requirements.
 - Location and structural requirements of ceiling and wall supports.
 - CT equipment weights and rates of heat dissipation.
- Installation instructions and site preparation studies to help Customer fulfill Customer's responsibility to ensure the site complies with GEMS' applicable site specifications. The studies relate to power, air conditioning and operational considerations of the CT system. A pre-installation instruction manual is available upon request.
- Installation, field assembly, interconnection, equipment calibration and HHS installation certification of GEMS' equipment. GEMS does not install accessory items such as illuminators, passboxes, cabinets, darkroom equipment or processors.

- After the CT system is installed and before it is turned over to Customer for clinical use, GEMS performs tests to determine that the CT system meets GEMS' published performance specifications.
- For transportable, relocatable and mobile CT systems, GEMS will deliver the system to Customer's van manufacturer and will furnish final assembly services to place the system in Customer's van. At the time of order, Customer must notify GEMS of the van manufacturer to which the system is to be shipped. It is Customer's responsibility to make arrangements with the van manufacturer regarding delivery of the van.

Customer's Responsibilities. Customer must provide the following:

- Radiation protection requirements, specified by a qualified radiation physicist.
- Any room remodeling or construction.
- Proper specified power.
- Proper installation of line switches, circuit breakers, junction boxes, conduit and raceway, and surge protection.
- Proper interconnecting wiring.
- Proper installation of ceiling and wall suspensions and support systems.
- All architectural or seismic preparations, calculations or submittals for state or local approval.
- Layout and installation of convenience outlets. For ease in service, GEMS suggests Customer locate at least one outlet close to the control panel, the X-ray panel, and on each wall.
- Design, layout and installation of general room illumination. Ceiling fixtures (including lighting, air vents and sprinklers) should not extend more than 1/2 inch below the finished ceiling.
- Any air conditioning and plumbing requirements.
- Installation of warning lights and/or interlock switches at main door of the X-ray room.
- If applicable, provision and maintenance of an appropriate telephone line at the site for connection to GEMS' InSite Package, which GEMS uses to provide remote diagnostic service for the CT system.

III. MR ADDITIONAL TERMS

GEMS' Responsibilities. As part of the purchase price for Customer's order (except as otherwise indicated), GEMS will provide the following for the Magnetic Resonance ("MR") system sold to Customer:

SITE EVALUATION ASSISTANCE (Signa Horizon, Contour, Profile, MR/i and CV/i Fixed Systems)

GEMS will furnish Customer with the following site planning information and specifications:

- MR Signa Horizon, Contour, Profile, MR/i or CV/i Site Planning Document.
- Site Review: This review consists of an evaluation of available space, dimensional access for the magnet and cryogenics (if applicable), anticipated effects of significant identified quantities of ferromagnetic materials, system acoustics, and other environmental concerns related to operation of the MR system. The evaluation will normally be accomplished through a review of various drawings or documentation furnished by Customer. If GEMS determines it to be necessary, an on-site evaluation will also be made by a GEMS' representative.
- Preliminary Sketch or Drawings: These consist of a suggested space plan for the site showing room sizes, access ways and fringe field distribution. A suggested equipment plan will also be provided (and may be combined with the space plan) showing equipment placement, floor loading, acoustic levels and heat dissipation for each element of the MR system.
- Equipment Installation Drawings: These are final drawings consisting of plans approved by Customer for equipment locations, cryogen venting and plumbing layout, electrical layout and other relevant MR system planning information.
- Magnetic Shield Drawings: If necessary, a suggested magnetic shield design will be provided, consisting of a report and drawings to assist Customer's magnetic shielding vendor in designing, fabricating and installing a magnetic shield.

In addition, if Customer requests, GEMS will review specific parts of Customer's site planning or construction documents to assist Customer in ensuring compliance with GEMS' current MR site planning requirements.

SITE EVALUATION ASSISTANCE (Signa Horizon, Contour, Profile, MR/i and CV/i Transportable and Relocatable Systems)

GEMS will furnish Customer with site planning specifications that, when augmented with Customer's selected van manufacturer's specific planning requirements, are designed to assist Customer's architect or design/build service to plan accommodations for the Signa Horizon, Contour or Profile system. The specifications GEMS furnishes consist of electrical power requirements, fringe field proximity limits, environmental ferrous material limits and site layout requirements.

Depending on the system, specific documents GEMS provides are:

- Signa Horizon, Contour, Profile, MR/i or CV/i Mobile Site Planning Document
- Signa Horizon, Contour Profile, MR/i or CV/i Mobile, Transportable or Relocatable Typical Site Plan

In addition, if Customer requests, GEMS will review specific parts of Customer's site planning documents to assist Customer in ensuring compliance with GEMS' current MR site planning requirements.

Customer's Responsibilities. All of GEMS' site evaluation services rely on and are subject to the completeness and accuracy of information provided by Customer, Customer's agents or representatives and conditions prevailing at the time of GEMS' site evaluation work. GEMS' site evaluation services are intended only to assist Customer in fulfilling Customer's responsibility to ensure that the site complies with GEMS' applicable site specifications.

FINAL ASSEMBLY AND SYSTEM CHECKOUT

For fixed MR systems, the final assembly process will commence after all pre-installation and site planning requirements applicable to the MR system are complete. A pre-installation instruction manual is available upon request. Any rigging required to install the MR system will be at Customer's expense.

GEMS will deliver transportable, relocatable and mobile MR systems to the van manufacturer selected by Customer and will furnish final assembly services to place the MR system in Customer's van. At the time of order, Customer must notify GEMS of the van manufacturer to which the MR system is to be shipped. It is Customer's responsibility to make arrangements with the van manufacturer regarding delivery of the van.

Upon completion of final assembly and prior to delivery to Customer, GEMS will perform prescribed tests to determine that the MR system meets GEMS' applicable performance specifications. For transportable, relocatable and mobile systems, these tests will be performed when assembly in the van is completed, and MR system operation will be rechecked when the van is delivered to Customer.

GEMS will perform final assembly and system checkout services.

THE FOLLOWING PROVISIONS ALSO APPLY:

A. SITE PREPARATION

Customer is responsible for each of the following:

- Preparing the site(s) in which the MR system is to be installed, in strict accordance with GEMS' site planning specifications furnished to Customer (and, in the case of transportable, relocatable or mobile MR systems, with the planning requirements of the van manufacturer).
- Providing all architectural or seismic preparations, calculations or submittals for state and local approval, if required.
- Magnetic or radio frequency shielding additional to that provided as part of the MR system, whether recommended by GEMS or desired by Customer.
- Fire protection, air conditioning, site power, power quality maintenance, customer supplied water chillers and all other environmental requirements and concerns to support initial magnet delivery and magnet installation and final assembly of the MR system.
- Providing a site and surroundings suitable for and undisturbed by installation and operation of an MR system producing strong magnetic and electric fields.
- If applicable, providing and maintaining an appropriate telephone line at the site for connection to GEMS' InSite Package, which GEMS uses to provide remote diagnostic service for the MR system.

B. MAGNET MAINTENANCE AND CRYOGEN SERVICES

The price of the MR system includes all cryogenics necessary for final assembly and testing of the MR system. Cryogen loss attributable to power loss or water chiller failure for the shield cooler or condenser system of the

equipment during installation is Customer's responsibility, and Customer will be billed for cryogen replacement in 250 liter (minimum dewar size) increments plus the associated cryogen transfill labor at GEMS' standard hourly billed service rates. After final assembly, Customer will be responsible to supply and install all cryogenics, unless cryogen loss is caused by a defect in material or workmanship within the scope of GEMS' applicable published warranty for the MR system. Following final assembly, GEMS will offer magnet maintenance and cryogen service under a separate agreement. The typical helium level upon final assembly as measured using the supplied helium meter is approximately 70%.

Provided cryogen boil-off rates have not been adversely affected by actions of Customer, Customer's agents, employees or subcontractors, or any third party not authorized by GEMS, GEMS is responsible for providing a super-conductive magnet which, at the expiration of the warranty period, has cryogen boil-off rates which do not exceed those stated in GEMS' applicable magnet specifications. GEMS has no responsibility to Customer for cryogen boil-off rates subsequent to expiration or termination of GEMS' applicable published warranty for the MR system.

