



West Virginia Parkways Authority
NOTICE OF INTENT TO AWARD A SOLE SOURCE PURCHASE

In accordance with applicable procurement regulations, the West Virginia Parkways Authority intends to award a sole source contract to the following vendor:

Vendor: Viken Imaging, Inc.

Address: 50 Concord Street, Wilmington, MA 01887

Description of Goods/Services: Purchase of Viken Imaging handheld X-ray detection equipment, accessories, and related support services.

This procurement is being made as a sole source because Viken Imaging, Inc. is the original equipment manufacturer (OEM) and the sole authorized source for this specialized detection equipment and associated software. Viken's technology uniquely detects lead and provides both backscatter and transmission X-ray images using an attached accessory, the DTX Arm. Viken is the only manufacturer of the BTX Imager with integrated lead detection and DTX Arm capability.

Any firm that believes it can provide the required equipment, and services must submit written notification, including sufficient technical documentation to demonstrate the ability to meet these requirements, to:

Contact: Kent Light, Procurement Specialist, Senior

Email: klight@wvturnpike.com

Address: 374 George St, Beckley, WV 25801

no later than **10 AM on November 3, 2025.**

Submissions received after this date and time will not be considered.

If no substantiating responses are received, an award will be made to Viken Imaging, Inc. without further notice.

Additional information is available at www.wvturnpike.com

Prospective vendors are responsible for all toll charges incurred while providing goods or services to the West Virginia Parkways Authority. The WVPA is an Equal Opportunity Employer.

General Terms and Conditions West Virginia Parkways Authority

1. CONTRACTUAL AGREEMENT: Issuance of a Purchase Order signed by the Agency constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this contract.

2. DEFINITIONS: As used in this Solicitation / Contract, the following terms shall have the meanings attribute to them below. Additional definitions may be found in the specifications included with this Solicitation / Contract.

2.1 "Agency" means the agency, board, commission, or other entity of the State of West Virginia That is identified on the first page of the Solicitation.

2.2 "Contract" means the binding agreement that is entered into between the State and Vendor To provide the goods and services requested in the Solicitation.

2.3 "Director" means the Director of the West Virginia Parkways Authority (WVPA), Purchasing Division.

2.4 "Purchasing Division" means the West Virginia Parkways Authority, Purchasing Division.

2.5 "Purchase Order" means the document signed by the Agency, that identifies the Vendor as the successful Bidder and contract holder.

2.6 "Solicitation" means the official solicitation published by the WVPA and Identified by the name of the solicitation.

2.7 "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires; including the West Virginia Parkways Authority.

2.8 "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the Entity that has been selected as the lowest responsible bidder, or the entity that has been Awarded the Contract as context requires.

3. PRICING: The pricing set forth herein is firm for the life of the contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification.

4. EMERGENCY PURCHASES: The Parkways Purchasing Division Director may authorize the Agency to purchase Goods or services in the open market that Vendor would otherwise provide under this Contract of those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Parkways Purchasing Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase Contract.

- 5. ALTERNATES:** Any model, brand, or specifications listed herein establishes the acceptable level of equality only and is not intended to reflect a preference for, or in any way a favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate Item in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant Documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a vendor's bid.
- 6. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a Contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to clarifications of, or modifications of a requirement or term and condition of the solicitation may result in bid disqualification.
- 7. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part. Vendor's signature on its bid signifies acceptance of the terms and conditions contained in the Solicitation and Vendor agrees to be bound by the terms of the Contract, as reflected in the Purchase Order, upon receipt.
- 8. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee is applicable.
- 9. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of not effect beginning on July 1 of fiscal year for which funding has not been appropriated or otherwise made available.
- 10. PAYMENT:** Payment in advance is prohibited under this contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears, to the Agency at the address on the face of the purchase order labeled "Invoice To."
- 11. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.
- 12. DELIVERY:** All quotations are considered freight on board destination ("F.O.B. destination") unless alternate shipping terms are clearly identified in the bid. Vendor's listing of shipping terms that contradict the shipping terms expressly required by this Solicitation may result in bid disqualification.
- 13. INTEREST:** Interest attributable to late payment will only be permitted if authorized by the West Virginia Code. Presently, there is no provision in the law for interest on late payments.
- 14. PREFERENCE:** Vendor Preference may only be granted upon written request and only in accordance with the West Virginia Code &5A-3-37 and the West Virginia Code of State Rules. A Resident Vendor Certification form has been attached hereto to allow Vendor to apply for the preference. Vendor's failure to submit the Resident Vendor Certification form with its bid will result in denial of Vendor Preference. Vendor Preference does not apply to construction projects.

