

TERMS AND CONDITIONS FOR THE SALE OF PRODUCTS

Proposal Validity:

This proposal is valid for 90 days from the proposal date. State and local taxes, where applicable, are not included. Prices may be higher if not ordered as a total system. To the best of our knowledge, the unit conforms to the safety requirements of the Occupational Safety and Health Act (OSHA).

Prices quoted are valid for systems installed in North America only.

Delivery Term (Standard):

FCA Shipping Point (Incoterms 2010). Buyer is responsible for all transportation arrangements and costs. Title and risk of loss will pass to Buyer upon loading to the first freight carrier. MSI VIKING will provide carrier and transportation equipment requirements (e.g. air-ride truck).

Delivery Term (Alternate):

CIP Named Destination (Incoterms 2010). MSI VIKING will arrange transportation and insurance on behalf of the Buyer to the Named Destination, as specified in the quotation. Buyer will be charged, and agrees to pay, for all transportation and insurance costs. Note that the costs will be included as a prepay and add as found in the quotation, on the order acknowledgement and the invoice. Buyer will include such costs as a line item in its purchase order. Title and risk will pass to Buyer upon loading to the first freight carrier. Buyer is responsible for all import formalities and costs (if applicable).

Payment Terms:

35% due with purchase order, 55% due net 30 days after delivery to freight carrier, 10% balance due net 30 days from date of installation but not to exceed 60 days from date of invoice.*

*Based on a review of credit worthiness, other payment terms may be required. Any duties and/or taxes (if applicable) are the responsibility of the customer.

Send Purchase Orders to:

MSI VIKING GAGE, LLC
Attention: Customer Care
321 Tucapau Road
Duncan, South Carolina 29334

PHONE (864) 433-9771
FAX (864) 433-9775

Send Remittance to:

MSI VIKING GAGE, LLC
Attention: Customer Care
321 Tucapau Road
Duncan, South Carolina 29334

1. **APPLICABILITY.** These Terms and Conditions for the Sale of Products ("**Terms**") are the only terms governing the sale of all Systems, Components, and Services (individually defined below, and collectively the "**Product(s)**") by the seller, MSI VIKING GAGE, LLC ("**MSI VIKING**") to the buyer ("**Buyer**"), as identified in the accompanying Quotation, Order Acknowledgement/Confirmation, and invoice (the "**Order(s)**"). Except for specific items noted in the body of the MSI VIKING Quotation, these Terms: (i) supersede all prior or contemporaneous agreements and representations and warranties, whether written or oral, between Buyer and MSI VIKING; (ii) may not be amended or modified except by a writing signed by both parties; and (iii) will prevail over any inconsistent terms. MSI VIKING' acceptance of Buyer's purchase order is limited to, and conditioned upon, Buyer's acceptance of these Terms. MSI VIKING not objecting to Buyer's terms, or fulfilling a Buyer purchase order, does not constitute MSI VIKING' acceptance of Buyer terms. Buyer accepts these Terms by: (i) signing and returning MSI VIKING' Quotation; (ii) sending MSI VIKING a purchase order in response to MSI VIKING' Quotation; or (iii) instructing MSI VIKING to ship the Product(s) or commence work on the Order(s).
2. **DEFINITIONS.**
 - A. "**Agreement**" means a combination of these Terms, MSI VIKING' Quotation, Order Confirmation/Acknowledgement, and MSI VIKING' invoice.
 - B. "**Certified Pre-Owned System**" means a System, that has been inspected, refurbished, and re-certified, and is considered by MSI VIKING to be previously owned or titled. Certified Pre-Owned Systems qualify for the applicable Limited Warranty coverages, as detailed in Section 10 below. Certified Pre-Owned Systems may have scratches, chips, and/or repaired scratches/chips on the working table and body of the System that are not detrimental to the System's performance, which are not covered by the Limited Warranty.
 - C. "**Component(s)**" means parts, spare parts, retrofits, and retrofit parts, sold under this Agreement.
 - D. "**CIP Named Destination (Incoterms 2010)**" means MSI VIKING will arrange transportation and insurance on behalf of the Buyer to the destination named and denoted on/in the Quotation. Buyer will be charged, and agrees to pay, for all transportation and insurance costs. Costs will be included as a prepay and add in the quotation and the MSI VIKING invoice. Buyer will include such costs as a line in its purchase order. Title and risk will pass to Buyer upon loading to the first freight carrier. Buyer is responsible for all import formalities and costs (if applicable).
 - E. "**Demo/Demonstration System**" means a System that has been used for demonstration purposes, has not been previously owned or titled. Demo Systems qualify for the applicable Limited Warranty coverages, as detailed in Section 10 below. Demo Systems may have scratches, chips, and/or repaired scratches/chips on the working table and body of the System that are not detrimental to the System's performance, which are not covered by the Limited Warranty.
 - F. "**FCA Shipping Point (Incoterms 2010)**" means Buyer is responsible for all transportation arrangements and costs. Title and risk of loss will pass to Buyer upon loading to the first freight carrier. MSI VIKING will provide carrier and transportation equipment requirements (e.g. air-ride truck).
 - G. "**Install/Installation/Initial Installation Service(s)**" means the installation labor required for MSI VIKING to fulfill an Order involving the sale of a System (e.g. the installation of a System or the completion of a retrofit).
 - H. "**Notice**" means all notices, requests, consents, claims, demands, waivers, and other communications.
 - I. "**Named Destination**" means the destination named and denoted on/in the Quotation.
 - J. "**New System**" means a System that is in new/original condition that has not been previously owned or titled.
 - K. "**Order Acknowledgment**" or "**Order Confirmation**" means MSI VIKING' written confirmation to Buyer that the Buyer's purchase order has been received, accepted, and processed, subject to these Terms.
 - L. "**Price**" means the price of the Product(s) as stated in the Order.
 - M. "**Quotation**" or "**Quote**" means the final, non-budgetary proposal issued by MSI VIKING.
 - N. "**Service(s)**" means the labor MSI VIKING performs to fulfill an Order.
 - O. "**Software**" means software (in object code) incorporated with the Product(s).
 - P. "**System**" means a complete and functioning system as configured and sold.