C. SITE ACCESS CONTROL

The MR system utilizes magnets of high field strength as well as radio frequency electromagnetic fields. The magnetic fields of the MR system attract ferromagnetic articles and are capable of rapidly accelerating such articles toward the magnet, creating corresponding physical danger to persons in the vicinity and possible damage to the MR system. In addition, the magnetic and radio frequency fields of the MR system can adversely affect the operation of pacemakers, equipment containing magnetic reed switches, and aneurysm and surgical clips. Because of the foregoing, Customer is fully responsible for controlling access to the MR system, and for all operations and protocols which use the MR system or are conducted at the site.

IV. ULTRASOUND AND BMD ADDITIONAL TERMS

GEMS' Responsibilities. As part of the purchase price for Customer's order, GEMS will provide the following for the ultrasound and BMD equipment sold to Customer:

- If required, suggested drawings showing:
 - Equipment and general room layout.
 - Power requirements.
 - Ultrasound and BMD equipment weights and rate of heat dissipation.
- Installation, field assembly, equipment calibration, and checkout of equipment. During installation, GEMS will connect GEMS' equipment to a compatible video and/or network connection provided by Customer.

Customer's Responsibilities. Customer must provide the following:

- Any room remodeling or construction.
- All architectural preparations, calculations or submittals for state or local approval.
- Proper specified power as noted in GEMS' published equipment specifications. Proper air conditioning requirements as specified in GEMS' published equipment specifications.
- If applicable, provision and maintenance of an appropriate telephone line for connection to GEMS' InSite Package, which GEMS uses to provide remote diagnostic service for the ultrasound and BMD equipment.
- Schedule vendor service representative for installation of non-GE peripherals.

GEMS has a process for disassembling and recycling the product's components at the end of their life cycle. Please contact a GEMS' sales representative for further instructions.

Customer shall use the ultrasound and BMD equipment only for clinical diagnostic purposes in the diagnosis or treatment of a disease or condition, and not for any entertainment or amusement purposes.

GEMS will install the LOGIQWorks product at Customer's site, provided Customer provides the data and information GEMS requires for custom-configuration. If any components of the LOGIQWorks product ordered become obsolete before shipment, GEMS reserves the right to substitute other components that are comparable or better in functionality for such obsolete components.

V. PET ADDITIONAL TERMS

The following Additional Terms apply to positron emission tomography ("PET") systems.

GEMS' Responsibilities. As part of the purchase price for Customer's order, GEMS will provide the following for the PET system sold to Customer:

SITE EVALUATION ASSISTANCE

GEMS will furnish Customer with the following site planning information and specifications for the PET system GEMS supplies:

- A Site Planning Document.
- Site Evaluation Report: This report consists of an evaluation of available space, dimensional access for equipment, and other environmental concerns related to the operation of the PET system. The evaluation will normally be accomplished by reviewing Customer's drawings or documentation. GEMS will also make any on-site evaluation which GEMS determines to be necessary.
- Preliminary Drawings: These consist of a suggested space plan for the department or site showing room sizes, access ways, and fringe and radiation field distributions. A suggested equipment plan will also be provided (and may be combined with the space plan) showing equipment placement, floor loading, and heat dissipation for each PET system element.
- Equipment Installation Drawings: These are final drawings consisting of plans approved by Customer for equipment locations, plumbing layout, electrical layout and other relevant PET system planning information.
- Radiation Shielding Information: Customer is responsible for radiation shielding additional to that provided as part of the PET system. If necessary, information to assist Customer in designing, fabricating, constructing and installing radiation shielding for the PET system will be provided.

In addition, GEMS will, if Customer requests, review specific parts of Customer's planning or construction documents to assist Customer in ensuring compliance with GEMS' current PET site planning requirements.

Customer's Responsibilities. All of GEMS' site evaluation services rely on and are subject to the completeness and accuracy of information provided by Customer, Customer's agents or representatives, and conditions prevailing at the time of GEMS' site evaluation work. GEMS' site evaluation services are intended only to assist Customer in fulfilling Customer's responsibility to ensure that the site complies with GEMS' applicable site specifications.

RADIOACTIVE SOURCE MATERIALS

If the PET system Customer is purchasing requires the use of radioactive sources that are included in this order, Customer is solely responsible for obtaining any Nuclear Regulatory Commission ("NRC") licenses and other government licenses required to use such sources. If Customer does not provide GEMS with satisfactory evidence that Customer has obtained all required licenses at the time of order entry, GEMS may, at GEMS' option, remove such sources from the order and create a second order for such sources. GEMS will then ship the PET system and bill Customer for the amount due for delivery of the PET system under the original order, less the amount attributable to such sources. GEMS will ship such sources to Customer only after Customer provides GEMS with satisfactory evidence that Customer has obtained all required licenses for such sources and bill Customer for the remaining amount due for such sources upon shipment. Customer shall pay for and accept delivery of the PET system and radioactive sources per the above procedures.

FINAL ASSEMBLY

The final assembly process will commence after all pre-installation and site planning requirements applicable to the PET system are complete. A pre-installation instruction manual is available upon request. GEMS will deliver the PET system and will furnish final assembly services for the PET system GEMS provides. Any rigging required to install the PET system will be at Customer's expense.

SYSTEM CHECKOUT

Upon completion of final assembly and prior to turnover to Customer, GEMS will perform prescribed tests to determine that the PET system meets GEMS' applicable performance specifications.

GEMS will perform final assembly and system checkout services.

THE FOLLOWING PROVISIONS ALSO APPLY:

A. SITE PREPARATION

Customer is responsible for preparing, at Customer's expense, the site(s) in which the PET system is to be installed. Such site preparation must be in strict accordance with GEMS' site planning specifications furnished to Customer. Customer is responsible for providing all architectural/seismic preparation, radiation shielding calculations or submittals for state and local approval if required and for ensuring that radiation shielding is in conformance with all applicable legal and regulatory codes and requirements. GEMS encourages Customer to seek government approvals early in the site planning process. Fire protection, air conditioning, power quality maintenance, and all other environmental requirements and concerns are Customer's responsibility. Customer will provide a site and surroundings suitable for, and undisturbed by, installation and operation of a PET system using and/or producing radiation.

Customer will be responsible for obtaining all required federal, state, and local licenses and permits for radioactive sealed sources and radioisotopes used with the PET system. If permitted under applicable licensing requirements, GEMS' service personnel or GEMS' agents will work under Customer's license and supervision when handling any radioactive substance for which a license is required, or Customer will provide such handling itself under an appropriate license.

Customer will provide all radioactive sources and radioisotopes for calibration and performance checks of the PET system.

Customer is responsible, if applicable, for providing and maintaining an appropriate telephone line at the site for connection to a remote diagnostic service.

B. SITE ACCESS CONTROL

PET systems utilize radioactive materials. As with all systems utilizing radioactive materials, hazards exist creating possible physical danger to persons in the vicinity. Customer is fully responsible for control of access and all operations and protocols of the PET system or the operations and protocols at the site.

C. REGULATORY REQUIREMENTS

Customer is responsible for ensuring that it is in compliance with all federal, state and local requirements that govern the use of the PET system, or any part(s) thereof, including, but not limited to, licensing, compounding, packing, holding and reporting requirements of the FDA, the NRC, state radiation control authorities and state pharmacy and medical boards.

D. END OF LIFE DISPOSAL

At the end of the PET system's useful life, Customer is responsible for disposing of the PET system in accordance with federal, state and local laws and regulations. As a service to customers, GEMS can provide consulting concerning the disposal of old PET products, to help promote compliance with regulations and environmentally responsible disposal methods.

VI. PET CYCLOTRON/CHEMISTRY ADDITIONAL TERMS

The following Additional Terms apply to PET Cyclotron and Chemistry systems ("PET Cyclotron/Chemistry systems").