- 15. SMALL, WOMAN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid on or after July 1, 2012, in accordance with West Virginia Code &5A-3-37(aX7) and W.Va. CSR &148-22-9, any non-resident vendor certified as a small, woman-owned, or minority-owned business under W.Va. CSR &148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, woman-owned, or minority-owned business must identify itself in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W.Va. CSR &148-22-9 prior to submission of its bid to receive the preferences made available to resident vendors. Preference for non-resident small, woman owned, or minority-owned business shall be applied in accordance with W.Va. CSR &148-22-9.
- 16. TAXES** The Vendor shall pay any applicable sale, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from Federal and State taxes and will not pay or reimburse such taxes.
- 17. CANCELLATION:** The State reserves the right to cancel the Contract immediately upon written notice to the Vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules &148-1-7.16.2.
- 18. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or in bids or specifications in accordance with West Virginia Code of State Rules &148-1-4.6.
- 19. TIME:** Time is of the essence with the regard to all matters of time and performance in this Contract.
- 20. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- 21. COMPLIANCE:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendors acknowledge that they have reviewed, understand, and will comply with all applicable law.
- 22. PREVAILING WAGE:** On any applicable contract for the construction of a public improvement, Vendor and any subcontractors utilized by Vendor shall pay a rate or rates of wages which shall not be less than the fair minimum rate or rates of wages (prevailing wage), as established pursuant to West Virginia Code by the West Virginia Division of Labor under West Virginia Code &21-5A-1 et. seq. and available at <http://www.sos.wv.gov/Administrative-law/wagerates/Pages/default.aspx>. Vendor shall be responsible for ensuring compliance with prevailing wage requirements and determining when prevailing wage requirements are applicable. The required contract provisions contained in West Virginia Code of State Rules &42-7-3 are specifically incorporated herein by reference.
- 23. ARBITRATION:** Any references made to arbitrations contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

- 24. MODIFICATIONS:** This writing is in the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding with mutual written consent of this Agency, and the Vendor, Parkways. No Change shall be implemented by the Vendor until such time as the Vendor receives an approval written Change order from the Purchasing Division. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain delegated or exempt purchases.
- 25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- 26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance Agreements, and includes websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.
- 27. ASSIGNMENT:** Neither this contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without express written consent of the Agency, the Purchasing Division, the Attorney General's Office (as to form only), and any other government agency or office that may be required such assignments. Notwithstanding the foregoing, Purchasing Division approval may or may not be required on certain delegated or exempt purchases.
- 28. WARRANTY:** The vendor expressly warrants that the goods and/or services covered by this contract will (a) conform to the specifications, drawings, samples, or other descriptions furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material workmanship.
- 29. STATE EMPLOYEES:** State employees are not permitted to utilize this contract for personal use and the Vendor is prohibited from permitting or facilitating the same.
- 30. BANKRUPTCY:** In the event the Vendor files for bankruptcy protection, the State of West Virginia may deem this Contract null and void and terminate this contract without notice.
- 31. HIPAA BUSINESS ASSOCIATE ADDENDUM:** The West Virginia State Government HIPPA Business Associate Addendum (BAA), approved by the Attorney General, is available online at <http://www.state.wv.us/admin/purchase/ycr/hipas.html> and is hereby made a part of the agreement Provided that the Agency meets the definition of a Covered entity (45 CFR &160.103) and will be disclosing Protected Health Information (45 CFR &160.103) to the Vendor.

- 32. CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.
- 33. DISCLOSURE:** Vendor's response to the Solicitation and the resulting Contract are considered public documents and will be disclosed to the public in accordance with the laws, rules, and policies governing the West Virginia division. Those laws include, but are not limited to, the Freedom of Information Act found in West Virginia Code &29B-1-1 et seq. If a Vendor considers any part of its bid to be exempt from public disclosure, Vendor must so indicate by specifically identifying the exempt information, identifying the exemption that supplies, providing a detailed justification for the exemption, segregating this exempt information from the general bid information, and submitting the exempt information as part of its bid but in a segregated and clearly identifiable format. Failure to comply with the foregoing requirements will result in public disclosure of the Vendor's bid without further notice. A Vendor's act of marking all or nearly all of its bid as exempt is not sufficient to avoid disclosure and **WILL NOT BE HONORED**. Vendor's act of marking a bid or any part thereof as "confidential" or "proprietary" is not sufficient to avoid disclosure and **WILL NOT BE HONORED**. In addition, a legend or other statement indicating that all or substantially all of the bid is exempt from disclosure is not sufficient to avoid disclosure and **WILL NOT BE HONORED**. Vendor will be required to defend any claimed exemption for nondisclosure in the event of an administrative or Judicial challenge to the State's nondisclosure. Vendor must indemnify the State for any cost incurred related to any exemptions claimed by Vendor. Any questions regarding the applicability of the various public records laws should be addressed to your own legal counsel prior to bid submission.
- 34. LICENSING:** In accordance with West Virginia Code of State Rules &148-1-6.1.7, Vendor must be licensed and in good standing in accordance with any all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.
- 35. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Purchase Order from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and Interest in and to all causes of action it may now or hereafter acquire under the Antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.
- 36. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person, or entity submitting a bid for the same material, supplies, equipment, or services; (2) that its bid is in all respects fair and without collusion or fraud; (3)

that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this RFQ in its entirety; understands the requirements, terms, and conditions, and other information contained herein. Vendor's signature on its bid also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, this Vendor has properly registered with any State agency that may require registration.

