

## GENERAL CONDITIONS OF SALES

### § Accessories

- A. General Conditions of Sales for France and other countries except United Kingdom, Belgium, the Netherlands and Italy.
- B. General Conditions of Sales for United Kingdom.
- C. General Conditions of Sales for the Netherlands.
- D. General Conditions of Sales for Italy.

### § ACCESSORIES

General Terms and Conditions of Sale of accessories  
on the site [gemedicalsystemseurope.com](http://gemedicalsystemseurope.com) for  
France and other countries  
except United Kingdom, Belgium, the Netherlands,  
Germany and Italy

#### Recitals:

GENERAL ELECTRIC MEDICAL SYSTEME EUROPE, having its registered offices at 283  
rue de la  
Minière, 78533 Buc Cedex (hereinafter "GEMSE") is developing a sales activity in the field  
of medical  
product accessories (hereinafter the "Products") and is offering its customers (hereinafter the  
"Customer") a distance selling service of Products by Internet on the web site:  
<http://gemedicalsystemseurope.com> (hereinafter the "Site").

The Customer shall be systematically informed of these general terms and conditions of sale  
(hereinafter "General Terms and Conditions of Sale") prior to the confirmation of each order.  
The  
Customer may also print out these General Terms and Conditions of Sale.

#### 1. Purpose

1.1 The Customer shall declare to have read these General Terms and Conditions of Sale  
before  
placing an order of Products. By confirming the order, such as is defined in Article 2 below,  
the  
Customer shall be bound by the General Terms and Conditions of Sale and shall,  
consequently, agree  
to comply with the provisions thereof.

For distributors, revendors or any GE Representatives, The general Terms and Conditions of Sale includes  
GE Integrity Policy Principles. By confirming the order, such as is defined in Article 2 below, the  
distributors, revendors and GE Representatives shall be bound by GE Integrity Policy Principles as defined in Exhibit 1

1.2 The term order (hereinafter the "Order"), for the purposes of these General Terms and Conditions of Sale, shall be understood as meaning all sales of Products made directly or indirectly through the intermediary of the online sales service on the Site.

1.3 These General Terms and Conditions of Sale shall prevail over of all other terms and conditions of sale, in particular those of the Customer, as well as over all other documents addressed by the Customer or all other statements made by the Customer upon confirmation of the Order, unless expressly accepted by GEMSE.

## 2. Order

2.1 For Products intended to be delivered to mainland France, the amount of which is paid online by banker's card, GEMSE shall, upon receipt of the Customer's validation of the Order, carried out by clicking on the "order" icon intended for this purpose, address to the Customer an acknowledgement of receipt (hereinafter "Acknowledgement of Receipt") of the Order by way of a web page summarizing the Order of the Products and the description, quantity, price excluding tax, freight costs, delivery time-limits and the total price all taxes included thereof.

The Customer shall confirm the receipt of the Acknowledgement of Receipt by clicking on the "confirmation" icon, provided for this purpose on said page.

The Order shall be final as from such time as the Customer confirms receipt of the Acknowledgement of Receipt of the Order.

By accepting the Order, the Customer acknowledges having examined the features of the products selected.

2.2 For Products intended to be delivered outside mainland France or for Products, the amount of which is not to be paid by banker's card, GEMSE customer service shall address, upon receipt of the

Customer's validation of the Order, carried out by clicking on the icon "order" intended for this purpose, to the Customer an Acknowledgement of Receipt by electronic mail or by facsimile to the corresponding Internet address or facsimile number respectively, indicated by the Customer on his profile screen.

This Acknowledgement of Receipt of the Order shall summarize the Order of the Products and the description, quantity, price excluding tax, freight costs, delivery time-limits and the total price excluding all taxes thereof, provided that as regards deliveries in mainland France that the total price including the corresponding VAT is specified.

The Customer shall confirm receipt of the Acknowledgement of Receipt by electronic mail or by facsimile and shall confirm his agreement to all the information included therein to the address referred to on the Acknowledgement of Receipt.

The Order shall be final as from such time as the Customer confirms having received the Acknowledgement of Receipt of the Order.

By accepting the Order, the Customer acknowledges having perused the features of the products selected.

2.3 The parties expressly waive the right to contest the validity of the declarations and the Order on the basis that they were made in the context of an exchange of electronic documents on the Internet network. Consequently, the parties agree to consider all electronic documents (i.e. HTML pages and electronic mails), which they shall exchange in the context of the Order, as original documents, fully and completely binding upon them.

The parties therefore agree to assign all electronic documents a cogent value. The value of the evidence shall be that accorded to an original document within the meaning of a written document.

In this respect, all these electronic documents shall be recognized as having the same qualities, as those conferred on traditional documents under legislative and regulatory provisions.

The parties agree to ensure that the content of electronic documents, which they exchange, comply with the obligations set forth in legislative and regulatory provisions and customary trade practices, with which traditional written documents comply.

2.4 GEMSE shall respond to the Orders in function to their order of arrival and insofar as stocks are available. In the event that GEMSE are out of stock, it shall make every effort to contact the Customer in order to offer a new delivery date of the Product(s) ordered, or replacement Product(s), or partial cancellation of the Order for the Product(s) ordered, which are not in stock.

2.5 The Order is personal to the Customer. The Order cannot be transferred without the prior agreement of GEMSE.

### 3. Information and Descriptions

Information provided on the Site, and more specifically GEMSE's descriptions, photographs and notices are given for information purposes only and therefore are of no contractual value, GEMSE being in an position to amend them at any moment without prior notice by reason of, more specifically, evolutions in the economy or in GEMSE's activities.

### 4. Price

4.1 The prices indicated per Product on the Site do not include taxes and are established on the basis of GEMSE's rates applicable as at the date of the Order.

4.2 The total price indicated on the Acknowledgement of Receipt sent by GEMSE shall include freight costs as defined in Article 5 below as well as, where applicable, the amount of the Value Added Tax (VAT), for the deliveries made in mainland France.

4.3 The prices invoiced to the Customer shall be in the Customer's local currency . In any event, all the prices shall also be indicated in Euro.

### 5. Delivery - Freight - Freight Costs

5.1 Irrespective of the destination of the Products and the terms and conditions of the Order, unless otherwise stated in the Acknowledgement of Receipt of the Order, the delivery shall always be made from GEMSE's premises to the address indicated on the Acknowledgement of Receipt.

5.2 The delivery and transfer of risks shall take place upon the handing-over of Products at

GEMSE's factories to the carrier or consignor appointed by the Customer, or in the absence of such appointment, designated by GEMSE, at the cost and risk of the Customer, and in any event, at the latest upon the products leaving the premises.

5.3 All onsite freight, insurance, customs, duties, and handling operations are at the cost and risk of the Customer, who shall verify the consignment upon arrival and shall, if necessary, exercise any recourses against the carrier, even if the consignment is carried out free-of-charge.

5.4 As from the point when the transfer of risks takes place, the Customer shall insure the equipment against all risks (and more specifically freight-related risks), for an amount corresponding to the total value of the Products.

5.5 In the event that the carrier or consignor is designated by GEMSE, the Customer's freight and packaging costs, for all orders less than Euro 155 excluding tax, to be delivered to mainland France, shall amount to Euro 16 excluding tax. In this same event and for all orders exceeding this amount, freight shall be free-of-charge.

5.6 Possible freight charges for countries other than mainland France shall be indicated on the Acknowledgement of Receipt sent to the Customer by electronic mail or by facsimile in accordance with Article 2.2 hereof.

## 6. Delivery Time-limits

6.1 The Products ordered as provided for on the Site shall be delivered in the time-limits indicated in the final confirmation document of the Order made by the Customer as provided for in Article 2 hereof. The delivery time-limits shall be applicable as from receipt of this confirmation.

6.2 Without prejudice to the application of public policy provisions relating to consumer protection law, any delay in delivery shall not give rise to the cancellation of the Order or compensation. Any penalty clause for delay included by the Customer in the Order shall be of no effect pursuant to Article 1.3 hereof.

## 7. Methods of Payment/Security of Transactions

Payment may be made by the following methods:

7.1 All Customers may pay online by Carte Bleue, Visa Card or Mastercard for deliveries to be made in mainland France.

7.2 GEMSE uses a (SSL Secure Socket Layer) payment system. All data relating to the Orders given by the Customer is encrypted so that the information communicated (the payment card number and its date of expiry) are protected during their transmission to the GEMSE's Order processing center.

The Customer's account shall be debited upon acceptance of the transaction by the banking organizations.

GEMSE's referenced Customers may pay by their usual methods of payment. By referenced Customers, it should be understood such Customers that obtain accessories from GEMSE on a regular basis.

7.3 The Customer shall receive confirmation of the Order by means of a paper invoice of the transaction as performed. The Customer shall agree to keep this document as proof of the transaction performed.