GEMS' Responsibilities. As part of the purchase price for Customer's order, GEMS will provide the following for the PET Cyclotron/Chemistry system sold to Customer:

SITE EVALUATION ASSISTANCE

GEMS will furnish Customer with the following site planning information and specifications for the PET Cyclotron/Chemistry system GEMS supplies:

- A Site Planning Document.
- Site Evaluation Report: This report consists of an evaluation of available space, dimensional access for equipment, and other environmental concerns related to the operation of the PET Cyclotron/Chemistry system. The evaluation will normally be accomplished by reviewing Customer's drawings or documentation. GEMS will also make any on-site evaluation which GEMS determines to be necessary.
- Preliminary Drawings: These consist of a suggested space plan for the department or site showing room sizes, access ways, and fringe and radiation field distributions. A suggested equipment plan will also be provided (and may be combined with the space plan) showing equipment

placement, floor loading, and heat dissipation for each PET Cyclotron/Chemistry system element.

- **Equipment Installation Drawings:** These are final drawings consisting of plans approved by Customer for equipment locations, plumbing layout, electrical layout and other relevant PET Cyclotron/Chemistry system planning information.
- **Radiation Shielding Information:** Customer is responsible for radiation shielding additional to that provided as part of the PET Cyclotron/Chemistry system. If necessary, information to assist Customer in designing, fabricating, constructing and installing radiation shielding for the PET Cyclotron/Chemistry system will be provided.

In addition, GEMS will, if Customer requests, review specific parts of Customer's planning or construction documents to assist Customer in ensuring compliance with GEMS' current PET Cyclotron/Chemistry site planning requirements.

Customer's Responsibilities. All of GEMS' site evaluation services rely on and are subject to the completeness and accuracy of information provided by Customer, Customer's agents or representatives, and conditions prevailing at the time of GEMS' site evaluation work. GEMS' site evaluation services are intended only to assist Customer in fulfilling Customer's responsibility to ensure that the site complies with GEMS' applicable site specifications.

RADIOACTIVE SOURCE MATERIALS

If the PET Cyclotron/Chemistry system Customer is purchasing requires the use of radioactive sources that are included in this order, Customer is solely responsible for obtaining any NRC licenses and other government licenses required to use such sources. If Customer does not provide GEMS with satisfactory evidence that Customer has obtained all required licenses at the time of order entry, GEMS may, at GEMS' option, remove such sources from the order and create a second order for such sources. GEMS will then ship the PET Cyclotron/Chemistry system and bill Customer for the amount due for delivery of the PET Cyclotron/Chemistry system under the original order, less the amount attributable to such sources. GEMS will ship such sources to Customer only after Customer provides GEMS with satisfactory evidence that Customer has obtained all required licenses for such sources and bill Customer for the remaining amount due for such sources upon shipment. Customer shall pay for and accept delivery of the PET Cyclotron/Chemistry system and radioactive sources per the above procedures.

FINAL ASSEMBLY

The final assembly process will commence after all pre-installation and site planning requirements applicable to the PET Cyclotron/Chemistry system are complete. A pre-installation instruction manual is available upon request. GEMS will deliver the PET Cyclotron/Chemistry system and will furnish final assembly services for the PET Cyclotron/Chemistry system GEMS provides. Any rigging required to install the PET Cyclotron/Chemistry system will be at Customer's expense.

SYSTEM CHECKOUT

Upon completion of final assembly and prior to turnover to Customer, GEMS will perform prescribed tests to determine that the PET Cyclotron/Chemistry system meets GEMS' applicable performance specifications. Any target or gas processing system purchased with the PET Cyclotron/Chemistry system must be installed with the original system and prior to system checkout. Installation after this time will require a quotation by the GEMS' installation team and is billable to Customer at GEMS' then-current installation rates.

GEMS will perform final assembly and system checkout services.

THE FOLLOWING PROVISIONS ALSO APPLY:

A. SITE PREPARATION

Customer is responsible for preparing, at Customer's expense, the site(s) in which the PET Cyclotron/Chemistry system is to be installed. Such site preparation must be in strict accordance with GEMS' site planning specifications furnished to Customer. Customer is responsible for providing all architectural/seismic preparation, radiation shielding calculations or submittals for state and local approval if required and for ensuring that radiation shielding is in conformance with all applicable legal and regulatory codes and requirements. GEMS encourages Customer to seek government approvals early in the site planning process. Fire protection, air conditioning, power quality maintenance, and all other environmental requirements and concerns are Customer's responsibility. Customer will provide a site and surroundings suitable for, and undisturbed by, installation

and operation of a PET Cyclotron/Chemistry system using and/or producing radiation.

Customer will be responsible for obtaining all required federal, state, and local licenses and permits for radioactive sealed sources and radioisotopes used with the PET Cyclotron/Chemistry system. If permitted under applicable licensing requirements, GEMS' service personnel or GEMS' agents will work under Customer's license and supervision when handling any radioactive substance for which a license is required, or Customer will provide such handling itself under an appropriate license.

Customer will provide all radioactive sources and radioisotopes for calibration and performance checks of the PET Cyclotron/Chemistry system. GEMS will provide 4.12 grams of ^{18}O water per installed ^{18}F target to perform the GEMS' standard on-site acceptance testing. Customer is responsible for the expense of any additional testing requirements.

B. SYSTEM STORAGE

Any PET Cyclotron/Chemistry system storage fees associated with any part of this order are the exclusive responsibility of Customer. Any handling, rigging, or other fees associated with storage are also Customer's responsibility.

C. SITE ACCESS CONTROL

PET Cyclotron/Chemistry systems utilize radioactive materials. As with all systems utilizing radioactive materials, hazards exist creating possible physical danger to persons in the vicinity. Customer is fully responsible for control of access and all operations and protocols of the PET Cyclotron/Chemistry system or the operations and protocols at the site.

D. REGULATORY REQUIREMENTS

1. The PET Cyclotron/Chemistry system is sold for use in generating radiotracers for diagnostic imaging applications only. GEMS does not sell or intend the PET Cyclotron/Chemistry system or any part(s) thereof, for use in radiation therapy.
2. Customer is responsible for ensuring that Customer is in compliance with all federal, state and local requirements that govern the use of the PET Cyclotron/Chemistry system, or any part(s) thereof, including, but not limited to, licensing, compounding, packing, holding and reporting requirements of the FDA, the NRC, state radiation control authorities and state pharmacy and medical boards.

E. END OF LIFE DISPOSAL

At the end of the PET Cyclotron/Chemistry system's useful life, Customer is responsible for disposing of the PET Cyclotron/Chemistry system in accordance with federal, state and local laws and regulations. As a service to GEMS' customers, GEMS can provide consulting concerning the disposal of old PET Cyclotron/Chemistry products, to help promote compliance with regulations and environmentally responsible disposal methods.

VII. NUCLEAR ADDITIONAL TERMS

GEMS' Responsibilities. As part of the purchase price for Customer's order, GEMS will provide the following for the nuclear imaging equipment sold to Customer:

- If required, suggested drawings showing:
 - Equipment and general room layouts.
 - Power requirements.
 - Nuclear imaging equipment weights and rates of heat dissipation.
- Installation, field assembly, interconnection, equipment calibration, and checkout of GEMS' equipment.

Customer's Responsibilities. Customer must provide the following:

- Any room remodeling or construction.
- Proper specified power.
- Proper installation of line switches, circuit breakers, junction boxes, conduit and raceway, and surge protection.
- All architectural or seismic preparations, calculations or submittals for state or local approval.
- Any air conditioning requirements.
- Any rigging required to install the nuclear system in accordance with GEMS' pre-installation instruction manual, which is available upon request.

- If applicable, provision and maintenance of an appropriate telephone line at the site for connection to GEMS' InSite Package, which GEMS uses to provide remote diagnostic service for the nuclear imaging equipment.

Radioactive Source Materials. If the nuclear imaging equipment Customer is purchasing requires the use of radioactive sources that are included in this order, Customer is solely responsible for obtaining any NRC licenses and other government licenses required to use such sources. If Customer does not provide GEMS with satisfactory evidence that Customer has obtained all required licenses at the time of order entry, GEMS may, at GEMS' option, remove such sources from the order and create a second order for such sources. GEMS will then ship the nuclear imaging equipment and bill Customer for the amount due for delivery of the nuclear imaging equipment under the original order, less the amount attributable to such sources. GEMS will ship such sources to Customer only after Customer provides GEMS with satisfactory evidence that Customer has obtained all required licenses for such sources and GEMS will bill Customer for the remaining amount due for such sources upon shipment. Customer shall pay for and accept delivery of the nuclear imaging equipment and radioactive sources per the above procedures.