- 37. PURCHASING CARD ACCEPTANCE:** The State of West Virginia currently utilizes a Purchasing Card program administered under contract by a banking institution, to process payment for goods and services. The Vendor must accept the State of West Virginia's Purchasing Card for payment of all orders under the Contract.
- 38. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the act and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to Workers Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms and returns pertinent to all of the foregoing. Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.
- 39. IDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officer, and employees from and against (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, in a manner not authorized by the Contract or by Federal or State statutes or regulations; and (3) Any failure of the vendor, its officers, employees, or subcontractors to observe State and Federal Laws including but not limited to, labor and wages and hour laws.
- 40. No Debt Certification:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, that neither vendor nor any related party owe a debt as defined above and that neither Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

41. CONFLICT OF INTEREST: Vendor, its officers or members or employees shall not presently have or acquire any interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members, and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

42. BACKGROUND CHECK: In accordance with W.Va. Code §15-2D-3, the Director of the Division of protective Services may require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for the purpose of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

43. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☐ **Term Contract**

Initial Contract Term: This Contract becomes effective on _____ and the initial contract term extends until _____.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor. Any request for renewal should be delivered to the Agency thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited.

☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor and Agency.

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

☒ **One Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the State Agency (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** See attached.

AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☐ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☒ **One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor and WVPA.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

REQUIRED DOCUMENTS: All of the items checked below must be provided to the Agency by the Vendor as specified below.

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐☐☐☐

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

44. Insurance Requirements

Vendor shall furnish proof of the insurance identified by a checkmark below on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, the Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide the Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers.

Vendor must maintain:

☒ **Commercial General Liability** Insurance in at least an amount of:
\$1,000,000.00 _____ per occurrence.

☐ **Automobile Liability** Insurance in at least an amount of:
_____ per occurrence.

☐ **Professional/Malpractice/Errors and Omission** Insurance in at least an amount of:
_____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity** Insurance in at least an amount of:
_____ per occurrence.

☐ **Cyber Liability** Insurance in an amount of: _____ per occurrence.

☐ **Builders Risk** Insurance in an amount equal to 100% of the amount of the Contract.

☐ **Pollution** Insurance in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☐

Workers' Compensation Insurance: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Chitra Subramamian, COO & CFO

(Printed Name and Title)

21 North Avenue Burlington, MA 01803

(Address)

+1-617-467-5526 +1-617-467-5024

(Phone Number) / (Fax Number)

csubramanian@vikendetection.com

(E-mail address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; ; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the Vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

Viken Detection Corporation

(Company)



(Signature of Authorized Representative)

Chitra Subramamian, COO & CFO

(Printed Name and Title of Authorized Representative)

10/9/2025

(Date)

+1-617-467-5526 +1-617-467-5024

(Phone Number) (Fax Number)

Lieutenant Amos:

Viken Detection is currently the leading supplier in the world of Handheld X-ray instruments. We are the only manufacturer able to provide lead detection and the DTX Transmission Arm capability on our units. To date we have shipped more than 3500 instruments. We are also very proud to have been selected by US Customs and Border Protection to receive a sole source contract valued at more than \$28.8M. To date we have delivered 450 instruments to both the Office of Field Operations and the Border Patrol. We have also recently secured a \$2.9 million sole source contract with DEA. We also have a very rich history of providing systems to HSI, FBI, Secret Service, DoE, DoS, CIA, and DEA offices around the country and we are very anxious to continue to provide you with the industry's best detection equipment.

There are several things that make the Viken Detection equipment sole source, but the 2 most prominent and important features are our ability to detect lead and provide Backscatter and Transmission X-Ray images using an attached accessory – the DTX arm. We are the only manufacturers of the BTX imager with lead detection and DTX arm. Below is some additional information on both features.

“Pb ID” - Lead Detection - The Nighthawk - BTX includes a 120 or 140 KeV X-ray source designed to deliver high quality Backscatter Images. These X-rays are purely for imaging purposes and are not capable of locating concealed lead compartments in a particular conveyance. Recognizing this as a major vulnerability, CBP collaborated with Viken Detection to develop a field ready solution. To accomplish this Viken detection has added **internal Cadmium Telluride detectors** which allows the user to be instantly alerted if Lead is detected. This feature called **“Pb ID”** provides true material identification for lead. No one else in the industry has the capability. The Nighthawk Imaging platform can be outfitted with this capability at order placement, or it can be added at a later time. In either case Viken Detection is the only supplier in the world that can offer this capability. This is vitally important because of the limited training that officers receive and their relative inexperience looking at X ray images. If an officer were to scan a conveyance that contained a lead compartment, they would see a completely clear image on their operating screen. This is because X-rays are absorbed by the lead, and they are unable to penetrate this medium. An inexperienced officer may logically conclude that no threat exists. However, with the Viken Detection Nighthawk imager if lead is detected, during scanning, the user receives an

immediate signal indicating that lead is present. The vehicle or object can then be moved to secondary inspection for further screening. Viken Detection is the only vendor that offers this unique feature.

“True automated lead detection requires the addition of an energy-dispersive detector to the backscatter imager and software that can automatically analyze the acquired spectrum for the presence of lead K-Alpha lines. The detector can be either a Cadmium Telluride (CdTe) or Cadmium Zinc Telluride (CZT) type. If the imager does not contain either of these two detector types, it does not have real lead detection capability.”

Viken DTX Transmission Arm – Realizing that there is a strong need for agencies to have transmission x-ray capability, we have designed the DTX Transmission Arm. This accessory (sold separately) attaches to the BTX unit and allows for simultaneous Backscatter and Transmission scanning. The BTX unit comes equipped to add the DTX arm at any time. This unique accessory eliminates the need to place a transmission panel behind the object being scanned because it is attached to the unit itself. The ability to have Transmission x-ray technology gives officers a much better view and clearer image into items that contain a lot of organic material, for instance, a backpack loaded with clothing items. The DTX transmission arm will better help to identify contraband and items concealed within the backpack without ever having to touch it. We are the only manufacturer of this all-in-one platform.