## 8. Avoidance Clause

In the event of non-performance by the Customer in full or in part of his obligations, as described herein, GEMSE may avoid the sale as of right and without any judicial formalities being required upon expiry of a period of 30 days from the date GEMSE shall have sent the Customer formal notice of non-performance of his obligations and request to come into compliance by registered letter acknowledgement of receipt.

## 9. Non-professional-Consumer Customers

9.1 Public policy provisions concerning consumer protection, which, when applicable, depart from the stipulations hereof, shall apply to Orders made by non-professional Customers.

9.2 In any event, it shall be understood that the Product(s) which, by application of the consumer's recognized right of withdrawal, are returned to GEMSE within a time limit of seven (7) days as from the date of delivery, shall be sent back at the Customer's own expense, in perfect condition and in their original packaging.

## 10. Force majeure

GEMSE shall in no respect be held liable for any failure in performance of any of its contractual obligations in case of the occurrence of an event of force majeure or an Act of God. The parties agree to apply force majeure to a non-exhaustive list of events even if these events do not present all the features of force majeure, including, but not limited to, fire, explosion or water damage occurring at the premises of GEMSE, its subsidiaries or branches or at the center hosting the Site, any stoppage of work whatsoever by GEMSE or its suppliers, lock out, floods, epidemic, war, requisition, strike, hurricane, tornado, earthquake, revolution, legal moratorium, act of fiat, shortage of raw materials, mechanical or IT accident, shortage of fuels or electricity, interruption or delays in telecommunications, equipment of the center hosting the Site temporarily put out of service.

## 11. Warranty

11.1 New equipment sold by GEMSE shall be warranted against any manufacture defect or defects in the materials making up the Product for a duration of one (1) year as from the date of invoicing.

11.2 All warranties shall be excluded in the event of defects or deterioration resulting from external events, accidents, wear and tear non-conform with GEMSE or the manufacturer's instructions.

11.3 GEMSE shall not warrant Products modified or repaired by the Customer or any other person not authorized by GEMSE, as well as Products, subject-matter of a specific support agreement. In the same respect, the warranty shall not apply to patent defects or defects in terms of Product conformity, for which any claims should be formulated by the Customer to GEMSE and/or the carrier within three (3) days.

11.4 Under this warranty, the only obligation incumbent on GEMSE shall be the reparation and replacement of the Product or of the part recognized as defective and returned to GEMSE. Any Product recognized as being defective shall be returned to GEMSE in its original packaging. The Product shall be returned at the Customer's cost and risks.

11.5 GEMSE shall warrant detached parts (with the exception of spare parts subject to rapid wear and tear) for three (3) months as from the date of delivery, in the context of reparation performed by GEMSE.

11.6 With exception of applicable public policy provisions, more specifically in relations with a non-professional customer, interventions pursuant to this warranty shall not have as an effect the extension of this warranty. This warranty is exclusive of all other warranties, including any explicit or implicit warranty as to fitness for a particular use. It is expressly understood that GEMSE shall not incur any liability for any indirect damage or costs, or for any losses, and more specifically losses in profit, or any damage or costs resulting from the use or the impossibility to use the Product.

## 12. Reparation

12.1 The Customer wishing to have the Product(s), which he has purchased, repaired shall be required to send said Product(s) at his own cost to the GEMSE's Technical Service, the details of which are provided in the "Contacts" chapter of the Site.

12.2 Without prejudice to the application of the warranty provided in Article 11.1 hereof, reparations to be carried out, shall be invoiced at the applicable rate and shall be subject to a prior estimate, which will be sent by GEMSE to the Customer.

12.3 In the event of refusal to accept the estimate for the reparations, the Product(s) to be repaired shall be sent back to the Customer, who will be invoiced a sum equivalent to the amount of one hour repairs by the Technical Service and the freight costs to return the Product(s).

## 13. Maintenance upon expiry of the Warranty

13.1 Upon expiry of the contractual warranty as provided in Article 11 hereof, GEMSE may warrant the maintenance of Products included in its catalog and presented on its Site, after having studied the possible client's order.

13.2 Products, which are not the subject-matter of a specific agreement, may nevertheless be repaired by GEMSE. GEMSE shall invoice the Customer on the basis of its After Sales Service rate in

force on the date of such repairs (the rate and the general terms and conditions of the After Sales Service shall be available from GEMSE) .

#### 14. Reservation of Title

14.1 GEMSE expressly reserves title to the Products delivered until payment in full of their sale price and interests, costs and incidentals.

14.2 In this respect, the remittance of a draft, check or other title creating an obligation to pay shall not constitute payment, for the purposes of this article. Payment shall only be considered to have been carried out upon the effective collection of payment of the price by GEMSE.

14.3 The risks shall be transferred to the Customer as from the delivery of the Products. The Customer agrees to exercise full care in keeping and preserving the Products and to take out insurance in order to cover any damage which the Products may incur or any events of claim in connection therewith.

14.4 Up until full payment has been made, the Customer shall not place any lien on the Products, or use the Products in any respect whatsoever as security. However, the Customer may use the Products in the normal context of his activity, but shall not be authorized to modify or sell them until full payment is made. The Customer agrees to post the Products purchased on a separate item line on his balance sheet.

14.5 In the event of non-payment in full or in part of the Products by the Customer, as well as in the event of suspension of payments by the Customer, GEMSE, without losing any of its rights, may lay claim to the Products. GEMSE may take an inventory of the Products, in the Customer's possession, for which payment has not been made, in the presence of both parties, up to the claim of the defaulting Customer, without the possibility of the Customer asserting any compensation, consignment or offer of consignment against GEMSE. Any advances or other amounts that may have been paid to GEMSE shall vest with GEMSE, on the basis of the penalty clause

14.6 In any event, the costs, which may be incurred in order to have the products returned shall lie with the Customer.

## 15. Personal Data

With exception of information concerning the number of the payment card and the date of its expiry which, pursuant to the SSL system, remains confidential, information requested from the Customer necessary for the processing of the Order may be used under the terms and conditions provided for in the Legal Informations (Privacy Policy) of the General Terms and Conditions of the Site.

## 16. Filed Trademarks

All trademarks of Products presented and sold on GEMSE's Site shall have been duly filed and shall be protected by law.

## 17. Applicable Law and Attribution of Jurisdiction

17.1 These General Terms and Conditions of Sale shall be governed by French law, with the exception of any national, European Community, or international conventions or regulations, the provisions of which are mandatory.

17.2 In the failure to reach a settlement agreement, any lawsuit relating to the interpretation and/or performance of these General Terms and Conditions of Sale or any sale subject thereto, shall fall within the exclusive jurisdiction of the Commercial Court of Versailles, this being the jurisdiction of GEMSE's registered offices.

General Terms and Conditions of Sale  
of accessories on the site [gemedicalsystemseurope.com](http://gemedicalsystemseurope.com)  
for United Kingdom.

Recitals:

I.G.E Medical Systems Limited

, having its registered offices

Coolidge House  
352 Buckingham Avenue  
Slough  
Berkshire SL1 4ER  
Tel: 01753 874 000  
Fax: 01753 696 067

(hereinafter "GEMSE") is developing a sales activity in the field of medical product accessories (hereinafter the "Products") and is offering its customers (hereinafter the "Customer") a distance selling service of Products by Internet on the web site: <http://www.gemedicalsystemseurope.com> (hereinafter the "Site").

The Customer shall be systematically informed of these general terms and conditions of sale (hereinafter "General Terms and Conditions of Sale") prior to the confirmation of each order. The Customer may also print out these General Terms and Conditions of Sale.

## 1. Purpose

1.1 The Customer shall declare to have read these General Terms and Conditions of Sale before placing an order of Products. By confirming the order, such as is defined in Article 2 below, the Customer shall be bound by the General Terms and Conditions of Sale and shall, consequently, agree to comply with the provisions thereof.

For distributors, revendors or any GE Representatives, The general Terms and Conditions of Sale includes GE Integrity Policy Principles. By confirming the order, such as is defined in Article 2 below, the distributors, revendors and GE Representatives shall be bound by GE Integrity Policy Principles as defined in Exhibit 1

1.2 The term order (hereinafter the "Order"), for the purposes of these General Terms and Conditions of Sale, shall be understood as meaning all sales of Products made directly or indirectly through the intermediary of the online sales service on the Site.

1.3 These General Terms and Conditions of Sale shall prevail over of all other terms and conditions of sale, in particular those of the Customer, as well as over all other documents addressed by the Customer or all other statements made by the Customer upon confirmation of the Order, unless expressly accepted by GEMSE.

## 2. Order

2.1 For Products, the amount of which is paid online by banker's card, GEMSE shall, upon receipt of the Customer's validation of the Order, carried out by clicking on the "order" icon intended for this purpose, address to the Customer an acknowledgement of receipt (hereinafter "Acknowledgement of Receipt") of the Order by way of a web page summarizing the Order of the Products and the description, quantity, price excluding tax, freight costs, delivery time-limits and the total price all taxes included thereof.

The Customer shall confirm the receipt of the Acknowledgement of Receipt by on the "confirmation" icon, provided for this purpose on said page.

