



North Carolina Department of Health and Human Services  
Division of Health Service Regulation

Pat McCrory  
Governor

Aldona Z. Wos, M.D.  
Ambassador (Ret.)  
Secretary DHHS

Drexdal Pratt  
Division Director

April 3, 2014

Tiffany Brooks  
3480 Preston Ridge Road, Suite 600  
Alpharetta, Georgia 30005

**Exempt from Review - Replacement Equipment**

Facility: Piedmont Imaging, Inc.  
Project Description: Replace existing MRI scanner at Winston-Salem Healthcare then relocate replacement MRI scanner to Piedmont Imaging, Inc.  
County: Forsyth  
FID #: 955506

Dear Ms. Brooks:

In response to your letter of March 19, 2014, the above referenced proposal is exempt from certificate of need review in accordance with N.C.G.S 131E-184(a)(7). Therefore, you may proceed to acquire the GE 3.0T HDXT 23.0 MRI scanner without a certificate of need, to replace the existing Siemens 1.5T Magnetom Espree, serial number 400-352275, MRI scanner and relocate the replacement GE MRI scanner to Piedmont Imaging, Inc. This determination is based on your representations that the existing unit will be removed from North Carolina and will not be used again in the State without first obtaining a certificate of need. Further please be advised that as soon as the replacement equipment is acquired, you must provide the CON Section and the Medical Facilities Planning Branch with the serial number of the new equipment to update the inventory, if not already provided.

Moreover, you need to contact the Construction Section to determine if they have any requirements for development of the proposed project.

It should be noted that this Agency's position is based solely on the facts represented by you and that any change in facts as represented would require further consideration by this Agency and a separate determination. If you have any questions concerning this matter, please feel free to contact this office.

Sincerely,

*Kim Randolph*  
Kim Randolph  
Project Analyst

*Martha J. Frisone*  
Martha J. Frisone, Interim Chief  
Certificate of Need Section

cc: Medical Facilities Planning Branch, DHSR



**Certificate of Need Section**

www.ncdhhs.gov

Telephone: 919-855-3873 • Fax: 919-733-8139

Location: Edgerton Building • 809 Ruggles Drive • Raleigh, NC 27603

Mailing Address: 2704 Mail Service Center • Raleigh, NC 27699-2704

An Equal Opportunity/ Affirmative Action Employer



Kim

March 19, 2014



**VIA HAND DELIVERY**

Martha J. Frisone, Chief  
North Carolina Department of Health and Human Services  
Division of Health Service Regulation  
Certificate of Need Section  
809 Ruggles Drive  
Raleigh, North Carolina 27603

Re: Notice of Replacement Equipment and Relocation for Health Service Area II,  
Forsyth County/Winston-Salem Healthcare and Piedmont Imaging in Winston-  
Salem, North Carolina

Dear Martha:

On behalf of Novant Health and in accordance with N.C. Gen. Stat. § 131E-184(a)(7), I am writing to notify the Department of Novant Health's intention to (1) replace an existing MRI scanner currently located at Winston-Salem Healthcare, and (2) relocate the replacement MRI scanner to Piedmont Imaging for a total of three fixed MRI scanners at that site. The two facilities are less than 2.5 miles apart and the relocation of the replacement MRI scanner will remain within the Forsyth County MRI service area.

Winston-Salem Healthcare (WSHC) owns a Siemens Magnetom Espree 1.5T MRI scanner ("Espree") that was acquired in 2010<sup>1</sup>. See Exhibit B, attached replacement equipment comparison form. This MRI scanner is the subject of this replacement request. Novant Health intends to replace the existing Espree with a General Electric HDXT 3.0T MRI scanner ("G.E. HDXT"). Novant Health plans to install the replacement scanner at Piedmont Imaging in Winston-Salem. After the replacement is complete, Piedmont Imaging will have a total of three fixed MRI scanners and there will be no fixed MRI scanners at WSHC. There will be no change in the overall inventory of fixed MRI scanners in Forsyth County. Novant believes relocating the proposed replacement MRI scanner from WSHC to Piedmont Imaging will result in its optimal utilization at Piedmont Imaging.

The estimated construction costs, including architect's fees and project contingency, for the proposed replacement equipment total \$447,000. The purchase price of the G.E. HDXT is \$1,043,250, which includes sales tax. Novant Health will also acquire an injector for contrast studies for \$28,000. The total equipment cost including tax is \$1,071,250. The total capital expenditure for the proposed replacement equipment project is \$1,518,250.

<sup>1</sup> Novant Health was granted a declaratory ruling request on March 16, 2010 to replace an existing MRI scanner at Salem MRI Center and relocate the replacement scanner to Winston-Salem Healthcare Center. See Exhibit A.

This proposal meets the definition of "replacement equipment" as set forth in N.C. Gen. Stat. § 131E-176(22a) because:

1. The cost of the equipment and the cost of all activities essential to acquiring and making operational the replacement equipment are less than \$2 million; and
2. The sole purpose of this proposal is to replace comparable medical equipment currently in use, which will be sold or otherwise disposed of when replaced.

Further, this proposal meets the requirements of 10A NCAC 14C .0303(d) because:

- The Siemens Espree has the same technology as the G.E. HDXT although it may possess expanded capabilities due to technological improvements;
- The Siemens Espree is functionally similar and is used for the same diagnostic or treatment purposes as the G.E. HDXT and is not used to provide a new health service; and
- The acquisition of the G.E. HDXT will not result in more than a 10% increase in patient charges or per procedure operating expenses within the first twelve months after the replacement equipment is acquired.

None of the exclusions in 10A NCAC 14C .0303(e) applies here.

Based on the foregoing, Novant Health respectfully requests that the CON Section confirm, in writing that the above referenced proposal is exempt from CON review pursuant to N.C. Gen. Stat. § 131E-184(a)(7).

Thank you for your time and attention.

Sincerely,



Tiffany Brooks  
Manager, Certificate of Need

Enclosures

cc: Denise Gunter  
Per Normark

Exhibit A – March 16, 2010 Declaratory Ruling for  
Novant Health



North Carolina Department of Health and Human Services  
Division of Health Service Regulation  
Office of the Director

2701 Mail Service Center • Raleigh, North Carolina 27699-2701

<http://www.ncdhhs.gov/dhsr>

Beverly Eaves Perdue, Governor  
Lanier M. Cansler, Secretary

Jeff Horton, Director  
Phone: 919-855-3750  
Fax: 919-733-2757

March 16, 2010

**CERTIFIED MAIL**

Denise M. Gunter, Esquire  
Nelson Mullins Riley & Scarborough, LLP  
380 Knollwood Street, Suite 530  
Winston-Salem, NC 27103

RE: Declaratory Ruling for Excel Imaging, LLC d/b/a Forsyth Medical Center Imaging-  
Salem and Novant Health, Inc.

Dear Ms. Gunter:

I am enclosing a Declaratory Ruling that you requested. If questions arise, do not hesitate to let me know.

Sincerely,



Jeff Horton

JH:JG:peb

Enclosure

cc: Jesse Goodman, Chief Operating Officer, DHSR  
Craig Smith, Chief, Certificate of Need Section  
Steven Lewis, Acting Chief, Construction Section  
Medical Facilities Planning Section  
Marc Lodge, Special Deputy Attorney General, DOJ



**NORTH CAROLINA DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF HEALTH SERVICE REGULATION  
RALEIGH, NORTH CAROLINA**

**IN RE: REQUEST FOR DECLARATORY )  
RULING BY EXCEL IMAGING, LLC d/b/a )  
FORSYTH MEDICAL CENTER )       DECLARATORY RULING  
IMAGING-SALEM AND NOVANT )  
HEALTH, INC. )**

I, Jeff Horton, as Acting Director of the Division of Health Service Regulation, North Carolina Department of Health and Human Services ("Department" or "Agency"), do hereby issue this Declaratory Ruling pursuant to North Carolina General Statute § 150B-4 and 10A NCAC 14A .0103 under the authority granted me by the Secretary of the Department of Health and Human Services.

Excel Imaging, LLC d/b/a Forsyth Medical Center Imaging-Salem and Novant Health, Inc. (collectively, "Petitioners") has requested a declaratory ruling allowing them to replace a .7T Hitachi Open MRI scanner now located at Salem MRI Center, 1701 Hawthorne Road, Winston-Salem, North Carolina 27103 and relocate it to Winston-Salem Health Care, 250 Charlois Boulevard, Winston-Salem, North Carolina 27103. N.C. Gen. Stat. § 131E-184(a)(7). This ruling will be binding upon the Department and the entity requesting it, as long as the material facts stated herein are accurate. This ruling pertains only to the matters referenced herein. Except as provided by N.C.G.S. § 150B-4, the Department expressly reserves the right to make a prospective change in the interpretation of the statutes and regulations at issue in this Declaratory Ruling. Denise M. Gunter of Nelson Mullins Riley & Scarborough, LLP has requested this ruling on behalf of the Petitioners and has provided the material facts upon which this ruling is based.

## STATEMENT OF THE FACTS

In March 1992, Carolina Medicorp, Inc. ("CMI"), the predecessor organization to Novant Health, Inc. ("Novant"), purchased Southeastern Medical Imaging ("SEMI"). SEMI was later renamed Salem MRI Center ("Salem"). At the time of the acquisition, SEMI owned a .3T Philips magnet. CMI subsequently built an addition to the Salem Building and installed a 1.0T Siemens magnet. The 1.0T Siemens magnet became operational in October 1992. The Siemens magnet became operational in 1992 before MRI services were specifically regulated under the CON Law beginning March 18, 1993. In February 1993, the .3T Philips magnet was replaced with a 1.5T Siemens magnet.

On April 8, 2002, Novant filed a replacement equipment exemption with the CON Section in which Novant proposed to replace the 1.0T Siemens with a .7T Hitachi Open MRI scanner ("Existing Scanner"). The CON Section approved the exemption request on June 11, 2002. Since the Existing Scanner was acquired via an exemption pursuant to N.C. Gen. Stat. § 131E-184(a)(7), there is no CON for the Existing Scanner.

Novant now proposes to replace the Existing Scanner with a Siemens 1.5T Espree Open Bore MRI Scanner ("Replacement Scanner") and relocate the Replacement Scanner to Winston-Salem Health Care ("WSHC"), located at 250 Charlois Boulevard, Winston-Salem, North Carolina 27103.

The total capital cost for the Replacement Scanner, including acquisition of the MRI scanner and contrast injector, shipping, installation, shielding, architectural fees and construction and contingency amount, is \$1,833,762.

## ANALYSIS

If Petitioners were offering or developing a new institutional health service, they would be required to obtain a CON. N.C. Gen. Stat. § 131E-178(a). On the facts of this case, the replacement and relocation of the Existing Scanner does not constitute a new institutional health service, because N.C. Gen. Stat. § 131E-184(a)(7) provides that if the Agency receives prior written notice, it shall exempt from CON review the acquisition of replacement equipment. "Replacement equipment" is defined in N.C. Gen. Stat. § 131E-176(22) as:

...equipment that costs less than two million dollars (\$2,000,000) and is purchased for the sole purpose of replacing comparable medical equipment currently in use which will be sold or otherwise disposed of when replaced. In determining whether the replacement costs less than two million dollars (\$2,000,000), the costs of the equipment, studies, surveys, designs, plans, working drawings, specifications, construction, installation and other activities essential to acquiring and making operational the replacement equipment shall be included. The capital expenditure for the equipment shall be deemed the fair market value of the equipment or the cost of the equipment, whichever is greater.

With a total cost of \$1,839,612, the proposed replacement equipment is well within the \$2,000,000 limit contained in the statute. Once the Replacement Scanner is in place, Novant will dispose of the Existing Scanner by taking it out of North Carolina. The Existing Scanner will not be brought back into North Carolina without CON approval.

The proposed replacement equipment also meets the requirements of 10A NCAC 14C.0303(d), because: (1) the equipment has the same technology currently in use, although it may possess expanded capabilities due to technological improvements; (2) it is functionally similar to the existing equipment and is used for the same treatment and diagnostic purposes as the equipment currently in use, and will not be used to provide a new institutional health service; and (3) it will not result in more than a 10% increase in patient charges or per procedure operating expenses within the first twelve months after the replacement equipment is acquired.




With respect to the location change, the WSHC location is approximately 1.12 miles and 3 minutes from Salem MRI. Having the Replacement Scanner installed at WSHC will allow Novant to offer 5-day a week MRI service at WSHC, which is not possible with the current mobile unit, which is being moved between multiple locations.

Excel Imaging, LLC owns both WSHC and Salem MRI. Both WSHC and Salem MRI are located in the same zip code. Salem MRI and WSHC are existing diagnostic centers. Therefore, locating the proposed replacement MRI scanner at WSHC does not result in the development of a new diagnostic center, which is a new institutional health service that would require a certificate of need.

#### CONCLUSION

For the foregoing reasons, assuming the statements of fact in the request to be true, I conclude that the Petitioners may replace a .7T Hitachi Open MRI scanner now located at Salem MRI Center, 1701 Hawthorne Road, Winston-Salem, North Carolina 27103 and relocate it to Winston-Salem Health Care, 250 Charlois Boulevard, Winston-Salem, North Carolina 27103, pursuant to N.C. Gen Stat. § 131E-184(a)(7).

This the 16<sup>th</sup> day of March, 2010.

  
\_\_\_\_\_  
Jeff Horton, Director  
Division of Health Service Regulation  
N.C. Department of Health and Human Services

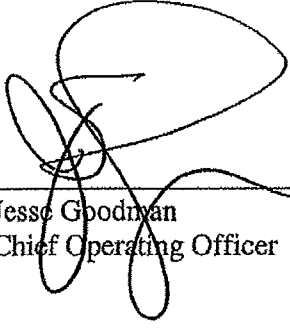
**CERTIFICATE OF SERVICE**

I certify that a copy of the foregoing Declaratory Ruling has been served upon the nonagency party by certified mail, return receipt requested, by depositing the copy in an official depository of the United States Postal Service in a first-class, postage pre-paid envelope addressed as follows:

**CERTIFIED MAIL**

Denise M. Gunter  
Nelson Mullins Riley & Scarborough, LLP  
380 Knollwood Street, Suite 530  
Winston-Salem, NC 27103

This the 16<sup>th</sup> day of March, 2010.



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Jesse Goodman  
Chief Operating Officer

## Exhibit B – Equipment Comparison Form

**EQUIPMENT COMPARISON – MR REPLACEMENT**

	EXISTING EQUIPMENT	REPLACEMENT EQUIPMENT
Type of Equipment (List Each Component)	MRI Scanner	MRI Scanner
Manufacturer of Equipment	Siemens	GE
Tesla Rating for MRIs	1.5T	3.0T
Model Number	Magnetom Espree	HDXT 23.0
Serial Number	400-352275	N/A
Provider's Method of Identifying Equipment	Serial Number	N/A
Specify if Mobile or Fixed	Fixed	Fixed
Mobile Trailer Serial Number/VIN #	N/A	N/A
Mobile Tractor Serial Number/VIN #	N/A	N/A
Date of Acquisition of Each Component	2010	2014
Does Provider Hold Title to Equipment or Have a Capital Lease?	Title	N/A
Specify if Equipment Was/Is New or Used When Acquired	New	New
Total Capital Cost of Project (Including Construction, etc.) <Use Attached Form>	\$1,833,762	\$1,518,250
Total Cost of Equipment	\$1,356,240	\$1,043,250
Fair Market Value of Equipment	\$600,000	Same
Net Purchase Price of Equipment	Same	Same
Locations Where Operated	250 Charlois Blvd – Winston Salem, NC	185 Kimel Park Drive – Winston Salem, NC
Number Days In Use/To Be Used in N.C. Per Year	255	255
Percent of Change in Patient Charges (by Procedure)	NA	NA
Percent of Change in Per Procedure Operating Expenses (by Procedure)	NA	NA
Type of Procedures Currently Performed on Existing Equipment	General Outpatient MR Scans of the Body/ Extremities	General Outpatient MR Scans of the Body/ Extremities + MRA Carotid, Renal, Faster Acquisition Times
Type of Procedures New Equipment is Capable of Performing	General Outpatient MR Scans of the Body/ Extremities	General Outpatient MR Scans of the Body/ Extremities + MRA Carotid, Renal, Faster Acquisition Times

## Exhibit C – Capital Cost Form

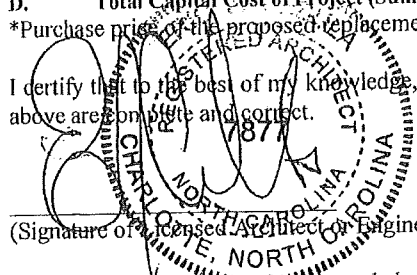
**PROJECT CAPITAL COST**

**Project Name: PIEDMONT IMAGING 3T**  
**Proponent: PIEDMONT IMAGING**

<b>A. Site Costs</b>			
(1)	Full purchase price of land	\$ _____	
	# Acres _____ Price per Acre \$ _____		
(2)	Closing costs	\$ _____	
(3)	Site Inspection and Survey	\$ _____	
(4)	Legal fees and subsoil investigation	\$ _____	
(5)	Site Preparation Costs [Include]		
	Soil Borings		
	Clearing and Grading		
	Roads and Parking		
	Sidewalks		
	Water and Sewer		
	Excavation and Backfill		
	Termite Treatment		
	<b>Sub-Total Site Preparation Costs</b>	\$ <u>N/A</u>	
(6)	Other (Specify)	\$ _____	\$ _____
(7)	<b>Sub-Total Site Costs</b>		\$ _____
<b>B. Construction Contract</b>			
(8)	Cost of Materials [Include]		
	General Requirements		
	Concrete/Masonry		
	Woods/Doors & Windows/Finishes		
	Thermal & Moisture Protection		
	Equipment/Specialty Items		
	Mechanical/Electrical		
	<b>Sub-Total Cost of Materials</b>	\$ <u>325,000</u>	
(9)	Cost of Labor	\$ _____	
(10)	Other (RF SHIELD)	\$ <u>55,000</u>	
(11)	<b>Sub-Total Construction Contract</b>		\$ <u>380,000</u>
<b>C. Miscellaneous Project Costs</b>			
(12)	Building Purchase	\$ _____	
(13)	Fixed Equipment Purchase/Lease	\$ <u>1,043,250*</u>	
(14)	Movable Equipment (Injector)	\$ <u>28,000</u>	
(15)	Furniture	\$ _____	
(16)	Landscaping	\$ _____	
(17)	Consultant Fees		
	Architect/Engineering Fees	\$ <u>29,000</u>	
	Legal Fees	\$ _____	
	Market Analysis	\$ _____	
	Other	\$ _____	
	<b>Total Consultant Fees</b>	\$ _____	
(18)	Financing Costs		
	(e.g. Bond, Loan, etc.)	\$ <u>Not Applicable</u>	
(19)	Interest During Construction	\$ <u>Not Applicable</u>	
(20)	Other (Contingency)	\$ <u>38,000</u>	
(21)	<b>Sub-Total Miscellaneous</b>		\$ <u>1,138,250</u>
D.	<b>Total Capital Cost of Project (Sum A-C above)</b>		\$ <u>1,518,250</u>

\*Purchase price of the proposed replacement scanner including NC sales tax.