VIII. GOLD SEAL PREFERRED ADDITIONAL TERMS

The following additional terms apply to the pre-owned Gold Seal Preferred equipment which is identified by catalog numbers beginning with L, NL193-199, and NL528:

Equipment Status. The equipment has been previously owned and used. It is not new. When delivered to Customer, the equipment may have received mechanical, electrical and cosmetic reconditioning as necessary, and will meet its original specifications.

Availability. Since pre-owned equipment may be offered simultaneously to several customers, its sale to Customer is subject to continued availability at the time Customer offers to purchase it. If the equipment is no longer available, (1) GEMS will attempt to identify other pre-owned equipment in GEMS' inventory that meets Customer's needs, and (2) if substitute equipment is not acceptable to Customer, GEMS will cancel the order and refund any deposit Customer has paid GEMS for the canceled order.

Delivery. GEMS will deliver pre-owned mobile, transportable and relocatable MR and CT systems to Customer's site at no additional charge.

Warranty. Equipment identified by catalog numbers beginning with L, NL193-199, and NL528 has a 12 month warranty (the same warranty as for comparable new equipment), unless otherwise specified. These Additional Terms supersede anything that is inconsistent with them in applicable modality Additional Terms or warranties.

IX. iCenter ADDITIONAL TERMS

The iCenter Portal. The iCenter portal facilitates access to 3 types of decision support information features related to GEMS' diagnostic imaging equipment: equipment management, imaging performance, and continuing education. If indicated in GEMS' Quotation, Customer will receive a subscription (as described below) to one or more of the following features at no additional charge as part of the applicable product warranty (except as noted below):

- **Equipment Management Information:** Information focused on the equipment's availability, maintenance history, and contract and billing details.
- **Imaging Performance Information:** Information designed to facilitate productivity enhancements, such as how and when the equipment is being used, who is using it, and how its use compares to the use of similar equipment at Customer's Site and other facilities.
- **Education Manager Information:** Information focused on enhancing Customer's professional development and knowledge, including on-line continuing education and, if specified, the Show Me Video library.

There is a separate charge for Education Manager Information and, if Education Manager Information is being provided to Customer, the charge for the initial 12 month subscription is specified in GEMS' Quotation. The iCenter features specified in GEMS' Quotation are collectively referred to as the "Information."

Subscription. During the product warranty period, GEMS will provide Customer a subscription allowing Customer to access Information for the

equipment through the iCenter website specified by GEMS. Customer may separately purchase subscriptions for additional GEMS' diagnostic imaging systems at any time under a separate agreement with GEMS.

During the term of Customer's subscription, Customer is granted a limited, non-exclusive, non-transferable right to search, retrieve, display, download, print and use the Information solely at Customer's Site for internal business use only. Access to the Information will be controlled by user ID and password or other security processes defined by GEMS. Customer will manage password assignment and confidentiality.

Except as expressly permitted above, Customer will not (i) de-compile or reverse engineer any of the associated software and other content and materials related to the Information ("Related Materials"); (ii) sell, sublicense, distribute, or commercially exploit the Information or the Related Materials; (iii) make the Information or any of the Related Materials available to any third party through any means or media; or (iv) modify, publish, transmit, participate in the license, transfer, or sale of, reproduce, create derivative works from, distribute, perform, display, or in any way exploit the Information or any of the Related Materials, in whole or in part, without GEMS' prior written consent.

GEMS reserves the right to upgrade, modify, replace or delete portions of the Information, website, and Related Materials at any time during the subscription.

Ownership and Use of Intellectual Property Rights. The Information and Related Materials are GEMS' property and are protected by copyright and other intellectual property laws of the United States and by applicable international treaties. All rights with regard to the Information are reserved to GEMS. No rights are transferred to Customer by virtue of this subscription except as specifically provided in this subscription. Customer shall abide by all copyright notices, information, or restrictions.

Third Party Contents and Links. GEMS may provide through this subscription third party content or links to third party content. GEMS is not responsible for this content and may remove such content at any time during the applicable warranty period. The terms and conditions for use of such content, including privacy policies applicable to such content, are determined solely by the third party, and not by GEMS.

Customer's Additional Responsibilities. Customer will also:

- Provide all assistance reasonably requested by GEMS or GEMS' representatives to assist in gathering data from Customer's equipment or other equipment or systems, and use commercially reasonable efforts to provide accurate and complete data where any data is provided by Customer.
- Provide and maintain a dedicated telephone line or other connection to Customer's equipment as specified by GEMS, to allow GEMS to access Customer's equipment remotely at all times.
- Comply with the requirements of any implementation guidelines, security procedures or other instructions provided by GEMS, including any requirements to have access to any commercially available software, media player or other technology reasonably necessary for access to or use of the Information.
- Use the Information and Related Materials solely in accordance with this Agreement and in accordance with applicable law.
- Not rely on the Information or Related Materials in Customer's preparation of any reimbursement claim, cost report or similar reports.
- Recognize that all clinical and medical diagnostic decisions are the responsibility of Customer's professional health care providers. The Information and Related Materials are no substitute for their professional judgment and GEMS disclaims all responsibility for Customer's clinical and medical diagnostic evaluations and decisions.
- Not add or link to the website any content or links that infringe the trademark, copyright, patent or other rights of any third party.

GEMS' Additional Responsibilities. GEMS will also:

- Provide Customer access to and use of the Information and Related Materials consistent with these iCenter Additional Terms.
- Use commercially reasonable efforts to make available during Customer's business hours the Information and Related Materials.

- Use commercially reasonable efforts to gather data contemplated under these iCenter Additional Terms from Customer's Equipment and other systems.
- Provide the Information and Related Materials solely in accordance with this subscription agreement and in accordance with applicable law.

Disclaimer of Warranties. NOTWITHSTANDING ANY OTHER WARRANTY PROVISIONS OF THIS AGREEMENT, GEMS EXPRESSLY DISCLAIMS ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WITH RESPECT TO THE INFORMATION AND RELATED MATERIALS, WHETHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, QUIET ENJOYMENT, SYSTEM INTEGRATION AND DATA ACCURACY, AND TITLE. DUE TO THE NUMBER OF SOURCES FROM WHICH THE INFORMATION IS OBTAINED, AND THE INHERENT HAZARDS OF ELECTRONIC DISTRIBUTION, THERE MAY BE DELAYS, OMISSIONS, OR INACCURACIES. THE INFORMATION AND RELATED MATERIALS COULD INCLUDE TECHNICAL OR OTHER INACCURACIES OR TYPOGRAPHICAL ERRORS, AND MAY NOT BE AVAILABLE WITHOUT INTERRUPTION.

Training. At Customer's request and in conjunction with the activation of Customer's initial subscription, GEMS or GEMS' representatives will provide application training for 2 individuals in the use of the Information and Related Materials (regardless of the number of items of equipment for which Customer has a subscription). Additional applications training may be purchased separately and charges for such training will be in accordance with GEMS' prevailing rates then in effect for such services.

X. iLinq ADDITIONAL TERMS.

For equipment designated as iLinq-capable in GEMS' Quotation, GEMS will provide Customer with the iLinq on-demand support tool on Customer's iLinq-capable equipment at no additional charge during the applicable warranty period. iLinq requires a modem, broadband or other compatible service telecommunications connection to the equipment. All connection costs, whether phone line, hardware, network or otherwise, are Customer's responsibility. A modem is included with iLinq-capable equipment.

XI. ADVANCED APPLICATIONS SOFTWARE ADDITIONAL TERMS

License. Except to the extent further limited by the license terms, if any, for specific types of Advanced Applications Software, GEMS grants Customer a non-transferable, limited license to:

- (1) Use and permit Customer's service contractors to use the Advanced Applications Software only on the specific Equipment for which GEMS provided Customer the Advanced Applications Software at the identified geographic location or in the specific vehicle identified in the order or the written Quotation, as applicable.
- (2) Make one copy of the Advanced Applications Software in machine-readable form solely for backup purposes. Customer must reproduce on such copy the copyright notice and any other proprietary notices that were on the original copy.
- (3) Use the copy of any documentation or materials provided with the Advanced Applications Software for the sole purpose of using the Advanced Applications Software and Equipment for their intended purpose ("Advanced Applications Documentation").