Should you have any further questions please do not hesitate to contact me.

Best Regards,



Eric Amberson

Sales Manager, U.S. East

Viken Detection Corporation

Cell +1 774-258-1434

Email: Eamberson@vikendetection.com

Website: <https://www.vikendetection.com>

SINGLE/SOLE SOURCE JUSTIFICATION

Purpose

This form must accompany purchase requisitions for the sole source procurement of equipment, construction, supplies or services. The purpose of this sole source justification is to show that competitive procurement is impractical because only one product or service can meet the specific need. It is not to be utilized to circumvent normal purchasing procedure, nor for a price-based justification. Acceptance of this request will be at the discretion of the Director of Purchasing.

Requesting Department Statement

I am aware that State of West Virginia procurement regulations require procurement to be done competitively whenever practicable. I am requesting a sole source procurement based on the following criteria. The following statements are complete and accurate, based on my professional judgment and investigations. I also certify that no personal advantage, gain or privilege has (or will) accrue to my immediate family or myself through the purchase from this vendor, nor is a family member employed by or is an officer of this vendor.

Requesting Department: Purchasing

Requestor: Kent Light

Date: 10/08/2025 Phone: 681-229-4598

Vendor Requested: Viken Detection

Briefly describe the product / service requested, its function and what it will be used for:
Nighthawk-BTX Imaging System Handheld X-ray Instrument.

The Imaging System sees what is invisible to the human eye, detecting concealed contraband, weapons, narcotics and explosives in luggage, barrels, vehicles, upholstery, and many other applications.

Please select the category (or categories) that best describes your single/sole source requirement.

- ☐ A. Compatibility with existing equipment, research protocol, methodology, or training.
- ☒ B. Only known manufacturer of this product.
- ☐ C. Only product that will meet the requirements of the intended use although other like items exist.
- ☐ D. Service of Needed Equipment
- ☐ E. Service Providers

Describe specific consequences of not securing this specific item or service.

An inexperienced officer may logically conclude that no threat exists. However with the Viken Detection Nighthawk Imager, it will immediately signal Officer indicating vehicle or object needs further inspection and screening.

Director of Purchasing Wesley Vandall

Approved By Wesley Vandall
Digitally signed by Wesley Vandall
Date: 2025.10.14 13:00:59 -04'00'



Quote #: Q-09313

Date: October 6, 2025

Expires On: October 31, 2025

Prepared For:

David McMillan

Account:

WV State Police

Billing Address:

4124 Kanawha Turnpike

South Charleston, West Virginia 25309

United States

Account Manager: Eric Amberson

Phone: 7742581434

Email: eamberson@vikendetection.com

Phone: +1 617-467-5526

Fax: +1 617-467-5024

Email: sales@vikendetection.com

Lead Time	Payment Terms
6-8 Weeks To be confirmed at Order Acceptance	Net 30 subject to credit approval

Product Code	Description	QTY	Unit Price	Extended
12-100120	CPAK Bundled package which includes one of our top Nighthawk-BTX imaging systems (+Pb trap detection can be added as a configurable option) and our new Broadwing-DTX Transmission imaging system along with all related standard accessories.	1	\$50,250.00	\$50,250.00
1-100258	NHBTX-140W7 Imaging System	1	Included	Included
1-100090	Broadwing-DTX Bar	1	Included	Included
1-100094	Broadwing-DTX Arm	1	Included	Included
8-100411	NH Series Build Customization: +Pb Trap Detection	1	\$3,150.00	\$3,150.00
9-000001	ON-SITE HANDHELD TRAINING SESSION [CONUS] Includes one on-site trainer, travel & expenses (anywhere inside the US), materials, one day of classroom learning, and hands-on environment use. Max of 15 participants.	1	\$5,250.00	\$5,250.00
10-000001	Domestic Ground Shipping	1	\$115.00	\$115.00

Extended Warranties and Service Contracts	Year 1	Year 2 Extended	Year 3 Extended	Year 4 Extended	Year 5 Extended
CPAK (NHBTX-140W7 & Broadwing-DTX Kit) - Nighthawk Line Extended Warranty	Included	\$0.00	Declined Coverage	Declined Coverage	Declined Coverage

Warranty and Service Contract Net Price Per Year	Included	\$0.00	0	0	0
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Products and Services Subtotal	\$58,650.00
Shipping and Handling Subtotal	\$115.00
Extended Warranty Subtotal	\$0.00
Service Contract Subtotal	\$0.00
Total Discount	\$0.00
Total Price	\$58,765.00

Please note that applicable sales taxes have not been included in the total price. This will be the buyer's responsibility unless a copy of a tax exempt certificate has been provided.

Signature:	_____	Effective Date:	____ / ____ / ____
Name (Print):	_____	Title:	_____
Purchase Order Number:	_____	Sales Tax Exempt:	Yes / No (If Yes, attach a copy of sales tax exempt certificate)

THE FOLLOWING TERMS/CONDITIONS, TOGETHER WITH ANY OTHER TERMS/CONDITIONS SPECIFICALLY AGREED TO IN WRITING BY SELLER, SHALL APPLY TO ALL ORDERS ("Order(s)") FROM, AND SALES OF PRODUCTS ("Products") OR SERVICES ("Services") TO BUYER.