The Order shall be final as from such time as the Customer confirms receipt of the Acknowledgement of Receipt of the Order.

By accepting the Order, the Customer acknowledges having examined the features of the products selected.

2.2 For Products, the amount of which is not to be paid by banker's card, GEMSE customer service shall address, upon receipt of the Customer's validation of the Order, carried out by clicking on the icon "order" intended for this purpose, to the Customer an Acknowledgement of Receipt by electronic mail or by facsimile to the corresponding Internet address or facsimile number respectively, indicated by the Customer on his profile screen.

This Acknowledgement of Receipt of the Order shall summarize the Order of the Products and the description, quantity, price excluding tax, freight costs, delivery time-limits and the total price including all taxes thereof.

The Customer shall confirm receipt of the Acknowledgement of Receipt by electronic mail or by facsimile and shall confirm his agreement to all the information included therein to the address referred to on the Acknowledgement of Receipt.

The Order shall be final as from such time as the Customer confirms having received the Acknowledgement of Receipt of the Order.

By accepting the Order, the Customer acknowledges having perused the features of the products selected.

2.3 The parties expressly waive the right to contest the validity of the declarations and the Order on the basis that they were made in the context of an exchange of electronic documents on the Internet network. Consequently, the parties agree to consider all electronic documents (i.e. HTML pages and electronic mails), which they shall exchange in the context of the Order, as original documents, fully and completely binding upon them.

The parties therefore agree to assign all electronic documents a cogent value. The value of the evidence shall be that accorded to an original document within the meaning of a written document.

In this respect, all these electronic documents shall be recognized as having the same qualities, as those conferred on traditional documents under legislative and regulatory provisions.

The parties agree to ensure that the content of electronic documents, which they exchange, comply with the obligations set forth in legislative and regulatory provisions and customary trade practices, with which traditional written documents comply.

2.4 GEMSE shall respond to the Orders in function to their order of arrival and insofar as stocks are available. In the event that GEMSE are out of stock, it shall make every effort to contact the Customer in order to offer a new delivery date of the Product(s) ordered, or replacement Product(s), or partial cancellation of the Order for the Product(s) ordered, which are not in stock.

2.5 The Order is personal to the Customer. The Order cannot be transferred without the prior agreement of GEMSE.

### 3. Information and Descriptions

Information provided on the Site, and more specifically GEMSE's descriptions, photographs and notices are given for information purposes only and therefore are of no contractual value, GEMSE being in a position to amend them at any moment without prior notice by reason of, more specifically, evolutions in the economy or in GEMSE's activities.

#### 4. Price

4.1 The prices indicated per Product on the Site do not include taxes and are established on the basis of GEMSE's rates applicable as at the date of the Order.

4.2 The total price indicated on the Acknowledgement of Receipt sent by GEMSE shall include freight costs as defined in Article 5 below as well as the amount of the Value Added Tax (VAT).

4.3 The prices invoiced to the Customer shall be in the Customer's local currency as indicated in the profile screen filled out by him in order to access the Product catalog on the Site. In any event, all the prices shall also be indicated in Euro.

#### 5. Delivery - Freight - Freight Costs

5.1 Irrespective of the destination of the Products and the terms and conditions of the Order, unless otherwise stated in the Acknowledgement of Receipt of the Order, the delivery shall always be made from GEMSE's premises to the address indicated on the Acknowledgement of Receipt.

5.2 The delivery and transfer of risks shall take place upon the handing-over of Products at GEMSE's factories to the carrier or consignor appointed by the Customer, or in the absence of such appointment, designated by GEMSE, at the cost and risk of the Customer, and in any event, at the latest upon the products leaving the premises.

5.3 All onsite freight, insurance, customs, duties, and handling operations are at the cost and risk of the Customer, who shall verify the consignment upon arrival and shall, if necessary, exercise any recourses against the carrier, even if the consignment is carried out free-of-charge.

5.4 As from the point when the transfer of risks takes place, the Customer shall insure the equipment against all risks (and more specifically freight-related risks), for an amount corresponding to the total value of the Products.

5.5 In the event that the carrier or consignor is designated by GEMSE, the Customer's freight and packaging costs, for all orders less than Euro 155 excluding tax, to be delivered to the United-Kingdom

and Wales shall amount to Euro 16 excluding tax. In this same event and for all orders exceeding this amount, freight shall be free-of-charge.

## 6. Delivery Time-limits

6.1 The Products ordered as provided for on the Site shall be delivered in the time-limits indicated in the final confirmation document of the Order made by the Customer as provided for in Article 2 hereof. The delivery time-limits shall be applicable as from receipt of this confirmation.

6.2 Without prejudice to the application of public policy provisions relating to consumer protection law, any delay in delivery shall not give rise to the cancellation of the Order or compensation. Any penalty clause for delay included by the Customer in the Order shall be of no effect pursuant to Article 1.3 hereof.

## 7. Methods of Payment/Security of Transactions

Payment may be made by the following methods:

7.1 All Customers may pay online by Visa Card or Mastercard.

7.2 GEMSE uses a (SSL Secure Socket Layer) payment system. All data relating to the Orders given by the Customer is encrypted so that the information communicated (the payment card number and its date of expiry) are protected during their transmission to the GEMSE's Order processing center.

The Customer's account shall be debited upon acceptance of the transaction by the banking organizations.

7.3 GEMSE's referenced Customers may pay by their usual methods of payment. By referenced Customers, it should be understood such Customers that obtain accessories from GEMSE on a regular basis.

7.4 The Customer shall receive confirmation of the Order by means of a paper invoice of the transaction as performed. The Customer shall agree to keep this document as proof of the transaction performed.

## 8. Avoidance Clause

In the event of non-performance by the Customer in full or in part of his obligations, as described herein, GEMSE may avoid the sale as of right and without any judicial formalities being required upon expiry of a period of 30 days from the date GEMSE shall have sent the Customer formal notice of non-performance of his obligations and request to come into compliance by registered letter acknowledgement of receipt.

## 9. Non-professional-Consumer Customers

9.1 Public policy provisions concerning consumer protection, which, when applicable, depart from the stipulations hereof, shall apply to Orders made by non-professional Customers.

9.2 In any event, it shall be understood that the Product(s) which, by application of the consumer's recognized right of withdrawal, are returned to GEMSE within a time limit of seven (7) days as from the date of delivery, shall be sent back at the Customer's own expense, in perfect condition and in their original packaging.

## 10. Force majeure

GEMSE shall in no respect be held liable for any failure in performance of any of its contractual obligations in case of the occurrence of an event of force majeure or an Act of God. The parties agree to apply force majeure to a non-exhaustive list of events even if these events do not present all the features of force majeure, including, but not limited to, fire, explosion or water damage occurring at the premises of GEMSE, its subsidiaries or branches or at the center hosting the Site, any stoppage of work whatsoever by GEMSE or its suppliers, lock out, floods, epidemic, war, requisition, strike, hurricane, tornado, earthquake, revolution, legal moratorium, act of fiat, shortage of raw materials, mechanical or IT accident, shortage of fuels or electricity, interruption or delays in telecommunications, equipment of the center hosting the Site temporarily put out of service.

## 11. Warranty

11.1 New equipment sold by GEMSE shall be warranted against any manufacture defect or defects in the materials making up the Product for a duration of one (1) year as from the date of invoicing.

11.2 All warranties shall be excluded in the event of defects or deterioration resulting from external events, accidents, wear and tear non-conform with GEMSE or the manufacturer's instructions.

11.3 GEMSE shall not warrant Products modified or repaired by the Customer or any other person not authorized by GEMSE, as well as Products, subject-matter of a specific support agreement. In the same respect, the warranty shall not apply to patent defects or defects in terms of Product conformity, for which any claims should be formulated by the Customer to GEMSE and/or the carrier within three (3) days.

11.4 Under this warranty, the only obligation incumbent on GEMSE shall be the reparation and replacement of the Product or of the part recognized as defective and returned to GEMSE. Any Product recognized as being defective shall be returned to GEMSE in its original packaging. The Product shall be returned at the Customer's cost and risks.

11.5 GEMSE shall warrant detached parts (with the exception of spare parts subject to rapid wear and tear) for three (3) months as from the date of delivery, in the context of reparation performed by GEMSE.

11.6 With exception of applicable public policy provisions, more specifically in relations with a non-professional customer, interventions pursuant to this warranty shall not have as an effect the extension of this warranty. This warranty is exclusive of all other warranties, including any explicit or implicit warranty as to fitness for a particular use. It is expressly understood that GEMSE shall not incur any liability for any indirect damage or costs, or for any losses, and more specifically losses in profit, or any damage or costs resulting from the use or the impossibility to use the Product.

## 12. Reparation

12.1 The Customer wishing to have the Product(s), which he has purchased, repaired shall be required to send said Product(s) at his own cost to the GEMSE's Technical Service, the details of which are provided in the "Contacts" chapter of the Site.