- Q. **“Used System”** means a System, that is in used condition, has been previously owned or titled, has been inspected by MSI VIKING, but has not been refurbished or accuracy certified by MSI VIKING. Used Systems qualify for the applicable Limited Warranty coverages, as detailed in Section 10 below. Used Systems may have scratches and/or chips on the working table and body of the System that are not detrimental to the System’s performance, and therefore, are not covered by the Limited Warranty.
3. **PRICE; TAXES.** Unless the Order states otherwise, the Price does not include: (i) packaging; (ii) delivery; (iii) transportation; (iv) rigging; (v) transit insurance; (vi) Installation; (vii) additional fittings/adjustments; (viii) training; or (ix) any tax, fee, levy, assessment, exaction, imposition or other charge imposed by any local, state or government levied upon the Product’s production, sale, use, import, export, ownership, shipment.
4. **PAYMENT.** Payments will be made as indicated in the official MSI VIKING Quotation. Past due amounts are subject to a service charge at the maximum rate of interest then-permitted by law, until paid in full. Payment terms are as indicated in the official MSI VIKING quote. No deductions or offsets are permitted. Buyer will pay all of MSI VIKING’ costs and expenses incurred in the collection of past due amounts, including reasonable collection agency or attorney’s fees, court filing fees and other costs and disbursements.
5. **SHIPPING; RISK OF LOSS; DELIVERY SUSPENSION.** Shipping dates are estimates, until definitively established in a MSI VIKING Order Acknowledgment. Product(s) will be shipped according to the date(s) specified in the Order Acknowledgment, subject to Product availability. MSI VIKING will not hold, store, or warehouse Product(s) that MSI VIKING has deemed ready for shipment. If Buyer is not able to take delivery when a Product is ready to ship, or has shipped, Buyer must make alternate storage arrangements, and immediately notify MSI VIKING of a change in destination. Buyer will be responsible for all additional costs associated with a change in shipping destination. The Product’s packaging is intended to protect the system during transportation and proper short-term storage (i.e. in a dry and secure location). If the Product is properly stored for more than ninety (90) days, the Product will require inspection during installation to assure its quality. The Buyer will be responsible for any additional installation expenses for evaluation and refurbishment if required. MSI VIKING may elect to treat such failure or notice as Buyer’s repudiation of this Agreement and may recover from Buyer MSI VIKING’s costs of manufacture, customization, preparation, shipping and storage of the Product(s). If Buyer requests a delay in delivery of more than 30 days, MSI VIKING may charge Buyer a holding charge of 2% of the net sales price per month. Buyer must carefully examine the Product(s) immediately upon delivery. Before signing any receipt, Buyer must note on the shipping receipt any visible damage to the Product(s) (or container) and notify MSI VIKING of that damage within five (5) days of receipt of delivery. Buyer’s signature on a receipt without notation of damage or Buyer’s failure to send notice to MSI VIKING of damage within such 5-day period will constitute proof of Buyer’s receipt of the Product(s) in satisfactory condition. MSI VIKING will not be liable for any delays, loss, or damage in transit. Regardless of the Incoterm (2010) designation used, title and risk of loss will pass to Buyer at MSI VIKING’ premises (**the “Shipping Point”**), when loading onto the first carrier is complete. Air-ride transportation is sometimes required for the shipment of Systems. All rigging, including confirming requirements, is the responsibility of the Buyer. Shipments will be made as follows, as indicated in the line item specified in the Quotation, unless otherwise agreed to in writing by MSI VIKING:
- i. **FCA Shipping Point (Incoterms 2010).** Buyer is responsible for all transportation arrangements and costs. Title and risk of loss will pass to Buyer upon loading to the first freight carrier. MSI VIKING will provide carrier and transportation equipment requirements (e.g. air-ride truck).
- or
- ii. **CIP Named Destination (Incoterms 2010).** MSI VIKING will arrange transportation and insurance on behalf of the Buyer to the Named Destination, as named and denoted on the Quote cover letter. Buyer will be charged, and agrees to pay, for all transportation and insurance costs. Costs will be included as a prepay and add in body of the quote submission email and the MSI VIKING invoice. Buyer will include such costs as a line in its purchase order. Title and risk will pass to Buyer upon loading to the