ANY ACCEPTANCE OF ANY ORDER OF BUYER IS CONDITIONED UPON THESE TERMS/CONDITIONS, AND FULFILLMENT OF BUYER'S ORDER DOES NOT CONSTITUTE ACCEPTANCE OF ANY OF BUYER'S TERMS AND CONDITIONS AND DOES NOT SERVE TO MODIFY OR AMEND THESE TERMS. ANY ADDITIONAL OR DIFFERENT TERMS/CONDITIONS PROPOSED BY BUYER IN ANY DOCUMENT ARE OBJECTED TO AND SHALL NOT BE BINDING UPON SELLER. No salesperson is authorized to bind Seller to any promise or understanding not expressed herein.

TAXES

In sales transaction instances where Sales Prices do not include applicable taxes or duties, the Buyer is solely responsible for paying all applicable taxes and duties. Under these circumstances, where the VIKEN DETECTION Sales invoice excludes State, County, and/or Local Sales Tax, it should be inferred that either (1) VIKEN DETECTION has not attained NEXUS status in the State where the Buyer resides, and the Buyer is solely responsible for calculating, remitting and filing the appropriate tax and duties incurred, or (2) The Buyer has declared tax exemption status, and has forwarded the applicable Exempt certificates to VIKEN DETECTION, prior to the Sales invoicing transaction. VIKEN DETECTION will add sales taxes to the sales price where required by applicable law and Buyer will pay such taxes unless Buyer provides VIKEN DETECTION with a duly executed sales tax exemption certificate. If Buyer is required by law to withhold any amount of tax from its Payment to VIKEN DETECTION, Buyer will take all reasonable steps to minimize such withholding tax, provide VIKEN DETECTION with a receipt or certificate as evidence the tax has been paid, and reimburse VIKEN DETECTION for the amount of withholding so that VIKEN DETECTION receives Payment for the full value of the invoice.

PRICES

All prices are subject to change without notice in the event of any changes in cost of materials or labor, specifications, quantities, delivery schedules, customs duties, other factors beyond Seller's control, or in the event of delays caused by instructions of the Buyer, or failure of the Buyer to give Seller adequate information. Prices do not include taxes, including but not limited to Value Added Tax (VAT), or governmental charges.

DELIVERY

Delivery dates are approximate and are dependent on prompt receipt by Seller of all necessary information. Seller may deliver all or any part of Products/ Services as early as 30 days in advance of agreed schedule. The point of delivery shall be "Ex-works" Seller's premises, unless otherwise specified by Seller. Upon delivery, title to Products and all risk of loss or damage thereto shall pass to Buyer. Where Buyer notifies Seller that it cannot or will not take timely delivery of the Products, Buyer accepts that delivery may be made by Seller placing such Products in storage, at the risk of Buyer, and Buyer shall reimburse Seller for all expenses incurred in connection with such storage. Buyer shall dispose of the packing materials for Products at its own expense, and shall defend, indemnify and hold harmless Seller from any legal obligations in connection with such packing waste. Seller's obligation to provide Services is limited solely to services specified in a written statement of work, signed by Seller. Seller may accept any written request by Buyer to provide additional Services that is set forth in writing and signed by Seller, subject to these Terms and Conditions, and priced at no less than Seller's standard time and materials rates.

PAYMENT

1. The term of payment shall be net 30 days from date of Seller's invoice, unless otherwise specified. Payments shall be made by Buyer without any deduction or set-off. Unless otherwise agreed, payment shall be made in U.S. dollars. Seller may charge late payment fees at the rate of 1.5% per month, or the highest rate permitted by law, whichever is less, accruing daily. In addition to all other remedies available under these terms or at law (which Seller does not waive by the exercise of any rights hereunder), Seller shall be entitled to suspend the delivery of any Products if Buyer fails to pay any amounts when due hereunder and such failure continues for 10 days following written notice thereof.
2. If the financial condition of Buyer is unsatisfactory to Seller, Seller may require full or partial payment in advance, or satisfactory security, in the form of a letter of credit or otherwise. Seller may immediately cancel any Order then outstanding

(i) immediately in the event of bankruptcy or insolvency of Buyer and (ii) on 30 days' notice if Buyer fails to pay any amount when due under this Agreement.

3. Buyer grants Seller a purchase money security interest in Products located in the United States, or Services, as well as any proceeds, for the purpose of securing the obligations of Buyer hereunder. Buyer authorizes Seller to execute on Buyer's behalf and file such financing statements as Seller deems appropriate to perfect and notify Buyer's creditors of Seller's security interest.

VARIATIONS IN QUANTITY; CHANGES

Buyer shall accept delivery of quantities greater or smaller than the quantity specified in Order(s), provided that any such variation shall not exceed 5% of the quantity originally specified and shall pay for such Products the price set forth in the Quotation adjusted pro rata. Seller shall not be required to give notice of any such variations other than in the applicable shipping notice and invoice. Seller reserves the option to make changes to Products or Services which do not affect form, fit, or function, and shall deliver Products to the latest configuration part number at the time of delivery.