License Limitations. Except as expressly stated above, Customer is not granted any other rights or licenses in or under the Advanced Applications Software or Advanced Applications Documentation. By way of example, and without limitation, Customer is not granted: any ownership rights in the Advanced Applications Software or the Advanced Applications Documentation or any media on which the Advanced Applications Software is recorded or fixed; any other rights or licenses under any of GEMS' intellectual property (e.g., patents, copyrights, trademarks, trade secrets, etc.); any right to modify, adapt, translate, rent, lease, loan, resell for profit, distribute, network or create derivative works of any portion of the Advanced Applications Software or the Advanced Applications Documentation; any right to de-compile, reverse engineer, disassemble, or otherwise reduce the Advanced Applications Software to a human-perceivable form; any right to electronically transfer any portion of the Advanced Applications Software over a network; any right to sublicense or otherwise transfer the Advanced Applications Software or the Advanced Applications Documentation, or any component thereof, directly to or through any other entity or individual, including without limitation, a purchaser of the specific Equipment for which GEMS provided Customer the Advanced Applications Software ("Transferee"), without GEMS' prior written consent, which consent is within GEMS' sole discretion to grant or withhold, and provided that the Transferee accepts all of the terms, conditions and limitations of the limited license to the Advanced Applications Software and the Advanced Applications Documentation granted hereunder and any other applicable license terms; or any right to retain copies of any versions of the Advanced Applications Software or the Advanced Applications Documentation which are rendered redundant by the Advanced Applications Software Customer receives from GEMS.



STANDARD CONDITIONS OF SALE FOR ACCESSORIES AND SUPPLIES SOLD BY GE ACCESS CENTER

These conditions apply to any sale of accessories and supplies which we make separate from a quotation for equipment.

PRODUCTS COVERED

The term "product" in these standard conditions means accessories and supplies sold by us. Products include (i) Listed Products, which are products listed in our price pages or our Accessories and Supplies catalog and identified by E catalog numbers, and (ii) products sold by us in response to a specific customer request and identified by NW catalog numbers.

PRICES, HANDLING CHARGES AND TAXES

Prices are subject to change without notice. Products will be invoiced at the price in effect on the date we accept your order.

No additional shipping and handling charges will apply to orders with standard ground delivery. If priority transportation is requested, it will be provided at our then current charge for such service.

Any applicable taxes will be added to the prices, unless we receive a tax exemption certificate from you which is acceptable to the taxing authorities.

PAYMENT

Payment in full is due upon receipt of our invoice, including any invoice with respect to partial shipments.

If your financial condition gives us, in our judgment, reasonable grounds for insecurity concerning your ability to perform your obligations under this contract, we may require full or partial payment in advance and suspend any further work until the payment is received. Failure to make such payment within ten days of demand by us will be a repudiation of the contract. In such event, we will be entitled to receive reimbursement for our reasonable and proper cancellation charges. You grant to us a purchase money security interest in the products until we receive full payment.

DELIVERY

Delivery dates are approximate. We are not liable for delays in performance or delivery due to a cause beyond our reasonable control. These causes include, without limitation, any delay of sources to supply materials and equipment, government priorities and labor or transportation problems. If such a delay occurs, we may extend the performance or delivery date for a period of time equal to the delay.

TRANSPORTATION, TITLE AND RISK OF LOSS

C.I.F. our shipping dock pursuant to Section 2-320 of the Uniform Commercial Code. We are responsible for payment of freight and payment or providing for property damage or loss until delivery to you. Title and risk of ownership passes to you at C.I.F. point. Software is licensed to you under these Standard Terms of Quotation, but no title to or other interest in such software passes to you.

MANUFACTURE AND INSTALLATION

Refurbished parts may be used in new products as long as the same warranty applies as for new products.

You will procure at your expense any certificates or other approvals of any governmental authority that are required for the installation of the products.

PRODUCT RETURNS

- Products may be returned for any reason within 45 days of shipment (subject to points c and d below).
- Products that do not meet performance specifications or do not comply with warranties in other respects may be returned within 90 days of shipment or within the manufacturers specified warranty period, whichever is longer. Please refer to the warranty documentation available online at www.gemedicalsystems.com or obtain a copy by calling 800/558-5102.
- Product must be in like new condition and product packaging must be intact.
- Sterile and environmentally controlled product cannot be returned unless the product is defective. Please refer to the product labeling for these classifications before returning any product.

- Return shipments must be postmarked within 15 days of return authorization.
- Returns will be charged a 15% restocking fee. This charge will not apply to product failures covered by warranty.
- Credit for product returns will be issued within 10 days of receiving product and is subject to the terms described in the section above (a, b, c, d).

LIMITED WARRANTIES AND DISCLAIMER

The warranties provided for Listed Products are available upon request. The warranty, if any, for Non-Listed Products is specified by the product manufacturer in a separate warranty form to be furnished to you. Service manuals are provided AS IS. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY.

We are not responsible for (i) your combining the Product with any item of others or with any incompatible items of ours; (ii) your failure to acquire or install upgrades, or take other actions, which we may recommend so that GE Products properly function using dates after December 31, 1999; or (iii) any item of others failing to properly function using dates after December 31, 1999.

DISCLOSURE OF INFORMATION

Any information you transmit to us in connection with the products is not to be regarded as confidential unless we agree in writing.

SOFTWARE

If we provide computer software in connection with the sale of a product, we will arrange for you to be granted a nonexclusive license or sublicense to use the software with the product. By acceptance of the software, you agree to the applicable terms and conditions of the license or sublicense and agree to execute, prior to delivery of the software or upon request, an agreement containing such terms and conditions. A copy of such terms and conditions is available at any time upon request to us.

LIMITATIONS OF REMEDIES AND DAMAGES

THE TOTAL LIABILITY OF US AND OUR REPRESENTATIVES TO YOU AND YOUR EXCLUSIVE REMEDY RELATING TO THE PRODUCTS IS LIMITED TO THE PRICE STATED FOR THE PRODUCT WHICH IS THE BASIS FOR THE CLAIM.

You agree that we and our representatives have no liability to you for (1) any penal, incidental or consequential damages such as lost profit or revenue, (2) any assistance not required as part of this contract, or (3) anything occurring after the warranty period ends.

You will be barred from any remedy unless you give us prompt written notice of the problem complained of.

This is a commercial sales transaction. Any claim related to this contract will be covered solely by commercial legal principles. WE, OUR REPRESENTATIVES AND YOU WILL NOT HAVE ANY NEGLIGENCE OR OTHER TORT LIABILITY TO THE OTHER ARISING FROM THIS CONTRACT. This limitation does not affect claims by third parties for personal injury due to our, our representatives' or your negligence or product liability.

GENERAL MATTERS

These conditions are intended to be the complete and exclusive statement of the terms of the contract between us. Please understand that our acceptance of your order is expressly made conditional on your assent to all of our terms. No prior proposals, statements, course of dealing or usage of the trade will be part of the contract.

Any assignment of the contract will be void without our prior written consent. If any part of the contract is found invalid, the remaining part will be effective. The law of the State of Wisconsin will govern any dispute between us with respect to products we ship within the United States, and the law of the province of Ontario will govern any dispute between us with respect to products we ship within Canada.



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GEMS CONSOLIDATED PRODUCT WARRANTY

Covered Products and Excluded Products

Covered Products

These warranties cover the following equipment and products supplied by GEMS:

- Magnetic Resonance ("MR") Products (new equipment, partial system hardware upgrades).
- Computed Tomography ("CT") Products (new equipment, full system hardware upgrades, partial system hardware upgrades).
- X-ray and Mammography Products (new equipment, partial system hardware upgrades).
- Nuclear Products (new equipment, partial system hardware upgrades).
- Positron Emission Tomography ("PET") Products (new equipment, including scanners, cyclotrons and chemistry labs, and partial system hardware upgrades).
- Ultrasound Products (new equipment).
- Integrated Imaging Solution ("IS") Products (new workstations and new connectivity products).
- Gold Seal Preferred Products (pre-owned GEMS equipment provided with a warranty).
- Invasive Cardiology Products (new equipment).
- Bone Mineral Densitometry ("BMD") Products (new equipment).