first freight carrier. Buyer is responsible for all import formalities and costs (if applicable). These Incoterms only apply to orders shipped within the United States and US territories. Shipments destined for delivery outside of the United States will require an alternate shipping method/Incoterm designation, to be established in the MSI VIKING Quotation.

6. SECURITY INTEREST & FINANCIAL INSECURITY. As collateral security for the payment of the Price of the Product(s), until MSI VIKING is paid in full, Buyer hereby grants to MSI VIKING a lien on and security interest in and to all of the right, title, and interest of Buyer in, to and under the Product(s), wherever located, whenever arising, and in all accessions thereto and replacements or modifications thereof, as well as all proceeds (including insurance proceeds) of the foregoing. The security interest granted under this provision constitutes a purchase money security interest under the State of South Carolina Uniform Commercial Code. Buyer warrants that it: (i) has established a budget, (ii) approved financing, (iii) is able to pay its debts as they become due, (iv) is in fact now paying its debts in the ordinary course of business, and (v) is not insolvent within the meaning of the Federal Bankruptcy Act. Buyer understands that MSI VIKING is relying upon these representations in extending credit under this Agreement. MSI VIKING may, at any time suspend shipment, cancel its obligations under these Terms, require cash payment(s), payment(s) in advance, or other adequate assurances of performance satisfactory to MSI VIKING, when, in MSI VIKING' sole and commercially reasonable opinion, such measures are warranted because of Buyer's financial condition or other grounds for insecurity regarding Buyer's ability to perform under this Agreement. Until the Product(s) are paid for in full, Buyer gives MSI VIKING a security interest in: the Product(s), all monies received for the Product(s), or in chattel paper for the Products (e.g.: a lease).

7. INSTALLATION ACCEPTANCE TESTING. If Product does not conform to its published specification, Buyer must notify MSI VIKING within 7 business days of: (a) delivery to Buyer (if Price excludes install by MSI VIKING); or (b) certification by MSI VIKING that the Product has been installed and meets published specifications for that System (if Price includes Install by MSI VIKING) (the **"Inspection Period"**), not to exceed 60 days from the delivery date. Buyer's use of the Product constitutes Product's conformance with Product's specifications. If MSI VIKING is timely notified of Buyer's express rejection of a non-conforming Product, and MSI VIKING determines the Product's non- conformance is a defect in material or workmanship, and therefore, covered under the MSI VIKING Limited Warranty, MSI VIKING will either: (i) replace the non-conforming Product with a conforming Product; (ii) repair the non-conforming Product; or (iii) credit or refund any amounts paid for the Product back to the Buyer. **FOR DEMO, CERTIFIED PRE-OWNED, AND USED SYSTEMS, THE SOLE REMEDY WILL BE REPAIR OR REFUND. TO AVOID ANY DOUBT, MSI VIKING WILL NOT REPLACE AS A REMEDY FOR DEMO, CERTIFIED PRE-OWNED, OR USED SYSTEMS. THE SOLE REMEDIES ESTABLISHED IN THIS SECTION ARE THE BUYER'S EXCLUSIVE REMEDY, AND MSI VIKING' ENTIRE LIABILITY, FOR THE DELIVERY OF NON-CONFORMING PRODUCTS.** When applicable, if Buyer is not ready for a System to be Installed when MSI VIKING employees arrive for the Installation, Buyer may be charged a fee in connection with MSI VIKING' site visit.

