



STANDARD TERMS AND CONDITIONS OF SALE

These Terms and Conditions of Sale (“Terms”) shall govern all proposals, quotations, orders and contracts for the sale of goods and services of MSS to Purchaser. These Terms supersede any prior written or oral agreement, understanding, representation or promise, and any pre-printed or standard terms and conditions contained in Purchaser’s request for proposal/quote, purchase order, invoice, order acknowledgement, contract or other similar document. These Terms may be modified by a written agreement signed by both parties. These Terms shall be effective for 90 days. Waivers of lien will be furnished upon request, as the work progresses, to the extent payments are received. MSS retains all remedies for Purchaser’s insolvency including, but not limited to, the right to stop work and/or delivery, reclaim any goods delivered, or withhold delivery except for cash. Failure to pay invoices at maturity date, at MSS’s election, makes all subsequent invoices immediately due and payable and MSS may stop work and/or withhold all subsequent deliveries until the full account is settled and MSS

“MSS” means MSS Solutions, LLC or the affiliated MSS entity named in the proposal or order which is providing the goods and/or services. “Purchaser” means the company who accepted MSS’s offer or is named in the order. The goods and/or services provided by MSS to Purchaser shall collectively be referred to as “Work”.

2. PRICES & TAXES: Unless otherwise mutually agreed to in writing, prices do not include duties, sales, use, excise, or other similar taxes, unless required by federal, state or local law. Purchaser shall pay, in addition to the stated price, all taxes not legally required to be paid by MSS or, alternatively, shall provide MSS with acceptable tax exemption certificates. MSS shall provide Purchaser with any tax payment certificate upon request and after completion and acceptance of the Work. Stenographic, clerical and mathematical errors are subject to correction. Prices are exclusive of expenses related to special packaging or procedures to cover unique circumstances of shipment or storage unless specifically noted. Until acceptance of order on these Terms, quoted prices are subject to change.

3. DELIVERY & PERFORMANCE: Dates for the furnishing of services and/or delivery or shipment of goods are approximate only and are subject to change, and MSS shall use commercially reasonable efforts to meet such dates; provided, however, that MSS shall not be liable in damages or otherwise, nor shall Purchaser be relieved of its performance hereunder, because of MSS’s failure to meet them. Additionally, MSS shall not be liable, directly or indirectly, for any delay in or failure to perform caused by carriers or suppliers; labor difficulties, shortages, strikes or stoppages of any sort; difficulty in obtaining materials; customer requested order changes; fires, floods, storms, accidents, or acts of God; civil war, riot, rebellion, revolution, military or usurped power, insurrection, civil commotion or disorder, mob violence, act of civil disobedience; act of terrorism, sabotage or piracy; plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee and/or governmental restrictions; any statute, sanction, injunction or other governmental restraint or prohibition; or other causes beyond MSS’s reasonable control. In the event of any such delay, the date of delivery/performance shall be extended for a length of time at least equal to the period of the delay. All Work for which MSS does not receive notice of rejection for within seven (7) days after receipt, will be deemed accepted. If Purchaser fails to perform any of its obligations under this agreement, MSS shall be entitled to suspend its performance under the agreement until such time as Purchaser performs such obligations, and any dates for the delivery of goods or performance of services shall be extended for an amount time determined in MSS’s discretion.

4. SHORTAGE; DAMAGE: If the materials or equipment included in this order/proposal become temporarily or permanently unavailable for reasons beyond the control and without the fault of MSS, then in the case of such temporary unavailability, the time for performance of the Work shall be extended to the extent thereof, and in the case of permanent unavailability MSS shall (a) be excused from furnishing said materials or equipment, and (b) be reimbursed for the difference between the cost of the materials or equipment permanently unavailable and the cost of a



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manner whatsoever for: (i) any goods or services which, following delivery or performance by MSS, has been subjected to accident, abuse, misapplication, improper repair, alteration, improper installation or maintenance, neglect, or excessive operating conditions; (ii) defects resulting from Purchaser's specifications or designs or those of Purchaser's contractors or subcontractors other than MSS; (iii) damage resulting from the combination, operation or use with equipment, products, hardware, software, firmware, systems or data not provided by MSS, if such damage or harm would have been avonm wo h3 su o h3 so operat36.00.7 (ct)- -1.14 T,9e5hQ14 T,9e5hQ149.1 (h)-10.7 (61 (u)10.7 (a6.00.7 (ct)