Excluded Products

These warranties do not cover the following equipment and products:

- Accessories and Supplies identified by catalog numbers starting with the letter "E" (covered by a separate warranty).
- Products not listed in GEMS' price pages at the time of sale, normally identified by NL or NW series numbers in GEMS' Quotation (provided with the manufacturer's warranties, if any, GEMS is permitted to pass on to Customer; otherwise, provided AS IS).
- GE X-ray Tubes and GE Image Intensifier Tubes (covered by a separate warranty).
- Maxiray X-ray Tubes (covered by a separate warranty).
- GE PowerTech Power Conditioning Products (covered by a separate warranty).
- New or Exchange Parts sold by GEMS Direct Customer Order Service (covered by a separate warranty).
- Partial System Hardware Upgrades identified in GEMS' e-Pricebook as being eligible only for warranty credits for GEMS' service contract customers.
- Certain GEMS' "book system" products, is specified in GEMS' Quotation (covered by a separate warranty).
- Products manufactured and sold by GEMS' affiliates (such as GE OECand GEMS IT), unless otherwise specified in GEMS' Quotation or the sales contracts used by GEMS' affiliates.
- Gold Seal Exchange Products (pre-owned equipment provided AS IS).
- Multi-Vendor Preferred Products (pre-owned non-GE equipment provided with a limited warranty).

Scope and Duration of Warranties

Product Warranties: GEMS warrants to Customer that the Covered Products listed in GEMS' Quotation will (1) be free from defects in material, workmanship, and title, and (2) conform to GEMS' published Covered Product specifications in effect on the date of shipment of the Covered Products. GEMS' published Covered Product specifications are available on request.

Patent and Copyright Warranty: GEMS warrants to Customer that when they are delivered, the Covered Products will not be subject to any valid patent or copyright infringement claim.

Warranty Period: The warranty period for all warranties listed above, except the warranty of title and the Patent and Copyright Warranty, is limited in time as shown in the Warranty Schedule below.

If GEMS does not assemble the Covered Products, the warranty period begins on the date the Covered Products are delivered to Customer. If GEMS assembles the Covered Products, the warranty period begins on the earlier of (1) five days after the date GEMS notifies Customer that GEMS has completed assembly and the Covered Products are operating in accordance with GEMS' published Covered Product specifications, or (2) the date Customer first uses the Covered Products for patient use. If assembly is delayed for thirty days or more after the date of delivery for a reason beyond GEMS' reasonable control, the warranty period will begin on the thirtieth day after the date of delivery.

The warranty period for any Covered Product or part furnished to Customer without a pro rata charge as a warranty remedy will be the remaining portion of the warranty period applicable to the repaired or replaced Covered Product. The warranty period for any replacement Covered Product or part furnished to Customer with a pro rata charge as a warranty remedy will be the full period of the warranty applicable to the replacement Covered Product.

Warranty Exclusions

These warranties are exclusive and in lieu of all other warranties, whether written, oral, expressed, implied or statutory, EXCEPT AS PROVIDED HEREIN, NO EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND DATA ACCURACY, WILL APPLY. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE DESCRIBED IN THIS DOCUMENT AND NO PRIOR STATEMENTS BY ANY OF GEMS' REPRESENTATIVES SHALL MODIFY OR EXPAND THESE WARRANTIES.

The warranties do not cover:

- A. Any defect or deficiency (including failure to conform to GEMS' published Covered Product specifications) or infringement which results, in whole or in part, from:
- (1) any improper storage, handling, use or maintenance of the Covered Products, or any alteration, extraordinary use, repair or service of the Covered Products, by anyone other than GEMS,
 - (2) failure to follow any of GEMS' written instructions or recommendations,
 - (3) using or combining the Covered Products with any item or data except as specified in the Covered Product specifications or using or combining the Covered Products with any item or data that does not properly and unambiguously exchange data with the Covered Products in accordance with the Covered Products' specifications,
 - (4) any of Customer's designs, specifications or instructions,
 - (5) any failure to use the Covered Products in accordance with their specifications, including upper and lower date limits, and
 - (6) any cause external to the Covered Products as furnished by GEMS or beyond GEMS' reasonable control, including, but not limited to, power failure, failure to keep Customer's site clean and free of dust, sand and other particles or debris, and, for MR systems, failure of any water chiller system supplied by Customer;

B. The payment or reimbursement of any facility costs arising from repair or replacement of the Covered Products or parts;

C. Covered Products installed outside the United States and Canada;

D. Expendable supply items;

E. For MR systems, service to any water chiller systems supplied by Customer;

F. For MR systems with LHe/LN or shield cooler configured superconducting magnets (except for MR Systems with LCC magnets), any cryogen supply, cryogenic service or service to the magnet, cryostat, coldhead, shield cooler compressor or superconductive or resistive shim coils unless the need for such supply or service is caused by a defect in material or workmanship covered by these warranties (GEMS' MR Magnet Maintenance and Cryogen Service Agreement is available to provide supplemental coverage during the warranty period); and

G. For Proteus XR/a, Revolution XR/d and Precision 500D x-ray systems, collimator bulbs.

Exclusive Warranty Remedies

Product Warranties: If Customer promptly notifies GEMS of Customer's warranty claim and makes the Covered Product available for service, GEMS will at GEMS' option, either repair, adjust or replace (with new or exchange replacement parts) the non-conforming Covered Product or parts of the Covered Product. Except as noted below for batteries, warranty service will be performed without charge from 8:00 a.m. to 5:00 p.m., Monday-Friday, excluding GEMS' holidays, and outside those hours at GEMS' then prevailing service rates and subject to the availability of personnel. Warranty service for batteries used with X-ray and Mammography systems will be performed without charge during the hours shown above only during the first twelve months of the warranty period.

Patent and Copyright Warranty: GEMS will defend or settle any suit against Customer to the extent it is based on an infringement claim that would be a breach of the Patent and Copyright warranty, provided GEMS receives prompt written notice of the claim, Customer's cooperation in its defense or settlement, and complete and exclusive control over its defense or settlement. If a court of competent jurisdiction renders a final judgment that the infringement claim is valid, GEMS will pay all damages and costs awarded against Customer due to the breach. In addition, GEMS will either obtain a license for Customer to continue using the infringing Covered Product, provide a non-infringing replacement, alter the Covered Product so that it is non-infringing, or remove the infringing Covered Product and refund the price (less reasonable depreciation) and any return transportation costs paid by Customer.

Exclusive Remedies and Sole Liability: The above remedies in this EXCLUSIVE WARRANTY REMEDIES section are Customer's exclusive remedies and constitute GEMS' sole liability for any warranty claims. GEMS AND GEMS' AFFILIATES AND REPRESENTATIVES HAVE NO LIABILITY TO CUSTOMER FOR (1) ANY PENAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SUCH AS EXCESS COSTS INCURRED AND LOST PROFITS OR REVENUE, (2) ANY ASSISTANCE NOT REQUIRED UNDER GEMS' QUOTATION, AND (3) ANYTHING OCCURRING AFTER THE WARRANTY PERIOD ENDS.

LOGIQWorks

For the LOGIQWorks ultrasound product, as part of the product warranty, GEMS will provide the following:

- Repair services will be provided at no charge remotely via Broadband (preferred) or via a phone line/dial-up modem.
- Field support/service is available, for an additional fee.
- Technical support via telephone from 7:00 am to 8:00 pm Central Time, Monday-Friday, excluding GEMS holidays.

Third party software may not be installed on the LOGIQWorks product without GEMS' prior written consent. If such software is installed on the LOGIQWorks product without GEMS' prior written consent, the warranty will be automatically void.

