

TERMS AND CONDITIONS

1. INTRODUCTION

1.1. Your use of this website (www.imagingagents.gehealthcare.co.uk) (the “Site”), is governed by these terms and conditions (the “Terms”). Your use of this website is confirmation that you have read and accepted these Terms, and that you agree to be bound by them. If you do not accept these Terms you should immediately cease to use the Site or any of the services available via the Site.

1.2. In these Terms:

“we”, “us”, “our” or “GE Healthcare Lifesciences” or “GEHC” means GE Healthcare Ltd, a company incorporated in England and Wales under registered number 1002610, or any of its subsidiaries, as the context may require;

“you” or “your” means any registered person who uses this Site;

“Authorised Customer” means a health authority, hospital or medical facility which is registered as a client of GEHC for the purposes of the Web Service;

“Master User” means the primary user authorised by GEHC to access the Site and to authorise other Registered Users (as defined below) from the same organisation to access the Site;

“Product(s)” means the Diagnostic Imaging agent(s) available for purchase on the Site.

“Order” means an order for the Product placed via the Site;

“Registered User” means an employee or authorised personnel of the Master User who is authorised by GEHC and/or its Master User where applicable to access the Site;

“Registered User Account” means a Registered User’s user name, password and other confidential account details;

“User” means an authorised user of the Site, whether a Master User or a Registered User; and “Web Service” means the service provided by GEHC via the Site for the on-line ordering of the Products in accordance with the Terms.

2. WEB SERVICE

2.1. **This Site does not provide medical advice. The Web Service available on this Site is for the use only of Authorised Customers and their registered personnel.**

2.2. The Web Service has been created by GEHC to facilitate the on-line ordering of the Products by Authorised Customers. The Web Service is for ordering purposes only for existing customers of the GEHC business.

2.3. GEHC will not be responsible for any claims, losses or damages (whether direct or indirect) arising out of or relating to the misuse of this Site, except to the extent that such liability cannot be excluded by law.

3. REGISTRATION

3.1. On the first occasion when you access the Site as a Registered User or Master User, you shall be asked to log in using the temporary password supplied for this purpose by GEHC. Upon completing the registration procedure and changing the temporary password when prompted to do so, a Registered User or Master User shall be deemed to have accepted these Terms.

3.2. By logging on to the Site as a Registered User or Master User you represent and warrant that you are authorised to place Orders of the Products on behalf of the Authorised Customer. You may not have more than one User Account, nor may you open an alternative account if your account is suspended or terminated for any reason.

3.3. You may not sell, trade, or transfer your User Account to another person, nor accept or use a User Account that was not originally registered in your name. Any User who is in breach of these conditions shall be considered to be in material breach of these Terms, and GEHC will seek all available remedies, including termination of such User’s account.

3.4. We reserve the right to change or modify or registration criteria at any time and without prior notice.

4. CONDITIONS OF ACCESS

4.1. You acknowledge and agree that your access to the Web Service shall be strictly in accordance with these Terms and we may deny access to the Web Service without prior notice if you fail to comply with them.

4.2. Each user of the Site is responsible for the confidentiality and security of his or her username and password. If you knowingly provide your log-in information to another person, your account may be suspended temporarily or terminated. GEHC assumes no liability for activities of your account accessed through your username and password.

4.3. We reserve the right to make changes to these Terms at any time and the revised version shall take effect when displayed here. Any such changes will be notified to you upon your next login to the Site, and your continued use of the Web Service shall constitute your acceptance of such changes.

4.4. Access to the Site may not be legal by certain persons or in certain countries. If you access the Site from outside the United Kingdom you are responsible for complying with the laws of your jurisdiction.

5. USE OF SITE

5.1. The Site provides a facility for ordering the Products. A Registered User may place Orders only for such time as he or she has authority to do so from an Authorised Customer. A Registered User whose employment with an Authorised Customer is suspended or terminated for any reason shall not be entitled to place Orders and GEHC shall have no liability to the Authorised Customer for any Orders placed by unauthorised users whose Registered User Accounts have not been terminated by notice to GEHC.

5.2. You shall not reverse engineer, decompile, copy or adapt any software or other code or scripts that form part of the Site nor attempt to transmit to or via the Site any information that contains a virus, worm, trojan, or other harmful or disruptive component.

6. PLACING ORDERS

6.1. All prices stated on the Site are exclusive of value added tax (or its equivalent in jurisdictions other than England and Wales) and delivery charges.

6.2. All Orders placed via the Site will be automatically checked for the relevant licenses and authorisations. These licenses and authorisations will include but may not be limited to radioactivity / isotope, wholesale distribution licences, market authorization / named patient. Any Order without the required license will be held by us and not deemed to have been accepted. You will be contacted in order for us to secure the required licenses for us to proceed with your order.

6.3. When an Order is placed, an Order confirmation will be generated and delivered to the Authorised Customer. In the event of an inconsistency between the price provided to the User upon completion of the Order and the price stated in the Order confirmation, the Order confirmation will take precedence. If, upon delivery of the purchase, you discover any error, you should contact GEHC's UK customer services immediately on 0800 55 88 22.

6.4. For the avoidance of doubt, the Order shall not be deemed to be accepted, nor shall there be any formal contract in place, unless and until GEHC has expressly accepted the Order by generating and delivering the Order confirmation to the Authorised Customer in accordance with paragraph 6.3 above.

6.5. GEHC shall keep a record of the Order and any related contractual documents for a limited time in accordance with its usual course of business. If you wish to obtain a copy of any such documents, you may request this by contacting us as set out below (but, for the avoidance of doubt, GEHC shall not be obliged to provide it).