EXPORT CONTROLS; FCPA; ANTI-BOYCOTT

1. Buyer shall not make any disposition of the Products, by way of transshipment, re-export, diversion or otherwise, except as applicable U.S. export laws and regulations may expressly permit, and other than in and to the ultimate country of destination specified on Order(s) or declared as the country of ultimate destination on Seller's invoices or in the End Use Statement that Buyer supplies Seller. Seller shall not be named as shipper or exporter of record or U.S. principal party-in-interest (USPPI) unless specifically agreed to in writing by Seller in which case, Buyer shall provide Seller with a copy of the documents filed by Buyer for Export clearance purposes. At Seller's request, Buyer shall supply end-use and end-user information to determine export license applicability. Failure of Buyer to comply with this section shall constitute a material default allowing Seller to cancel related Order(s) without liability.
2. Buyer warrants that it shall not violate or cause the Seller to violate the U.S. Foreign Corrupt Practices Act of 1977 (FCPA), as amended, the United Kingdom Bribery Act (UKBA) of 2010, as amended, their respective implementing regulations in connection with Buyer's sale or distribution of the Products and/or Services, and any similar applicable law of any other jurisdiction (together, the "Anti-Corruption Laws") and that Buyer does not know or have reason to believe that any consultant, agent, representative or other person retained by Buyer in connection with the sale and/or distribution of Products/Services has violated, nor caused Seller to violate any Anti-Corruption Laws. Where Buyer learns of or has reason to know of any violation of any Anti-Corruption Laws in connection with the sale or distribution of Products/Services, Buyer shall immediately advise Seller.
3. Buyer further warrants that Buyer shall not violate or cause Seller to violate the U.S. Anti-boycott Provisions of the U.S. Export Administration Regulations issued pursuant to the U.S. Export Administration Act of 1979, as amended, in connection with Buyer's purchase of Products/Services and that Buyer shall not request or require Seller to make statements or certifications against countries that are not subject to boycott by the U.S.

WARRANTIES / SERVICE PARTS

1. Seller warrants that Products manufactured by Seller, when delivered, shall be free from defects in material/workmanship. Seller's obligations under this warranty shall be limited exclusively to repairing or replacing, at Seller's option, any part of Products which, if properly installed, used and maintained, proved to have been defective in material or workmanship within 1 year from the date of shipment. Replacement parts may be new or refurbished, at the election of Seller, and all replaced parts or Products shall become the property of Seller. Seller warrants that Services shall be performed in accordance with generally accepted industry practice.
2. Seller warrants for a period of 1 year from the date of shipment that software or firmware, when used with Products, shall perform in accordance with Seller's published specifications. Seller makes no warranty, express or implied, that the operations of the software or firmware shall be uninterrupted or error-free, or that functions contained therein shall meet or satisfy the Buyer's intended use/requirements.
3. Buyer shall inspect the Products and notify Seller in reasonable detail of any defect in the quality, condition, or nonconformance of Products (including software/firmware) or Services within 7 days of the date of delivery or performance, unless the defect or nonconformance was not apparent on reasonable inspection, in which case, within 7 days after discovery of the defect. If Buyer does not provide such timely notification, it shall not be entitled to reject Products (including

software/firmware) or Services, and Seller shall have no liability for such defect. Buyer must provide Seller a reasonable opportunity after receiving the notice to examine such Products and reasonably verify Buyer's claim that the Products are defective or nonconforming.

4. Expendable items are expressly excluded from this warranty. Seller's sole liability with respect to equipment, materials, parts, or software furnished by third-party suppliers shall be limited to the assignment by Seller to Buyer of any such third-party supplier's warranty, to the extent the same is assignable. In no event shall Seller have any obligation to make repairs, replacements or corrections required, in whole or in part, as the result of ((i) normal wear and tear, (ii) accident, disaster, abnormal physical stress or environmental conditions, or event of force majeure, (iii) misuse, fault or negligence of or by any person other than Seller, (iv) use of the Products in a manner for which they were not designed or contrary to any instructions issued by Seller, (v) causes external to the Products such as, but not limited to, power failure or electrical power surges, (vi) improper handling, storage, or testing of the Products or (vii) use of the Products in combination with equipment or software not approved by Seller. If Seller determines that Products for which Buyer has requested warranty services are not covered by the warranty hereunder, Buyer shall pay or reimburse Seller for all costs of investigating and responding to such request at Seller's then prevailing time and materials rates. If Seller provides repair services or replacement parts that are not covered by the warranty, Buyer shall pay Seller therefor at Company's then prevailing time and materials rates. ANY INSTALLATION, MAINTENANCE, REPAIR, SERVICE, RELOCATION OR ALTERATION TO OR OF, OR OTHER TAMPERING WITH, THE PRODUCTS PERFORMED BY ANY PERSON OR ENTITY OTHER THAN SELLER OR A SELLER-TRAINED TECHNICIAN, OR ANY USE OF REPLACEMENT PARTS NOT SUPPLIED BY SELLER, SHALL IMMEDIATELY VOID AND CANCEL ALL WARRANTIES WITH RESPECT TO THE AFFECTED PRODUCTS.
5. No Products may be returned unless authorized in advance by Seller, and then only upon such conditions to which Seller may agree. Buyer must obtain a Return Material Authorization (RMA) number from Seller prior to any return shipment, and such RMA number must appear on the shipping label and packing slip. Buyer shall be responsible for returned Products until such time as Seller receives the same at its facility, and for all charges for packing, inspection, shipping, transportation or insurance associated with returned Products.
6. Notwithstanding any other term or condition, Seller warrants conformance as set forth in this section (Warranties) solely to specifications set forth in writing with respect to the Products or Services supplied by Seller, and not any specifications with respect to the combination of the Products or Services with any other products or services not supplied by Seller. Buyer bears all risks and is solely liable for conformance of such combined products or services with any third party or end user specifications.
7. Buyer will be the stockholder of service parts to meet its service support requirements. Seller shall be the exclusive supplier of service parts until ten years after the last sale of any Product to Buyer.
8. This section sets forth the exclusive remedies and obligations for claims based upon defects in or nonconformity of Products/Services, whether the claim is in contract, warranty, tort (including negligence of any degree or strict liability) or otherwise. **THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, WHETHER ORAL, WRITTEN, EXPRESS, IMPLIED OR STATUTORY. NO IMPLIED OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE SHALL APPLY.**