LOGIQBook Standard Warranty

For the LOGIQBook ultrasound product, as part of the system warranty, GEMS will also provide the following:

- Repair services at GEMS service facilities (no field support/service is available).
- Three (3) business day turnaround repair time for systems shipped via overnight delivery (where available), measured from the date of shipment (GEMS is not responsible for delays in overnight shipment).
- Technical support via telephone from 7:00 am to 8:00 pm Central Time, Monday-Friday, excluding GEMS holidays.
- Loaner systems service, for an additional charge.
- Preventative maintenance, for an additional charge.

GEMS is not responsible for any loss of stored data that may occur while the system is being repaired. Further, Customer will be responsible for (1) keeping the original system shipping container for service needs, (2) backing-up data stored on the system, and (3) scheduling or performing system maintenance in accordance with GEMS written instructions.

LOGIQBook Enhanced Warranty

For an additional charge, in addition to the standard warranty, GEMS will also provide the following enhanced warranty features as part of the system warranty:

- Coverage for system damage due to accidental dropping or mishandling, with a maximum of 2 replacement systems during the term of the warranty, at no charge.
- Loaner systems or probe replacement service available for next day delivery (if overnight delivery service is available).

NOTE: This enhanced warranty does not provide coverage for intentional damage to the system or for lost or stolen systems.

Broadband Connectivity

GEMS will provide Customer with expanded warranty protection for eligible GEMS' equipment covered by the Quotation, as identified in the Quotation ("Eligible Equipment"), in consideration of Customer's commitment to provide a broadband network connection to enable GEMS to better provide warranty service for the Eligible Equipment during the warranty period. The following provisions will apply only to Eligible Equipment and only during the warranty period:

Customer's Responsibilities

1. If Customer has not already done so, establishing a broadband network connection at Customer's site that connects to the Eligible Equipment. The broadband connection must be provided via Cisco, Nortel or Checkpoint-compatible VPN, with a minimum of 128k available bandwidth.
2. Providing GEMS with access to the Eligible Equipment through Customer's broadband network connection and maintaining security for Customer's broadband network connection in accordance with appropriate industry best practices (e.g., appropriate internal and external firewalls, etc.).

3. Providing necessary support to maintain the broadband network connection for the Eligible Equipment, including designation of a primary contact person who will respond to GEMS' broadband connection requests and inquiries within 24 hours.

4. Providing GEMS with at least two (2) business days advance notice of any planned changes to Customer's network that may impact the broadband connection for the Eligible Equipment, and providing GEMS with notice of any unplanned changes (e.g., power outages, computer viruses, system crashes) to Customer's network that may impact the broadband connection for the Eligible Equipment within two (2) business days after the occurrence of the unplanned changes, and cooperating with GEMS in maintaining, as reasonable, the broadband connection during all such planned and unplanned changes.

5. Using all reasonable efforts to ensure that Customer's connection to the Internet and LAN systems operate at a maximum of 75% of capacity and have an uptime rate of at least 98%.

GEMS' Responsibilities

If Customer performs the above responsibilities, GEMS will provide Customer, at no additional charge and in addition to the other remedies available under this warranty, an uptime commitment of 97% (95% for all covered nuclear imaging equipment and all covered X-ray equipment except digital mammography digital radiographic and vascular X-ray products), and uptime remedies, as described below:

1. "Uptime Commitment" means GEMS' commitment on Eligible Equipment uptime during the warranty period, as defined in the Uptime Commitment Calculation below.

2. "Uptime Remedy" is, in addition to the other remedies specified in this warranty, Customer's sole and exclusive remedy if GEMS fails to meet any Uptime Commitment over a 26-week measurement period during the warranty period. Should the Eligible Equipment fail to achieve the Uptime Commitment as calculated by the Uptime Commitment Calculation, GEMS will provide an extension of Customer's service agreement with GEMS for the Eligible Equipment (or, if Customer has not entered into a service agreement with GEMS, the warranty period with respect to the Eligible Equipment) at no additional charge, as follows:

% less than Uptime Commitment Extension

0	0 weeks
0.1 - 3.0	1 week
3.1 - 8.0	2 weeks
8.1 - 13.0	4 weeks
more than 13.0	6 weeks

3. "Uptime Commitment Calculation" means the calculation used to determine GEMS' achievement of the Uptime Commitment, as follows:

The basis for each measurement period is GEMS' standard warranty service coverage hours of a hours per day, b days per week for 26 weeks, less c hours spent on PMs (planned maintenance) during that interval:

Hours1 = a hours per day X b days per week X 26 weeks.

Hours2 = Hours1 - c hours for planned maintenance

Required in-service hours at Customer's % guarantee:

Hours3 = Hours2 X Customer's %.

4. The Eligible Equipment will be considered inoperable and out of service under the Uptime Commitment if, due to GEMS' design, manufacturing, material, or service or maintenance performance failure, the Eligible Equipment is unavailable for scanning patients and diagnosing images on the Equipment display console or operator's console. Peripheral equipment such as remote consoles, magnetic tape drives, hard copy devices, and multi-format and laser cameras are excluded from the terms of the Uptime Commitment. Repair and adjustments required for anything other than Eligible Equipment failure, and damage or inoperability due to any cause other than GEMS' design, manufacturing, material, or service or maintenance performance failure, will be

excluded from the Uptime Commitment Calculation, including without limitation damage through misuse, operator error, inadequate environmental or air conditioning protection, power failure, Customer's failure to fulfill Customers' responsibilities, any event or cause excluded under the Quotation, and acts of God. PM time will not be included in the calculation of downtime. If GEMS' responding representative agrees the Eligible Equipment is inoperable due to GEMS' design, manufacturing, material, or service or maintenance performance failure, the Eligible Equipment will be considered out of service from the time the request for service was received at GEMS' designated facility until the Eligible Equipment is once again turned over to Customer for operation. Should Customer fail to give GEMS immediate and unencumbered access to the Eligible Equipment or continue to obtain scans after notifying GEMS of any Eligible Equipment failure, the Eligible Equipment will be considered to be in service.

Warranty Schedule

12 months

- MR systems and components
- CT systems, components, detectors and full system hardware upgrades
- X-ray and mammography systems, components and full system hardware upgrades
- Nuclear systems and components
- PET systems (scanners, cyclotrons and chemistry labs) and components
- Ultrasound systems, components, modules, upgrades, probes and transducers (except for Ultrasound products listed below)
- IIS workstation and connectivity products (except for IIS products listed below)
- Gold Seal Preferred products (unless otherwise specified in Quotation)
- Invasive Cardiology Products
- BMD products

6 months

- MR partial system hardware upgrades (except for partial system hardware upgrades identified in GEMS' e-Pricebook as being eligible only for warranty credits for GEMS' service contract customers)
- CT partial system hardware upgrades (except for partial system hardware upgrades identified in GEMS' e-Pricebook as being eligible only for warranty credits for GEMS' service contract customers)
- X-ray partial system hardware upgrades; high voltage rectifiers and TV camera pick-up tubes
- PET partial system hardware upgrades (scanners, cyclotrons and chemistry labs)
- Nuclear partial system hardware upgrades

60 months, prorated

- Nickel cadmium or lead acid batteries for X-ray and mammography systems (prorated as shown below)

3 months

- HealthNet Lan, Advantage Review — Remote Products (IIS products)
- T3 exchange ultrasound probes and transducers, ultrasound water path attachment kit (Ultrasound products)

Batteries

For X-ray and mammography systems, if nickel cadmium or lead acid batteries need replacement during their applicable warranty period, Customer will pay the price of the replacement battery in effect on its delivery date less a Pro Rata Credit Allowance. The Pro Rata Credit Allowance for batteries that fail less than 12 months after the warranty begins is 100%. The Pro Rata Credit Allowance for batteries that fail more than 12 months after the warranty begins is:

$$1 - \# \text{ of Mos. After Warranty Commencement} \times 100\% \\ 60$$

For the purpose of Pro Rata Credit Allowance, a fraction of a month less than 15 days will be disregarded, and a fraction of a month equal to or greater than 15 days will be regarded as a full month.



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Warranties

Listed GE Medical Systems Accessories and Supplies

Definitions

"Listed Products" or "Products" are accessories and supplies identified by catalog numbers which start with the letter "E" (for example, E1234AB) which are listed in our GE Medical Systems catalog or our price pages.