7. USER RESPONSIBILITIES

7.1. Users are responsible for ensuring that no information, including but not limited to patient details, is entered on to the Site where the disclosure of such information is or is likely to be in breach of the Data Protection Act 1998 or the Authorised Client's own policies in relation to patient confidentiality, in each case as amended from time to time.

8. INTELLECTUAL PROPERTY RIGHTS

GEHC and its licensors own and retain all rights in the Site, which includes proprietary and confidential information. All content on the Site and the trademarks, and logos are owned by or licensed to GEHC. Nothing in these Terms shall be interpreted as conferring by implication or otherwise any licence or right in relation to such rights except as expressly provided.

"GEHC" and the GE logo are trademarks registered in the United Kingdom under number 2347097, in the European Community under numbers 003173151 and 003485745, in USA under numbers 2961099 and 3142821, and in other countries.

GE and GE Monogram are trademarks of General Electric Company.

9. PRIVACY AND USER-GENERATED CONTENT

9.1. All personal information provided to GEHC is treated with the utmost confidence and care. We process information about Users of the Web Service in accordance with the terms of our Privacy Policy provided on <http://www3.gehealthcare.co.uk/>. By using the Site, you consent to such processing and you warrant that all data provided by you is accurate. To the extent that there is any inconsistency between these Terms and our Privacy Policy, these Terms shall govern.

9.2. Other than personally identifiable information, any material which you transmit or post to the Site shall be considered non-confidential and non-proprietary. We shall have no obligations with respect to such material. We shall be free to copy, disclose, distribute, incorporate and otherwise use such material and all data, images, sounds, text and other things embodied in such material for any and all commercial or non-commercial purposes.

9.3. You are prohibited from posting or transmitting to or from the Site any material:

- that is threatening, defamatory, obscene, indecent, seditious, offensive, pornographic, abusive, liable to incite racial hatred, discriminatory, menacing, scandalous, inflammatory, blasphemous, in breach of confidence, in breach of privacy or which may cause annoyance, harassment or inconvenience; or
- for which you have not obtained all necessary licences and/or approvals; or
- which constitutes or encourages conduct that could be considered a criminal offence, could give rise to civil liability or is otherwise contrary to the law of, or infringes the rights of any third party in, the United Kingdom or any other country in the world; or
- which is technically harmful (including, without limitation, computer viruses, logic bombs, Trojans, worms, harmful components, corrupted data or other malicious software or harmful data).

10. TERMINATION OF USER'S ACCOUNT

10.1. It shall be the responsibility of the Authorised Customer to notify GEHC of the termination of the employment of any User. Upon receipt of such notification, GEHC shall terminate such User's account. All Orders placed before receipt of such authorization shall be deemed to have been placed with the authority of the Authorised Customer.

10.2. GEHC shall be entitled to terminate with immediate effect the account of any User who GEHC reasonably believes to be in breach of any of these Terms.

11. DISCLAIMERS AND LIMITATIONS

11.1. GEHC shall not be liable to you for any indirect, incidental, consequential, special or exemplary damages arising out of or in connection with your use of the Web Service, whether or not GEHC has been advised of the possibility of such damages. Such limitation of liability shall apply (i) whether the damages arise from use or misuse of and reliance on the Site, from inability to use the Site properly, or from the interruption, suspension, or termination of the Web Service (including such damages incurred by third parties), and (ii) notwithstanding any failure of essential purpose of any limited remedy and to the fullest extent permitted by law in the applicable jurisdiction.

11.2. GEHC does not warrant that your use of the Web Service will be secure, uninterrupted, or error-free or that any defects in the Web Service will be corrected. GEHC disclaims liability for, and no warranty is made with respect to, the connectivity and availability of the Web Service.

11.3. Nothing in these Terms shall operate to exclude or limit any person's liability for death or personal injury caused by that person's negligence, fraud or any other liability which cannot be excluded or limited under applicable law.

12. JURISDICTION, APPLICABLE LAW AND DISPUTE NOTICE

These Terms are governed by and construed in accordance with the laws of England and Wales and you submit to the non-exclusive jurisdiction of the English courts in respect of any disputes which may arise in relation to your use of the Site.

These Terms, and any order placed through the Web Service, shall be in the English language.

13. SEVERABILITY

If for any reason a court of competent jurisdiction finds any provision or portion of these Terms to be unenforceable, the remainder of these Terms will continue in full force and effect.

14. ASSIGNMENT

You shall not assign these Terms or assign any rights or delegate any obligations hereunder, in whole or in part, whether voluntarily or by operation of law, without our prior written consent. Any such purported assignment or delegation will be null and void and of no force or effect.

15. WAIVER

The failure of GEHC to enforce any provision of these Terms shall not be deemed a waiver of such provision nor the right to enforce such provision. Furthermore, any waiver of any provision of these Terms by any party will be effective only if in writing and signed by a party.

16. NOTICES

GEHC's address for notices relating to this Site is as follows:

GE Healthcare Ltd

The Grove Centre
White Lion Road
Amersham
HP7 9LL

17. ENTIRE AGREEMENT

These Terms constitute the entire agreement between you and GEHC relating to your access to the Site and use of the Web Service and supersede and replace all prior or contemporaneous understandings or agreements relating thereto, written or oral.

You hereby agree to exclude the provisions of the Electronic Commerce (EC Directive) Regulations 2002 (S.I. 2002/2013), so far as the law (and in particular those Regulations) allows.

18. CONTACT US

If you have any queries about these Terms, please contact us at UKCSorders@ge.com.