12.2 Without prejudice to the application of the warranty provided in Article 11.1 hereof,

repairs to be carried out, shall be invoiced at the applicable rate and shall be subject to a prior estimate, which will be sent by GEMSE to the Customer.

12.3 In the event of refusal to accept the estimate for the repairs, the Product(s) to be repaired shall be sent back to the Customer, who will be invoiced a sum equivalent to the amount of one hour repairs by the Technical Service and the freight costs to return the Product(s).

### 13. Maintenance upon expiry of the Warranty

13.1 Upon expiry of the contractual warranty as provided in Article 11 hereof, GEMSE may warrant the maintenance of Products included in its catalog and presented on its Site, having studied the client's possible order.

13.2 Products, which are not the subject-matter of a specific agreement, may nevertheless be repaired by GEMSE. GEMSE shall invoice the Customer on the basis of its After Sales Service rate in force on the date of such repairs (the rate and the general terms and conditions of the After Sales Service shall be available from GEMSE).

### 14. Reservation of Title

14.1 GEMSE expressly reserves title to the Products delivered until payment in full of their sale price and interests, costs and incidentals.

14.2 In this respect, the remittance of a draft, check or other title creating an obligation to pay shall not constitute payment, for the purposes of this article. Payment shall only be considered to have been carried out upon the effective collection of payment of the price by GEMSE.

14.3 The risks shall be transferred to the Customer as from the delivery of the Products.

14.4 Up until full payment has been made, the Customer shall not place any lien on the Products, or use the Products in any respect whatsoever as security. However, the Customer may use the Products in the normal context of his activity, but shall not be authorized to modify or sell them until full payment is made. The Customer agrees to post the Products purchased on a separate item line on his balance sheet.

14.5 In the event of non-payment in full or in part of the Products by the Customer, as well as in the event of suspension of payments by the Customer, GEMSE, without losing any of its rights, may lay claim to the Products. GEMSE may take an inventory of the Products, in the Customer's possession, for which payment has not been made, in the presence of both parties, up to the claim of the defaulting Customer, without the possibility of the Customer asserting any compensation, consignment or offer of consignment against GEMSE. Any advances or other amounts that may have been paid to GEMSE shall vest with GEMSE, on the basis of the penalty clause

14.6 In any event, the costs, which may be incurred in order to have the products returned shall lie with the Customer.

## 15. Personal Data

With exception of information concerning the number of the payment card and the date of its expiry which, pursuant to the SSL system, remains confidential, information requested from the Customer necessary for the processing of the Order may be used under the terms and conditions provided for in the Legal Informations (Privacy Policy) of the General Terms and Conditions of the Site.

## 16. Filed Trademarks

All trademarks of Products presented and sold on GEMSE's Site shall have been duly filed and shall be protected by law.

## 17. Applicable Law and Attribution of Jurisdiction

The Order and any resulting contract shall be governed by the laws of England and shall be subject to the exclusive jurisdiction of the English Courts.

General Terms and Conditions of Sale  
of accessories on the site [gemedicalsystemseurope.com](http://gemedicalsystemseurope.com)  
for The Netherlands.

Recitals:

GE MEDICAL SYSTEMS NETHERLANDS

, having its registered offices

HAMBAKENWETERING  
1 Postal Code 5231 DD  
S'HERTOGENBOSCH  
NETHERLANDS

(hereinafter "GEMSE") is developing a sales activity in the field of medical product accessories (hereinafter the "Products") and is offering its customers (hereinafter the "Customer") a distance selling service of Products by Internet on the web site: <http://www.gemedicalsystemseurope.com> (hereinafter the "Site").

The Customer shall be systematically informed of these general terms and conditions of sale (hereinafter "General Terms and Conditions of Sale") prior to the confirmation of each order. The Customer may also print out these General Terms and Conditions of Sale.

## 1. Purpose

1.1 The Customer shall declare to have read these General Terms and Conditions of Sale before placing an order of Products. By confirming the order, such as is defined in Article 2 below, the Customer shall be bound by the General Terms and Conditions of Sale and shall, consequently, agree to comply with the provisions thereof.

For distributors, revendors or any GE Representatives, The general Terms and Conditions of Sale includes GE Integrity Policy Principles. By confirming the order, such as is defined in Article 2 below, the distributors, revendors and GE Representatives shall be bound by GE Integrity Policy Principles as defined in Exhibit 1

1.2 The term order (hereinafter the "Order"), for the purposes of these General Terms and Conditions of Sale, shall be understood as meaning all sales of Products made directly or indirectly through the intermediary of the online sales service on the Site.

1.3 These General Terms and Conditions of Sale shall prevail over of all other terms and

conditions of sale, in particular those of the Customer, as well as over all other documents addressed by the Customer or all other statements made by the Customer upon confirmation of the Order, unless expressly accepted by GEMSE.

## 2. Order

2.1 For Products, the amount of which is paid online by banker's card, GEMSE shall, upon receipt of the Customer's validation of the Order, carried out by clicking on the "order" icon intended for this purpose, address to the Customer an acknowledgement of receipt (hereinafter "Acknowledgement of Receipt") of the Order by way of a web page summarizing the Order of the Products and the description, quantity, price excluding tax, freight costs, delivery time-limits and the total price all taxes included thereof.

The Customer shall confirm the receipt of the Acknowledgement of Receipt by clicking on the "confirmation" icon, provided for this purpose on said page.

The Order shall be final as from such time as the Customer confirms receipt of the Acknowledgement of Receipt of the Order.

By accepting the Order, the Customer acknowledges having examined the features of the products selected.

2.2 For Products, the amount of which is not to be paid by banker's card, GEMSE customer service shall address, upon receipt of the Customer's validation of the Order, carried out by clicking on the icon "order" intended for this purpose, to the Customer an Acknowledgement of Receipt by electronic mail or by facsimile to the corresponding Internet address or facsimile number respectively, indicated by the Customer on his profile screen.

This Acknowledgement of Receipt of the Order shall summarize the Order of the Products and the description, quantity, price excluding tax, freight costs, delivery time-limits and the total price including all taxes thereof.

The Customer shall confirm receipt of the Acknowledgement of Receipt by electronic mail or by

facsimile and shall confirm his agreement to all the information included therein to the address referred to on the Acknowledgement of Receipt.

The Order shall be final as from such time as the Customer confirms having received the Acknowledgement of Receipt of the Order.

By accepting the Order, the Customer acknowledges having perused the features of the products selected.

2.3 The parties expressly waive the right to contest the validity of the declarations and the Order on the basis that they were made in the context of an exchange of electronic documents on the Internet network. Consequently, the parties agree to consider all electronic documents (i.e. HTML pages and electronic mails), which they shall exchange in the context of the Order, as original documents, fully and completely binding upon them.

The parties therefore agree to assign all electronic documents a cogent value. The value of the evidence shall be that accorded to an original document within the meaning of a written document.

In this respect, all these electronic documents shall be recognized as having the same qualities, as those conferred on traditional documents under legislative and regulatory provisions.

The parties agree to ensure that the content of electronic documents, which they exchange, comply with the obligations set forth in legislative and regulatory provisions and customary trade practices, with which traditional written documents comply.

2.4 GEMSE shall respond to the Orders in function to their order of arrival and insofar as stocks are available. In the event that GEMSE are out of stock, it shall make every effort to contact the Customer in order to offer a new delivery date of the Product(s) ordered, or replacement Product(s), or partial cancellation of the Order for the Product(s) ordered, which are not in stock.

2.5 The Order is personal to the Customer. The Order cannot be transferred without the prior agreement of GEMSE.

### 3. Information and Descriptions

Information provided on the Site, and more specifically GEMSE's descriptions, photographs and

notices are given for information purposes only and therefore are of no contractual value, GEMSE being in an position to amend them at any moment without prior notice by reason of, more specifically, evolutions in the economy or in GEMSE's activities.

#### 4. Price

4.1 The prices indicated per Product on the Site do not include taxes and are established on the basis of GEMSE's rates applicable as at the date of the Order.

4.2 The total price indicated on the Acknowledgement of Receipt sent by GEMSE shall include freight costs as defined in Article 5 below as well as the amount of the Value Added Tax (VAT).

4.3 The prices invoiced to the Customer shall be in the Customer's local currency as indicated in the profile screen filled out by him in order to access the Product catalog on the Site. In any event, all the prices shall also be indicated in Euro.

#### 5. Delivery - Freight - Freight Costs

5.1 Irrespective of the destination of the Products and the terms and conditions of the Order, unless otherwise stated in the Acknowledgement of Receipt of the Order, the delivery shall always be made from GEMSE's premises to the address indicated on the Acknowledgement of Receipt.

5.2 The delivery and transfer of risks shall take place upon the handing-over of Products at GEMSE's factories to the carrier or consignor appointed by the Customer, or in the absence of such appointment, designated by GEMSE, at the cost and risk of the Customer, and in any event, at the latest upon the products leaving the premises.

