

## PURCHASE ORDER NO:

1. **ACCEPTANCE.** Acceptance of the offer represented by this Order is expressly limited to the terms and conditions of this Order and any additional or different terms proposed by Seller are hereby objected to and rejected. There are no understandings or agreements relating to the subject matter of this Order other than as set forth in this Order. Seller shall be bound by this Order when it executes and returns the acknowledgement copy of this Order, when it otherwise indicates acceptance of this Order or when it ships any Goods and/or provides any Services ordered herein to Buyer or otherwise commences performance hereunder. Buyer's acceptance of Goods shall not be construed as an acceptance of any terms and conditions contained in any such document.
2. **PRICE AND PAYMENT TERMS.** The price of the Goods and/or Services is the price stated in this Order. Prices for Goods are DAP (Incoterms 2010), to the location identified on this Order, unless separately agreed to in writing on this Order ("Buyer's Facility"). Unless specifically otherwise set forth, prices herein shall not be increased without Buyer's written consent. No additional charges of any type shall be added including, but not limited to, any charges for insurance, shipping, taxes, storage, packing and crating unless authorized in writing by Buyer. Seller will give Buyer the benefit of any price reductions available or in effect at the actual time of shipment and/or performance. Terms of payment, unless otherwise expressly agreed in writing, are as set forth on the face hereof.
3. **CHANGES.** Buyer reserves the right at any time to make changes to this Order without the consent of Seller including, but not limited to: specifications, drawings and data; methods of shipment or packing; and place or time of delivery and/or performance; provided, however that no additional changes to this Order, including but not limited to those listed above, will be made unless authorized in writing by Buyer. If any such change causes an increase or decrease in the cost of or the time required for performance of this Agreement, an equitable adjustment shall be made in the price or delivery schedule, or both, in writing. If the parties cannot agree to such price or time adjustment within ten (10) business days of Seller's receipt of Buyer's written request for a change, either party may terminate this Agreement upon five (5) business days prior written notice to the other party. Any changes, if authorized by Buyer in writing, whether initiated by Seller or Buyer, shall be denominated as a "Revision" to this Agreement. Only Buyer shall issue Revisions and, if issued, shall be in writing and numbered serially. Each such Revision shall be subject to and expressly incorporate the terms and conditions of this Order. Seller shall not make any changes to the design, materials or processes used to manufacture the Goods or to provide Services or to the location at which the Goods are manufactured, without the prior written consent of Buyer.
4. **TERMINATION.** Buyer reserves the right to terminate this Order, or any part hereof, upon five (5) business days' written notice to Seller. In the event of termination under this Section, Seller shall immediately stop all work hereunder, and shall immediately cause any of its suppliers or subcontractors to cease such work. Buyer shall pay Seller a reasonable termination charge consisting of a percentage of the Order price reflecting the percentage of the Goods supplied hereunder prior to the notice of termination, plus the cost of custom-made Goods and/or Goods that cannot be repurposed by Seller; provided, however, that Seller notifies Buyer in writing of its claims under this Section within five (5) business days of the effective date of termination. Buyer may also terminate this Order, or any part hereof, or any other Order between the parties, for cause upon notice to Seller. Cause includes Seller's default or non-compliance with any term or condition of this Order, late delivery, delivery of defective or non-conforming Goods and/or Services, cessation of the conduct of Seller's business, failure of Seller to pay its debts generally as such debts become due, commencement of any proceeding under the bankruptcy code or insolvency laws by or against Seller, appointment of a receiver for Seller or a substantial portion of its business or assets, or an assignment for the benefit of Seller's creditors. In the event of termination for cause, Buyer shall not be liable to Seller for any amount and Seller shall be liable to Buyer for all damages sustained by such termination. Seller may not cancel or modify this Order in whole or in part, without Buyer's written consent.
5. **DELIVERY / TITLE / RISK OF LOSS.** Title to Goods and risk of loss thereof, or damage thereto, shall pass to Buyer upon delivery to Buyer (DAP). If Goods are to be installed by Seller at Buyer's facility, title will pass to Buyer upon completion of the installation and written approval by Buyer. Seller shall deliver the Goods and/or provide the Services on the date specified in this Order (the "Delivery Date"). Except as otherwise provided in this Order, delivery and/or performance shall be at Buyer's Facility. Time is of the essence and if delivery of Goods and/or performance of the Services is not completed by the Delivery Date, Buyer reserves the right, without liability and in addition to its other rights and remedies, to terminate this Order by notice to Seller effective as to Goods not yet shipped and/or Services not yet performed and to purchase substitute Goods and/or alternative Services elsewhere and charge Seller with any additional expenses, costs and loss incurred as a result. Seller shall promptly notify Buyer in writing if the Goods and/or provision of the Services will be delayed, indicating the cause and extent of the delay, but this shall not relieve Seller of its obligation to deliver and/or perform as required by this Order unless otherwise instructed by Buyer in writing. If, in order to meet the Delivery Date it becomes necessary for Seller to ship by a more expensive way than specified in this Order, increased transportation costs shall be paid by Seller unless the necessity for such rerouting or expedited handling has been caused solely and exclusively by Buyer.