8. CANCELLATION & RETURN POLICY. MSI VIKING' prior written consent is required for Order cancellations, modifications, and returns. Contact your MSI VIKING Customer Care Representative to obtain a return authorization. Buyer must pay MSI VIKING a 20% (of the Order) fee for cancelled or returned Orders. Buyer is responsible for the risk of loss, shipping and handling fees for returned Product(s). MSI VIKING may adjust the price and/or discounts for a modified Order. Original discounts may no longer apply. Returned Products must be new, unused, and in the original packaging. Software, electronic parts (e.g. printed circuit boards) and consumable items are not returnable. No returns will be accepted after **90 days** from acceptance (as defined in section 5 of these Terms).

9. LIMITED WARRANTY.

A. Duration of Limited Warranty and Coverages. MSI VIKING warrants to Buyer that:

i. For New Systems:

For 12 months from the date of the MSI VIKING Installation of the System, or from the delivery date of the Product if

Installation is not included in the Price or scheduled with MSI VIKING prior to delivery, the System will conform to MSI VIKING' published specifications, and will be free from defects in material and workmanship.

ii. For Demo & Certified Pre-Owned Systems:

For 12 months from the date MSI VIKING Installs the System, or from the delivery date of the Product if Installation is not included in the Price or scheduled with MSI VIKING prior to delivery, the System will conform to published specifications, and will be free from defects in material and workmanship, with the exception of scratches, chips, and/or repaired chips on the working table and body of the System that are not detrimental to the System's performance, which are not warranted or covered under this Limited Warranty.

iii. For Used Systems:

For 90 days from the date MSI VIKING Installs the System, or from the delivery date of the Product if Installation is not included in the Price or scheduled with MSI VIKING prior to delivery, the System will conform to published specifications, and will be free from defects in material and workmanship, with the exception of scratches and/or chips on the working table and body of the System that are not detrimental to the System's performance, which are not warranted or covered under this Limited Warranty.

iv. For Components:

- For 6 months from the date of delivery of the Component, or from MSI VIKING' Installation of the Component, that the Component will be free from defects in material.
- For Microscopy Components, for 12 months from the date of delivery of the Component, or from MSI VIKING' Installation of the Component, that the Component will be free from defects in material.

B. For Services: For 30 days from the completion of the work, that labor will be free from defect in workmanship, and will be performed in a workman-like manner.

C. Non-Covered Items. This Warranty does not cover: high-wear, consumable items (e.g.: styli, air filters, etc.) or the servicing/replacement of other manufacturer's equipment or accessories. These items, and any third-party supplied items (software or hardware) are covered by their manufacturer's warranty and arrangements for service or replacement must be made through that manufacturer. This Warranty does not cover failure that has resulted from improper third-party services, improper or unreasonable use or maintenance, accident, or environmental conditions outside of those prescribed in the Product specifications or industry standards, improper packaging or shipment, electrical failure, or unauthorized tampering, alteration or modification. On-site planned or preventive maintenance activities are not included as a part of this Warranty. This Warranty does not apply to Software, which is warranted separately. **IF A SYSTEM OR PART IS INSTALLED BY A NON-MSI VIKING- CERTIFIED THIRD-PARTY VENDOR, THE MSI VIKING LIMITED WARRANTY MAY BE VOID.**

D. EXCLUSIVE WARRANTY. THIS LIMITED WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, WRITTEN OR ORAL, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY DOES NOT APPLY TO SOFTWARE, WHICH IS WARRANTED SEPARATELY.