5.3 All onsite freight, insurance, customs, duties, and handling operations are at the cost and risk of the Customer, who shall verify the consignment upon arrival and shall, if necessary, exercise any recourses against the carrier, even if the consignment is carried out free-of-charge.

5.4 As from the point when the transfer of risks takes place, the Customer shall insure the equipment against all risks (and more specifically freight-related risks), for an amount corresponding to the total value of the Products.

5.5 In the event that the carrier or consignor is designated by GEMSE, the Customer's freight and packaging costs, for all orders less than Euro 155 excluding tax, to be delivered to The Netherlands shall amount to Euro 16 excluding tax. In this same event and for all orders exceeding this amount, freight shall be free-of-charge.

## 6. Delivery Time-limits

6.1 The Products ordered as provided for on the Site shall be delivered in the time-limits indicated in the final confirmation document of the Order made by the Customer as provided for in Article 2 hereof. The delivery time-limits shall be applicable as from receipt of this confirmation.

6.2 Without prejudice to the application of public policy provisions relating to consumer protection law, any delay in delivery shall not give rise to the cancellation of the Order or compensation. Any penalty clause for delay included by the Customer in the Order shall be of no effect pursuant to Article 1.3 hereof.

## 7. Methods of Payment/Security of Transactions

Payment may be made by the following methods:

7.1 All Customers may pay online by Visa Card or Mastercard.

7.2 GEMSE uses a (SSL Secure Socket Layer) payment system. All data relating to the Orders given by the Customer is encrypted so that the information communicated (the payment card number and its date of expiry) are protected during their transmission to the GEMSE's Order processing center. The Customer's account shall be debited upon acceptance of the transaction by the banking organizations.

GEMSE's referenced Customers may pay by their usual methods of payment. By referenced Customers, it should be understood such Customers that obtain accessories from GEMSE on a regular basis.

7.3 The Customer shall receive confirmation of the Order by means of a paper invoice of the

transaction as performed. The Customer shall agree to keep this document as proof of the transaction performed.

## 8. Avoidance Clause

In the event of non-performance by the Customer in full or in part of his obligations, as described herein, GEMSE may avoid the sale as of right and without any judicial formalities being required upon expiry of a period of 30 days from the date GEMSE shall have sent the Customer formal notice of non-performance of his obligations and request to come into compliance by registered letter acknowledgement of receipt.

## 9. Non-professional Consumer Customers

9.1 Public policy provisions concerning consumer protection, which, when applicable, depart from the stipulations hereof, shall apply to Orders made by non-professional Customers.

9.2 In any event, it shall be understood that the Product(s) which, by application of the consumer's recognized right of withdrawal, are returned to GEMSE within a time limit of seven (7) days as from the date of delivery, shall be sent back at the Customer's own expense, in perfect condition and in their original packaging.

## 10. Force majeure

GEMSE shall in no respect be held liable for any failure in performance of any of its contractual obligations in case of the occurrence of an event of force majeure or an Act of God. The parties agree to apply force majeure to a non-exhaustive list of events even if these events do not present all the features of force majeure, including, but not limited to, fire, explosion or water damage occurring at the premises of GEMSE, its subsidiaries or branches or at the center hosting the Site, any stoppage of work whatsoever by GEMSE or its suppliers, lock out, floods, epidemic, war, requisition, strike, hurricane, tornado, earthquake, revolution, legal moratorium, act of fiat, shortage of raw materials, mechanical or IT accident, shortage of fuels or electricity, interruption or delays in telecommunications, equipment of the center hosting the Site temporarily put out of service.

## 11. Warranty

11.1 New equipment sold by GEMSE shall be warranted against any manufacture defect or defects in the materials making up the Product for a duration of one (1) year as from the date of invoicing.

11.2 All warranties shall be excluded in the event of defects or deterioration resulting from external events, accidents, wear and tear non-conform with GEMSE or the manufacturer's instructions.

11.3 GEMSE shall not warrant Products modified or repaired by the Customer or any other person not authorized by GEMSE, as well as Products, subject-matter of a specific support agreement. In the same respect, the warranty shall not apply to patent defects or defects in terms of Product conformity, for which any claims should be formulated by the Customer to GEMSE and/or the carrier within three (3) days.

11.4 Under this warranty, the only obligation incumbent on GEMSE shall be the reparation and replacement of the Product or of the part recognized as defective and returned to GEMSE. Any Product recognized as being defective shall be returned to GEMSE in its original packaging. The Product shall be returned at the Customer's cost and risks.

11.5 GEMSE shall warrant detached parts (with the exception of spare parts subject to rapid wear and tear) for three (3) months as from the date of delivery, in the context of reparation performed by GEMSE.

11.6 With exception of applicable public policy provisions, more specifically in relations with a non-professional customer, interventions pursuant to this warranty shall not have as an effect the extension of this warranty. This warranty is exclusive of all other warranties, including any explicit or implicit warranty as to fitness for a particular use. It is expressly understood that GEMSE shall not incur any liability for any indirect damage or costs, or for any losses, and more specifically losses in profit, or any damage or costs resulting from the use or the impossibility to use the Product.

## 12. Reparation

12.1 The Customer wishing to have the Product(s), which he has purchased, repaired shall be

required to send said Product(s) at his own cost to the GEMSE's Technical Service, the details of which are provided in the "Contacts" chapter of the Site.

12.2 Without prejudice to the application of the warranty provided in Article 11.1 hereof, reparations to be carried out, shall be invoiced at the applicable rate and shall be subject to a prior estimate, which will be sent by GEMSE to the Customer.

12.3 In the event of refusal to accept the estimate for the reparations, the Product(s) to be repaired shall be sent back to the Customer, who will be invoiced a sum equivalent to the amount of one hour repairs by the Technical Service and the freight costs to return the Product(s).

### 13. Maintenance upon expiry of the Warranty

13.1 Upon expiry of the contractual warranty as provided in Article 11 hereof, GEMSE may warrant the maintenance of Products included in its catalog and presented on its Site, having studied the client's possible order.

13.2 Products, which are not the subject-matter of a specific agreement, may nevertheless be repaired by GEMSE. GEMSE shall invoice the Customer on the basis of its After Sales Service rate in force on the date of such repairs (the rate and the general terms and conditions of the After Sales Service shall be available from GEMSE).

### 14. Reservation of Title

14.1 GEMSE expressly reserves title to the Products delivered until payment in full of their sale price and interests, costs and incidentals.

14.2 In this respect, the remittance of a draft, check or other title creating an obligation to pay shall not constitute payment, for the purposes of this article. Payment shall only be considered to have been carried out upon the effective collection of payment of the price by GEMSE.

14.3 The risks shall be transferred to the Customer as from the delivery of the Products. The Customer agrees to exercise full care in keeping and preserving the Products and to take out insurance in order to cover any damage which the Products may incur or any events of claim in connection therewith.

14.4 Up until full payment has been made, the Customer shall not place any lien on the Products,  
or use the Products in any respect whatsoever as security. However, the Customer may use the  
Products in the normal context of his activity, but shall not be authorized to modify or sell  
them until  
full payment is made. The Customer agrees to post the Products purchased on a separate item  
line  
on his balance sheet.

14.5 In the event of non-payment in full or in part of the Products by the Customer, as well  
as in  
the event of suspension of payments by the Customer, GEMSE, without losing any of its  
rights, may  
lay claim to the Products. GEMSE may take an inventory of the Products, in the Customer's  
possession, for which payment has not been made, in the presence of both parties, up to the  
claim of  
the defaulting Customer, without the possibility of the Customer asserting any compensation,  
consignment or offer of consignment against GEMSE. Any advances or other amounts that  
may have  
been paid to GEMSE shall vest with GEMSE, on the basis of the penalty clause

14.6 In any event, the costs, which may be incurred in order to have the products returned,  
shall  
lie with the Customer.

## 15. Personal Data

With exception of information concerning the number of the payment card and the date of its  
expiry  
which, pursuant to the SSL system, remains confidential, information requested from the  
Customer  
necessary for the processing of the Order may be used under the terms and conditions  
provided for in  
the Legal Informations (Privacy Policy) of the General Terms and Conditions of the Site.

## 16. Filed Trademarks

All trademarks of Products presented and sold on GEMSE's Site shall have been duly filed  
and shall be  
protected by law.

## 17. Applicable Law and Attribution of Jurisdiction

17.1 These General Terms and Conditions of Sale shall be governed by the law of The  
Netherlands,  
with the exception of any national, European Community, or international conventions or  
regulations,

the provisions of which are mandatory.

17.2 In the failure to reach a settlement agreement, any lawsuit relating to the interpretation and/or performance of these General Terms and Conditions of Sale or any sale subject thereto, shall fall within the exclusive jurisdiction of the Court of the Netherlands.

General Terms and Conditions of Sale  
of accessories on the site [gemedicalsystemseurope.com](http://gemedicalsystemseurope.com)  
for Italy.