I certify that to the best of my knowledge, the above construction related costs of the proposed project named above are on site and correct.



(Signature of Licensed Architect or Engineer)

I assure that, to the best of my knowledge, the above capital costs for the proposed project are complete and correct and that it is my intent to carry out the proposed project as described.

[Signature]  
 (Proponent - signature of officer)

Attorney-in-Fact / G.C. Midower  
 (Title of officer)

## Exhibit D- Equipment Quote

Quotation Number: PR12-C19601 V 1

MedQuest Associates Inc  
3480 Preston Ridge Rd Ste 600  
Alpharetta GA 30005-5462

Attn: Chris Murphy  
3480 Preston Ridge Rd Ste 600  
Alpharetta GA 30005

Date: 03-11-2014

This Agreement (as defined below) is by and between the Customer and the GE Healthcare business ("GE Healthcare"), each as identified herein. GE Healthcare agrees to provide and Customer agrees to pay for the Products listed in this GE Healthcare Quotation ("Quotation"). "Agreement" is defined as this Quotation and the terms and conditions set forth in either (i) the Governing Agreement identified below or (ii) if no Governing Agreement is identified, the following documents:

- 1) This Quotation that identifies the Product offerings purchased or licensed by Customer;
- 2) The following documents, as applicable, if attached to this Quotation: (i) GE Healthcare Warranty(ies); (ii) GE Healthcare Additional Terms and Conditions; (iii) GE Healthcare Product Terms and Conditions; and (iv) GE Healthcare General Terms and Conditions.

In the event of conflict among the foregoing items, the order of precedence is as listed above.

This Quotation is subject to withdrawal by GE Healthcare at any time before acceptance. Customer accepts by signing and returning this Quotation or by otherwise providing evidence of acceptance satisfactory to GE Healthcare. Upon acceptance, this Quotation and the related terms and conditions listed above (or the Governing Agreement, if any) shall constitute the complete and final agreement of the parties relating to the Products identified in this Quotation. The parties agree that they have not relied on any oral or written terms, conditions, representations or warranties outside those expressly stated or incorporated by reference in this Agreement in making their decisions to enter into this Agreement. No agreement or understanding, oral or written, in any way purporting to modify this Agreement, whether contained in Customer's purchase order or shipping release forms, or elsewhere, shall be binding unless hereafter agreed to in writing by authorized representatives of both parties. Each party objects to any terms inconsistent with this Agreement proposed by either party unless agreed to in writing and signed by authorized representatives of both parties, and neither the subsequent lack of objection to any such terms, nor the delivery of the Products, shall constitute an agreement by either party to any such terms.

By signing below, each party certifies that it has not made any handwritten modifications. Manual changes or mark-ups on this Agreement (except signatures in the signature blocks and an indication in the form of payment section below) will be void.

- Terms of Delivery: FOB Destination
- Quotation Expiration Date: 06-05-2014
- Billing Terms: 80% on Delivery/ 20% on Acceptance or First Patient Use
- Payment Terms: NET 30
- Governing Agreement: Novation

Each party has caused this agreement to be signed by an authorized representative on the date set forth below. Please submit purchase orders to GE Healthcare

Please submit Purchase Orders to: General Electric Company, GE Healthcare, 3000 N. Grandview Blvd., Mail Code WT-897, Waukesha, WI 53188

GE HEALTHCARE

Floyd Ramsey  
03-11-2014  
Product Sales Specialist  
US  
Phone: +1 919 621 1657  
Fax: 919-869-1618  
Floyd.Ramsey@med.ge.com

CUSTOMER

Authorized Customer \_\_\_\_\_ Date \_\_\_\_\_  
Print Name and Title \_\_\_\_\_  
PO # \_\_\_\_\_  
Desired Equipment First Use Date \_\_\_\_\_

GE Healthcare will use reasonable efforts to meet Customer's desired equipment first use date. The actual delivery date will be mutually agreed upon by the parties.

INDICATE FORM OF PAYMENT:  
(If there is potential to finance with a lease transaction, GE HFS or otherwise, select lease.)  
\_\_\_ Cash \* \_\_\_ Lease \_\_\_ HFS Loan  
If financing please provide name of finance company below\*:  
\_\_\_\_\_  
\*Selecting Cash or not identifying GE HFS as the finance company declines option for GE HFS financing.





Quotation Number: PR12-C19601 V 1



Quotation Number: PR12-C19601 V 1

Item No.	Qty	Catalog No.	Description
	<b>1</b>		GoldSeal 3T HDxt 16CH <b>GoldSeal Signa HDxT 3.0T</b>
1	1	S7505GW	GoldSeal Signa HDxt 3.0T 16-Channel Fixed Site MR System GoldSeal Signa HDxt 3.0T 16-Channel Fixed Site MR System  The Signa HDxt 3.0T scanner is a premium platform delivering performance and image quality. GE applications enhance imaging speed, resolution, and contrast in neurovascula cardiovascular, abdominal, orthopedic and spectroscopic imaging. Utilizing TwinSpeed dual-gradient design, and driven by high-fidelity gradient drivers, th system offers full 45-cm field-of-view imaging. It incorporates GE's HDxt technology to enable t fast pulse-sequence performance. And its 16-chan architecture is equipped with a blade Volume Reconstruction Engine (VRE) to provide real-time image reconstruction capability, enhanced parallel imaging reconstruction, and rapid 3D volume reconstruction. This configuration also includes a quadrature transmit/receive RF head coil.  The Signa 3.0T superconducting magnet provides a short and compact design, excellent homogeneity, and a 60-cm bore to help improve patient comfort.  By using two sets of actively shielded gradient coils integrated into a single subsystem, the innovative TwinSpeed Gradient Module addresses typical tradeoffs. Its Zoom mode offers outstanding performance for small-field imaging, with amplitudes up to 50 mT/m and a slew rate of 150 mT/m/ms. The Whole-Body mode, designed for larger FOVs, offers amplitudes of up to 23 mT/m and a slew rate of 80 mT/m/ms. The result is the high-performance speed and resolution demanded for high-definition MR.  The HDxt 3.0T system comes standard with PERFORM: GE's approach removes the burden of Specific Absorption Rate (SAR) management at 3.0T. PERFORM combines an extremely efficient body coil design with continuous closed loop processing feedback and a variety of preparation pulses and scanning approaches to help make your 3.0T scanning experience efficient and clinically relevant.  Patient Transport: The patient table and transport includes a detachable table with automated vertical and longitudinal power drives for easy patient positioning and maximum patient safety. The table can be easily docked and undocked by a single operator. The table includes a self-storing, non-ferrous IV pole, table pad and positioning safety rails and security straps.  This configuration is designed for installation a fixed site and includes a complete fixed site hardware kit, but does not include chillers or a main disconnect panel (which is optional). Rigging for system installation is the responsibility of the customer.



Quotation Number: PR12-C19601 V 1

Item No.	Qty	Catalog No.	Description
			<p>Operator Console and User Interface. The operator console consists of the Linux computer, LCD monitor, and scan control keyboard. The computer components are housed in a single tower configuration, and the flat panel display monitor provides high, resolution and contrast ratio. The English scan control keyboard is ergonomically designed and contains an intercom speaker, microphone, volume controls and emergency stop switch.</p> <p>The HDxt User Interface leverages the Linux computer platform to enhance productivity through single-screen prescription for most protocols and includes Secure Coil Connect, that reduces coil connection errors, ProtoCopy, that facilitates the development and rapid transfer of scan protocols, and Vector Gating for highly reliable ECG triggering</p> <p>HDxt ScanTools: The HDxt ScanTools Package delivers a wide range of pulse sequences and analysis software for whole-body imaging on the HDxt technology platform. The core HDxt ScanTools package includes the spin echo, fast spin echo, gradient echo, fast gradient echo, time-of-flight, phase contrast and echo planar pulse sequence suites along with FuncTool, ClariView, Multi-planar Volume Reformat and Interactive Vascular Imaging analysis packages. GE's SAR approaches, such as VERSE and MART are also included. Additionally, this special offering of HDxt ScanTools includes specialized applications: iDrivePro Plus, EchoPlus, GEM, ASSET, BRAVO, 2D MERGE, SmartPrep, SmartStep, FTMRA, 2D FIESTA, 3D FIESTA, FIESTA-C, 3D FAT SAT FIESTA, Double-Triple IR-FSE, ConnectPro, and LAVA body imaging. Expanded descriptions follow:</p> <p>ScanTools Core Features: The core pulse sequence suites in HDxt ScanTools provide sequences with broad clinical applications value as well as sequences optimized for specific clinical applications. The post-processing and analysis packages complement the pulse sequence families with tools that enable the optimization of image quality or quantitative analysis.</p> <p>SpinEcho and Fast Spin Echo are fundamental pulse sequence suites that enable the generation T1W, T2W and PDW contrast images. Fast Spin Echo uses an echo-train to collect multiple lines of data per repetition in order to reduce scan time as compared to standard SE, and as a result has expanded capability: T1W, T2W and PDW contrast images can be generated along with specialized T1W FLAIR and T2W FLAIR contrast. The FSE suite encompasses multiple techniques that enable optimized 2D and 3D imaging as well as single-shot and multi-shot imaging with increased slice coverage and minimal edge blurring. Fast Recovery techniques enable rapid T2W image, and inversion recovery techniques enable fluid suppressed T1 FLAIR, and T2 FLAIR imaging with enhanced gray and white matter contrast.</p> <p>Gradient Echo and Fast Gradient Echo use short TR, short TE, variable flip angles and</p>



Quotation Number: PR12-C19601 V 1

Item No.	Qty	Catalog No.	Description
			<p>gradient refocusing to reduce scan time. Fast Gradient echo techniques further speed imaging with fractional RF and fractional readout. T1W, T2*W and PDW contrast images can be rapidly generated in 2D and 3D modes. The GRE suite encompasses multiple techniques that enable the optimization of contrast. Spoiler pulses enable optimized T1W imaging and Steady-State-Free-Precession enables fluid sensitive, heavy T2*W imaging. Dual echo enables fat/water in-phase and out-of-phase imaging in a single acquisition, and SPECIAL enables fat suppression for 3D T1W imaging.</p> <p>Time-of-Flight is a gradient echo based suite of sequences optimized to exploit flow-related enhancement. The TOF suite uses short TR, short TE, variable flip angles and gradient refocusing to both reduce scan time and capture signal from flowing blood. Fast TOF techniques further speed imaging with fractional RF and fractional readout. TOF techniques enable optimized 2D and 3D imaging, 2D gated imaging, as well as Spoiler pulses for arterial flow enhancement.</p> <p>Phase contrast is a gradient echo based suite of sequences optimized to exploit flow-related enhancement and extract velocity and directional flow information. The PC suite uses short TR, short TE, variable flip angles and gradient refocusing to both reduce scan time and capture signal from flowing blood or CSF as well as Velocity Encoding pulses to encode flow direction and speed. PC techniques enable optimized 2D, 3D and Fastcine imaging.</p> <p>Echo planar collects multiple segments of image data from a spin echo or gradient echo sequence and enables ultra-fast imaging. The EPI suite encompasses multiple techniques that enable optimized 2D and 3D imaging as well as single-shot and multi-shot imaging. Inversion recovery techniques enable fluid suppressed T2 FLAIR imaging.</p> <p>FuncTool enables advanced post-processing for a broad range of MR applications. The suite of algorithms includes ADC and eADC mapping for diffusion imaging, and correlation coefficients for functional brain imaging. In addition, for contrast enhanced imaging the suite provides negative and positive enhancement integrals, signal enhancement ratio, maximum slope increase, maximum difference function and difference function. If PROBE and/or PROSE Spectroscopy are purchased, the FuncTool CSI options activate. If Diffusion Tensor Imaging is purchased, the FuncTool DTI options activate.</p> <p>Clariview is a post-processing tool that uses an adaptive filter algorithm to reduce noise and sharpen edges in MR images. The filter tool enables the user to select different levels of noise reduction and edge sharpening to enhance image display.</p> <p>Multi-planar Volume Reformat is a post-processing tool that enables the manipulation</p>



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			<p>of 3D volumetric MR data sets. The reformat tool enables the user to prescribe alternative viewing planes and volume thickness than the original scan plane and thickness. MPVR may enable the ability to reduce the number of total scans.</p> <p>Interactive Vascular Imaging is a post-processing tool that enables the removal of the background from MRA images. The IVI tool is embedded in MPVR and enables the user to generate maximum or minimum intensity projections in multiple viewing planes to enhance viewing of MRA images.</p> <p>VERSE and MART are innovative ways to reduce SAR with the FSE, FRFSE and SSFSE pulse sequence families. Through RF management VERSE and MART provide up to a 60% reduction in SAR when compared with conventional approaches</p> <p>ScanTools Enhanced Features: The HDxt ScanTools package also provides optimized applications that further enhance clinical utility or make specific applications easier to perform. iDrivePro and iDrivePro Plus provides real-time interactive MR imaging that makes it easier to optimize and streamline scan prescription. The iDrive tool uses the 2D FGRE/FSPGR sequence and allows the user to change-on-the-fly geometric and image contrast scan parameters. Results can be evaluated immediately and bookmarked or saved. Scan locations can also be easily exported to pre-programmed protocols.</p> <p>Echoplus expands the Echo Planar suite enabling diffusion-weighted imaging for the detection of acute and hyper-acute stroke. EchoPlus uses motion sensing gradient pulses in three directions to generate isotropic diffusion-weighted images in conjunction with T2 FLAIR images. B-value selection ranges from 0 to 10,000 s/mm<sup>2</sup> providing the flexibility to balance diffusion sensitivity and background suppression. In addition, the DWI-EPI suite encompasses multiple techniques that enable single-shot and multi-shot imaging as well as multi-NEX capability and ASSET compatibility. Echoplus images can be post-processing in FuncTool.</p> <p>GEM (Generalized Encoding Matrix) Reconstruction: This 2D-acceleration technique allows acceleration in both phase-encoding and slice-select directions. The results include increased temporal resolution and improved spatial resolution and coverage for a given scan time.</p> <p>ASSET (Array Spatial Sensitivity Encoding Technique) is a parallel imaging technique that uses the geometry of multi-element coils to accelerate data collection and reduce RF deposition. As a result, the user may choose to reduce scan time, increase in-plane resolution, or increase slice coverage. ASSET is an option employed in conjunction with compatible pulse sequences that span a broad range of applications: 2D FGRE, eFGRE3D, 3D TOF-SPGR, 3D TOF-GRE, 2D-FSE-XL, 2D FRFSE, 2D-FSE-IR, SSFSE, 2D T1 FLAIR, 3D FLAIR and DW-EPI and Diffusion Tensor. ASSET benefits body</p>



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			<p>imaging by reducing breath-hold time, vascular imaging by enhancing spatial and temporal resolution and diffusion imaging by reducing echo-train length and susceptibility artifact.</p> <p>BRAVO (BRAIn VOLUME) Imaging: This IR-prepared 3D Gradient Echo imaging technique affords isotropic, whole-brain coverage with 1x1x1mm resolution. Coupled with parallel imaging, this sequence produces excellent gray-white matter contrast in just 2 to 3 minutes.</p> <p>2D MERGE (Multi-Echo Recombined Gradient Echo): MERGE is a 2D imaging technique designed to image the C-spine. By acquiring and summing multiple gradient-echoes at various echo-times, MERGE improves gray-white matter contrast within the cord and provides excellent visualization of the neuroforaminal canals.</p> <p>SmartPrep enables both automated bolus detection and automated bolus chasing for time-course vascular imaging. SmartPrep uses a special tracking pulse sequence positioned over a blood vessel volume by the user to monitor MR signal intensity changes. Data acquisition is automatically triggered when the threshold signal intensity is reached. SmartStep adds automated table stepping for multi-station time-course vascular exams. SmartStep integrates scout series, graphic prescription, PreScan ahead, automated bolus detection, table motion and coil switching. The SmartPrep suite is compatible with elliptic-centric encoding and ZIP reconstruction for optimum image quality</p> <p>FTMRA (Fluoro-Trigger MRA) enables real-time monitoring and manual triggering for vascular time-course imaging. FTMRA allows the user to view real time images of the area of interest and then manually trigger data acquisition at the optimum time. The switch over takes less than one second. FTMRA reduces the need to position a tracking pulse in areas that may prove challenging and puts the user in complete control of exam triggering.</p> <p>3D FIESTA and FIESTA-C (Fast Imaging Employing Steady-state Acquisition) combines 3D volumetric data acquisition with fluid sensitive steady-state imaging. Tissues with a high ratio of T2/T1 such as CSF and blood have high signal intensity, and the 3D volumetric acquisition enables high resolution imaging of small structures such as the internal auditory canal, middle ear or joints. FIESTA-C adds phase cycling to the excitation pulse in order to minimize the build-up of artifacts in the residual transverse magnetization. Double-Triple IR-FSE adds inversion recovery pulse and chemical fat saturation capability to the Fast Spin Echo sequence for black-blood and morphological cardiac imaging. The inversion pulse is optimized to suppress blood flow artifact and can be used alone or in conjunction with chemical fat saturation. The addition of a chemical fat saturation pulse reduces competing signal from fatty tissues surrounding the heart and coronary arteries.</p>



