



CITY OF ALLENTOWN

30893

RESOLUTION

R126 – 2024

Introduced by the Administration on June 24, 2024

Approves one transfer: (1) \$19,000.00 in CED required to purchase a Viken Detection Machine (Detects Lead Paint).

Resolved by the Council of the City of Allentown, That

WHEREAS, the Administration has requested Council approve the following transfer:

- **\$19,000.00 in CED required to purchase a Viken Detection Machine (Detects Lead Paint) from Account #000-09-0903-0004-46 (Other Contract Services) to Account #000-09-0903-0004-72 (Equipment).**

NOW, THEREFORE, BE IT RESOLVED that City Council hereby approves the transfer.

	Yea	Nay
Candida Affa	X	
Ce-Ce Gerlach	X	
Daryl Hendricks	X	
Santo Napoli	X	
Natalie Santos	X	
Ed Zucal	X	
Cynthia Y. Mota, President	X	
TOTAL	7	0

THIS IS TO CERTIFY, That the above copy of Resolution No. 30893 was adopted by the City Council of Allentown on the 24th day of July, 2024, and is on file in the City Clerk's Office.



 City Clerk

Posting Year: Posting Date: Posting # Doc #
" Period: Ref # Initials:

CITY OF ALLENTOWN BUDGET TRANSFER REQUEST FORM

TO: Bina Patel, Director of Finance FROM: Tanya Allison/Jean Grossman
BUREAU: Department of Finance BUREAU: CED

TRANSFER DETAIL Community Housing LA/jb
Lead Pgm.

Date of Request: 6.28.24 Fund: General Transfer Amount: \$ 19,000.00

FROM (DEBIT)

ACCOUNT (All 15 digits) and ACCOUNT TITLE	TRANSFER AMOUNT (\$)	ADJUSTED APPROPRIATION (\$)	CURRENT ACCOUNT TOTAL (\$)	ACCOUNT TOTAL AFTER TRANSFER (\$)
000-09-0903-0004-46	\$ 19,000.00	\$ 2,169,220.21	\$ 1,660,855.35	\$ 1,641,855.35
Other Contract Services				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

TO (CREDIT)

000-09-0903-0004-72	\$ 19,000.00	\$ 5,000.00	\$ 1,609.00	\$ 20,609.00
Equipment				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -

Reason Transfer is Required: 6/28/24 JP
This transfer is required to purchase a Viken Detection machine. The detection machine we have presently is no longer working.
(detects lead paint)

Reason Funds are Available for Transfer:
The funds were provided by grant and therefore not fully budgeted for a specific need.

TRANSFER AUTHORIZATIONS WITHIN & BETWEEN PROGRAMS

Check if amount is equal to or less than \$5,000.00
 Check if amount is greater than \$5,000.00

Department Head/Deputy Director: <i>Dickie Kusler</i>	Date: 6/28/24
Director of Finance/Deputy Director: <i>Jeana Barakat</i>	Date: 7/1/24
City Controller (if amount is greater than \$5,000): <i>Ryan</i>	Date: 7/1-24
Mayor/Managing Director (if amount is greater than \$10,000): <i>[Signature]</i>	Date: 7/2/24
Referred to City Council in accordance with the provisions of the Administrative Code, Section 130.04:	Date:

CITY COUNCIL

Cynthia Mota, President	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Date:
Santo Napoli, Vice President	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Date:
Candida Affa, Councilperson	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Date:
Cecilia Gerlach, Councilperson	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Date:
Ed Zucal, Councilperson	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Date:
Natalie Santos, Councilperson	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Date:
Daryl Hendricks, Councilperson	<input type="checkbox"/> Approved <input type="checkbox"/> Disapproved	Date:

Expenditure Status Report
 CITY OF ALLENTOWN
 1/1/2024 through 12/31/2024

Account Number	Adjusted Appropriation	Expenditures	Year-to-date Expenditures	Year-to-date Encumbrances	Balance	Prct Used
000 GENERAL						
09 COMMUNITY DEVELOPMENT						
0903 BUILDING STANDARDS & SAFETY						
0004 COMMUNITY HOUSING - LEAD						
0004-46 OTHER CONTRACT SERVICES	2,169,220.21	499,527.28	499,527.28	8,837.58	1,660,855.35	23.44
0004-50 OTHER SERVICES & CHARGES	1,600.00	0.00	0.00	0.00	1,600.00	0.00
0004-56 UNIFORMS	3,150.00	548.90	548.90	0.00	2,601.10	17.43
0004-68 OPERATING MATERIALS & SUPP	12,140.00	2,657.52	2,657.52	0.00	9,482.48	21.89
0004-72 EQUIPMENT	5,000.00	3,391.00	3,391.00	0.00	1,609.00	67.92
Total GENERAL	2,191,110.21	506,124.70	506,124.70	8,837.58	1,676,147.93	23.50
Grand Total	2,191,110.21	506,124.70	506,124.70	8,837.58	1,676,147.93	23.50

transferred \$19,000 from #46 to #72



Quote #: Q-06997

Date: June 27, 2024

Expires On: August 25, 2024

Prepared For:
Stevie Wolst

Account:
Allentown Health Bureau

Billing Address:
435 Hamilton Street Rm 110
Allentown, Pennsylvania 18101
United States

Account Manager: Christian Balotescu
Phone: +1 2039158546
Email: chris@techmeasurement.com

Phone: +1 617-467-5526
Fax: +1 617-467-5024
Email: sales@vikendetection.com

Lead Time	Payment Terms
2-4 Weeks To be confirmed at Order Acceptance	Prepaid, Net 30 subject to credit approval

Product Code	Description	QTY	Unit Price	Extended
12-100327	Pb200e with Accessories Kit	1	\$17,300.00	\$16,300.00
10-000002	Domestic 3 Day Shipping	1	\$80.00	\$80.00
8-100482	Co-57 5 mCi resourcing	1	\$3,950.00	\$3,950.00

Warranty Offerings	Year 1	Year 2 Extended	Year 3 Extended	Year 4 Extended	Year 5 Extended
Pb200e with Accessories Kit - Pb200I/e Extended Warranty	Included	\$0	Declined Coverage	Declined Coverage	Declined Coverage
Warranty Net Price Per Year	Included	\$0.00	0	0	0

Products and Services Subtotal	\$21,250.00
Shipping and Handling Subtotal	\$80.00
Extended Warranty Subtotal	\$995.00
Total Discount	\$1,995.00
Total Price	\$20,330.00

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 is alleged to infringe a patent, 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.