Recitals:

GE MEDICAL SYSTEMS ITALY S.P.A  
having offices at  
VIALE FULVIO TESTI, 280 - B 20126 MILANO  
ITALY

(hereinafter "GEMSE") is developing a sales activity in the field of medical product accessories (hereinafter the "Products") and is offering its customers (hereinafter the "Customer") a distance selling service of Products by Internet on the web site: <http://www.gemedicalsystemseurope.com> (hereinafter the "Site").

The Customer shall be systematically informed of these general terms and conditions of sale (hereinafter "General Terms and Conditions of Sale") prior to the confirmation of each order. The Customer may also print out these General Terms and Conditions of Sale.

## 1. Purpose

1.1 The Customer shall declare to have read these General Terms and Conditions of Sale before placing an order of Products. By confirming the order, such as is defined in Article 2 below, the Customer shall be bound by the General Terms and Conditions of Sale and shall, consequently, agree to comply with the provisions thereof.

For distributors, revendors or any GE Representatives, The general Terms and Conditions of Sale includes

GE Integrity Policy Principles. By confirming the order, such as is defined in Article 2 below, the distributors, revendors and GE Representatives shall be bound by GE Integrity Policy Principles as defined in Exhibit 1

1.2 The term order (hereinafter the "Order"), for the purposes of these General Terms and Conditions of Sale, shall be understood as meaning all sales of Products made directly or indirectly through the intermediary of the online sales service on the Site.

1.3 These General Terms and Conditions of Sale shall prevail over of all other terms and conditions of sale, in particular those of the Customer, as well as over all other documents addressed by the Customer or all other statements made by the Customer upon confirmation of the Order, unless expressly accepted by GEMSE.

## 2. Order

2.1 For Products, the amount of which is paid online by banker's card, GEMSE shall, upon receipt of the Customer's validation of the Order, carried out by clicking on the "order" icon intended for this purpose, address to the Customer an acknowledgement of receipt (hereinafter "Acknowledgement of Receipt") of the Order by way of a web page summarizing the Order of the Products and the description, quantity, price excluding tax, freight costs, delivery time-limits and the total price all taxes included thereof.

The Customer shall confirm the receipt of the Acknowledgement of Receipt by clicking on the "confirmation" icon, provided for this purpose on said page.

The Order shall be final as from such time as the Customer confirms receipt of the Acknowledgement of Receipt of the Order.

By accepting the Order, the Customer acknowledges having examined the features of the products selected.

2.2 For Products, the amount of which is not to be paid by banker's card, GEMSE customer service shall address, upon receipt of the Customer's validation of the Order, carried out by clicking on the icon "order" intended for this purpose, to the Customer an Acknowledgement of Receipt by electronic

mail or by facsimile to the corresponding Internet address or facsimile number respectively, indicated by the Customer on his profile screen.

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The Customer shall confirm receipt of the Acknowledgement of Receipt by electronic mail or by facsimile and shall confirm his agreement to all the information included therein to the address referred to on the Acknowledgement of Receipt.

The Order shall be final as from such time as the Customer confirms having received the Acknowledgement of Receipt of the Order.

By accepting the Order, the Customer acknowledges having perused the features of the products selected.

2.3 The parties expressly waive the right to contest the validity of the declarations and the Order on the basis that they were made in the context of an exchange of electronic documents on the Internet network. Consequently, the parties agree to consider all electronic documents (i.e. HTML pages and electronic mails), which they shall exchange in the context of the Order, as original documents, fully and completely binding upon them.

The parties therefore agree to assign all electronic documents a cogent value. The value of the evidence shall be that accorded to an original document within the meaning of a written document.

In this respect, all these electronic documents shall be recognized as having the same qualities, as those conferred on traditional documents under legislative and regulatory provisions.

The parties agree to ensure that the content of electronic documents, which they exchange, comply with the obligations set forth in legislative and regulatory provisions and customary trade practices, with which traditional written documents comply.

2.4 GEMSE shall respond to the Orders in function to their order of arrival and insofar as stocks are available. In the event that GEMSE are out of stock, it shall make every effort to contact the

Customer in order to offer a new delivery date of the Product(s) ordered, or replacement Product(s),  
or partial cancellation of the Order for the Product(s) ordered, which are not in stock.

2.5 The Order is personal to the Customer. The Order cannot be transferred without the prior agreement of GEMSE.

### 3. Information and Descriptions

Information provided on the Site, and more specifically GEMSE's descriptions, photographs and notices are given for information purposes only and therefore are of no contractual value, GEMSE being in an position to amend them at any moment without prior notice by reason of, more specifically, evolutions in the economy or in GEMSE's activities.

### 4. Price

4.1 The prices indicated per Product on the Site do not include taxes and are established on the basis of GEMSE's rates applicable as at the date of the Order.

4.2 The total price indicated on the Acknowledgement of Receipt sent by GEMSE shall include freight costs as defined in Article 5 below as well as the amount of the Value Added Tax (VAT).

4.3 The prices invoiced to the Customer shall be in the Customer's local currency as indicated in the profile screen filled out by him in order to access the Product catalog on the Site. In any event, all the prices shall also be indicated in Euro.

### 5. Delivery - Freight - Freight Costs

5.1 Irrespective of the destination of the Products and the terms and conditions of the Order, unless otherwise stated in the Acknowledgement of Receipt of the Order, the delivery shall always be made from GEMSE's premises to the address indicated on the Acknowledgement of Receipt.

5.2 The delivery and transfer of risks shall take place upon the handing-over of Products at GEMSE's factories to the carrier or consignor appointed by the Customer, or in the absence of such appointment, designated by GEMSE, at the cost and risk of the Customer, and in any event, at the

latest upon the products leaving the premises.

5.3 All onsite freight, insurance, customs, duties, and handling operations are at the cost and risk of the Customer, who shall verify the consignment upon arrival and shall, if necessary, exercise any recourses against the carrier, even if the consignment is carried out free-of-charge.

5.4 As from the point when the transfer of risks takes place, the Customer shall insure the equipment against all risks (and more specifically freight-related risks), for an amount corresponding to the total value of the Products.

5.5 In the event that the carrier or consignor is designated by GEMSE, the Customer's freight and packaging costs, for all orders less than Euro 155 excluding tax, to be delivered to Italy shall amount to Euro 16 excluding tax. In this same event and for all orders exceeding this amount, freight shall be free-of-charge.

## 6. Delivery Time-limits

6.1 The Products ordered as provided for on the Site shall be delivered in the time-limits indicated in the final confirmation document of the Order made by the Customer as provided for in Article 2 hereof. The delivery time-limits shall be applicable as from receipt of this confirmation.

6.2 Without prejudice to the application of public policy provisions relating to consumer protection law, any delay in delivery shall not give rise to the cancellation of the Order or compensation. Any penalty clause for delay included by the Customer in the Order shall be of no effect pursuant to Article 1.3 hereof.

## 7. Methods of Payment/Security of Transactions

Payment may be made by the following methods:

7.1 All Customers may pay online by Visa Card or Mastercard.

7.2 GEMSE uses a (SSL Secure Socket Layer) payment system. All data relating to the Orders given by the Customer is encrypted so that the information communicated (the payment card number

and its date of expiry) are protected during their transmission to the GEMSE's Order processing center.

The Customer's account shall be debited upon acceptance of the transaction by the banking organizations.

7.2 GEMSE's referenced Customers may pay by their usual methods of payment. By referenced Customers, it should be understood such Customers that obtain accessories from GEMSE on a regular basis.

7.3 The Customer shall receive confirmation of the Order by means of a paper invoice of the transaction as performed. The Customer shall agree to keep this document as proof of the transaction performed.

## 8. Avoidance Clause

In the event of non-performance by the Customer in full or in part of his obligations, as described herein, GEMSE may avoid the sale as of right and without any judicial formalities being required upon expiry of a period of 30 days from the date GEMSE shall have sent the Customer formal notice of non-performance of his obligations and request to come into compliance by registered letter acknowledgement of receipt.

## 9. Non-professional Consumer Customers

9.1 Public policy provisions concerning consumer protection, which, when applicable, depart from the stipulations hereof, shall apply to Orders made by non-professional Customers.

9.2 In any event, it shall be understood that the Product(s) which, by application of the consumer's recognized right of withdrawal, are returned to GEMSE within a time limit of seven (7) days as from the date of delivery, shall be sent back at the Customer's own expense, in perfect condition and in their original packaging.

## 10. Force majeure

GEMSE shall in no respect be held liable for any failure in performance of any of its contractual obligations in case of the occurrence of an event of force majeure or an Act of God. The parties agree

to apply force majeure to a non-exhaustive list of events even if these events do not present all the features of force majeure, including, but not limited to, fire, explosion or water damage occurring at the premises of GEMSE, its subsidiaries or branches or at the center hosting the Site, any stoppage of work whatsoever by GEMSE or its suppliers, lock out, floods, epidemic, war, requisition, strike, hurricane, tornado, earthquake, revolution, legal moratorium, act of fiat, shortage of raw materials, mechanical or IT accident, shortage of fuels or electricity, interruption or delays in telecommunications, equipment of the center hosting the Site temporarily put out of service.