PATENTS/INDEMNITY

If Buyer receives a claim that Products, or part thereof manufactured by Seller infringes a patent, Buyer shall notify Seller promptly in writing and give Seller information, assistance and exclusive authority to evaluate, defend and settle such claim; but where the Products constitute components and Buyer's combination of the Products with other products not supplied by Seller (a "Combined Unit") is alleged to infringe a patent or claim is brought related to personal injury or property damage arising out of the Combined Unit, Buyer shall indemnify and hold harmless Seller and Seller shall give Buyer information, assistance and exclusive authority to evaluate, defend and settle such claim. Where Buyer has furnished specifications/designs for the manufacture of the allegedly infringing Products, Buyer shall defend, indemnify and hold harmless Seller against third-party claims for infringement arising out of Seller's use of such specifications/designs. Where applicable law provides protections or defenses to infringement claims, for example, 28 USC § 1498, Buyer shall ensure that Seller and the Products obtain the benefits of such protections or defenses, and shall indemnify and hold harmless Seller for any failure by Buyer to do so and shall appoint Seller its attorney in fact to take such actions if Buyer fails to do so. If Buyer is the United States of America, and Seller is accused of the use or manufacture of an invention described in and covered by a patent of the United States, Buyer's acceptance of this order will constitute Buyer's consent to use or manufacture such invention for the United States.

LIMITATION OF LIABILITY

The total liability of Seller on any claim, whether in contract, tort (including negligence of any degree and strict liability) or otherwise arising out of, connected with, or resulting from the manufacture, sale, delivery, resale, repair, replacement or use of any Products/Services, shall not exceed the price allocable to the Products/Services or part thereof which gives rise to the claim. **IN NO EVENT, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT, (INCLUDING NEGLIGENCE OF ANY DEGREE, STRICT LIABILITY OR PATENT INFRINGEMENT) OR OTHERWISE, SHALL SELLER, ITS AFFILIATES, SUBCONTRACTORS, OR SUPPLIERS BE LIABLE FOR ANY LOSS OF PROFIT OR REVENUES, LOSS OF USE OF THE PRODUCTS OR SERVICES, OR ANY ASSOCIATED EQUIPMENT, COST OF CAPITAL, COST OF SUBSTITUTE GOODS, FACILITIES, SERVICES OR REPLACEMENT POWER, DOWNTIME COSTS OR CLAIMS OF BUYER'S CUSTOMERS FOR DAMAGES OR FOR ANY SPECIAL, PROXIMATE, CONSEQUENTIAL, INCIDENTAL, INDIRECT OR EXEMPLARY DAMAGES.** If Buyer transfers title to, or leases Products sold hereunder to, or otherwise permits or suffers use by, any third party, Buyer shall obtain from such third party a provision affording Seller and its subcontractors/suppliers the protection of the preceding sentence. Any action against Seller must be brought within 18 months after cause of action accrues.

EXCUSABLE DELAYS

1. Seller shall not be liable for delays in delivery or failure to perform due directly or indirectly to causes beyond Seller's reasonable control including but not limited to: acts of God; war; terrorism; civil commotion; riots; embargoes; government regulations, orders, instructions or priorities; port congestion; acts of or failure to act on the part of Buyer or its agents/employees; fires; floods; sabotage; nuclear incidents; earthquakes; storms; epidemics; strikes; lockouts or other labor difficulties; shortages of or inability to timely obtain proper labor, materials, components, shipping space or transportation, fuel, supplies or power at current prices; or due to limitations imposed by the extent of availability of Seller's normal manufacturing facilities.
2. If a delay excused per the above extends for more than 90 days and the parties have not agreed upon a revised basis for continuing providing Products/Services at the end of the delay, including adjustment of the price, then either party (except where delay is caused by Buyer, in which event only Seller) upon thirty (30) days' notice may terminate the Order with respect to the unexecuted portion of the Products/Services, whereupon Buyer shall promptly pay Seller its reasonable termination charges (including lost profits) upon submission of Seller's invoices thereof.