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			<p>2D FIESTA (Fast Imaging Employing Steady-state Acquisition) is a gradient echo technique that capitalizes on the residual transverse magnetization created by short TR to create images in which tissues with a high ratio of T2/T1 such as CSF and blood have high signal intensity. The result is fluid sensitive imaging, and this property yields high contrast between the blood and myocardium for cardiac imaging.</p> <p>3D Fat Sat FIESTA (Fast Imaging Employing Steady-state Acquisition) combines 3D volumetric data acquisition with fluid sensitive steady-state imaging and fat saturation for coronary artery imaging. The 3D volumetric acquisition enables high resolution imaging of small structures such as the coronary arteries in a short breath-hold time. The addition of a chemical fat saturation pulse reduces competing signal from fatty tissues surrounding the coronary arteries.</p> <p>ConnectPro is designed to significantly improve productivity, reduce manual transcript errors, and synchronize scan options. ConnectPro enables the 3.0 DICOM worklist server class for the MR system. ConnectPro makes it possible to query a DICOM compatible HIS/RIS by name, modality, or schedule date and download patient demographics directly to scanner. The ConnectPro package also includes Performed Procedure Step, which automatically notifies the HIS/RIS and PACS systems of procedure status. Separate gateway hardware may be required to connect non-DICOM compatible HIS/RIS systems.</p> <p>LAVA (Liver Acquisition with Volume Acceleration) is a 3D spoiled gradient echo technique designed specifically to image the liver with definition, coverage and speed. LAVA also uses an optimized inversion pulse and a view ordering technique that yields enhanced image contrast and robust, uniform fat suppression. As a result, LAVA enables high quality liver imaging in short breath hold.</p> <p>Included is a single channel transmit receive head coil.</p> <p>Since Gold Seal Pre-owned Equipment may be offered simultaneously to several customers, its' sale to you is subject to availability and subject to prior sale at the time you offer to purchase it.</p>
2	1	L3335CL	<p>GoldSeal Signa 3.0T 16-Channel Fixed Magnet</p> <p>GoldSeal Signa 3.0T 16-Channel Fixed Magnet</p> <p>The 3.0T Signa superconducting magnet provides a short and compact design, excellent homogeneity, and a 60-cm bore to maximize patient comfort.</p> <p>By using two sets of actively shielded gradient coils integrated into a single subsystem, the innovative TwinSpeed Gradient Module addresses typical tradeoffs. Its Zoom mode offers outstanding performance for small-field imaging, with amplitudes</p>



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			<p>up to 50 T/m and a slew rate of 150 mT/m/ms. The Whole-Body mode, designed for larger FOVs, offers amplitudes of up to 23 mT/m and a slew rate of 80 mT/m/ms. The result is the high-performance speed and resolution demanded for high-definition MR.</p> <p>Price Includes:</p> <ul style="list-style-type: none"> <li>• Delivery</li> </ul> <p>Price does not include:</p> <ul style="list-style-type: none"> <li>• Rigging</li> <li>• Cold Head Chiller.</li> <li>• Main Disconnect Panel</li> </ul> <p>Warranty Includes Magnet Coverage and Cryogens</p>
3	1	M1060MA	<p>Vibroacoustic Damping Kit</p> <p>Vibroacoustic Dampening Kit</p> <p>Material in the Vibroacoustic Dampening Kit can significantly attenuate the transmission of gradient-generated acoustic noise through the building structure to nearby areas, including adjacent rooms and floors above or below the MR suite. If this kit is applied during the installation of a new magnet, no additional service charges are necessary. However, installation of the Vibroacoustic Dampening kit under an existing magnet requires special steps. The steps to prepare the site and steps to install, such as modifications to the RF screen room, and other magnet rigging, modifications to the RF screen room, and other finishing work, are not covered in the pricing.</p>
4	1	M3335NY	<p>Signa 3.0T Phased Array 16-Channel Cables (Config A)</p> <p>Signa 3.0T Phased Array 16-Channel Cables (Config A)</p> <p>This is a required collection of high performance phased array cables engineered specifically for the Fixed Site 3.0T system.</p>
5	1	M3340DA	<p>HDxt Language Collector in English</p> <p>Language Collector in English</p> <p>This collector contains a keyboard kit and a warning sign kit in English.</p>
6	1	S7502Y	<p>10 kW Chiller Package - Quantity 2</p> <p>10 kW Chiller Package - Quantity 2</p> <p>Cooling of both the coldhead and the gradients requires two separate chillers. The air-cooled chiller consists of a refrigeration unit, coolant reservoir and pump</p>





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			contained within an enclosure that allows the unit to be operated indoors or outdoors. There is a remote panel that can stop or restart the chiller as well as display water temperatures. This remote panel can be placed in the equipment room to provide complete and convenient control over a chiller installed outdoors. Operates at either 50Hz or 60Hz.
7	1	M3088TM	Main Disconnect Panel Main Disconnect Panel Electrical storms and power losses are no problem when this disconnect panel is in place. It safeguards your MR system's critical electrical components, by providing complete power distribution and emergency-off control.
8	1	M3335CA	Calibration Kit Phantom Holder Cart Calibration Kit Phantom Holder Cart
9	1	M3335CC	3.0T Calibration Phantom Kit 3.0T Calibration Phantom Kit This 3.0T calibration kit contains a large volume shim phantom, a daily quality assurance phantom, an echo-planar calibration phantom, and associated loader shells.
10	1	M1000MW	Operator's Console Table Operator's Console Table Wide table designed specifically for the color LCD monitor and keyboard.
11	1	M3340AA	Cube with T2, T2 FLAIR, and PD Cube with T2, T2 FLAIR, and PD Cube is a 3D isotropic imaging technique with sub-millimeter spatial resolution and excellent contrast to help visualize even diminutive lesions. Cube can replace several slice-by slice, plane-after-plane 2D FSE acquisitions with one single 3D scan. You can easily reformat sub-millimeter isotropic volume data into any plane, without gaps and with the same resolution as the original plane. Cube is enabled for T2, T2 FLAIR or PD contrasts. Our new self-calibrating parallel imaging engine ARC helps eliminate artifacts while accelerating image acquisition.
12	1	M3340AC	IDEAL IDEAL



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Item No.	Qty	Catalog No.	Description
13	1	M3340AG	<p>IDEAL provides consistent, robust fat and water separation every time, also in difficult to scan anatomies and presence of high magnetic susceptibility effect. Four different contrasts: water-only, fat-only, in-phase, out-of-phase, are generated from a single acquisition, to help facilitate more confident diagnoses and reduce repeat exams. IDEAL acquires multiple echoes at different TE times to generate phase shifts between water and fat, allowing for more accurate pixel-by-pixel water and fat separation, while retaining maximum SNR. IDEAL can be utilized with FSE-based contrasts such as T1, T2, PD.</p>
			<p>SWAN - T2 Star-Weighted Angiography SWAN T2 Star-Weighted ANgiography</p> <p>SWAN (also known as SWAN 2.0 for DV platforms) is a high-resolution 3D multi-echo gradient echo sequence that produces weighted averaging across images with different TEs to achieve higher susceptibility weighting. It provides minimum intensity projections over neighboring slices, enhancing contrast for certain tissues containing iron, venous blood, and other substances with susceptibilities that are different than the background tissues. SWAN 2.0 (DV platforms only), outputs an unwrapped phase image leading to increased delineation between calcium products and paramagnetic products (such as blood or iron) to further increase the clinical value of susceptibility imaging. Due to the nature of the weighted averaging of the multi-echo sequence, the SNR of SWAN is higher than that of a single-echo acquisition. SWAN 2.0 helps visualize and delineate small vessels, as well as large vascular structures and iron or calcium deposits in the brain.</p>
14	1	M3033NH	<p>PROPELLER HD PROPELLER HD</p> <p>PROPELLER (Periodically Rotated Overlapping Parallel Lines with Enhanced Reconstruction) is a revolutionary data collection technique used in conjunction with the Fast Spin Echo pulse sequence. The name reflects the unique pattern that acquires radial blades of image data rotated in sequence until data acquisition is complete. The redundant data creates images with unusually high contrast-to-noise ratio as well as makes the sequence insensitive to motion artifacts on T2 and T2 FLAIR sequences and insensitive to susceptibility artifacts on DWI sequences. The result is high quality T2 and T2 FLAIR images of the brain even when the patient fails to remain still, and high quality DWI images in the presence of dental work or surgical hardware. As a result, PROPELLER enables reliable, high quality brain imaging.</p>
15	1	M3335KW	<p>3D COSMIC COSMIC (Coherent Oscillatory State acquisition for Manipulation if Image Contrast)</p>



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			COSMIC is a 3D imaging technique specifically tailored to C-spine studies. Its unique fluid-weighted contrast yields improved visualization of the cervical nerve roots and intervertebral disks.
16	1	M3335HC	<p>3.0T 16-Channel Head/Neck/Spine Array-GE Coils (for new systems)</p> <p>3.0T 16-Channel Head/Neck/Spine Array-GE Coils</p> <p>The Head/Neck/Spine (HNS) array delivers convenience without compromise. Compatible with new 16- or 32-Channel HDxt systems, this 29-element coil serves as a high-resolution brain coil, high-density neuro-vascular array, and a multi-element spine coil in one convenient package. Designed to accommodate multi-dimensional parallel imaging in any scan plane, this coil yields both unprecedented imaging speed and superior image quality, thanks in large part to a unique element arrangement that focuses the signal over the anatomy of interest.</p>
17	1	M3335LN	<p>3.0T 8-Channel Torso Array - GE Coils</p> <p>3.0T 8-Channel Torso Array - GE Coils</p> <p>The 8-channel Torso Array coil generates outstanding, high-resolution images of the thorax, abdomen, MRCP, and pelvis, including the prostate. ASSET-optimized, it offers extended coverage in each direction - 35 cm S/I, 34 cm R/L, and 30 cm A/P.</p>
18	1	M3335LR	<p>3.0T 3-Channel Shoulder Array - GE Coils</p> <p>3.0T Shoulder Array - GE Coils</p> <p>The 3-Ch Shoulder Array takes orthopedic scanning to new performance levels. Designed to fit a large range of patients and optimized for off-center FOV imaging, this shoulder coil delivers homogenous and exquisite image quality.</p>
19	1	M3335LB	<p>3.0T 8-Channel Knee Array</p> <p>3.0T 8-Channel Knee Array - Invivo</p> <p>The Knee Array is designed for high-definition MR knee imaging on 3.0T HD, HDxt and MR750 systems. This 8-element transmit/receive coil employs unique hybrid technology, using separate coils for transmit and receive functions. Designed uniquely for GE, it delivers more SNR than the standard extremity coil. And it's compatible with PURE for uniform signal intensity and ASSET for accelerated imaging speed.</p>
20	1	M3335LP	<p>3.0T Quad Extremity Coil - Invivo</p> <p>3.0T Quad Extremity Coil - Invivo</p> <p>The Quad Extremity Coil has a transmit/receive design that provides optimal results in</p>



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Item No.	Qty	Catalog No.	Description
21	1	M1385AF	<p>studies of the knee, ankle and foot. Its unique anterior extension increases the imaging volume for thorough evaluations in dorsi-flexed foot and ankle studies, covering FOVs up to 30 cm for the foot and ankle, and up to 20 cm for the knee.</p> <p>3.0T General Purpose Flex Coil</p> <p>3.0T General Purpose Flex Coil for EXCITE, HD and HDxt 3T94 systems, and New HDxt G3 and MR750 systems.</p> <p>This extraordinarily versatile coil delivers uniform signal intensity over a wide range of studies, including hip, shoulder, brachial plexus, large-knee, ankle, thigh, elbow and soft-tissue neck. It's also excellent for dynamic joint imaging. With its "optimal imaging volume" design, it streamlines imaging of even highly irregular areas of interest.</p>
22	1	E9200AF	<p>MR Basic Positioning Pads, 1 Chair, Narrow and Wide Straps</p> <p>MR Accessories Kit</p> <p>The Accessories Kit combines a physician's chair, a complete set of positioning pads, and a set of Velcro security straps.</p> <p>The Physician's Chair has padded arms for comfort and comes in a charcoal gray color that blends with any environment.</p> <p>The MR Accessories Kit contains a complete set of coated positioning pads in a lightweight tote case that can be a permanent fixture in an MR suite or can be easily carried from room to room. The following pads are included: 1 knee rest, 1 knee coil insert, 1 extremity rest, segment table pads, 4 body wedges, 4 rectangle stack pads, and 2 rectangle elbow pads.</p> <p>The Velcro Security Straps include one 14 inch wide set and one 6 inch wide set.</p>
23	1	E9200AG	<p>MR Premium Tempurpedic Positioning Pads, 1 Chair, Narrow and Wide Straps</p> <p>MR Premium Tempurpedic Positioning Pads, 1 chair, Narrow and Wide Straps</p>
24	1	E8823M	<p>Magnacoustics Genesis Ultra Music System for MR</p> <p>Magnacoustics Genesis ULTRA Communication &amp; Music System</p> <p>The Magnacoustics Genesis ULTRA is the only MRI Communication &amp; Music System to interface directly with GE's MRI hardware and software. This allows software driven Auto Voice Commands from GE's computer to be delivered directly into the patient's ears for breath-hold sequences. This same interface allows the Technologist to talk directly to the patient through the console Mic even while the scan is in progress. The Genesis ULTRA also features an exclusive Patient Ready Signal. By simply depressing a small button on the handheld control an audible and visual signal is transmitted to</p>



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			<p>the Technologist indicating the patient's readiness for the scan to begin. This simple step streamlines the breath-hold exam which amounts to approximately 30% of all exams. Patient Handheld Volume and Media Selection Controls with Voice Feedback interface with an FM/AM stereo, CD player, and iPod interface. This distracts even the most apprehensive of your patients by allowing them to be in control of their own environment. Additionally, the Auto Gain feature automatically raises and lowers the volume level for the patient based on the Sound Pressure Level of the MRI. Magnacoustics also provides the only patented 8-driver transducer that provides the highest sound directly to the patients ears with the MagnaLink Headset System. This patented system includes a stethoscope-style headset with the MagnaPlug (replaceable earplug) that provides 29dB of attenuation and complies with GE Healthcare MR Safety Guide Operator Manual.</p> <p>The Genesis ULTRA's See-In-the-Dark GUI Electroluminescent Backlit Technologist Control Unit enhances operation in the normally low-lit MRI environment allowing the Technologist to operate the entire system with the touch of a button.</p> <p>The Genesis ULTRA includes an integral interface for fMRI with built-in input for audio stimulation and output for responses...E</p>
25	1	E8823JB	<p>MR Dielectric Pad Set - Includes 1 Neck Pad and 1 Abdomen Pad</p> <p>MR Dielectric Pad Set-Includes 1 Neck Pad and 1 Abdomen Pad</p> <p>These soft and flexible dielectric pads are used to suppress shading artifacts that can sometimes be encountered at higher 3.0T field strengths, and especially when imaging in the cervical spine and abdomen and pelvis. Covered with a patient friendly outer cover, the neck pad is placed inside the coil, and under the patient's neck, while the abdomen pad is placed over the patient's abdomen or pelvis and under the front portion of the torso array coil.</p>
26	1	W0102MR	<p>8 Day MR TiP Onsite Signa HDxt Family Training</p> <p>8 Day MR TiP Onsite Signa HDxt Family Training</p> <p>This program instructs MR technologists in the start-up and advanced operation of a Signa HDx MR system. This training is designed for a core group of 4 technologists dedicated to the entire program. Key Radiologists will assist protocol development, direct patient scanning and review images. The patient schedule should be modified to allow contact hours listed in the curriculum description.</p> <p>The 8 day program is delivered in 2 visits, four consecutive days each. Includes T&amp;L expenses</p> <p>This training program must be scheduled and completed within 12 months after the</p>



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date of product delivery.

**Quote Summary:**

**Total Quote Net Selling Price** **\$974,999.99**

(Quoted prices do not reflect state and local taxes if applicable. Total Net Selling Price Includes Trade In allowance, if applicable. )



03-11-2014

Attn: Chris Murphy  
MedQuest Associates Inc  
3480 Preston Ridge Rd Ste 600  
Alpharetta GA 30005-5462

Chris Murphy,

For a copy of the GPO contract or summary, please go to your GPO Membership login page [suppliers.novationco.com](http://suppliers.novationco.com). If a copy of the contract is not available on your membership page, please contact your GPO client manager.

