LIMITED WARRANTY-LIMITATION OF LIABILITY: All equipment warranties are provided by the original manufacturer and governed by their written warranty. Copies are available upon request. Seller is not extending any additional warranty or guaranty, either expressed or implied, including any warranty of merchantability or fitness for any particular purpose. Seller is not responsible for any loss or damage arising from buyers’ use or operation of the equipment, unless solely caused by seller’s willful misconduct or gross negligence. This warranty does not cover loss of damage that results from improper installation, handling, maintenance, misuse or neglect. The warranty set forth herein is the sole and exclusive warranty, in lieu of all other warranties, and no other warranties of any kind shall apply, whether express or implied.

Delays: Seller shall not be liable for damages or delays in performance due to circumstances beyond its reasonable control. Failure of Seller to perform for any reasons beyond its reasonable control shall not be grounds for Buyer’s cancellation of its order, or recovery of any damages, but the delivery date shall be extended accordingly.

Liability: MSI shall not be liable for any special, incidental, indirect, consequential, exemplary or punitive damages or losses which may be suffered by buyer with respect to this agreement, including but not limited to, loss of present or prospective profits, loss of income or revenue, expenditures, investments or commitments, or loss of business or data, whether in an action in contract, equity, negligence, intended conduct, tort, or otherwise (including breach of warranty, negligence, and strict liability in tort), even if such MSI has been advised of the possibility of such damages. The total aggregate liability of MSI for claims asserted under this agreement shall be limited to the total purchase agreement price.

Insurance: Seller is adequately insured for risks associated with production and delivery of the Equipment.

Indemnification: Buyer shall indemnify and hold harmless Seller from any claims for damage arising from the Equipment produced pursuant to Buyer’s specifications.

Force Majeure: The parties shall not be liable to each other for any loss, damage or other claim whatsoever arising out of a delay, failure, or inability to perform any obligation(s) contained in the purchase agreement which is beyond a party's reasonable control. Such causes may include, but are not limited to, any act of God, fire, flood, lightning, earthquake, tornado, labor disputes, transportation delays, war, terrorism, revolution, riot, sabotage, act of the public enemy, explosion, embargo, confiscation or act or failure to act of any government, agency, board, or commission. Lack of finances shall in no event be deemed to be a cause beyond a party’s control.

Assignment: Assignment of this Purchase Order or any interest therein, or of any payment due or to become due hereunder, without prior written consent of the other Party to this Purchase Order is void.

Waiver: No waiver by MSI of any breach of the terms and conditions or performance of this Purchase Order shall constitute a waiver of any subsequent breach.

Integration. The Quote, PO and these Terms and Conditions (collectively, the “Agreement”) contain the entire agreement between Seller and Buyer regarding the matters set forth therein. Any change to or modification of any terms of the Agreement must be made in writing signed by each party. The Agreement binds and inures to the benefit of each party’s heirs, personal representatives, and successors.

Construction. The Agreement has been reviewed and approved by each of the parties. Any inconsistency between any provisions of the Agreement shall be construed in favor of Seller unless otherwise accepted in writing by Seller. If any provision of the Agreement is determined to be unenforceable, the remaining provisions of the Agreement shall not be affected and shall be deemed enforceable to the extent permitted by law.

Governing Law and Legal Fees. The Agreement shall be governed by the laws of the state of Washington. Jurisdiction and Venue for any dispute regarding the Agreement shall be proper in King County. In the event of a dispute regarding the Agreement, the losing party shall pay the prevailing party all its attorneys' fees and costs incurred therein.