SOFTWARE/TECHNICAL/PROPRIETARY INFORMATION

1. Buyer shall not acquire any rights to any software which may be delivered with Products, except as granted in Seller's standard software license. Any software license granted in connection with Products shall be an interim license, which may be withdrawn, pending payment for Products in full.
2. The purchase of Products shall not include any right to supply of technical information such as drawings or specifications. Buyer shall not, and shall not permit any other person (including any end user) to copy, decompile, or reverse engineer the design or samples of the Products or any components thereof.
3. Proprietary information, including drawings, documents, technical data, reports, software, designs, inventions and other technical information supplied by Seller in connection herewith (hereinafter called "Data"), shall remain Seller's sole property and shall be held in confidence by Buyer. Data shall not be reproduced, used or disclosed to others by Buyer without Seller's prior written consent. Upon completion of Order, Buyer shall promptly return all Data to Seller together with all copies or reprints thereof then in Buyer's possession or control, and Buyer shall thereafter make no future use, either directly or indirectly, of any Data or any information derived therefrom without Seller's prior written consent. The foregoing shall in no way obligate Seller to provide or supply Data.

DIES, TOOLS, PATTERNS

Seller's charges for dies, molds, patterns and the like represent the Buyer's proportionate cost thereof, it being expressly understood that they remain the property of Seller. Modifications made to dies, molds, patterns and the like in order to manufacture Products shall be at the discretion of Seller.

GENERAL

1. The rights and obligations of the Buyer and Seller hereunder shall be governed in all respects by the law of the Commonwealth of Massachusetts, U.S.A. The exclusive forum for adjudication of any disputes shall be the federal or state

courts of the Commonwealth of Massachusetts, and Buyer/Seller hereby consent to personal jurisdiction and venue in such courts in any proceeding. The United Nations Convention on the International Sale of Goods shall not apply.

2. These Terms and Conditions of Sale together with any other terms specifically agreed to in writing by Seller constitute the entire agreement between Buyer and Seller and supersede any prior or contemporaneous representations, agreements, proposals, warranties, or understandings, oral or written, express or implied. No waiver, modification, amendment, rescission or other change to these Terms and Conditions of Sale shall be binding unless specifically agreed to in writing by an authorized representative of Seller.
3. The invalidity of any part hereof shall not affect the validity of the remainder. The failure of Seller to assert any right at any time hereunder shall not prevent Seller's subsequent assertion of the same or different rights.
4. Buyer may not assign this contract without the prior written approval of the Seller.
5. All notices, request, consents, claims, demands, waivers and other communications hereunder (each, a "Notice") shall be in writing and addressed to the parties at the addresses set forth on the face of the quotation or to such other address that may be designated by the receiving party in writing. All Notices shall be delivered by personal delivery, nationally recognized overnight courier (with all fees pre-paid), facsimile (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in these terms, a Notice is effective only (a) upon receipt of the receiving party, and (b) if the party giving the Notice has complied with the requirements of this section.
6. Provisions of these terms which by their nature should apply beyond their terms will remain in force after any termination or expiration of this Agreement including, but not limited to, sections 1-5 above and the following provisions: EXPORT CONTROLS; FCPA; ANTI-BOYCOTT; PATENTS/INDEMNITY; SOFTWARE/TECHNICAL/PROPRIETARY INFORMATION.

PROHIBITION FOR HAZARDOUS USE

Products sold hereunder are not intended for application in, and shall not be used by Buyer in construction or application of a nuclear installation or in connection with use or handling of nuclear material or for any hazardous activity or critical application, where failure of a single component could cause substantial harm to persons or property, unless Products have been specifically approved for such activity or application. Seller disclaims all liability for loss or damage resulting from such unauthorized use and Buyer shall defend, hold harmless and indemnify Seller against any such liability, whether arising under breach of contract, warranty, tort (regardless of the degree of fault or negligence), strict liability or otherwise.

Where Seller approves the application of the Products in a nuclear facility, the Buyer shall, before such use or provision, arrange for insurance or governmental indemnity protecting the Seller against liability and hereby releases and agrees to indemnify the Seller and its suppliers for any nuclear damage, including loss of use, in any manner arising out of a nuclear incident, whether alleged to be due, in whole or in part to the negligence or otherwise of the Seller or its suppliers.

STATUTORY REQUIREMENTS

Seller reserves the right to make any changes in the general specifications of the Products which are required for the Products to conform to any statutory requirement.

GOVERNMENT CONTRACTS

Only Federal Acquisition Regulation ("FAR") supplement clauses expressly accepted in writing by Seller shall be included or incorporated by reference herein. Seller shall not be bound by and makes no representation of compliance with any FAR or FAR supplement clauses that Seller shall not have expressly accepted in writing.

REGISTRATION (Nighthawk products)

Each U.S. State has a regulating body that oversees use of both medical and industrial x-ray devices. If you are acquiring a Viken Nighthawk scanner, you are required in most states to register your device with a state radiation control authority before use in that state. The registration may be required prior to delivery, prior to use, or within 15 to 30 days of installation (depending on the specific state requirements). If you are acquiring this unit for resale or leasing, your customer may also be required to register. A listing of state radiation control authorities as of October 2022 is available at <https://www.nrc.gov/agreement-states.html>. (subject to change;

you are responsible for locating and contacting the applicable state radiation control authority.) NOTE – Federal entities are typically not subject to these State registration or regulatory requirements.