Offer subject to the Terms and Conditions of the applicable Group Purchasing Agreements currently in effect between GE Healthcare and Novation include XR11013 (CT), XR11031 (PET-CT), XR11041 (Nuc Med), XR0053 (MR), XR11023 (CV), XR11051 (R and F), XR0014-2011 (Gen Rad, DR, Mammo), CE0044 (Monitoring), CE01111 (Microenvironments), CE01121 (Phototherapy), CE01171 (Ambulatory DCAR), CE01181 (Diag. Cardiology), CE01210 (Invasive Cardiology Monitoring), CE91091 (Anesthesia Delivery), MS92071 (Cuffs), XR0022 (Ultrasound), PP-IM-091 (Bone Densitometry).

Sincerely,

Floyd Ramsey  
Product Sales Specialist  
+1 919 621 1657  
[Floyd.Ramsey@med.ge.com](mailto:Floyd.Ramsey@med.ge.com)  
Quotation Number: PR12-C19601 V 1





## GE Healthcare

### NOTICE REGARDING NUCLEAR MEDICINE PRODUCTS

This notice applies to the following GE Healthcare Nuclear Medicine products only: Discovery NM 670 and Discovery NM 630 (the "Products").

GE Healthcare has reclassified several advanced software tools and associated documentation to a GE Healthcare Technical Service Technology package that we feel will bring greater value and interest to our customers. GE Healthcare will continue to provide trained customer employees with access to the GE Healthcare Technical Service Technology package under a separate agreement.

GE Healthcare will continue to provide customers and their third party service providers with access to software tools and associated documentation in order to perform basic service on the Products upon a request for registration for such access. This will allow GE Healthcare to react faster to the future service needs of GE Healthcare customers.

If you have any questions, you can contact your sales Service Specialist.





## GE Healthcare

For Third Party Products and Services Only: If GE Healthcare has agreed to provide any third party products and/or services (other than GE Healthcare accessories and supplies) to Customer as part of the Quotation, including but not limited to any Commitment Account/Non-Inventory items, (i) GE Healthcare is acquiring such products and/or services on Customer's behalf and not as a supplier of such products and/or services; (ii) GE Healthcare makes no warranties of any kind, express or implied, with respect to such products and/or services (warranties, if any, on such products and/or services will be provided by the manufacturer or service provider, as applicable); (iii) Customer is solely responsible for ensuring that the acquisition and use of such products and/or services is in compliance with applicable laws and regulations, including applicable FDA regulations; and (iv) Customer is solely responsible for any and all claims resulting from or related to the acquisition or use of such products and/or services.

For Mobile Systems Only: For products that are approved by GE Healthcare for use as transportable, relocatable and mobile systems, GE Healthcare will deliver the system to Customer's van manufacturer and furnish final assembly services to place the system in Customer's van. At the time of order, Customer must notify GE Healthcare of the van manufacturer to which the system is to be shipped. It is Customer's responsibility to make arrangements with the van manufacturer for delivery of the van and to comply with any additional planning requirements of the van manufacturer. For MR systems, GE Healthcare's product tests will be performed when assembly in the van is completed and MR system operation will be re-checked when the van is delivered to Customer.

For MR Products Only:

a. MR Systems. Customer will provide a site and surroundings suitable for installation and operation of an MR system producing strong magnetic and electric fields, and Customer will be required to provide a water chiller meeting GE Healthcare specifications.

b. Magnetic Resonance Imaging (MR) Site. Customer will provide a site and surroundings suitable for installation and operation of an MR system producing strong magnetic and electric fields, and Customer will be required to provide a water chiller meeting GE Healthcare specifications. Customer acknowledges that the magnetic fields of MR systems attract ferro-magnetic 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 such systems. In addition, the magnetic and radio frequency fields of such systems may adversely affect the operation of pacemakers, equipment containing magnetic reed switches, and aneurysm or surgical clips.

c. Magnet Maintenance and Cryogenes. The price of MR systems includes all cryogenes necessary for final assembly and testing of the MR system. Cryogen loss attributable to power loss or water chiller failure for the MR system's shield cooler or condenser system during installation is Customer's responsibility, and Customer will be billed for cryogen replacement plus the associated cryogen transfill labor at GE Healthcare's then applicable rates. After final assembly, Customer will be responsible to supply and install all cryogenes, unless cryogen loss is caused by a defect in material or workmanship within the scope of GE Healthcare's applicable MR system warranty. Following final assembly, provided cryogen boil-off rates have not been adversely affected by actions of Customer, its representatives or contractors, or any third party not authorized by GE Healthcare, GE Healthcare will provide a super-conductive magnet which, at the expiration of the warranty period, has cryogen boil-off rates not exceeding those stated in GE Healthcare's applicable magnet specifications. GE Healthcare has no responsibility to Customer for cryogen boil-off rates subsequent to expiration or termination of the applicable MR system warranty, unless Customer elects to receive magnet maintenance and cryogen service under a separate agreement with GE Healthcare.

For PET and PET/Cyclotron Systems Only: For PET Cyclotron/Chemistry systems, any target or gas processing system purchased with the system must be installed with the original system prior to system checkout. Installation after this time will require a separate quotation by GE Healthcare and is billable to Customer at GE Healthcare's then-current rates. Further, any system storage fees associated with this order are solely the responsibility of Customer. PET Cyclotron/Chemistry systems are sold for

use in generating radiotracers for diagnostic imaging applications only. GE Healthcare does not sell or intend such systems or any part(s) thereof for use in radiation therapy.

For PET/CT and PET Radiopharmacy Sites Only: Customer will provide a site and surroundings suitable for installation and operation of such a systems using and/or producing radiation. Further, Customer will be responsible for obtaining all required federal, state, and local licenses and permits for radioactive sealed sources and radioisotopes used with such system. If permitted under applicable licensing requirements, GE Healthcare representatives 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 such system. Customer acknowledges that such systems utilize radioactive materials. As with all systems utilizing radioactive materials, hazards exist creating possible physical danger to persons in the vicinity.

For iCenter and iLinq Only: GE Healthcare will provide iCenter and/or iLinq information management Services at no additional charge during the term of the applicable product warranty, subject to then-applicable terms and conditions for such services.

For Healthcare IT Products Only:

a. Payment. Unless specified separately in the Quotation, fees for non-GE Healthcare software and hardware shall be due one hundred percent (100%) on delivery of the applicable software or hardware.

b. Audit Rights. Upon forty-five (45) days notice GE Healthcare may audit Customer's use of the software. Customer agrees to cooperate with GE Healthcare's audit and to provide reasonable assistance and access to information. If the audit uncovers underpaid or unpaid fees owe to GE Healthcare, Customer agrees to pay those fees and GE Healthcare's costs incurred in conducting the audit within thirty (30) days of written notification of the amounts owed. If Customer does not pay the amounts owed, GE Healthcare may terminate Customer's license to use the applicable software. Customer agrees to permit GE Healthcare to obtain certain reasonable information regarding the users and other use information regarding the software. All of such information shall be treated as confidential information, shall be used solely for the purposes of technical support and auditing the use of the software, and shall not be disclosed to any third party (other than third-party vendors of software licensed to Customer under this Agreement) without Customer's consent.



# GE Healthcare General Terms and Conditions

## GE Healthcare

References herein to "Products" and "Services" mean the Products (including equipment and software) and Services identified on the applicable GE Healthcare Quotation ("Quotation").

### 1. General Terms

1.1. Confidentiality. Each party will treat the terms of this Agreement and the other party's written, proprietary business information as confidential if marked as confidential or proprietary. Customer will treat GE Healthcare (and GE Healthcare's third party vendors') software and technical information as confidential information whether or not marked as confidential and shall not use or disclose to any third parties any such confidential information except as specifically permitted in this Agreement or as required by law (with reasonable prior notice to GE Healthcare). The receiving party shall have no obligations with respect to any information which (i) is or becomes within the public domain through no act of the receiving party in breach of this Agreement, (ii) was in the possession of the receiving party prior to its disclosure or transfer and the receiving party can so prove, (iii) is independently developed by the receiving party and the receiving party can so prove, or (iv) is received from another source without any restriction on use or disclosure.

1.2. Governing Law. The law of the state where the Product is installed or the Service is provided will govern this Agreement.

1.3. Force Majeure. Neither party is liable for delays or failures in performance (other than payment obligations) under this Agreement due to a cause beyond its reasonable control. In the event of such delay, the time for performance shall be extended as reasonably necessary to enable performance.

1.4. Assignment; Use of Subcontractors. Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that either party may transfer and assign this Agreement without the other party's consent to any person or entity (except to a GE Healthcare competitor) that is an affiliate of such party or that acquires substantially all of the stock or assets of such party's applicable business if any such assignees agree, in writing, to be bound by the terms of this Agreement. Subject to such limitation, this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. GE Healthcare may hire subcontractors to perform work under this Agreement, provided that GE Healthcare will at all times remain responsible for the performance of its obligations and duties under this Agreement.

1.5. Amendment; Waiver; Survival. This Agreement may be amended only in writing signed by both parties. Any failure to enforce any provision of this Agreement is not a waiver of that provision or of either party's right to later enforce each and every provision. The terms of this Agreement that by their nature are intended to survive its expiration (such as the confidentiality provisions included herein) will continue in full force and effect after its expiration.

1.6. Termination. If either party materially breaches this Agreement and the other party seeks to terminate this Agreement for such breach, such other party shall notify the breaching party in writing, setting out the breach, and the breaching party will have sixty (60) days following receipt of such notice to remedy the breach. If the breaching party fails to remedy the breach during that period, the other party may, subject to the terms of Section 1.4.5 of the GE Healthcare Product Terms and Conditions, terminate this Agreement by written notice to the breaching party. For the avoidance of doubt, this Agreement is not terminable for convenience and may only be terminated in accordance with this Agreement. If GE Healthcare determines in good faith at any time that there are legal or regulatory compliance and/or material credit issues with this Agreement, if any, GE Healthcare may terminate this Agreement (including warranty services hereunder) immediately upon written notice to Customer.

### 2. Compliance

2.1. Generally. This Agreement is subject to (i) GE Healthcare's on-going credit review and approval and (ii) GE Healthcare's on-going determination that Customer and this Agreement comply with all applicable laws and regulations, including those relating to workplace safety, FDA matters, Federal Healthcare Program Anti-kickback compliance, export/import control and money laundering prevention. CUSTOMER ACKNOWLEDGES THAT THE PRODUCTS ARE OR MAY BE SUBJECT TO REGULATION BY THE FDA AND OTHER FEDERAL OR STATE AGENCIES. CUSTOMER SHALL NOT USE OR PERMIT THE PRODUCTS TO BE USED IN ANY MANNER THAT DOES NOT COMPLY WITH APPLICABLE FDA OR OTHER REGULATIONS OR FOR ANY NON-MEDICAL, ENTERTAINMENT, OR AMUSEMENT PURPOSES. Further, Customer represents that it is purchasing the Products for its own use consistent with the terms of this Agreement and that it does not intend to re-sell the Products to any other party or to export the Products outside the country to which GE Healthcare delivers the Products.

2.2. Cost Reporting. Customer represents and warrants that it shall comply with (a) the applicable requirements of the Discount Statutory Exception, 42 U.S.C. 1320a-7b(3)(A), and the Discount Safe Harbor, 42 C.F.R. § 1001.952(h), with respect to any discounts Customer may receive under this Agreement and (b) the Warranties Safe Harbor, 42 C.F.R. § 1001.952(g), with respect to any price reductions of an item (including a free item) which were obtained as part of a warranty under this Agreement. Customer agrees that, if Customer is required to report its costs on a cost report, then (i) the discount must be based on purchases of the same good bought within a fiscal year; (ii) Customer must claim the benefit in the fiscal year in which the discount is earned or in the following year; (iii) Customer must fully and accurately report the discount in the applicable cost report; and (iv) Customer must provide, upon request, certain information required to be provided to the Customer by GE Healthcare as a seller or offeror, as appropriate. If Customer is an individual or entity in whose name a claim or request for payment is submitted for the discounted items, the discount must be made at the time of the sale of the good; and the Customer must provide, upon request, certain information required to be provided to the Customer by GE Healthcare as a seller or offeror, as appropriate. GE

Healthcare agrees to comply with the applicable requirements for sellers or offerors under the Discount Safe Harbor, as appropriate.

2.3. Site Access Control and Network Security. Customer shall be solely responsible for establishing and maintaining security, virus protection, backup and disaster recovery plans for any data, images, software or equipment. GE Healthcare's Services do not include recovery of lost data or images. Customer shall comply with all applicable laws and regulations related to site access control.

2.4. Environmental Health and Safety. Customer shall provide and maintain a suitable, safe and hazard-free location and environment for the GE Healthcare Products and Services in material compliance with any written requirements provided by GE Healthcare, perform GE Healthcare recommended routine maintenance and operator adjustments, and ensure that any non-GE Healthcare provided Service is performed by, and GE Healthcare Products are used by, qualified personnel in accordance with applicable user documentation. GE Healthcare shall have no obligation to perform Services until Customer has complied with its obligations under this Section.

2.5. GE Healthcare-Supplied Parts. GE Healthcare can make no assurances that Product performance will not be affected by the use of non-GE Healthcare-supplied parts. In some instances, use of non-GE Healthcare-supplied parts may affect Product performance or functionality.

2.6. Training. Any Product training identified in the Quotation shall be in accordance with GE Healthcare's then-current training program offerings and terms. Unless otherwise stated in the catalog description, training must be completed within twelve (12) months after (i) the date of Product delivery for training purchased with Products and (ii) the start date for Services for training purchased with Services. If training is not completed within the applicable time period, GE Healthcare's obligation to provide the training will expire without refund.

2.7. Medical Diagnosis and Treatment. All clinical and medical treatment and diagnostic decisions are the responsibility of Customer and its professional healthcare providers.

### **3. Disputes; Liability; and Indemnity**

3.1. Waiver of Jury Trial. EACH PARTY EXPRESSLY WAIVES ALL RIGHTS TO A JURY TRIAL IN CONNECTION WITH ANY DISPUTE ARISING UNDER THIS AGREEMENT.

3.2. Limitation of Liability. GE HEALTHCARE'S (AND ITS REPRESENTATIVES') LIABILITY UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, SHALL NOT EXCEED: (A) FOR PRODUCTS OR SERVICES OTHER THAN SERVICES UNDER AN ANNUAL SERVICE CONTRACT, THE PRICE FOR THE PRODUCT OR SERVICE THAT IS THE BASIS FOR THE CLAIM; OR (B) FOR ANNUAL SERVICE CONTRACTS, THE ANNUAL CONTRACT PRICE FOR THE SERVICE THAT IS THE BASIS FOR THE CLAIM. NEITHER CUSTOMER NOR GE HEALTHCARE (NOR THEIR RESPECTIVE REPRESENTATIVES) SHALL BE LIABLE TO THE OTHER PARTY UNDER THIS AGREEMENT (OR OTHERWISE IN CONNECTION WITH THE PRODUCTS AND SERVICES) FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF PROFITS, REVENUE, TIME, OPPORTUNITY OR DATA, WHETHER IN AN ACTION IN CONTRACT, TORT, PRODUCT LIABILITY, STATUTE, EQUITY OR OTHERWISE. THE LIMITATION OF LIABILITY AND EXCLUSION OF DAMAGES SHALL APPLY EVEN IF THE LIMITED REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE.

3.3. IP Indemnification. GE Healthcare will defend, indemnify and hold harmless Customer from any third party claims for infringement of intellectual property rights arising from Customer's use of GE Healthcare manufactured equipment and/or GE Healthcare proprietary software listed in the Quotation in accordance with their specifications and within the license scope granted in this Agreement. If any such claim materially interferes with Customer's use of such equipment and/or software, GE Healthcare shall, at its option: (i) substitute functionally equivalent non-infringing products; (ii) modify the infringing Product so that it no longer infringes but remains functionally equivalent; (iii) obtain for Customer at GE Healthcare's expense the right to continue to use the infringing Product; or (iv) if the foregoing are not commercially reasonable, refund to Customer the purchase price, as depreciated (based on five (5) year straight-line depreciation), for the infringing Product. Any such claims arising from Customer's use of such infringing Product after GE Healthcare has notified Customer to discontinue use of such infringing Product and offered one of the remedies set forth in clauses (i) through (iv) above are the sole responsibility of Customer. This Section represents Customer's sole and exclusive remedy (and GE Healthcare's sole and exclusive liability) regarding any infringement claim associated with such infringing Product. The above indemnification obligation is conditional upon Customer providing GE Healthcare prompt written notice of the infringement claim after receiving notice of such claim, allowing GE Healthcare to control the defense of such claim, and reasonably cooperating with GE Healthcare in such defense. Notwithstanding any other provision in this Agreement, GE Healthcare shall not have any obligation to Customer hereunder for infringement claims based on or resulting from: (a) use of such infringing Product in combination with any computer software, tools, hardware, equipment, materials, or services, not furnished or authorized in writing for use by GE Healthcare; (b) use of such infringing Product in a manner or environment or for any purpose for which GE Healthcare did not design or license it, or in violation of GE Healthcare's use instructions; or (c) any modification of such infringing Product by Customer or any third party. GE Healthcare shall not be responsible for any compromise or settlement or claim made by Customer without GE Healthcare's written consent. This indemnification obligation is expressly limited to the GE Healthcare manufactured equipment and/or GE Healthcare proprietary software listed in the Quotation.

### **4. Payment and Finance**

4.1. Generally. The payment and billing terms for the Product(s) and/or Service(s) are stated in the Quotation.

4.2. Affiliate Billing. If Customer's order includes Products manufactured by more than one GE Healthcare affiliated company, each affiliated company may invoice Customer separately for the portion of the total price under the Quotation attributable to its Products, under the same payment terms specified in the Quotation. There shall be no additional fees or charges to Customer for such separate invoicing.