E. EXCLUSIVE REMEDIES.

- i. **For New Systems:** MSI VIKING will, at its sole option, repair or replace any parts it reasonably determines to have failed due to defects in material or workmanship during the applicable warranty period. If it is not possible to repair or replace such items, then MSI VIKING will refund the prorated value of the item. Although it may provide support for a longer period, unless noted otherwise, MSI VIKING warrants the availability of service for System(s) for 7 years from the date of sale. The obligation to repair, replace, or refund described in this section is the only remedy for a breach of this limited warranty.
- ii. **For Demo, Certified Pre-Owned, & Used Systems:** MSI VIKING will, at its sole option, repair or replace any parts it reasonably determines to have failed due to defects in material or workmanship during the applicable warranty period. The obligation to repair, replace is the only remedy for a breach of this limited warranty.

10. **LICENSE FOR USE OF SOFTWARE.** MSI VIKING or MSI VIKING's OEM Partner grants to Buyer, via the licensor the "Licensor" in a separate End User Licensing Agreement (the "EULA"), a non-exclusive, non-transferable license to use the software, solely for Buyer's internal uses in association with the Product(s), which will commence on the date stated on the Order. The EULA does not include the right to make copies of Software, extract, modify, or incorporate any part of the Software, nor reverse engineer, decompile, or disassemble the Software. MSI VIKING or MSI VIKING's OEM Partner and Licensor do not have any obligation to supply software upgrades (i.e., new versions, or new, or in-line releases). The EULA may be supplemented or modified by specific licenses incorporated with or attached to the software. Please refer to the applicable EULA for further details.
11. **CONFIDENTIAL INFORMATION.** All non-public information that relates to the existing or reasonably foreseeable business of a disclosing party, whether disclosed directly or indirectly, which has been expressly or implicitly protected by a disclosing party, or which, from all of the circumstances, a receiving party knows or has reason to know that the disclosing party intends or expects the secrecy of such information to be maintained, will be considered "Confidential Information", and may not be used, disclosed, or copied unless authorized in advance, in writing, by the other party. This Section does not apply to information that is: (i) in the public domain; (ii) is known to the other party at the time of the disclosure; (iii) is rightfully obtained by a party on a non-confidential basis from a third party; (iv) developed independent of Confidential Information it receives from the other party; or (v) is compelled to be disclosed by a judicial or governmental decree, demand, or order.
12. **LIMITATION OF LIABILITY. NEITHER PARTY WILL BE LIABLE TO THE OTHER OR TO ANY THIRD PARTY FOR ANY LOSS OF: USE, REVENUE, BUSINESS OPPORTUNITY, PROFIT(S), PROSPECTIVE PROFIT(S), LOSS OF DATA, VALUE, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, NONPERFORMANCE, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. A PARTY'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE TOTAL OF THE AMOUNTS PAID TO MSI VIKING FOR THE PRODUCT OR SERVICE GIVING RISE TO THE EVENT OF LIABILITY.**
13. **FORCE MAJEURE.** Neither party will be liable to the other, or deemed to be in breach of these Terms, for any failure or delay in performance of any Terms if it is caused by or results from acts or circumstances beyond the (relevant) parties' reasonable control, including, without limitation: acts of nature, flood, fire, earthquake, explosion, governmental actions, war, invasion or hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest, national emergency, revolution, insurrection, epidemic, pandemic (including COVID-19) lockouts, third party labor strikes, or other third party labor disputes. Should a delay occur, MSI VIKING may reasonably extend delivery or production schedules or, at its option, cancel the order in whole or part without any liability other than to return any unearned deposit or prepayment. MSI VIKING may also make partial shipments to Buyer and invoice accordingly, and Buyer shall be obligated to pay for such partial shipments when invoiced. The party experiencing the force majeure must inform the other party promptly of the delay.
14. **EQUAL OPPORTUNITY EMPLOYER.** MSI VIKING is an equal opportunity employer. MSI VIKING celebrates and thrives on diversity and is committed to fostering and preserving an environment where all employees feel respected and welcome. MSI VIKING does not discriminate on the basis of: race, religion, color, national origin, gender, familial status, pregnancy, sexual orientation, gender identity, gender expression, age, family medical history or genetic information, protected veterans status, physical or mental disability, or any other legally protected characteristics. MSI VIKING does not tolerate discrimination or harassment based on any of these characteristics. MSI VIKING fulfills its obligations for EEO-1 reporting.
15. **ASSIGNMENT.** Neither party may assign or transfer their rights or obligations under these Terms, except to its parent, subsidiaries, or affiliates. Any other assignment or delegation violates this Section and is invalid. No assignment or delegation relieves either party of any of its obligation under these Terms.