## 11. Warranty

11.1 New equipment sold by GEMSE shall be warranted against any manufacture defect or defects in the materials making up the Product for a duration of one (1) year as from the date of invoicing.

11.2 All warranties shall be excluded in the event of defects or deterioration resulting from external events, accidents, wear and tear non-conform with GEMSE or the manufacturer's instructions.

11.3 GEMSE shall not warrant Products modified or repaired by the Customer or any other person not authorized by GEMSE, as well as Products, subject-matter of a specific support agreement. In the same respect, the warranty shall not apply to patent defects or defects in terms of Product conformity, for which any claims should be formulated by the Customer to GEMSE and/or the carrier within three (3) days.

11.4 Under this warranty, the only obligation incumbent on GEMSE shall be the reparation and replacement of the Product or of the part recognized as defective and returned to GEMSE. Any Product recognized as being defective shall be returned to GEMSE in its original packaging. The Product shall be returned at the Customer's cost and risks.

11.5 GEMSE shall warrant detached parts (with the exception of spare parts subject to rapid wear and tear) for three (3) months as from the date of delivery, in the context of reparation performed by GEMSE.

11.6 With exception of applicable public policy provisions, more specifically in relations with a non-

professional customer, interventions pursuant to this warranty shall not have as an effect the extension of this warranty. This warranty is exclusive of all other warranties, including any explicit or implicit warranty as to fitness for a particular use. It is expressly understood that GEMSE shall not incur any liability for any indirect damage or costs, or for any losses, and more specifically losses in profit, or any damage or costs resulting from the use or the impossibility to use the Product.

## 12. Reparation

12.1 The Customer wishing to have the Product(s), which he has purchased, repaired shall be required to send said Product(s) at his own cost to the GEMSE's Technical Service, the details of which are provided in the "Contacts" chapter of the Site.

12.2 Without prejudice to the application of the warranty provided in Article 11.1 hereof, reparations to be carried out, shall be invoiced at the applicable rate and shall be subject to a prior estimate, which will be sent by GEMSE to the Customer.

12.3 In the event of refusal to accept the estimate for the reparations, the Product(s) to be repaired shall be sent back to the Customer, who will be invoiced a sum equivalent to the amount of one hour repairs by the Technical Service and the freight costs to return the Product(s).

## 13. Maintenance upon expiry of the Warranty

13.1 Upon expiry of the contractual warranty as provided in Article 11 hereof, GEMSE may warrant the maintenance of Products included in its catalog and presented on its Site, having studied the client's possible order.

13.2 Products, which are not the subject-matter of a specific agreement, may nevertheless be repaired by GEMSE. GEMSE shall invoice the Customer on the basis of its After Sales Service rate in force on the date of such repairs (the rate and the general terms and conditions of the After Sales Service shall be available from GEMSE).

## 14. Reservation of Title

14.1 GEMSE expressly reserves title to the Products delivered until payment in full of their sale

price and interests, costs and incidentals.

14.2 In this respect, the remittance of a draft, check or other title creating an obligation to pay shall not constitute payment, for the purposes of this article. Payment shall only be considered to have been carried out upon the effective collection of payment of the price by GEMSE.

14.3 The risks shall be transferred to the Customer as from the delivery of the Products. The Customer agrees to exercise full care in keeping and preserving the Products and to take out insurance, as appropriate, to cover any damage which the Products may incur or any events of claim in connection therewith.

14.4 Up until full payment has been made, the Customer shall not place any lien on the Products, or use the Products in any respect whatsoever as security. However, the Customer may use the Products in the normal context of his activity, but shall not be authorized to modify or sell them until full payment is made. The Customer agrees to post the Products purchased on a separate item line on his balance sheet.

14.5 In the event of non-payment in full or in part of the Products by the Customer, as well as in the event of suspension of payments by the Customer, GEMSE, without losing any of its rights, may lay claim to the Products. GEMSE may take an inventory of the Products, in the Customer's possession, for which payment has not been made, in the presence of both parties, up to the claim of the defaulting Customer, without the possibility of the Customer asserting any compensation, consignment or offer of consignment against GEMSE. Any advances or other amounts that may have been paid to GEMSE shall vest with GEMSE, on the basis of the penalty clause

14.6 In any event, the costs, which may be incurred in order to have the products returned shall lie with the Customer.

## 15. Personal Data

With exception of information concerning the number of the payment card and the date of its expiry which, pursuant to the SSL system, remains confidential, information requested from the Customer necessary for the processing of the Order may be used under the terms and conditions provided for in

the Legal Informations (Privacy Policy) of the General Terms and Conditions of the Site.

#### 16. Filed Trademarks

All trademarks of Products presented and sold on GEMSE's Site shall have been duly filed and shall be protected by law.

#### 17. Applicable Law and Attribution of Jurisdiction

17.1 These General Terms and Conditions of Sale shall be governed by the Italian law, with the exception of any national, European Community, or international conventions or regulations, the provisions of which are mandatory.

17.2 In the failure to reach a settlement agreement, any lawsuit relating to the interpretation and/or performance of these General Terms and Conditions of Sale or any sale subject thereto, shall fall within the exclusive jurisdiction of the Court of Milano.

### EXHIBIT 1 GE INTEGRITY POLICY PRINCIPLES

#### 1. Ethical Business Practices - Policy 20.4

GE expects its representatives to use only ethical practices in promoting and selling goods and services and in representing GE to governmental authorities. This statement of policy sets forth the ethical standards of conduct and practices, which must be followed with respect to certain kinds of payments, entertainment and political contributions. GE will not authorize, involve itself in or tolerate any business practice that does not follow this statement of policy. Nothing in this statement of policy expands or increases the authority to represent GE granted by GE to the representative under the contract between the parties.

##### Requirements

##### a) General

- Never make or offer, directly or indirectly, anything of value (such as a bribe or kickback) to a customer or government official to influence or reward an action. A business courtesy, such as a gift, contribution or entertainment, should never be offered under circumstances that might create the appearance of an impropriety.

- Obey the laws of the United States and other countries that relate to matters covered by this statement of policy.

##### b) Political contributions

- Obey the laws of the U.S. and other countries in promoting GE's or your business's position when dealing with government authorities and in making political contributions.

- Never make or offer, directly or indirectly, a payment or anything of value (such as a bribe or kickback) to any political party, party official, or any candidate for political office of a country outside the U.S. to influence or reward any governmental act or decision.

### c) Permissible payments

- You may provide customers with ordinary and reasonable entertainment and gifts only if they are permitted by :
  - the law,
  - the customer's own policies and procedures, and
  - your business's procedures.

This statement of policy does not prohibit lawful reimbursement for reasonable and bona fide expenditures - for example, travel and living expenses incurred by customers and directly related to the promotion of products or services, or the execution of a contract.

- Gifts and entertainment to officials and employees of the governments of the U.S. and other countries are highly regulated and often prohibited. Do not provide such gifts or entertainment unless you have determined that you are permitted to do so by applicable laws and regulations and your business's policies and procedures.
- Understand and keep up-to-date with the laws of the U.S. and other countries, funding agency regulations and customer requirements related to your business and each requirement of this statement of policy. These requirements can be complex, and questions may often arise in relation with a given transaction. If you have any questions related to matters covered by this statement of policy, consult with your business's legal counsel or your GE business contact.
- GE will terminate contracts with consultants, sales representatives, distributors, independent contractors and any other third parties who

are unwilling or unable to represent GE in a manner consistent with this statement of policy.

## 2. Following International Trade Controls - Policy 20.9

The United States uses international trade controls to protect national security and the domestic economy, and to promote foreign policy. To do business in today's global environment, GE and its affiliated companies and representatives must follow these laws and regulations. This includes following laws and regulations prohibiting cooperation with boycotts against countries friendly to the U.S. and business with "blacklisted" U.S. firms.

### Requirements

- Implement programs to assure compliance with U.S. laws and regulations governing international transactions.
- Avoid all transactions prohibited by U.S. laws or regulations.
- Follow all relevant international trade control regulations, including licensing, shipping documentation, import documentation reporting and record retention requirements.
- Avoid any role in restrictive trade practices or boycotts prohibited or penalized under U.S. laws.
- Carefully watch for "red flags" which might indicate unusual licensing requirements, illegal activities or any other violations of this or related GE policies. Red flags may include:
  - unknown customer without convincing references
  - unusual transaction or application for the consignee, customer, end use, or location
  - evasive, reluctant, or otherwise unsatisfactory answers by a customer to questions about end use, end-user, delivery dates, or delivery locations
  - unusually favorable payment terms
  - lack of concern for normal training and warranty service
  - freight forwarder listed as ultimate consignee
  - abnormal packing, marking, or routing of goods
  - unusual security or safety measures

- inappropriate military links
  - transaction with embargoed destination
  - inaccurate or incomplete invoice description of articles
- an invoice price that does not reflect the full value of the imported goods

### 3. Working with Government Agencies - Policy 20.10

GE and its representatives must excel as honest, responsible suppliers to all government customers. In the global economy, our customers may include not only federal, state and local governments within the United States, but also government customers throughout the world.