4.3. Late Payment. Failure to make timely payment is a material breach of this Agreement, for which (in addition to other available remedies) GE Healthcare may suspend performance under any or all GE Healthcare agreements until all past due amounts are brought current. If GE Healthcare so suspends, GE Healthcare will not be responsible for the completion of planned maintenance due to be performed during the suspension period and any product downtime will not be included in the calculation of any uptime commitment. Interest shall accrue on past-due amounts at a rate equal to the lesser of one-and-one-half percent (1.5%) per month or the maximum rate permitted by applicable law. Customer will reimburse GE Healthcare for reasonable costs (including attorneys' fees) relating to collection of past due amounts. Any credits that may be due to Customer under an agreement may be applied first to any outstanding balance. If Customer has a good faith dispute

regarding payment for a particular Product (or subsystem thereof) or Service, such dispute shall not entitle Customer to withhold payment for any other Product (or subsystem thereof) or Service provided by GE Healthcare. GE Healthcare may revoke credit extended to Customer because of Customer's failure to pay for any Products or Services when due, and in such event all subsequent shipments and Services shall be paid for on receipt.

4.4. Taxes. Prices do not include sales, use, gross receipts, excise, valued-added, services, or any similar transaction or consumption taxes ("Taxes"). Customer shall be responsible for the payment of any such Taxes to GE Healthcare unless it otherwise timely provides GE Healthcare with a valid exemption certificate or direct pay permit. In the event GE Healthcare is assessed Taxes, interest or penalty by any taxing authority, Customer shall reimburse GE Healthcare for any such Taxes, including any interest or penalty assessed thereon. Each party is 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.



# GE Healthcare Product Terms and Conditions

## GE Healthcare

References herein to "Products" and "Services" mean the Products (including equipment and software) and Services identified on the applicable GE Healthcare Quotation ("Quotation"). References herein to "Healthcare IT Products" are (i) those software products identified in the Quotation as a "Centricity" product, any third party software licensed for use in connection with the Centricity software, all hardware used to operate the Centricity or the third party software, and services provided with respect to the implementation, installation or support and maintenance of the Centricity or the third party software, and/or (ii) any software, product or service that is included in a Quotation which Quotation is designated as an "Healthcare IT Quotation".

### 1. Commercial Logistics

#### 1.1. Order Cancellation and Modification.

1.1.1. Cancellation and Payments. Except for Healthcare IT Products, if Customer cancels an order without GE Healthcare's prior written consent, Customer will pay a cancellation charge of fifteen percent (15%) of the price of the Products ordered. GE Healthcare will retain as a credit any payments received up to the amount of the cancellation charge. If Customer cancels an order for Products for which GE Healthcare has provided site evaluation services, Customer will also pay GE Healthcare reasonable charges for such services performed prior to cancellation. If applicable for the order, Customer will pay all progress payments (other than the final payment) prior to final Product calibration, and GE Healthcare may, at its option, delay final calibration until required progress payments are received. If Customer fails to schedule a delivery date with GE Healthcare within six (6) months after order entry, GE Healthcare may cancel Customer's order upon written notice to Customer.

1.1.2. Order Modifications. No modifications may be made to an order without GE Healthcare's prior written consent. The Product configuration listed in the Quotation is based upon information furnished to GE Healthcare by Customer, and Customer is responsible to provide and pay for modifications, if any, to the configuration due to inaccuracies or incompleteness of the information furnished to GE Healthcare by Customer, changes in Customer's needs or requirements, or for other reasons attributable to Customer.

1.2. Site Preparation. If applicable, Customer will be responsible, at its sole expense, for evaluating and preparing the site where the Products will be installed in accordance with GE Healthcare's site preparation requirements and applicable laws. Customer must provide GE Healthcare with prompt written notice if Customer is unable to prepare the site before the mutually agreed installation date. Upon receipt of such notice, GE Healthcare will reschedule the installation to a mutually agreed date. Customer shall be liable for any costs or expenses GE Healthcare or its representatives incur resulting from Customer's failure to provide GE Healthcare with timely notice of Customer's failure to properly prepare the site. GE Healthcare may, in its discretion, delay delivery or installation if GE Healthcare determines that the site has not been properly prepared or there are any other impediments to installation; provided that GE Healthcare gives Customer written notice of such delay stating the reasons therefor. If GE Healthcare provides site evaluation services, such services are intended only to assist Customer in fulfilling Customer's responsibility to ensure that the site complies with GE Healthcare's applicable site preparation requirements.

#### 1.3. Transportation, Title and Risk of Loss; Delivery; Returns.

1.3.1. Transportation, Title and Risk of Loss. Unless otherwise indicated in the Quotation, shipping terms are FOB Destination. Title and risk of loss to equipment passes to Customer upon delivery to Customer's designated delivery location. Software is licensed to Customer; no title to or other ownership interest in such software passes to Customer.

1.3.2. Delivery. When feasible, GE Healthcare reserves the right to make delivery in installments. All such installments shall be separately invoiced and paid for when due, without regard to subsequent deliveries. At the time of such delivery, Customer will pay GE Healthcare for any amounts due upon delivery. Delivery dates are approximate. For GE Healthcare software or documentation, delivery means the first to occur of: (i) communication to Customer through electronic means, that allows Customer to take possession of the first copy or product master, or (ii) delivery to Customer's designated delivery location.

1.3.3. Product Returns. Customer shall not have any right to return Products for a refund after delivery except for products shipped in error that are different from the Products listed in the Quotation.

1.4. Installation and Certification. GE Healthcare will provide product assembly, installation and calibration, as required, at no additional charge, except for items excluded herein. GE Healthcare installation Services provided under the Quotation will be performed in accordance with applicable GE Healthcare installation guides and/or project plans. Customer will review the applicable GE Healthcare installation guides, and/or project plans, and perform Customer's obligations as set forth in those materials. Upon completion of assembly, installation and calibration, and prior to turnover of the Products to Customer for clinical use, as applicable, GE Healthcare will perform prescribed tests using its own performance specifications, instruments and procedures to verify that the Products meet GE Healthcare's applicable performance specifications.

#### 1.4.1. Customer-Supplied Items.

- Customer will install necessary system cable and assemble any necessary equipment or hardware not provided by GE Healthcare, unless agreed otherwise in writing by the parties.
- For Products that will be operated on or in connection with Customer supplied hardware or software, Customer is responsible

for ensuring that such hardware and software conform to GE Healthcare's minimum hardware and software requirements as made available to Customer.

- Unless GE Healthcare has agreed in writing to maintain responsibility for an applicable service, Customer will be responsible for enabling the connectivity and interoperability between Customer-supplied hardware or software or other systems or devices and the Product, including, without limitation, procuring and installing any modifications, interfaces or upgrades consistent with GE Healthcare's written specifications.
- Unless otherwise agreed in writing by GE Healthcare, Customer is solely responsible for the performance of and payment for any applicable rigging and/or facility costs. GE Healthcare will not install accessory items unless otherwise agreed in writing by GE Healthcare.
- If applicable for the Product, electrical wiring and outlets, computer network infrastructure, conduit, cabinetry modification, wall mounts, ventilation and any other site preparation are not included in the purchase price and are the responsibility of Customer, unless otherwise agreed in writing by GE Healthcare.

1.4.2. Network. Unless Customer has elected to purchase network preparation and certification Services from GE Healthcare as set forth in the Quotation, Customer is solely responsible for ensuring that Customer's network is adequate for the proper operation and performance of the Products and otherwise meets GE Healthcare's written network configuration requirements.

1.4.3. License, Permits, and Approvals. Customer shall obtain and maintain all licenses, permits and other approvals necessary for installation, use, and disposal/recycling of the Products provided under this Agreement, including, but not limited to, any government licenses required to use radioactive sources for Products that require the use of such sources. GE Healthcare will ship such sources to Customer only after Customer provides GE Healthcare with satisfactory evidence that Customer has obtained all required licenses for such sources. In addition, Customer will provide all radioactive sources for calibration and performance checks of Products that require the use of such sources. GE Healthcare will file any required Federal and State reports relating to its installation activities. GE Healthcare will not install, test, certify or provide its own software license or warranty for Products that are not listed in its on-line catalog or price pages at the time of sale (such Products are normally identified by NL or NW series numbers), unless otherwise agreed in writing by GE Healthcare.

1.4.4. Non-GE Healthcare Labor. If local labor conditions make it impractical to, or GE Healthcare is directed not to, use GE Healthcare's employees or pre-qualified contractors for the installation, all work will be performed by Customer's laborers or outside labor at Customer's expense; provided that GE Healthcare will, at Customer's request, furnish guidance for installation. GE Healthcare is not responsible for the quality or adequacy of any work performed by any party other than GE Healthcare or its pre-qualified contractors.

1.4.5. Non-GE Healthcare Installation. For Products that GE Healthcare is obligated to install under the terms of this Agreement, if GE Healthcare delivers the Product but fails to perform its installation obligations, then in such event Customer shall nevertheless be obligated to pay GE Healthcare an amount equal to (a) the Product purchase price set forth in the Quotation, if the Product purchase price and the installation Services price are shown as separate line items in the Quotation, or (b) if the Product purchase price and installation Services price are not shown as separate line items in the Quotation, then the Product purchase price less the fair market value of the applicable installation Services, taking into account the type of Product and level of installation required ("Installation Service FMV"). An independent third party shall determine the Installation Service FMV. Notwithstanding any other provision of this Agreement to the contrary, either the discharge of Customer's obligation to pay for installation Services shown as a separate line item(s) in the Quotation or the deduction of the Installation Service FMV, as applicable, shall be Customer's sole and exclusive remedy (and GE Healthcare's sole and exclusive liability) in the event GE Healthcare fails to perform its installation obligations under this Agreement.

1.5. Acceptance. Unless expressly provided otherwise in this Agreement, Customer shall be deemed to have accepted a Product delivered by GE Healthcare under this Agreement on the earlier of: (i) if GE Healthcare installs the Product, five (5) days after GE Healthcare notifies Customer that it has completed assembly and the Product is operating substantially in accordance with GE Healthcare's published performance specifications; (ii) if GE Healthcare does not install the Product, five (5) days after delivery of the Product to Customer; or (iii) the date Customer first uses the Product for patient use.

1.6. Warranties. Product warranties (if applicable) are set forth in the GE Healthcare warranty forms delivered with the Quotation. GE Healthcare may use refurbished parts in new Products as long as it uses the same quality control procedures and warranties as for new Products. Any part for which GE Healthcare has supplied a replacement shall become GE Healthcare property.

1.7. Data Access. If applicable, Customer shall permit GE Healthcare to connect to the Products, or to otherwise access Product performance data through a Customer-furnished telephone line or Broadband connection. The data collected by GE Healthcare will be used, during and after the term of this Agreement, in accordance with all applicable laws and regulations and in a manner that will maintain confidentiality.

## 2. Software License

2.1. License Grant. GE Healthcare grants to Customer a non-exclusive, non-transferable license to use for Customer's internal business purposes the GE Healthcare software, third-party software and Documentation at the location (or, for mobile systems, in the specific vehicle) identified in the Quotation, subject to the license scope and other restrictions set forth in this Agreement. "Documentation" means the GE Healthcare user manuals, on-line help functions, technical specifications and user instructions regarding the operation, installation and use of the software as made available by GE Healthcare to Customer. Customer may only use third-party software provided by GE Healthcare together with the GE Healthcare software and will comply with all third-party software license terms included in any click or shrink wrap license or of which GE Healthcare otherwise makes Customer aware. To the extent permitted by applicable law, licensors of third-party software shall be third-party beneficiaries of this Agreement with respect to third-party software sublicensed under this Agreement. Customer may permit its employees, agents, independent contractors and healthcare providers with privileges at Customer's facilities to use the software and Documentation; provided, however, that Customer shall be responsible for any acts of such third parties that are inconsistent

with this Agreement. Notwithstanding the foregoing, independent contractors that supply products comparable to the software shall be provided access to the software only with GE Healthcare's prior written consent and subject to any conditions GE Healthcare deems appropriate to protect its confidential and proprietary information.

2.2. Additional License Terms. Without GE Healthcare's prior written consent, Customer may not: (i) copy, sublicense, distribute, rent, lease, loan, resell, modify or translate the software or create derivative works based thereon, except that to the extent applicable, the software may be configured as specifically permitted in the Documentation; (ii) directly or indirectly decompile, disassemble, reverse engineer or otherwise attempt to learn the source code, structure, algorithms or ideas underlying the software; (iii) provide service bureau, time share or subscription services based on the software; (iv) remove, obscure or modify any markings, labels or any notice of the proprietary rights, including copyright, patent and trademark notices of GE Healthcare or its licensors; (v) electronically transfer the software outside Customer's intranet or network dedicated for the software, unless otherwise authorized in writing by GE Healthcare; or (vi) publicly release the results of any testing or benchmarking of the software without the prior written consent of GE Healthcare. Customer may transfer authorized copies of the software, and Documentation to a party that purchases or otherwise acquires the equipment and accepts any applicable license terms, except for software and Documentation that are (a) not a part of the base system standard operating software or Documentation for the equipment and (b) generally provided by GE Healthcare to its customers for a separate fee or charge. Advanced service software is subject to a separate fee and eligibility criteria and licensed under a separate agreement with GE Healthcare.

2.3. Backups. Customer may make a reasonable number of copies of the software in machine-readable form solely for backup, training, testing or archival purposes, so long as applicable license fees are paid. Customer shall reproduce on any such copy the copyright notice and any other proprietary legends that were on the original copy. GE Healthcare and its licensors, as applicable, retain all ownership and intellectual property rights to the software and Documentation. If Customer acquires any rights to the software or Documentation, Customer hereby assigns all of those rights to GE Healthcare or its licensors, as applicable. No license rights are granted (whether by implied license or otherwise), to Customer, except as specifically provided in this Section.

2.4. Remedies. Customer agrees that a violation of GE Healthcare's license, confidentiality or intellectual property rights will cause irreparable harm to GE Healthcare for which the award of money damages alone are inadequate. In the event of any breach of this provision, GE Healthcare shall be entitled to seek injunctive relief in addition to immediately terminating the license granted herein and requiring that Customer cease use of the software and return all copies of stand-alone software in any media in addition to seeking any other legal or equitable remedies available to GE Healthcare. This paragraph shall survive the termination of this Agreement.

### **3. Payment and Finance**

3.1. Security Interest; Upgrade Pricing. Customer grants GE Healthcare a purchase money security interest in all items of hardware or equipment listed in the Quotation until full payment is received, and Customer shall perform all acts and execute all documents as may be necessary to perfect GE Healthcare's security interest. Except for Healthcare IT Products, prices for upgrades and revisions assume that Customer returns the replaced component and transfers title to GE Healthcare at no charge to GE Healthcare. If, after Product delivery, Customer does not make any payments for the Products within forty-five (45) days after such payments are due, GE Healthcare may, upon ten (10) days prior written notice to Customer, either (a) enter upon Customer's site and remove the Products or (b) temporarily disable the Products so that they are not operational.

3.2. Leases. If Customer is acquiring use of Products through an equipment lease (a "Lease") with an equipment lessor (a "Lessor"), certain provisions of this Agreement (including, but not limited to, terms related to payment, title transfer, warranties, and software licenses) may be modified as agreed to in writing between GE Healthcare, the applicable Lessor, and/or Customer, as the case may be. Acceptance of the equipment as between GE Healthcare and Lessor will be defined by this Agreement; acceptance of the equipment as between Lessor and Customer will be defined by the lease agreement. Notwithstanding the foregoing, if the Lessor does not comply with the terms of this Agreement, Customer shall continue to be responsible for the payment obligations hereunder.

### **4. Product Specific Terms**

4.1. MUSE CV Information Technology Professional Services (ITPS). MUSE CV Product ITPS shall be performed within six (6) months of the date Customer orders the Services. Without limiting the foregoing, Customer agrees that, if the Services have not been performed within one (1) year of the date Customer orders the Services for reasons other than GE Healthcare's failure to perform, GE Healthcare shall be relieved of its obligation to perform the Services and the Customer shall not be entitled to a refund for such unperformed Services. ITPS Services include clinical applications training, project management, HL7/HIS systems integration, database conversion, and network design and integration (ND&I).

4.2. Pre-Owned Products. Products identified as pre-owned/refurbished/remanufactured Products have been previously owned and used; they are not new. When delivered to Customer, such Products may have received mechanical, electrical, and/or cosmetic reconditioning, as necessary, and will meet their original specifications. Since pre-owned Products may be offered simultaneously to several customers, their sale to Customer is subject to their continued availability at the time Customer offers to purchase such Products. If the pre-owned Products are no longer available, (i) GE Healthcare will attempt to identify other pre-owned Products in its inventory that meet Customer's needs, and (ii) if substitute pre-owned Products are not acceptable to Customer, GE Healthcare will cancel the order and refund any deposit Customer has paid for such Products.

4.3. CT and X-Ray Products. Certain Products that use x-ray or image intensifier tubes have been designed to recognize GE Healthcare-supplied tubes and report to the user the presence of a non-GE Healthcare-supplied tube. This will permit the user to make any adjustments to Product use that the user deems appropriate. Use of the Products with non-GE Healthcare-supplied tubes is always at the user's discretion; however, Customer acknowledges that advanced scanner functionality may be impaired or disabled by the use of non-GE Healthcare-supplied tubes. GE Healthcare assumes no liability for the use of non-GE-Healthcare-supplied tubes and disclaims any responsibility for any effect such tubes may have on Product performance.





# GE Healthcare

## GE Healthcare Additional Terms and Conditions: Uptime Commitment

This Uptime Commitment incorporates GE Healthcare's General Terms and Conditions and GE Healthcare's Product Terms and Conditions and will apply to eligible diagnostic imaging systems covered by the Quotation, as identified in the Quotation ("Eligible Systems").

**1. Scope.** GE Healthcare will provide Customer with expanded warranty protection for Eligible Systems in consideration of Customer's commitment to provide a broadband network connection to enable GE Healthcare to better provide warranty service for the Eligible Systems during the warranty period. The following provisions will apply only to Eligible Systems and only during the warranty period.