"Service Codes" are the descriptions on the back of this page which identify the installation, warranty, applications and post-warranty service, if any, provided for each Product.

Scope of Warranties

Product Warranties: We warrant to you that Listed Products will (1) be free from defects in material and workmanship and (2) conform to the Product descriptions and specifications contained in our Accessories and Supplies catalog or price pages which are in effect on the date the Products are shipped to you. If our GE Medical Systems catalog or price pages do not contain descriptions or specifications for a Product, the manufacturer's applicable descriptions and specifications which are in effect on the date the Product is shipped to you will apply.

Title, Patent and Copyright Warranty: We warrant to you that when they are delivered, the Listed Products will be free from defects in title and will not be subject to any valid patent or copyright infringement claim.

Duration of Warranties

The warranty period for all warranties, except the warranty of title and the Patent and Copyright Warranty, is limited in time as shown below:

Data Storage Media E8001G25 Years

All Listed Products with Service Codes A, B, C, E or L12 Months

All Listed Products with Service Code H6 Months

All Listed Products with Service Code K3 Months

The warranty period begins on the date the Products are delivered to you. But, if we or our subcontractor installs the Products, the warranty period begins on the earlier of (1)

five days after the date we or our subcontractor notifies you that installation has been completed and the Products are operating in accordance with the applicable Product descriptions or specifications, or (2) the date you first use the Products. If such installation is delayed for thirty days or more from the date of delivery for a reason beyond our reasonable control, the warranty period will begin on the thirtieth day after the date of delivery.

Warranty Exclusions

These warranties are exclusive and in lieu of all other warranties, representations or conditions, whether written, oral, expressed, implied, or statutory. **NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLIES.**

The warranties do not cover:

- A. Any defect or deficiency (including failure to conform to Product descriptions or specifications) which results, in whole or in part, from (1) any alteration, improper storage, handling, use or maintenance, or any extraordinary use of the Products, by anyone other than us, (2) failure to strictly comply with any written recommendations, instructions, or warnings provided by us or the manufacturer, (3) using or combining the Products with any item or data except as specified in the Product specifications or using or combining the Products with any item or data that does not properly and unambiguously exchange data with the Products in accordance with the Products' specifications, (4) any of your designs, specifications or instructions, (5) any failure to use the Products in accordance with their specifications, including upper and lower date limits, (6) any failure of the Products other than the GE Products to use or process correctly dates, or (7) any cause external to the Products as furnished by us or beyond our reasonable control;
- B. Products which are not listed in our Accessories catalog or price pages at the time of sale (normally identified by

NW series numbers). (Non-listed products are provided with the warranties, if any provided by the manufacturer or its dealers which we are permitted to pass on to you. Otherwise, non-listed products are provided AS IS.);

- C. Use of any Product on or in connection with a machine for which it was not designed, and any defect or deficiency (including failure to conform to Product descriptions or specifications) which results, in whole or in part, from machine defects;
- D. The payment or reimbursement of any facility costs arising from repair or replacement of the Products or parts; and
- E. Products installed outside the United States and Canada.

Exclusive Warranty Remedies

Product Warranties: If you promptly notify us of your warranty claim and make the Product available for service, we will provide the warranty service indicated in the applicable Service Code description.

Title, Patent and Copyright Warranty: We will defend or settle any suit against you to the extent it is based on an infringement claim which would be a breach of the Title, Patent and Copyright warranty. If the infringement claim is valid, we will pay all damages and costs awarded against you due to the breach. In addition, we will (at our option) obtain a license for you to continue using the infringing Product, provide a non-infringing replacement, alter the Product so that it is non-infringing, or remove the infringing Product and refund that price (less reasonable depreciation) and any return transportation costs paid by you.

The statements above and the warranty service identified in the applicable Service Code description are your exclusive remedies and our sole liability for any warranty claims. You agree that we and our representatives have no liability to you for (1) any penal, incidental or consequential damages such as lost profit or revenue, (2) any assistance we are not obligated by contract to provide, or (3) anything occurring after the warranty period ends.

Service Information

SERVICE CODES

- The GE Medical Systems CD catalog includes Service Codes for each product. These Service Codes provide a reference to the Service Code Descriptions on this page that explain the typical level of Service for each product.
- Each product's Service Code is printed on the same line as the product catalog number and is designated by a letter of the alphabet enclosed in a box.
- To receive a copy of The Accessories and Supplies CD Catalog, please call our GE Response Center (in the U.S. call 1-800-558-5102; in Canada call 1-800-668-0732).

THE FOLLOWING APPLIES TO ALL SERVICE CODES

- The length of the product warranty is as follows:

Service Code	Term
A, B, C, E, L	12 Months
H	6 Months
K	3 Months

The terms and conditions of our Warranties for Listed Accessories and Supplies Products apply to all warranty claims.
- Basic Service Premise for all listed products — GE Field Engineers will take the first call for service and either provide direct support (Service Codes A, B, and H) or arrange for support from the manufacturer or its dealers (Service Codes C and E).
- If the Service Code calls for product return for repair (Code E) or in-warranty exchange (Code H, K, L), you must return the product as we direct. We will pay the shipping expense for all in-warranty returns and exchanges, and you will be responsible for shipping charges for out-of-warranty returns and exchanges.
- We provide warranty service from 8:00 AM to 5:00 PM local time Monday–Friday EXCLUDING OUR HOLIDAYS. If a Service Code provides for warranty service to be performed on your site, such service is available outside the above hours at our prevailing service rates and subject to the availability of personnel.
- All requests for service on listed products should be directed through GE CARES (from the U.S. call 1-800-437-1171; from Canada call 1-800-668-0732).
- For additional product or Service information or assistance, call your Customer Service Rep (in the U.S. call 1-800-558-5102; in Canada call 1-800-668-0732).

SERVICE CODE DESCRIPTIONS

- A GE directly, or through a sub-contractor, provides the following:**
- Installation.
 - Parts.
 - On-site warranty service to repair, adjust or replace (at our option and using new or exchange replacement parts) non-conforming products or parts.
 - Applications training in some cases (with additional charge).
 - Post-warranty service, at prevailing hourly billed service (HBS) rates and, in some cases, under GE service contracts.
- B GE directly provides the following through our GE Medical Systems Global Parts Operation (GPO):**
- New or exchange replacement parts at no charge to correct non-conforming products or parts during the warranty period; and
 - New or exchange replacement parts at our normal prices for post-warranty repairs.
- Note:** Installation, applications training and on-site service is the buyer's responsibility. However, GE Field Engineers may be available at prevailing hourly billed service rates: Contact GE CARES for availability.
- C GE will arrange for Product Manufacturer or its dealers to provide the following:**
- Installation (in some cases with an additional charge).
 - Parts.
 - On-site warranty service to repair, adjust, or replace (at the manufacturer's or dealer's option and using new or exchange replacement parts) non-conforming products or parts.
 - Applications training in some cases (some with additional charge).
 - Post-warranty service at prevailing service rates.
- E GE directly (or through a sub-contractor) provides:**
- Installation (in some cases with an additional charge).
 - Basic functional troubleshooting (no technical labor) with supplier phone support.
 - Coordination of unit exchange or loaner program for in-factory service.
- GE arranges for the Product Manufacturer or its dealers to provide in-factory service:**
- At no charge during the warranty period.
 - At manufacturers or dealer's prevailing service rates outside of the warranty period.
- Products must be returned to the manufacturer or dealer, at GE's expense during warranty and your expense after warranty, for repair.
- H GE directly provides the following:**
- Exchange of non-conforming products which you return to us during the warranty period.
- Note:** Installation, parts, applications training, and on-site service is the buyer's responsibility.
- K GE directly provides the following:**
- Exchange of non-conforming products which you return to us during the warranty period.
- Note:** Installation, parts, applications training, and on-site service is the buyer's responsibility.
- L GE directly provides the following:**
- Exchange of non-conforming products which you return to us during the warranty period.
- Note:** Installation, parts, applications training, and on-site service is the buyer's responsibility.
- FOR ADDITIONAL PRODUCT OR SERVICE INFORMATION OR ASSISTANCE,** please contact your Customer Service Rep (in the U.S. call 1-800-558-5102; in Canada call 1-800-668-0732).