This statement of policy describes the company's standards and practices in working with government agencies whether as a prime contractor or subcontractor. It also requires GE representatives to be truthful and accurate when responding to government officials responsible for regulating the industries in which we do business.

GE standards require more than just obeying the letter of the law. They require that all GE representatives uphold the spirit of the law in adhering to the highest standards of honesty and integrity, avoiding even the appearance of impropriety.

#### Requirements

##### Transactions with government agencies

- Adhere to the highest standards of honesty and integrity, and abide by all applicable laws.
- Comply with applicable government regulations and procedures, whether GE or your business is prime contractor or subcontractor.

##### Interactions with government officials

- Make sure that reports, certifications, statements, proposals and claims made to government agencies are truthful and accurate.
- Gifts and entertainment to officials and employees of the governments of the United States and other countries are highly regulated and often prohibited. Do not provide such gifts and entertainment unless you have determined that you are permitted by applicable laws and regulations, and your business's policies and practices, to do so.
- Respect conflict-of-interest laws and regulations regarding the recruitment, hiring or activities of present or former government employees.

##### Contract proposal and negotiation

- Follow the U.S. Government's Procurement Integrity Law and other laws and regulations pertaining to procurement. Obtain source selection, competitive or proprietary information only when the government Contracting Officer has authorized release of such information.

- In negotiating certain government contracts, contractors must submit all required cost and pricing data before the contract is awarded. Contractors must also certify in writing that the data are current, accurate and complete. Therefore:
- Maintain current, accurate and complete records of all cost or pricing data. Certify and disclose all data when required by law. When in doubt, disclose.
- Report, prior to certification, all changes or errors in cost or pricing data.

#### Contract performance

- Meet contract requirements for design, manufacture, materials, testing and any other relevant specifications.
- Purchase materials and services for government contracts only through your approved sourcing operation and comply with your business's purchasing procedures in areas such as truth in negotiations and source selection.
- Avoid unauthorized substitutions, including use of imported materials where domestic materials are specified in the contract.
- Do not deviate from contract requirements without written approval of the authorized government procurement official.
- Accurately allocate costs to the proper contracts. Avoid mischarging, which can result, for example, from improperly filling out time cards, vouchers, charging insupportable overhead costs, incorrectly classifying costs or shifting of costs between contracts.
- Comply with executive orders, laws and regulations applicable to government contractors which require equal employment opportunity, affirmative action and other such contractual requirements.

#### Conflicts of interest

- Avoid business or financial relationships with suppliers, subcontractors, customers or direct competitors which could interfere, or appear to interfere, with the proper performance of your role as a GE representative.

#### Security

- Follow security regulations of the U.S. Government and all other governments having jurisdiction over operations in a particular country. Those regulations cover plant and office security, the proper handling of classified material, travel, personal contacts, and other activities of representative employees both on and off the job.

#### 4. Complying with the Antitrust Laws - Policy 20.5

The antitrust laws of the United States and the competition laws of other countries are a critical part of the business environment in which GE and its representatives operate. They govern the day-to-day conduct of GE's and its representatives' businesses in setting prices and other aspects of purchasing, selling and marketing goods and services.

GE is dedicated to compliance with the antitrust laws in all of its activities. Every GE representative is responsible for compliance with the antitrust laws.

#### Requirements

- Comply with all applicable antitrust laws, including federal and state antitrust laws of the U.S., and the competition laws of other countries where your company does business.

- Understand the basic requirements of the antitrust laws, decrees and orders that apply to your business's activities.

- Do not propose or enter into any agreements or understandings -- expressed or implied, formal or informal, written or oral -- with any competitor following aspects of a competition between GE or your company and the competitor for sales to third parties :

- . prices
- . terms or conditions of sale
- . costs
- . profits or profit margins
- . product or service offerings
- . production or sales volume
- . production capacity
- . market share
- . decisions to quote or not to quote
- . customer or supplier classifications or selection
- . sales territories
- . distribution methods.

- Even when there are appropriate reasons for communications between companies (such as customer or supplier issues arising from a potential joint venture), meetings and discussions between competitors present potential legal risks. Avoid creating the appearance of improper agreements or understandings by keeping communications with competitors to a minimum and making sure that there is a legitimate business reason for all such communications. Consult with your business's legal counsel regarding the steps you should take to minimize the potential legal risks posed by communications with competitors.

- Do not propose or enter into any agreements or understandings with customers which restrict the price at which the customer may resell or lease any GE product or service.

#### Application to international activities

U.S. antitrust laws may apply to GE's activities in other countries whenever they have an impact on U.S. domestic or foreign commerce. In addition, many countries in which GE or its representatives do business have their own antitrust laws. Some of these laws are similar to U.S. antitrust statutes and others are quite different. This diversity reflects the varied economic and legal philosophies of those countries.

In view of the extraterritorial reach of the U.S. antitrust laws, you should review with your business's legal counsel any actions or agreements that would raise antitrust issues if they took place in the U.S. You should also consult with your business's legal counsel about the requirements of other competition laws that may affect your business's international business activities.

#### 5. Customer Satisfaction - POLICY 20.11

GE's continued success depends on its ability to mobilize all of its capabilities or those of its representative for the benefits of its customers.

The importance of satisfying customer's needs for high quality service, accurate information, reliable commitments, easy access and flexibility is increasing.

Poor customer service from a representative reflects on the Company's reputation and on those employees who work hard to deliver excellence to customers.

#### Requirements

- Understand its customer's needs for products and services, and responding to those customer needs before, during and after every sales transaction.
- Make reasonable commitments to its customers which reflect GE's true ability to service and to make every effort to meet these commitments.
- Communicate quickly, honestly and proactively to customers any information which may have an impact on GE's representative's ability to meet its commitment to them.

### 6. Health, Safety & Environmental Protection - Policy 20.3

GE is committed to achieving environmental, health and safety (EHS) excellence. This is a responsibility of management and employees in all functions, and GE representatives.

#### Requirements

- Comply with applicable environmental, health and safety laws and regulations.
- Take appropriate measures to prevent workplace injuries and illnesses, and to provide your employees with a safe and healthy working environment. Consider evolving industry practices, regulatory requirements and societal standards of care.
- To the extent practicable, reduce the use and release of toxic and hazardous materials.

### 7. AVOIDING CONFLICTS OF INTEREST - POLICY 30.5

GE recognizes and respects the right of representatives and their employees to take part in financial, business and other activities outside their representation of GE. However, those activities must be lawful and free of conflicts with their responsibilities as GE representatives. Representatives must not misuse GE resources or influence, or discredit GE's good name and reputation.

### 8. MONEY LAUNDERING PREVENTION

More than 100 countries have laws against money laundering which prohibit the acceptance or processing of the proceeds of criminal activities. GE is committed to complying fully with all applicable money laundering laws throughout the world.

GE will conduct business only with reputable customers who are involved in legitimate business activities and whose funds are derived from legitimate sources. GE also expects its business partners to implement a "Know Your Customer" procedure and to take reasonable steps to ensure that they do not accept forms of payment that have been identified as means of laundering money.

#### Requirements

Comply with all applicable laws that prohibit money laundering and that require the reporting of cash or other suspicious transactions. Understand how both types of laws apply to your business.

- Follow your business' "Know Your Customer" procedure to obtain enough information and documentation about prospective customers, joint venture partners and

affiliates and to ensure that they are involved in legitimate business activities and that their funds come from legitimate sources.

- Learn how to identify the types of payments that have become associated with money laundering activity (for example, multiple money orders or travelers checks, large amounts of cash, or checks on behalf of a customer from an unknown third party) and follow the rules that restrict or prohibit acceptance of them.

- If you encounter a warning sign, raise your concern with company legal counsel and be sure to resolve your concern promptly before proceeding further with the transaction.

Watch out for:

A customer, agent or proposed joint venture partner is reluctant to provide complete information, provides insufficient, false or suspicious information, or is anxious to avoid reporting or record-keeping requirements;

Payments by use of monetary instruments that are not consistent with the business activities of the client, appear to have no identifiable link to the customer, or have been identified as money laundering mechanisms;

Requests by a customer, agent or proposed joint venture partner to pay in cash;

Early repayment of a loan in cash or cash equivalents

Orders or purchases that are unusual or inconsistent with the customer's trade or business;

Unusually complex deal structures, payment patterns that reflect no real business purpose, or unusually favorable payment terms;

Unusual fund transfers to or from foreign countries unrelated to the transaction;

Transactions involving locations that have been identified as tax havens or areas of known money laundering activity;

Structuring of transactions to evade record-keeping or reporting requirements (for example, multiple transactions below the reportable threshold amounts);

Wire transfer activity that is not consistent with the business activities of the customer or that originates or terminates with unrelated parties to the transaction

Requests to transfer money or return deposits to a third party or to an unknown or unrecognized account.