**2. Eligibility.** To be eligible for this expanded warranty protection, Customer must: (a) establish (if not previously established) and maintain a broadband network connection at Customer's site that connects to the Eligible System, which broadband connection meets GE Healthcare's minimum specifications, (b) provide GE Healthcare with access to the Eligible System through Customer's broadband network connection and maintain security for Customer's broadband network connection in accordance with appropriate industry best practices, (c) provide necessary support to maintain such broadband network connection, including designation of a primary Customer contact person, (d) provide GE Healthcare with at least two (2) business days advance notice of any planned changes to Customer's network that may impact such broadband connection and with notice of any unplanned changes (e.g., power outages, computer viruses, system crashes) to Customer's network that may impact such broadband connection within two (2) business days after the occurrence of the unplanned changes, (e) reasonably cooperate with GE Healthcare in maintaining such broadband connection during all such planned and unplanned changes, and (f) use 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%.

**3. Uptime Commitment.** If Customer performs these responsibilities, GE Healthcare will provide Customer, at no additional charge and in addition to other remedies available under GE Healthcare's warranty, an uptime commitment of 97% (95% for all covered nuclear imaging systems and all covered X-ray systems except digital mammography, digital radiographic and vascular X-ray systems), and uptime remedies, as described below.

**4. Definitions.** "Uptime Commitment" means GE Healthcare's commitment on Eligible System uptime during the warranty period, as defined below. "Uptime Remedy" is, in addition to the other remedies specified in the warranty, Customer's sole and exclusive remedy if GE Healthcare fails to meet any Uptime Commitment over a 26-week measurement period during the warranty period. Should the Eligible System fail to achieve the Uptime Commitment as calculated by the Uptime Commitment Calculation, GE Healthcare will provide an extension of Customer's service agreement with GE Healthcare for the Eligible System (or, if Customer has not entered into a service agreement with GE Healthcare, the warranty period for the Eligible System) at no additional charge, as follows:

<u>% &lt; Uptime Commitment</u>	<u>Extension</u>
0	0 weeks
0.1 - 3.0	1 week
3.1 - 8.0	2 weeks
8.1 - 13.0	4 weeks
> 13.0	6 weeks

"Uptime Commitment Calculation" means the calculation used to determine achievement of the Uptime Commitment, as follows: The basis for each measurement period is GE Healthcare's standard warranty service coverage hours of A hours per day, B days per week for 26 weeks, less C hours spent on planned maintenance ("PM") during that interval:

$$\text{Hours1} = A \text{ hours per day} \times B \text{ days per week} \times 26 \text{ weeks}$$

$$\text{Hours2} = \text{Hours1} - C \text{ hours for planned maintenance}$$

$$\text{Required in-service hours at Customer's \% commitment: Hours3} = \text{Hours2} \times \text{Customer's \%}$$

**5. Eligible System.** An Eligible System will be considered inoperable and out of service under the Uptime Commitment if, due to GE Healthcare's design, manufacturing, material, or service or maintenance performance failure, the Eligible System is unavailable for scanning patients and diagnosing images on the Eligible System 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 System failure, and damage or inoperability due to any cause other than GE Healthcare's 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, and acts of God. PM time will not be included in the calculation of downtime. If GE Healthcare's responding representative agrees the Eligible System is inoperable due to GE Healthcare's design, manufacturing, material, or service or maintenance performance failure, the Eligible System will be considered out of service from the time the request for service was received by GE Healthcare until the Eligible System is again turned over to Customer for operation. If Customer fails to give GE Healthcare immediate and unencumbered access to the Eligible System or continues to obtain scans after notifying GE Healthcare of any Eligible System failure, the Eligible System will be considered to be in service.



## GE Healthcare Additional Terms and Conditions: Healthcare IT

### GE Healthcare

References herein to "Products" and "Services" mean the Products (including hardware and software) and Services purchased by Customer as identified on the applicable GE Healthcare Quotation ("Quotation"). References herein to "Healthcare IT Products" are (i) those software products identified in the Quotation as a "Centricity" product, any third party software licensed for use in connection with the Centricity software, all hardware used to operate the Centricity or the third party software, and services provided with respect to the implementation, installation or support and maintenance of the Centricity or the third party software, and/or (ii) any software, product or service that is included in a Quotation which Quotation is designated as an "Healthcare IT Quotation".

These Additional Terms and Conditions incorporate the GE Healthcare General Terms and Conditions as well as the GE Healthcare Product Terms and Conditions and will apply only to the license, purchase and use of Healthcare IT Products.

#### 1. Healthcare IT Product Specific Terms. The following terms apply only to the purchase of Healthcare IT Products.

1.1. Statement of Work (SOW). Following the effective date of this Agreement, the parties may enter into a written statement of work ("SOW") signed by the parties that describe the professional services to be provided by pursuant to the quotation, which may include, among other things, an installation and implementation project work plan, identification of installation and implementation services, and other related professional services. GE Healthcare shall perform the professional services and provide any deliverables described in any such SOW and shall use commercially reasonable efforts to do so according to any delivery schedule in the SOW. GE Healthcare is responsible for the assignment of personnel to perform all services and may make any change in staffing it deems necessary provided that such change does not compromise the level of expertise required to complete the applicable SOW. Each SOW may include descriptions of the following: (i) professional services to be performed; (ii) deliverables; (iii) Customer's additional responsibilities; (iv) project work scope, (v) estimated performance schedule and applicable milestones; (vi) Customer's site and any site preparation requirements; (vii) network, hardware or other environmental or infrastructure requirements; (viii) preliminary implementation plans; or (ix) key assumptions. The terms and conditions of this Agreement shall prevail over those of the SOW. A SOW may only be modified in writing signed by authorized representatives of both parties and must be made pursuant to mutually agreed change control procedures. Changes to a SOW may require a change in fees reflecting the change in scope and/or change in schedule of delivery of the professional services or deliverables and/or change in Customer's responsibilities. From time to time during the term of this Agreement, the parties may enter into additional SOWs relating to services purchased by Customer under Change Orders to this Agreement. Each such additional SOW shall constitute a separate and independent work engagement and contractual obligation.

1.2. Project Managers. If required by the SOW, Customer and GE Healthcare shall each designate a project manager who will be responsible for day-to-day communications regarding the subject matter of the applicable SOW. The project managers will be responsible for monitoring the schedules and progress of services pursuant to the Agreement and/or SOW and will have the authority to act for the respective parties in all aspects of the engagement. The project managers for the parties will meet in person or via conference call as necessary. The responsibilities of the project managers include to: (i) serve as the single point of contact for all departments in their organization participating in this project; (ii) administer the change-of-control procedure; (iii) participate in project status meetings; (iv) obtain and provide information, data, decisions and approvals, within seven working days of the other party's request unless GE Healthcare and Customer mutually agree to an extended response time; (v) resolve deviations from project plans that may be caused by the parties' respective organizations; (vi) help resolve project issues and escalate issues within the parties' respective organizations, as necessary; (vii) monitor and report project status on a regular basis to the respective organizations as appropriate; and (viii) provide and coordinate technical and specialist resources as necessary.

1.3. HITECH Certification. GE Healthcare will use diligent efforts to obtain certification under the Health Information Technology for Economic and Clinical Health Act (the "HITECH Act") to the extent that certification standards are established for the applicable functionality included as part of GE Healthcare's EMR or Centricity Practice Solutions software licensed by Customer, including those product updates that GE Healthcare provides generally to Customer of such products as part of support and maintenance. If GE Healthcare fails to obtain certification for the applicable components within ninety (90) days after the beginning of the first Reporting Period in a Payment Year that Customer is actively seeking to demonstrate Meaningful Use, GE Healthcare will credit the standard support services fees for such software for each month during which the software is not certified (up to a maximum of 6 months) against future support fees. The foregoing is Customer's sole and exclusive remedy in the event GE Healthcare fails to obtain certification. For the avoidance of doubt, Customer's payment obligations under this Agreement are not conditioned on receipt of HITECH incentive payments, certification of the software or demonstration of meaningful use. GE Healthcare will keep Customer informed of GE Healthcare's certification status by posting such status at [www.gehealthcare.com/hitech](http://www.gehealthcare.com/hitech) (or some other location that of which GE Healthcare may inform Customer). It is Customer's responsibility to ensure Customer meets all the requirements to qualify for the incentive payments, including "meaningful use", and to confirm that the GE Healthcare software Customer is using is certified according to HITECH criteria. GE Healthcare's obligations under this section apply only to the then-most current version of GE Healthcare's Centricity EMR or Centricity Practice Solution software products. GE Healthcare's obligations are contingent upon Customer then-receiving and paying for support services and complying with the requirements of the GE Healthcare service policy and, if GE Healthcare so requires, upon Customer installing software fixes, patches or updates or migrating to a new or different GE Healthcare software offering, and on Customer otherwise having installed all functionality not part of the GE Healthcare software that would have been required to show Meaningful Use. All capitalized terms shall the definitions set forth in this Agreement, the HITECH Act or any applicable implementing regulations.

1.4. Ownership Rights. GE Healthcare shall retain ownership of all deliverables (including any intellectual property embodied in the

deliverables or related to them) and any intellectual property developed under a SOW or during the course of performing the services whether or not the services are performed by GE Healthcare alone or jointly with Customer or others. In addition, GE Healthcare shall own all improvements, enhancements and derivative works of any GE Healthcare intellectual property. Customer hereby assigns, and will cause Customer's employees and independent contractors to assign, to GE Healthcare all of Customer's rights in and to such deliverables and intellectual property. GE Healthcare grants to Customer a nonexclusive, nontransferable, license, without the right to sublicense, to use the deliverables solely for Customer's internal business purposes and subject to the limitations described in this Agreement and the relevant SOW. Customer agrees to provide reasonable assistance to GE Healthcare in obtaining and enforcing GE Healthcare's rights to such deliverables and intellectual property. GE Healthcare will acquire no rights to any of Customer's confidential information that may be included in any deliverable unless expressly agreed to otherwise by Customer.

1.5. Software Product Testing and Acceptance. Commencing on the date that GE Healthcare gives notice of installation of the GE Healthcare software (or on the date as otherwise provided for in the applicable SOW) and implementation by GE Healthcare of appropriate option and parameter selections made by Customer, Customer will have thirty (30) days to test each unit or module of the GE Healthcare software. Customer shall be deemed to have accepted GE Healthcare proprietary software the earlier of (i) Customer's written acceptance, (ii) the expiration of the test period identified in the preceding sentence without GE Healthcare receiving written notice from Customer of the existence of any errors and a reasonable description of such error(s), or (iii) the date Customer first uses the software to process actual data in the operation of Customer's business (e.g. to register a patient, to produce a bill, to record a treatment or diagnosis or to process or view a medical image). As used in this section, an "error" is the failure of the software to perform substantially in accordance with the documentation. Acceptance tests will be conducted using test data, preferably from Customer's historical operations, in a non-productive environment and according to test protocol to be mutually agreed upon by the parties. Upon discovering an error, Customer shall promptly notify GE Healthcare in writing of the error, which notice shall include a reasonable description of the error. Upon GE Healthcare's timely receipt of Customer's written notice, GE Healthcare shall promptly correct such failures identified by Customer therein. An acceptance test for amendments or alterations provided by GE Healthcare as a result of testing may be conducted by Customer for a period of not more than five (5) days after delivery of such amendment or alteration, and the test period shall be extended for this purpose. Upon the occurrence of acceptance, all payments associated with acceptance, if any, shall be due and payable.

1.6 Software Support. GE Healthcare will provide to Customer the software support services as described in the applicable GE Healthcare service policy for the GE Healthcare software and the support period as specified in the applicable quotation for which Customer has paid the applicable fees. Software that is identified on the quotation and either (i) is delivered to Customer in a third-party developer/supplier's packaging and with its labeling or (ii) for which GE Healthcare expressly indicates (either in the quotation or in the product documentation) that the software is provided with the third-party developer/supplier's software support services in lieu of GE Healthcare software support services is not covered under this Agreement unless specifically stated otherwise in the applicable quotation. GE Healthcare support services will automatically renew for another annual term upon payment of the applicable renewal support fees, unless either party provides sixty (60) days prior written notice of non-renewal. GE Healthcare may increase its charges for support and maintenance fees for each successive annual software renewal support term. In connection with any annual renewal of support services, GE Healthcare may increase its annual charges for maintenance and support by no more than CPI plus two percent (2%). CPI shall mean the U.S. City Average (December to December percent) for ALL Urban Consumers (CPI-U). If GE Healthcare announces to its customers that it will no longer offer support ("end of product life") for a product or component, then upon at least twelve (12) months' prior written notice to Customer, GE Healthcare may, at its option, remove any such item from all GE Healthcare service agreements, with an appropriate adjustment of charges, without otherwise affecting such agreements.

1.7 Medical Diagnosis and Treatment. Customer acknowledges that: (a) the software does not make clinical, or other decisions and is not a substitute for competent, properly trained and knowledgeable staff who bring professional judgment and analysis to the information presented by the software; (b) Customer is responsible for verifying the accuracy of all patient information and determining the data necessary for Customer and Customer's users to make medical and diagnostic decisions, as well as for complying with all laws, regulations and licensing requirements applicable to Customer's delivery of healthcare services; (c) Customer is responsible for establishing and maintaining reasonable quality control procedures to ensure the accuracy of input to the software; (d) Customer and Customer's staff will consider all relevant information including information presented to Customer and Customer's staff by the software and may give whatever weight Customer and Customer's staff deem appropriate to the information produced by the software in the performance of Customer's and Customer's staff's functions; (e) any and all financial and management information produced by the software must be tested for reasonableness and accuracy before any actions are taken or reliance placed on it; (f) Customer has reviewed and will communicate to users who use and access the software any software information, which may be provided to Customer by GE Healthcare from time to time; (g) although GE Healthcare and its third-party vendors have used reasonable care in obtaining information from sources believed to be reliable, Customer acknowledges that it is Customer's obligation to be informed about any changes or developments in clinical information or guidelines that may not be reflected in the software and that the absence of an alert or warning for a given course of treatment, drug or drug combination should not be construed to indicate that the treatment, drug or drug combination is safe, appropriate or effective in any given patient; (h) Customer is solely responsible for the proper, complete and accurate submission of claims, including without limitation the determination of proper billing, diagnosis and procedure codes and the maintenance of patient medical records containing appropriate documentation of the Services billed; (i) when selecting a narrative condition or coded diagnosis or procedure, Customer must make an independent and informed judgment based upon the patient's condition and symptoms and/or a physician's submitted diagnosis, to select a code appropriate for that patient (GE Healthcare does not make any representation or warranty regarding the appropriateness of any of the narrative or codes displayed for any or all patients); (j) since it is possible that a payor's local medical review policies may be in effect prior to their receipt or update by GE Healthcare or its licensors, Customer, as a provider under Federal health care programs, assumes responsibility for the accuracy of all claims submitted for Services performed for Medicare beneficiaries. Customer shall use the Products only for clinical diagnostic purposes in the diagnosis or treatment of a disease or condition, and not for any entertainment or amusement purposes. GE Healthcare will not deliver, install, service or provide training on use of the Products if GE Healthcare discovers the Products have been or are intended to be used for non-clinical purposes

in violation of the preceding sentence.

1.8 Return of Software. Upon termination of this Agreement for any reason, Customer shall immediately return to GE Healthcare any and all software for which license grant immediately terminates.

2. **Healthcare IT Warranty.** The following warranties apply only to Healthcare IT products and are in lieu of any other standard GE Healthcare warranties.

2.1. Express Warranties. GE Healthcare makes the following express warranties to Customer:

2.1.1. GE Healthcare warrants that its services will be performed by trained individuals in a professional, workman-like manner.

2.1.2. Except as indicated otherwise below, GE Healthcare warrants that (i) GE Healthcare has the right to license or sublicense the software to Customer for the purposes and subject to the terms and conditions set forth herein, (ii) for 90 days following the warranty commencement date, the software will perform substantially in accordance with the applicable documentation, (iii) it has not inserted any disabling code (as defined herein) into the software, and (iv) it will use reasonable commercial efforts consistent with industry standards to scan for and remove any software viruses before installation of the software. As used herein, (a) "disabling code" means computer code that is designed to delete, interfere with, or disable the normal operation of the software; provided, however, that code included in the software that prohibits use outside of the license scope purchased for the software will not be deemed to be disabling code, and (b) "warranty commencement date" means the date upon which Customer first uses the software to process actual data in the operation of Customer's business (e.g., to register a patient, to produce a bill, to record a treatment or diagnosis or to process or view a medical image). The warranty period for any software or component furnished to correct a warranty failure will be the unexpired term of the warranty applicable to the repaired or replaced software.

2.1.3. Except for the right to license warranty above, the above warranties do not cover equipment or third-party software delivered with the GE Healthcare software. Third-party software is identified with a separate part number on the quotation (i) delivered to Customer in the third-party manufacturer/supplier's packaging and with its labeling, or (ii) for which GE Healthcare expressly indicates (either in the quotation or in the product documentation) that the software or equipment is provided with the third-party manufacturer/supplier's warranty in lieu of a GE Healthcare warranty. Such products are covered by the third-party manufacturer/supplier's warranties, to the extent available.

2.2. No Other Warranties. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND DATA ACCURACY, WILL APPLY.

2.3. Sole and Exclusive Remedies for Breach of Warranties. The remedies set forth below are Customer's sole and exclusive remedies and GE Healthcare's sole and exclusive liability for warranty claims. These exclusive remedies shall not have failed of their essential purpose (as that term is used in the Uniform Commercial Code) as long as GE Healthcare remains willing to repair or replace defective warranted products or re-perform any non-conforming services for no charge, as applicable, within a commercially reasonable time after being notified of Customer's warranty claim.