16. **RELATIONSHIP.** The parties are independent contractors, and these Terms do not create any agency, partnership, joint venture, or other form of joint enterprise, employment, or fiduciary relationship.
17. **THIRD PARTY BENEFICIARIES.** This Agreement is for the sole benefit of the parties, and their respective successors and permitted assigns, and not for any other third party.
18. **SURVIVAL.** The rights and obligations established in this Agreement will survive the termination or expiration of the Terms, unless otherwise limited by a provision in this Agreement.
19. **SEVERABILITY.** If a court of competent jurisdiction deems any of the provisions in this Agreement to be invalid, illegal, or unenforceable, the remainder of the Agreement will remain valid and the parties will work in good faith to amend such invalid provision in a manner that lawfully accomplishes the original intent of the invalid provision. If removing or amending the invalid provision has a material adverse effect on either party, the affected party may terminate these Terms without further obligation or liability.
20. **WAIVER.** The failure of a party to enforce this Agreement, or any provision of it, will not constitute a waiver of this Agreement or that provision, and will not constitute a waiver of the same in the future.
21. **NOTICE.** All Notices must be in writing and addressed to the parties indicated on the face of the Order. All Notices must be delivered by hand, nationally recognized overnight courier (with all fees pre- paid), fax (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). A Notice only is effective upon its receipt by the receiving party, and if the party giving the Notice has complied with the requirements in this section.
22. **EXPORT/RE-EXPORT.** The Product(s) may be subject to United States Export Administration Regulations and diversion contrary to U.S. law is prohibited. All transactions are conditioned on compliance with all applicable export control laws and regulations and all other applicable laws and treaties, including without limitation the Foreign Corrupt Practices Act, of the U.S.A., international treaty and/or the Buyer's country. Buyer agrees that it must not, except as permitted by those laws, regulations or treaties, make any disposition, either by transshipment, re-export, diversion or otherwise, of Products in whole or in part. Buyer warrants that it will not export or re-export any Products with knowledge that they will be used in the design, development, production, or use of chemical, biological, nuclear, or ballistic weapons, or in a facility engaged in such activities, unless Buyer has obtained all required permits and approvals. Buyer further warrants that it will not export or re-export, directly or indirectly, any Products to embargoed countries or sell Products to companies or individuals listed on the Denied Persons List published by the Department of Commerce. All obligations in this paragraph survive any termination of site access, discharge of any other contract obligations, and termination of this Agreement.
23. **TRADE COMPLIANCE.** Please be advised that the products, technical data/technology and services included in this quotation, order confirmation or contract may be subject to European Union, U.S., or other export control regulations. This document will only be effective if not prohibited by sales ban (embargo) and/or if necessary licenses are granted. An export license or other government authorization may be required to complete this transaction. Your assistance may be required to complete export licensing requirements. Neither party will be responsible for performance or liable for damages if this transaction is determined to be restricted by regulation and/or denied a license or permission by applicable export controls authorities.
24. **INSURANCE.** MSI VIKING will maintain commercially reasonable insurance coverages, including but not limited to: Commercial General Liability, Products Liability, and Worker's Compensation coverages.

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25. **GOVERNING LAW AND VENUE.** These Terms are governed by South Carolina law, without use of any of its conflict-of-laws provisions. The parties will resolve any disputes between them in the courts in South Carolina, and waive the right to a trial by jury, to the extent permitted by law. The venue for any disputes will be in the State of South Carolina, and the parties consent to the exclusive jurisdiction of the federal and state courts located in Richland County, South Carolina, U.S.A.
26. **ENTIRE AGREEMENT; MODIFICATIONS.** These Terms contains the entire understanding of the parties related hereto, and supersedes all prior and contemporaneous discussions, whether written or oral, and may not be amended except by a writing signed by both parties.
27. **COUNTERPARTS.** This Agreement and any amendment to it may be executed in several counterparts, each of which, when executed and delivered will be an original, and all together will constitute the same instrument. A faxed signature, or a signature delivered as an imaged attachment to an e-mail message is deemed equivalent to an original ink signature.