GE HealthCare

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18th of December 2024

DIVA Laboratories , Ltd. 9F., No. 351, Sec. 2, Zhongshan Road,
Zhonghe District, New Taipei City 235029,
Taiwan R.O.C.

Subject: Letter of Intent for the Purchase of Material

Dear Sir or Madam,

This is to advise you that, pursuant to our negotiations and communications, GE Healthcare Finland ("**GEHC**") intends to purchase **1926 D19KT display** ("**Products**") from DIVA Laboratories ("**Tier 1 Supplier**"). In anticipation of GEHC's purchase of Products from Tier 1 Supplier, GEHC has authorized Tier 1 Supplier to procure **E115352 - SCN-A5-FLT19.0-GH1-0H1-R** (the "**Material**") which is manufactured by **ELO** ("**Tier 2 Supplier**"), subject to the following terms and conditions:

1. This Letter of Intent (hereinafter referred to as "**LOI**") shall become effective upon signature by GEHC and Tier 1 Supplier; the "**Effective Date**" of this LOI shall be **18th of December 2024.**

2. Upon acceptance of this LOI, Tier 1 Supplier shall be authorized to purchase the Material from Tier 2 Supplier in the quantity set forth below.

Unless otherwise agreed in writing between GEHC and Tier 1 Supplier, this LOI does not in any way authorize Tier 1 Supplier to ship the Products unless and until GEHC issues a Purchase Order(s) for the Products.

3. Tier 1 Supplier is not in any way entitled to issue invoices or receive payments from GEHC for any of its work or activities, including the purchase of the Material, until GEHC issues a Purchase Order(s) for the Products and Tier 1 Supplier properly performs such Purchase Order(s). Subject to Section 7 below, GEHC is under no obligation or commitment to purchase the Products from Tier 1 Supplier until GEHC issues a Purchase Order for the Products.

4. The parties have already agreed – and hereby they both confirm – that the total, fixed, and all-inclusive price to be paid for the Material shall be as follows:

GE Part number	Description	Agreed Price per unit (USD)	Approved Quantity
NA	E115352 - SCN-A5-FLT19.0-GH1-0H1-R	63.58 USD	660

5. In the event GEHC issues and Tier 1 Supplier accepts a Purchase Order(s) for the Products, Tier 1 Supplier shall provide the Products in accordance with the delivery schedule agreed by the parties. Tier 1 Supplier shall procure the Material from Tier 2 Supplier in time to permit Tier 1 Supplier to meet the foregoing delivery schedule.

6. This LOI and any activities performed by Tier 1 Supplier hereunder shall be performed in accordance with, and subject to, the terms, conditions and requirements set forth (i) in this LOI; and (ii) as between GEHC and Tier 1 Supplier, in the applicable Purchase Order(s), including the GE Healthcare's Standard Terms & Conditions. In the event of a conflict or inconsistency among the documents listed above, the document(s) listed first shall prevail over the document(s) listed thereafter.

7. GEHC will negotiate with Tier 1 Supplier to determine a mutually agreeable solution to consume or allocate any quantity of Material remaining in the event that GEHC has not ordered all Products, and consumed all of the Material, by **31st of January 2026.** GEHC's sole liability and Tier 1 Supplier's exclusive remedy will be for GEHC to purchase the remaining Material. In no event shall GEHC's liability for Material exceed **41,963 USD.**

8. GEHC may terminate/cancel this LOI at any time during its validity. If GEHC terminates/cancels this LOI, GEHC's sole liability shall be to purchase the Material from Tier 1 Supplier or authorize another third party to purchase the Material on GEHC's behalf; provided that, due to reasons attributable to Tier 1 Supplier, GEHC shall have no liability to purchase the Material if Tier 1 Supplier is unable or unwilling to meet GEHC's delivery and quality requirements. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS LOI OR ANY RELATED DOCUMENTS, GEHC SHALL NOT UNDER ANY CIRCUMSTANCES BE RESPONSIBLE FOR (AND TIER 1 SUPPLIER SHALL NOT UNDER ANY CIRCUMSTANCES BE ENTITLED TO) LOSS OF PROFITS, LOSS OF CONTRACT, LOSS OF PRODUCTION, LOSS OF CUSTOMERS AND/OR FOR ANY TERMINATION/CANCELLATION COSTS OR FEES ARISING OUT OF THIS LOI OTHER THAN THOSE EXPRESSLY INCLUDED HEREIN.

9. This LOI shall be governed by, construed, interpreted and enforced in accordance with the laws of New York, U.S, excluding its conflict of laws provisions.

Please confirm receipt and acceptance of the terms of this LOI by having a duly authorized representative sign below, and please return a signed copy of the LOI to my attention at the address set forth above.

Yours Truly,

GE HEALTHCARE Finland Oy

Signature: _____

Name: Mikko Saarniaho

Title: Strategic Sourcing Leader

Date: _____

Accepted on behalf of Tier 1 Supplier:

Authorized Signature: _____

Name: _____

Title: _____

Date: _____