2.3.1. If there is any breach of a warranty contained in Section 2.1.1, GE Healthcare will promptly re-perform any non-conforming services for no charge as long as Customer provides reasonably prompt written notice to GE Healthcare.

2.3.2. If there is a breach of warranty contained in Section 2.1.2(ii) GE Healthcare will indemnify Customer in accordance with Section 3.3 of the General Terms and Conditions to included as part of this Agreement.

2.3.3. If there is any breach of a warranty contained in Section 2.1.2(ii) – (iv) and Customer promptly notifies GE Healthcare of Customer's warranty claim during the warranty period and makes the software available for service, GE Healthcare will, at its option, with respect to the GE Healthcare software, either correct the non-conformity or replace the applicable software. Unless agreed otherwise, warranty service will be performed without charge from 8:00 a.m. to 5:00 p.m. (local site time), Monday-Friday, excluding GE Healthcare holidays, and outside those hours at GE Healthcare's then prevailing service rates and subject to the availability of personnel. For certain licensed software, GE Healthcare will perform warranty service only at an authorized service center or, in some instances, via a secure, remote connection to a GE Healthcare online center.

2.4. Limitations. GE Healthcare shall not have any obligation to Customer hereunder if the warranty claim results from or arises out of: (i) the use of the software in combination with any software, tools, hardware, equipment, supplies, accessories or any other materials or services not furnished by GE Healthcare or recommended in writing by GE Healthcare; (ii) the use of the software in a manner or environment, or for any purpose, for which GE Healthcare did not design or license it, or in violation of GE Healthcare's written recommendations or instructions on use; (iii) any alteration, modification or enhancement of the software by Customer or any third party not authorized or approved in writing by GE Healthcare (iv) inadequate back-up or virus protection or any other cause external to the software or beyond GE Healthcare's reasonable control. In addition, the warranties set forth above do not cover the software to the extent it is used in any country other than the country to which GE Healthcare ships the licensed software (unless GE Healthcare expressly agrees otherwise in writing). GE Healthcare does not guarantee that the software will operate without error or interruption.



## Warranty Statement (United States)

### GE Healthcare

1. **Warranted Products.** These warranties cover the purchase and use of the following GE Healthcare products:

- Magnetic Resonance
- Computed Tomography
- Mammography
- Positron Emission Tomography (including scanners, cyclotrons & chemistry labs)
- Nuclear
- X-ray
- Surgical Navigation Systems
- Cardiology
- Ultrasound
- Bone Mineral Densitometry
- Physiological Monitoring
- Small Animal Imaging
- C-Arms
- Advantage Workstation and Server
- Anesthesia Delivery
- Respiratory Care
- Gold Seal
- Phototherapy and other infant care accessories
- Microenvironments, including Giraffe®, Care Plus®, Ohio® Infant Warmer Systems and Panda™ Baby Warmers

2. **GE Healthcare Warranties.**

- 2.1 **Scope.** This warranty statement incorporates GE Healthcare's General Terms and Conditions and GE Healthcare's Product Terms and Conditions. GE Healthcare warrants that its services will be performed by trained individuals in a professional, workman-like manner. GE Healthcare will promptly re-perform any non-conforming services for no charge as long as Customer provides reasonably prompt written notice to GE Healthcare. The foregoing service remedy, together with any remedy provided herein, are Customer's sole and exclusive remedies (and GE Healthcare's sole and exclusive liability) for warranty claims. These exclusive remedies shall not have failed of their essential purpose (as that term is used in the Uniform Commercial Code) as long as GE Healthcare remains willing to repair or replace defective warranted products or re-perform any non-conforming services for no charge, as applicable, within a commercially reasonable time after being notified of Customer's warranty claim. NO OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUIET ENJOYMENT, SYSTEM INTEGRATION AND DATA ACCURACY, WILL APPLY.
- 2.2 **Term Usage.** "Warranted Product" is a collective term which includes both the above-listed manufactured equipment and licensed software, with the exception of Healthcare IT Products, purchased by and/or licensed to (as applicable) Customer under the relevant GE Healthcare Quotation. Where an item of equipment has software code embedded in it, the code will only be considered licensed software under this warranty statement if the applicable GE Healthcare Quotation provides a separate part number for that software.
- 2.3 **Equipment Warranty.** Except as indicated otherwise below, GE Healthcare warrants the equipment will be free from defects in title and that for 1 year from the Warranty Commencement Date (as defined below) (i) the equipment will be free from defects in material and workmanship under normal use and service and (ii) except for equipment manufactured in compliance with Customer's designs or specifications, the equipment will perform substantially in accordance with GE Healthcare's written technical specifications for the equipment (as such specifications exist on the date the equipment is shipped) (the "Specifications"). This warranty covers both parts and labor and is available only to end-users that purchase the equipment from GE Healthcare or its authorized distributors. Customers purchasing through an authorized distributor must contact GE Healthcare promptly following such purchase to enable this warranty.
- 2.4 **Software Warranty.** Except as indicated otherwise below, GE Healthcare warrants for 90 days from the Warranty Commencement Date that (i) the licensed software will perform substantially in accordance with the applicable Documentation (as defined herein), (ii) it has not inserted any Disabling Code (as defined herein) into the licensed software and (iii) it will use reasonable commercial efforts consistent with industry standards to scan for and remove any software viruses before installation of the applicable Warranted Product. Except as indicated otherwise below, GE Healthcare warrants that it has the right to license or sublicense the licensed software to Customer for the purposes and subject to the terms and conditions set forth in GE Healthcare's General Terms and Conditions. As used in this warranty statement, (i) "Disabling Code" means computer code that is designed to delete, interfere with, or disable the normal operation of the Warranted Product; provided, however, that code included in the licensed software that prevents use outside of the license scope purchased for the software will not be deemed to be Disabling Code and (ii) "Documentation" means the GE Healthcare user manuals, on-line help functions, technical specifications and user instructions regarding the operation, installation and use of the software as made available by GE Healthcare to Customer.
- 2.5 **Pre-owned Equipment.** GE Healthcare's Gold Seal Preferred Products (certain pre-owned GE Healthcare equipment) and GE Healthcare's certified pre-owned Bone Mineral Densitometry Products are provided with GE Healthcare's standard warranties carrying the same duration as the new equipment warranty, but in no event exceeding 1 year (unless otherwise provided in writing by GE Healthcare). Except as expressly provided in this paragraph or in the applicable GE Healthcare Quotation, used and/or pre-owned equipment is not warranted by GE Healthcare.
- 2.6 **Healthcare IT and X-Ray Tubes.** GE Healthcare X-ray and Image Intensifier Tubes, Maxiray X-ray Tubes and GE Healthcare IT Products are covered by a separate warranty statement provided in an applicable GE Healthcare Quotation.

2.7 **Third-Party Software and Equipment.** This warranty statement does not cover Third-Party Software and Equipment (as defined herein) delivered with the Warranted Products (commonly identified by NL or NW series numbers in GE Healthcare's Quotation). "Third-Party Software and Equipment" means any non-GE Healthcare software or equipment (i) delivered to Customer in the third-party manufacturer/supplier's packaging and with its labeling or (ii) for which GE Healthcare expressly indicates (either in the GE Healthcare Quotation or in the product documentation) that the software or equipment is provided with the third-party manufacturer/supplier's warranty in lieu of a GE Healthcare warranty. Such products are covered by the third-party manufacturer/supplier's warranties, to the extent available. Anesthesia monitor mounting solutions Third-Party Software and Equipment purchased directly from GE Healthcare will not be treated as Third-Party Software or Equipment.

**3. Warranty Commencement.** Unless expressly provided otherwise in this warranty statement or the applicable GE Healthcare Quotation, the warranty period begins (the "Warranty Commencement Date") on the earlier of: (i) if GE Healthcare installs the Warranted Product, 5 days after GE Healthcare notifies Customer that it has completed assembly and the Warranted Product is operating substantially in accordance with GE Healthcare's Specifications; (ii) if GE Healthcare does not install the Warranted Product, 5 days after delivery of the Warranted Product to Customer; (iii) the date Customer first uses the Warranted Product for patient use; or (iv) if GE Healthcare is contractually required to install the Warranted Product, the 30<sup>th</sup> day following shipment to the end-user Customer if installation is delayed for reasons beyond GE Healthcare's reasonable control. The warranty period for any Warranted Product or component furnished to correct a warranty failure will be the unexpired term of the warranty applicable to the repaired or replaced Warranted Product. The warranty period for Vital Signs, Inc. Products begins on the date such products are shipped to Customer.

**4. Remedies.** If Customer promptly notifies GE Healthcare of Customer's warranty claim during the warranty period and makes the Warranted Product available for service, GE Healthcare will, at its option (i) with respect to equipment, either repair, adjust or replace (with new or exchange replacement parts) the non-conforming Warranted Product or components of the Warranted Product and (ii) with respect to GE Healthcare's licensed software, either correct the non-conformity or replace the applicable licensed software. Warranty service will be performed without charge from 8:00 a.m. to 5:00 p.m. (local site time), Monday-Friday, excluding GE Healthcare holidays, and outside those hours at GE Healthcare's then prevailing service rates and subject to the availability of personnel. For certain Warranted Products, GE Healthcare will perform warranty service only at an authorized service center or, in some instances, via a secure, remote connection to a GE Healthcare online center. With respect to GE Healthcare's warranty for the services it provides to Customer, Customer's exclusive remedy is set forth in [Section 2.1](#) above.

Warranty claims for the Warranted Products should be directed through GE CARES at 1-800-437-1171. Warranty claims for accessories and supplies items should be directed through 1-800-558-5102.

**5. Limitations.** GE Healthcare shall not have any obligation to Customer hereunder if the warranty claim results from or arises out of: (i) the use of the Warranted Product in combination with any software, tools, hardware, equipment, supplies, accessories or any other materials or services not furnished by GE Healthcare or recommended in writing by GE Healthcare; (ii) the use of the Warranted Product in a manner or environment, or for any purpose, for which GE Healthcare did not design or license it, or in violation of GE Healthcare's recommendations or instructions on use; or (iii) any alteration, modification or enhancement of the Warranted Product by Customer or any third party not authorized or approved in writing by GE Healthcare. In addition, this warranty does not cover the Warranted Product to the extent it is used in any country other than the country to which GE Healthcare ships the Warranted Product (unless GE Healthcare expressly agrees otherwise in writing). GE Healthcare does not guarantee that licensed software will operate without error or interruption.

In addition, these warranties do not cover: (i) any defect or deficiency (including failure to conform to Specifications and/or Documentation, as applicable) that results, in whole or in part, from any improper storage or handling, failure to maintain the Warranted Products in the manner described in any applicable instructions or specifications, inadequate back-up or virus protection or any cause external to the Warranted Products or beyond GE Healthcare's reasonable control, including, but not limited to, power failure and failure to keep Customer's site clean and free of dust, sand and other particles or debris; (ii) the payment or reimbursement of any facility costs arising from repair or replacement of the Warranted Products or parts; (iii) any adjustment, such as alignment, calibration, or other normal preventative maintenance required of Customer; (iv) expendable supply items; (v) stockpiling of replacement parts; (vi) any failure of the Warranted Products to use or correctly process dates; and (vii) products not listed in GE Healthcare's Accessories and/or Supplies catalogs at the time of sale, and all service manuals are provided AS IS. For network and antenna installations not provided by GE Healthcare or its authorized agent(s), network and antenna system troubleshooting will be billable at GE Healthcare's standard service rates.

For MR systems, these warranties do not cover (i) any defect or deficiency that results, in whole or in part, from failure of any water chiller system supplied by Customer, (ii) service to any water chiller systems supplied by Customer and (iii) 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 (GE Healthcare's MR Magnet Maintenance and Cryogen Service Agreement is available to provide supplemental coverage during the warranty period). For Proteus XR/a, Definium and Precision 500D x-ray systems, these warranties do not cover collimator bulbs.

#### **6. Exceptions to GE Healthcare Standard Warranties Described Above.**

**CT Partial System Equipment Upgrades\*:** Six (6) months

**MR Partial System Equipment Upgrades\*:** Six (6) months

**X-ray Partial System Equipment Upgrades\*; High Voltage Rectifiers and TV Camera Pick-Up Tubes:** Six (6) months

**PET Partial System Equipment Upgrades\* (Scanners, Cyclotrons and Chemistry Labs):** Six (6) months

**Nuclear Partial System Equipment Upgrades\*:** Six (6) months

**GE OEC New or Exchange Service/Maintenance Parts:** Ninety (90) days

**HealthNet Lan, Advantage Review — Remote Products:** Ninety (90) days

**GE Ultrasound Exchange Probes and Transducers, Ultrasound Water Path attachment Kit:** Ninety (90) days

**GE Ultrasound Service Replacement Parts:** Thirty (30) days

**LOGIQBook and Other Handheld/Compact Ultrasound Products:** Standard warranty includes (i) repair services at GE Healthcare service facilities, (ii) three (3) business day turnaround repair time for systems shipped via overnight delivery (where available), measured from the date of shipment (GE Healthcare is not responsible for delays in overnight shipment), (iii) seventy-two (72) hour loaner systems or probe replacement service via Fed Ex (shipping charges included), (iv) technical support via telephone from 7:00 am to 7:00 pm Central Time, Monday-Friday, excluding GE Healthcare holidays, (v) field support/service is available for an additional charge and (vi) preventative maintenance for an additional charge. For an additional charge, GE Healthcare 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 two (2) replacement systems during the term of the warranty.

**Ultrasound Partial System Equipment Upgrades\*:** Ninety (90) days (Customer will not be credited the value of this warranty against pre-existing warranties or service agreements).

**Dash, Solar 8000M, 8000i & Tram:** Additional two (2) years of parts only coverage, excluding displays (United States only)

**DINAMAP ProCare Vital Signs Monitors:** Two (2) years

**DINAMAP Pro 100-400V2 Series Monitors:** Three (3) years

**Enterprise Access:** One (1) year parts, ninety (90) days labor

**MAC 1600:** Three (3) years

**MAC 1200:** Three (3) years (United States only)

**Batteries:** Ninety (90) days, except (i) for LOGIQBook batteries, which are warranted for twelve (12) months and (ii) for Nickel cadmium or lead acid batteries for X-ray and mammography systems (which will carry a sixty (60)-month warranty prorated as shown below). For Nickel cadmium or lead acid batteries for X-ray and mammography systems, warranty service will be performed without charge from 8:00 a.m. to 5:00 p.m. (local site time), Monday-Friday, excluding GE Healthcare holidays, and outside those hours at GE Healthcare's then prevailing service rates and subject to the availability of personnel only during the first twelve (12) months of the sixty (60)-month warranty period. 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 (as defined herein). The Pro Rata Credit Allowance for batteries that fail less than twelve (12) months after the warranty begins is one hundred percent (100%). The Pro Rata Credit Allowance for batteries that fail more than twelve (12) months after the warranty begins is:

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

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

**Care Plus® Incubator:** Three (3) years parts, one (1) year labor

**Ohio® Infant Warmer Systems and Panda™ Warmers:** Lifetime parts warranty on heater cal rod

**BiliBlanket® Plus High Output Phototherapy System:** Two (2) years on Light Box and eighteen (18) months on Fiberoptic Pad

**Microenvironment and Phototherapy expendable components, this includes but is not limited to patient probes, probe covers and light bulbs:** Thirty (30) days

**GE OEC refurbished c-arms:** Twelve (12) months after installation

**Oximeters:** Three (3) years from installation, or thirty-nine (39) months from GE Healthcare invoice, whichever occurs sooner

**Tec 7 Vaporizers:** Three (3) years

**Tec 6 Plus Vaporizers:** Two (2) years

**X-ray and Image Intensifier Tubes and Maxiray X-ray Tubes:** See GE Healthcare Warranty Statement X-Ray an Image Intensifier Tubes

**Accessories and Supplies:** GE Healthcare's catalog and/or website includes a "Service/Warranty Code" which identifies the installation, warranty, applications and post-warranty service, if any, provided for each accessory and supply product. Following are the warranty periods for accessories and supplies:

Service/Warranty Code T.....	100 Years
Service/Warranty Code V.....	25 Years
Service/Warranty Codes X.....	15 Years
Service/Warranty Codes F.....	3 Years
Service/Warranty Codes D, J, N, O, R or Z.....	2 Years
Service/Warranty Codes A, B, C, E, G, L, P, Q, S or Y.....	1 Year
Service/Warranty Code H.....	6 Months
Service/Warranty Code K and all Vital Signs, Inc. products.....	3 Months
Service/Warranty Code M.....	1 Month
Service/Warranty Code W.....	Out of Box Failure Only

**\* NOTE: For partial system equipment upgrades, the warranty applies only to the upgraded components**



## Warranty Codes For Accessories And Supplies

### GE Healthcare

**Service / Warranty Codes.** If Customer promptly notifies GE Healthcare of its warranty claim and makes the Product available for service, GE Healthcare will provide the warranty service indicated in the applicable Service/Warranty Code description. The terms and conditions of GE Healthcare's Warranty Statement(s) apply to all warranty claims. Basic Service Premise for Products – GE Healthcare Field Engineers will take the first call for service and either provide direct support or arrange for support from the manufacturer or its dealers as indicated by the individual Service/Warranty Code. If the Service/Warranty Code calls for Product return for repair or in-warranty exchange, Customer must return the Product as GE Healthcare directs. GE Healthcare provides warranty service from 8:00 AM to 5:00 PM local time Monday-Friday EXCLUDING GE HEALTHCARE HOLIDAYS. If a Service/Warranty Code provides for warranty service to be performed on Customer's site, such service is available outside the above hours at GE Healthcare's prevailing service rates and subject to the availability of personnel.

