

MSI Viking – Standard Terms and Conditions of Sale and Licensing

These Standard Terms and Conditions apply to all MSI Viking products and services, including capital equipment, measuring instruments, tooling, and calibration or field service offerings.

1. Scope and Acceptance

These Terms and Conditions (“Terms”) apply to all sales, licenses, and services provided by MSI Viking. Customer’s placement of a purchase order or acceptance of a quote referencing these Terms constitutes acceptance. These Terms take precedence over any conflicting terms in customer-issued documents unless specifically agreed in writing.

2. Pricing, Payment, and Taxes

- All prices are exclusive of applicable sales tax, use tax, freight, handling, installation, tariffs, and similar charges unless otherwise stated.
 - Customer is responsible for all applicable sales, use, value-added, and other transaction taxes, as well as any import duties, customs charges, and tariffs imposed on the transaction.
 - Payment terms are net 30 days from invoice date, unless otherwise stated below or agreed in writing.
 - For equipment purchases over \$40,000, the following payment terms applies:
 - 50% due at time of order (with purchase order), 20% due prior to shipment, 30% due Net 30 days after shipment
 - Please note: Installation services will not be scheduled or performed until 70% of the total order value has been received.
 - Late payments are subject to interest at 1.5% per month or the maximum rate allowed by law.
 - Customer is also responsible for any reasonable costs incurred by MSI Viking in collecting overdue payments, including legal or collection fees.
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3. Shipment, Freight Coordination, and Risk of Loss

3.1 Shipping Terms

- All shipments are EX WORKS (Incoterms® 2020) MSI Viking’s or the applicable OEM’s designated shipping point, unless otherwise expressly stated in MSI Viking’s quotation or order acknowledgment.
 - For stocked items shipped by MSI Viking, shipment is EX WORKS MSI Viking’s facility.
 - For OEM-shipped products, shipment is typically EX WORKS the OEM’s facility, which may be located within or outside the United States.
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3.2 Transfer of Title and Risk

- Title to and risk of loss or damage transfer to Customer upon pickup by the carrier at the designated shipping point, regardless of which party arranges transportation.
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3.3 Freight Responsibility

- Unless expressly included in MSI Viking’s quotation, all transportation-related costs, including freight, insurance, duties, tariffs, customs clearance, and accessorial charges, are the sole responsibility of Customer.
- Delivery dates are estimates only and MSI Viking shall not be liable for carrier delays or events beyond its control.

For U.S. domestic shipments, EX WORKS shall be interpreted as functionally equivalent to FOB Origin under U.S. Uniform Commercial Code (UCC) standards.

3.4 Customer Election of Freight Method

Prior to shipment, Customer must designate one of the following methods:

- a. Customer-arranged carrier pickup;
- b. Shipment billed to Customer's carrier account; or
- c. Shipment coordinated by MSI Viking on Customer's behalf ("Prepay & Add").

Shipment will not be scheduled until such designation is provided.

3.5 MSI Viking Coordination of Freight as Customer's Agent

If Customer requests MSI Viking to arrange transportation:

- MSI Viking acts solely as Customer's logistics coordination agent and not as a carrier, shipper, or provider of delivered goods.
 - Transportation services are performed on Customer's behalf under EX WORKS terms.
 - Freight charges are pass-through costs and will be invoiced separately as "Prepay & Add Freight."
 - Such charges are not part of the sale price of the products and do not modify the transfer of risk defined above.
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3.6 Packaging and Transportation Requirements

- Certain precision measurement equipment requires specialized handling, including air-ride or equivalent protective transportation.
 - Any such requirements are for product protection only and do not alter EX WORKS allocation of risk, responsibility, or title transfer.
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3.7 No Inclusion of Freight Unless Expressly Stated

- Freight, insurance, and related logistics services are not included in product pricing unless specifically identified as an included line item in MSI Viking's quotation.
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4. Hardware Warranty

- OEM-standard warranties apply to all hardware products. MSI Viking makes no independent hardware warranties.
 - MSI Viking will assist in coordinating warranty claims with the OEM on behalf of the customer.
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5. Software Licensing

- This section applies only to software provided by the following OEMs: Hexagon Manufacturing Intelligence, Volume Graphics ("VG"), InnovMetric ("PolyWorks"), and Waygate Technologies.
 - Software is licensed, not sold.
 - Use of any software from these vendors is subject to the end-user license agreement (EULA) provided by or on behalf of the OEM.
 - Customer's installation or use of the software constitutes acceptance of the applicable EULA.
 - MSI Viking makes no representations or warranties regarding software beyond those explicitly granted by the OEM.
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6. Services

- Services provided (e.g., installation, training, programming, calibration) will be performed in a professional manner consistent with industry standards.
- Services carry no warranty unless specifically stated in writing.
- Customer agrees to provide reasonable access and cooperation during service delivery.

7. Order Changes, Cancellation, and Returns

- Orders are non-cancelable, and products are non-returnable once shipped, unless otherwise agreed in writing.
- Any changes to orders may result in additional charges or delays.

8. Limitation of Liability

- MSI Viking shall not be liable for any indirect, incidental, consequential, special, or punitive damages, including lost profits, lost data, downtime, or loss of use.
- Total liability is limited to the amount paid for the specific product or service giving rise to the claim.
- No claim may be brought more than one year after the event giving rise to the claim.

9. Intellectual Property

- All intellectual property rights in the products and software remain with the OEM or its licensors.
- Customer shall not reverse-engineer, decompile, sublicense, or otherwise misuse any software, documentation, or proprietary technology.

10. Termination

- MSI Viking may suspend or terminate performance if the customer fails to meet payment obligations or violates these Terms.
- Upon termination, all rights to use software or receive services cease immediately.

11. Export and Trade Compliance

- Customer agrees to comply with all applicable export control and trade regulations.
- Products may not be exported or re-exported in violation of U.S. or other applicable law.
- Customer must provide any certifications or documentation required to support compliance.

12. Entire Agreement

These Terms, together with any written agreements, quotations, and OEM-specific license agreements, represent the entire understanding between MSI Viking and the customer and supersede any prior agreements or conflicting terms. No amendment is valid unless agreed to in writing by MSI Viking.