

MSI Viking – Standard Purchase Order Terms and Conditions

These Terms and Conditions apply to all purchase orders issued by MSI Viking LLC (“Buyer”).

1. Acceptance of Terms

Vendor's acceptance of this Purchase Order (“PO”) is expressly limited to these Terms and Conditions. Any additional or conflicting terms proposed by Vendor, whether in quotation, acknowledgment, invoice, or otherwise, are rejected unless expressly agreed to in writing by Buyer.

2. Prices and Payment Terms

- All prices are firm, in U.S. dollars, and include all packaging, freight (unless otherwise agreed), insurance, customs duties, and other applicable charges.
 - No additional charges shall be imposed without Buyer’s written consent.
 - Unless otherwise stated on the PO, standard payment terms are Net 30 days from the later of (i) delivery and acceptance of goods/services or (ii) receipt of a correct invoice.
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3. Delivery; Title and Risk of Loss

- Time is of the essence. Buyer reserves the right to cancel all or any part of a PO if delivery is not made as promised.
 - All deliveries shall be DDP Buyer’s location (Incoterms 2020), unless otherwise stated in writing.
 - Title and risk of loss shall transfer to Buyer upon receipt and acceptance of goods at Buyer’s designated location.
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4. Inspection and Acceptance

- All goods and services are subject to inspection, testing, and approval by Buyer, even if payment has been made.
 - Buyer may reject nonconforming goods or services and either return them at Vendor’s risk and expense or request correction at Vendor’s cost.
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5. Warranties

Vendor expressly warrants that all goods:

- Are free from defects in material, workmanship, and design.
- Conform to applicable specifications, drawings, and descriptions.
- Are new and not used, refurbished, or reconditioned (unless expressly stated otherwise).
- Are fit for the intended purpose.
- Comply with all applicable laws and regulations.

Services shall be performed in a professional and workmanlike manner, consistent with industry standards.

6. Changes and Cancellations

Buyer may, by written notice, make changes to a PO, including scope, quantity, or delivery schedule.

Vendor shall promptly notify Buyer of any cost or schedule impact and proceed only upon written confirmation from Buyer.

Buyer may cancel any PO or portion thereof at any time for convenience. Upon cancellation, Buyer's liability is limited to the value of conforming goods or services already delivered and accepted.

7. Indemnification

Vendor shall defend, indemnify, and hold harmless Buyer, its officers, employees, and affiliates from and against any claims, damages, liabilities, losses, and expenses arising out of:

- Vendor's breach of these Terms,
- Defective goods or services,
- Violation of law,
- Intellectual property infringement.

8. Confidentiality

Vendor shall treat all non-public information from Buyer as confidential and use it solely to fulfill its obligations under the PO. Confidentiality obligations survive the completion or termination of the PO.

9. Compliance with Laws

Vendor warrants compliance with all applicable federal, state, and local laws, including labor laws, environmental regulations, and import/export controls.

10. Governing Law and Jurisdiction

This Agreement is governed by the laws of the State of South Carolina, without regard to its conflicts of laws principles. Any dispute shall be resolved in the state or federal courts located in Spartanburg County, South Carolina.

11. Entire Agreement

These Terms and Conditions, together with any mutually agreed written modifications, constitute the entire agreement between Buyer and Vendor regarding the subject matter of the PO. No oral statements or prior written materials shall have any force or effect.