**A GE Healthcare directly, or through a sub-contractor, provides the following:**

Installation; parts; on-site warranty service to repair, adjust or replace (at GE Healthcare's option and using new or exchange replacement parts) non-conforming products or parts; applications training in some cases (with additional charge); and post-warranty service, at prevailing hourly billed service ("HBS") rates and, in some cases, under GE Healthcare service contracts.

**B GE Healthcare directly provides the following through GE Healthcare's Global Parts Operation (GPO):**

New or exchange replacement parts at no charge to correct non-conforming products or parts during the warranty period; new or exchange replacement parts at GE Healthcare's normal prices for post-warranty repairs. **Note:** Installation, applications training and on-site service is the Customer's responsibility. However, GE Healthcare's Field Engineers may be available at prevailing HBS rates. Contact GE CARES for availability.

**C GE Healthcare arranges for the third-party 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); and post-warranty service at prevailing service rates.

**D GE Healthcare refers to the Product Manufacturer warranty, which provides the following:**

Basic functional troubleshooting (no technical labor) with supplier phone support and repair or replacement (at the manufacturer's or dealer's option) of defective products or parts. **Note:** The battery for Service/Warranty Code D has a 1-year warranty. For detailed warranty information, please refer to the Product Manufacturer's warranty certificate.

**E GE Healthcare 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; and coordination of unit exchange or loaner program for in-factory service.

**GE Healthcare arranges for the third-party Product Manufacturer or its dealers to provide in-factory service:**

At no charge during the warranty period and at manufacturers or dealer's prevailing service rates outside of the warranty period. Products must be returned to the manufacturer or dealer, at GE Healthcare's expense during warranty and Customer's expense after warranty, for repair.

**F GE Healthcare refers to the Product Manufacturer warranty, which provides the following:**

Basic functional troubleshooting (no technical labor) with supplier phone support and replacement of non-conforming products or parts, which Customer returns to the manufacturer or dealer during the warranty period. **Note:** For detailed warranty information, please refer to the Product Manufacturer's warranty certificate.

**G, J, O and Q GE Healthcare refers to the Product Manufacturer warranty, which provides the following:**

Start up and commissioning; basic functional troubleshooting (no technical labor) with supplier phone support 24/7; and warranty service to repair, adjust, or replace (at the manufacturer's or dealer's option) non-conforming products or parts (excluding installation, time and material). **Note:** The UPS battery for Service/Warranty Code G has a 9-year pro-rated warranty to cover non-conforming material. Start up and commissioning for Service/Warranty Code O applies only to 10 KVA and above. The UPS battery for Service/Warranty Codes O and Q has a 1-year warranty to replace the product. For detailed warranty information, please refer to the Product Manufacturer's warranty certificate. Warranty service for Service/Warranty Codes G and O is provided On-site. For detailed warranty information, please refer to the Product Manufacturer's warranty certificate.



**H, K, L and M GE Healthcare directly provides the following:**

Exchange of non-conforming products, which Customer returns to GE Healthcare during the warranty period. **Note:** *Installation, parts, applications training, and on-site service is the Customer's responsibility.*

**N, R and S GE Healthcare refers to the Product Manufacturer warranty, which provides the following:**

Installation; Preventative Maintenance; and parts and labor. **Note:** *Post-warranty service, at manufacturer's prevailing HBS rates, and in some cases, under GE Healthcare service contracts. The battery for Service/Warranty Code R has a 1-year warranty. For detailed warranty information, please refer to the Product Manufacturer's warranty certificate.*

**P GE Healthcare directly provides the following:**

Replacement of non-conforming components. **Note:** *Installation, parts, applications training, and on-site service is the Customer's responsibility.*

**T, V and X GE Healthcare directly provides the following:**

Replacement of Product only; GE Healthcare will not replace patient records; and product is warranted only for image legibility. **Note:** *Installation, parts, applications training, and on-site service is the Customer's responsibility.*

**W GE Healthcare directly provides the following:**

Replacement of Product only for Out of Box failure. **Note:** *Installation, parts, applications training, and on-site service is the Customer's responsibility.*

**Y and Z GE Healthcare refers to the Product Manufacturer warranty, which provides the following:**

Basic functional troubleshooting (no technical labor) with supplier phone support and replacement of non-conforming components. **Note:** *All electrical components (excluding the UPS) for Service/Warranty Code Z have a 1-year warranty. For detailed warranty information, please refer to the Product Manufacturer's warranty certificate.*



## Warranty Statement for X-Ray And Image Intensifier Tubes (United States And Canada)

### GE Healthcare

**1. Warranty Scope.** These warranties cover each GE Healthcare X-ray or image intensifier tube ("Tube") listed in the GE Healthcare Quotation. This warranty statement incorporates GE Healthcare's General Terms and Conditions and GE Healthcare's Product Terms and Conditions.

GE Healthcare warrants that, starting with the Warranty Commencement Date and for the Warranty Period (as defined below): (i) the Tube will be free from defects in title, material and workmanship under normal use and service and (ii) except for Tubes manufactured in compliance with Customer's designs or specifications, the Tube will perform substantially in accordance with GE Healthcare's written technical specifications for the Tube (as such specifications exist on the date the Tube is shipped) ("Tube Specifications"). This warranty statement defines GE Healthcare's warranty obligations for both parts and labor and is available only to end-users that purchase Tubes from GE Healthcare or its authorized distributors. The Warranty Period for all warranties, except the warranty of title and the Patent and Copyright Warranty, is limited in time as shown below.

**2. Warranty Commencement Date and Warranty Periods.** The Warranty Period start date ("Warranty Commencement Date") for Tubes supplied as part of a new system installation will be the system installation date. The Warranty Commencement Date for replacement Tubes is determined by (i) the date GE Healthcare installs the Tube or (ii) if the date of installation is unknown, then the date of GE Healthcare's invoice to Customer or GE Healthcare's authorized distributor, as applicable, and in all cases not later than six (6) months following shipment of the Tube by GE Healthcare. The Warranty Periods are determined as follows:

- Customer Receives A New Tube As Part Of A New System Installation: For Tubes furnished to Customer as part of a new system installation, the Warranty Period for the replacement Tube will be the full term of the warranty, as shown in the chart below.
- Customer Pays A Portion Of The Cost For The New Tube (Pro Rata Calculation Table Applies): For Tubes purchased by Customer with A PRO-RATA ALLOWANCE, the Warranty Period for the new Tube will be the full term of the warranty, as shown in the chart below.
- Customer Pays The Entire Cost For The New Tube: For Tubes purchased by Customer with NO PRO-RATA ALLOWANCE, the Warranty Period for the new Tube will be the full term of the warranty, as shown in the chart below.
- GE Healthcare Pays The Entire Cost For The New Tube: For Tubes furnished to Customer under terms of the FULL WARRANTY PERIOD, as described in the chart, the Warranty Period for the new Tube will be the unexpired term of the warranty applicable to the last Tube for which Customer paid all or a portion of the cost of that Tube. (Note that the Warranty Period is not "reset" for Tubes supplied when GE Healthcare pays the entire cost for the replacement Tube.)
- GE Healthcare Supplied Tubes Under A GE Healthcare Tube Contract: For Tubes furnished to Customer under terms of a GE Healthcare Tube contract, refer to the Tube contract terms for discussion of any warranty provisions for the Tube. (Note that in general, at Tube contract termination, GE Healthcare provides no warranty of any kind on the Tube(s) remaining in the system.)

### 3. Remedies

**3.1. General Remedies Terms.** If, within 10 days after Tube failure, Customer notifies GE Healthcare of Customer's warranty claim during the Warranty Period, provides GE Healthcare with the information shown below, and makes the Tube available for service, GE Healthcare will, at its option, either repair, adjust or replace (with new or exchange replacement parts) the non-conforming Tube or parts of the Tube. Customer must provide GE Healthcare in writing (i) GE Healthcare's serial number of the Tube, (ii) the location and GE Healthcare's serial number of the system on which the Tube was installed, (iii) the date the Tube failed, (iv) the date the Tube was removed from service, and (v) the exposure counter reading when the Tube was removed. Warranty service will be performed as detailed below (with some types of service for a charge and other types of service on a no charge basis, as listed below) during GE Healthcare's standard service coverage hours of 8:00 a.m. to 5:00 p.m. (local site time), Monday-Friday, excluding GE Healthcare holidays ("Standard Coverage Hours"), and outside of Standard Coverage Hours at GE Healthcare's then-prevailing service rates (except as otherwise stated herein) and subject to the availability of personnel.

Customer must: (i) use the Tube in accordance with GE Healthcare service instructions and recommendations for the Tube and the system on which it is installed (including warm up and calibration procedures); (ii) perform preventive and corrective maintenance of the Tube utilizing maintenance procedures in accordance with GE Healthcare service instructions and recommendations and using GE Healthcare replacement parts or replacements parts of equivalent quality; and (iii) keep and make available to GE Healthcare, upon request records documenting the above maintenance.

Customer's failure to (i) properly use the Tube, (ii) perform the maintenance described above, (iii) maintain the information required above, (iv) provide the above information or any other information required by this warranty within the designated time periods, or (v) permit GE Healthcare, to verify such information during GE Healthcare's normal working hours will invalidate this warranty.

- 3.2. Determining Tube Charge For Replacement Tubes. Customer will pay the price of the replacement Tube in effect on its delivery date less the applicable Pro Rata Warranty Allowance (if applicable) described in the table that follows. For the purpose of the Pro Rata Warranty 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.
- 3.3. Non-CT Tubes (Radiographic, Radiographic & Fluoroscopic, Vascular, and Mammographic). For Non-CT Tubes, warranty service does not include installation of the replacement Tube in Customer's system, but upon Customer's request, GE Healthcare, will install the Tube at GE Healthcare's then-prevailing service rates. If a replacement Tube is not installed by GE Healthcare, Customer must, not later than 10 days after its installation date, provide GE Healthcare, in writing (i) GE Healthcare's serial number of the replacement Tube, (ii) the location and GE Healthcare's serial number of the system on which the replacement Tube has been installed, (iii) the date of installation, and (iv) the exposure counter reading on the installation date.
- 3.4. CT Tubes Replaced During Full Warranty Period.
- 3.4.1. Determining Labor Charges For Tubes Replaced During Full Warranty Period. No service charges for the installation of the replacement Tube will be billed to Customer for CT Tubes replaced during the Full Warranty Period when those Tubes are replaced during Standard Coverage Hours.
- 3.4.2. GE Healthcare Pays The Entire Cost For The CT Tube. For CT Tubes furnished to Customer under terms of the FULL WARRANTY PERIOD as described in the chart, there is no charge to Customer for GE Healthcare installation costs for installation during Standard Coverage Hours. For services performed outside the Standard Coverage Hours, the service will be provided at GE Healthcare's prevailing service rates at the time of service, less a credit for the comparable service had it been rendered during the Standard Coverage Hours, so that Customer will pay the net difference. No refund or payment will be issued to Customer or other parties who choose to utilize either in-house or third party service providers for installation of the replacement Tube.
- 3.5. CT Tubes Replaced During Pro Rata Warranty Period.
- 3.5.1. Determining Labor Charges For CT Tubes Replaced During Pro Rata Warranty Period: Customer will pay GE Healthcare a service charge for the installation of the replacement CT Tube in effect on the date the service is rendered, less the applicable Pro Rata Labor Allowance. (Note that the Pro Rata Labor Allowance may be applied only to charges by GE Healthcare for GE Healthcare supplied labor.) No refund or payment will be issued to Customer or other parties who choose to utilize either in-house or third party service providers for installation of the replacement Tube. GE Healthcare will make a credit allowance at the billing rate for services performed for installation during Standard Coverage Hours. For services performed outside of Standard Coverage Hours, the service will be performed at GE Healthcare's prevailing service rates at the time of service, less a credit for the comparable service had it been rendered during Standard Coverage Hours, so that Customer will pay the net difference.
- 3.5.2. Customer Pays A Portion Of The Cost For The Replacement Tube: For Tubes furnished to Customer with A PRO-RATA WARRANTY ALLOWANCE to correct the warranty failure, the labor allowance multiplier will be calculated at the same pro-rata rate as is applicable to the part that is being replaced or repaired. That allowance will be applied to the prevailing service rates at time of service. Customer will pay the service charge less the Pro-Rata Labor Allowance amount.

**4. Limitations.** GE Healthcare shall not have any obligation to Customer hereunder if the warranty claim results from or arises out of: (i) the use of the Tube in combination with any hardware, equipment, supplies, accessories or any other materials or services not furnished by GE Healthcare or recommended in writing by GE Healthcare; (ii) the use of the Tube in a manner or environment, or for any purpose, for which GE Healthcare did not design or manufacture it, or in violation of GE Healthcare's recommendations or instructions on use; or (iii) any alteration, modification or enhancement of the Tube by Customer or any third party not authorized or approved in writing by GE Healthcare. In addition, this warranty does not cover the Tube to the extent it is used in any country other than the country to which GE Healthcare ships the Tube (unless GE Healthcare expressly agrees otherwise in writing). In addition, these warranties do not cover: (i) any defect or deficiency (including failure to conform to Tube Specifications that results, in whole or in part, from any improper storage or handling, failure to maintain the Tubes in the manner described in any applicable instructions or specifications or any cause external to the Tubes or beyond GE Healthcare's reasonable control, including, but not limited to, power failure and failure to keep Customer's site clean and free of dust, sand and other particles or debris; (ii) any adjustment, such as alignment, calibration, or other normal preventative maintenance required of Customer; (iii) expendable supply items; and (iv) stockpiling of replacement parts.

**5. Warranty Periods**

TUBE TYPE OR SYSTEM DESCRIPTION (a)	FULL WARRANTY PERIOD (b)	PRO RATA WARRANTY PERIOD (c)
Radiographic	30 days	24 months
Radiographic & Fluoroscopic	30 days	24 months
Vascular	30 days	24 months
Mammographic	30 days (d)	12 months
MX150 Vascular	36 months	N/A
Performix 160A (MX160)	36 months	N/A
MX120 Fluoroscopic	30 days	18 months
CT Max	4,000 slices	40,000 slices or 12 months

TUBE TYPE OR SYSTEM DESCRIPTION (a)	FULL WARRANTY PERIOD (b)	PRO RATA WARRANTY PERIOD (c)
CT 8800/9000 Metal	4,000 slices	40,000 slices or 12 months
CT 8800/9000 Graphite	4,000 slices	40,000 slices or 12 months
GE CGR Graphite	4,000 slices	40,000 slices or 12 months
GE Technicare CT	4,000 slices	40,000 slices or 12 months
CT Pace/Sytec 2000-4000	5,000 slices	80,000 slices or 12 months
CT SRI/Synergy	6,000 slices	80,000 slices or 12 months
CT 9800 Graphite	5,000 slices	80,000 slices or 12 months
HiLight Advantage	5,000 slices	80,000 slices or 12 months
Pegasus on CT/e	5,000 slices	50,000 slices or 12 months
Pegasus on CT/e Dual	30 days	50,000 slices or 12 months
ProSpeed/Sytec 6000-8000	9,000 slices	110,000 slices or 12 months
HiSpeed Advantage on HiSpeed Advantage and CT/I	9,000 slices	140,000 slices or 12 months
Solarix on LX/I, FX/I, DX/I	10,000 slices	100,000 slices or 12 months
Solarix 630 on HiSpeed ZX/I	10,000 slices	100,000 slices or 12 months
Solarix 630 on NX/I Pro	30 days	12 months or 15,000 amp-seconds
Performix-ADV on CT/I	6 months or 100,000 slices, whichever occurs first	N/A
Performix-ADV QX/i	6 months or 30,000 amp-seconds, whichever occurs first	N/A
Performix Ultra on LightSpeed 16, LightSpeed Ultra, LightSpeed Plus, LightSpeed QX/I, HiSpeed QX/I, Discovery LS, Discovery ST	12 months or 70,000 amp-seconds, whichever occurs first	N/A
Performix Ultra on BrightSpeed 16 (Elite), BrightSpeed 8 (Edge), BrightSpeed 4 (Excel)	12 months or 6,000 patient exams, whichever occurs first	N/A
Performix Pro80 (D3634T) on LightSpeed Pro 16, LightSpeed RT	12 months or 70,000 amp-seconds, whichever occurs first	N/A
Performix Pro VCT100 (D3194T) on LightSpeed Pro16	12 months or 70,000 amp-seconds, whichever occurs first	N/A
Performix Pro VCT100 (D3194T) on LightSpeed VCT, LightSpeed VCT Select, LightSpeed RT16, LightSpeed Xtra, Discovery VCT	12 months or 6,000 patient exams, whichever occurs first	N/A
Image Intensifier	30 days	24 months

**COMMENTS**

(a) For actual catalog numbers, please contact your local GE Healthcare representative.

(b) Initial period of time or amount of use after warranty begins during which a full 100% warranty is provided for a Tube that fails.

(c) Maximum period of time or amount of use during which a Pro Rata Warranty Allowance is provided for a Tube that fails. The Pro Rata Warranty Allowance and the Pro Rata Labor Allowance are calculated as follows:

$$1 - \frac{\text{Number of months between date of warranty commencement and date of failure}}{\text{Complete Warranty Time Period}} \times 100$$

OR

$$1 - \frac{\text{Slices Taken or Amp-Seconds}}{\text{Complete Pro Rata Warranty Slice or Amp-Second Amount}} \times 100$$

The Pro Rata Warranty period ends at the expiration of the maximum time period or the maximum usage amount identified in column (c) above, whichever occurs first.

(d) Mammography tubes included with new systems have a full 12 month, non-prorated warranty. Mammography replacement tubes carry a 30 day full warranty/12 month prorated warranty.