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6. **INSPECTION AND REJECTION.** Receipt of any Goods and/or Services or payment for any Goods and/or Services will not constitute acceptance of any Goods and/or Services hereunder. Upon receipt, Buyer shall be allowed a reasonable period of time to inspect Goods and/or Services and to notify Seller of any non-conformance with this Order. Buyer may reject any Goods and/or Services which are of inferior quality or workmanship, not in compliance with this Order, shipped and/or provided contrary to instructions, not in the quantities specified, otherwise do not conform to this Order or that violate any applicable law. In addition to other rights and remedies available to Buyer, Goods so rejected may, at Buyer's option, be returned to Seller for reimbursement (including freight charges), credit or replacement, or held by Buyer for pickup by Seller, all at Seller's expense and risk. Buyer may charge Seller any expenses incurred in unpacking, examining, repacking, storing and reshipping any Goods so rejected. Nothing contained in this Order relieves Seller, in any way, from the obligation of testing, inspection and quality control of Goods and/or Services.
7. **CONFIDENTIALITY.** Each party acknowledges that its respective performance of its obligations hereunder may require that it have access to confidential business and proprietary information of the other ("Confidential Information"). Each party may disclose Confidential Information to its officers, directors, employees, and agents and agrees on behalf of itself and its officers, directors, employees and agents to use its/their best efforts to prevent unauthorized access, use, duplication or disclosure, by or to a third party, of Confidential Information, including, without limitation, data, plans, specifications, formulae, drawings or any other information whether business or technical, of a confidential nature, which has been furnished directly or indirectly, in writing or otherwise by one party hereto (the "Disclosing Party") to the other party (the "Receiving Party"). For the avoidance of doubt, each party shall be responsible for a breach of this Section by its officers, directors, employees, and agents. Confidential information shall include such information as would be apparent to a reasonable person, familiar with the Disclosing Party's business and the industry in which it operates, that such information is of a confidential or proprietary nature and that maintenance of its confidentiality would likely be of commercial value to the Disclosing Party. Confidential information shall not include information that is in the public domain prior to its disclosure, becomes part of the public domain through no wrongful act of the Receiving Party, was in the lawful possession of the Receiving Party prior to its disclosure to the Receiving Party or was independently developed by the Receiving Party. Disclosure of Confidential Information pursuant to order by a court shall not be a violation of this Section; provided, however, that the party subject to such order shall, to the extent allowed by law, notify the other party in advance of such disclosure.
8. **WARRANTY.** Seller warrants to Buyer, Buyer's successors, assigns, customers and users of the products manufactured by Buyer incorporating the Goods, that: (a) Seller has good title to any and all Goods supplied hereunder and has the right to transfer title of said Goods to Buyer free and clear of any and all liens and encumbrances; (b) all Services shall be performed in a workmanlike manner, in accordance with this Order, and with applicable laws; (c) all Goods shall conform to all drawings, specifications and appropriate standards and all other requirements of this Order; (d) all Goods (including their component parts) will be new (and not counterfeit); (e) all Goods will conform to any statements made on the containers or labels or advertisements for such Goods, and any Goods will be adequately contained, packaged, marked and labeled; (f) Goods supplied hereunder will be of merchantable quality; (g) Goods supplied hereunder shall be fit for the particular use intended, free from defects, whether patent or latent, in material and workmanship, and shall conform to all specifications and requirements of this Order; (h) and Seller shall, in the performance of its obligations hereunder, comply with all, and shall not violate any, applicable federal, state, and local laws and governmental regulations and orders. The foregoing warranties shall survive acceptance, testing, inspection, or use of the Goods and/or Services by Buyer and shall be in addition to any warranties of additional scope given to Buyer by Seller. Seller shall replace or correct defects of any Goods and/or Services not conforming to the foregoing warranty promptly, without expense to Buyer, when notified of such nonconformity by Buyer, provided Buyer elects to provide Seller with the opportunity to do so. Alternatively, if Buyer elects not to do so, or in the event of failure of Seller to correct defects in or replace nonconforming Goods and/or Services promptly, Buyer may make such corrections or replace such Goods and/or Services, and in either case may engage third parties to do so, and charge Seller for the cost incurred by Buyer in doing so. All warranties shall remain in effect for whichever of the following time periods is longest: (a) twelve (12) months from the date of acceptance of the Goods or Services, (b) Seller's standard warranty period, or (c) a longer duration as set forth in this Order.
9. **INTELLECTUAL PROPERTY.** Seller warrants that neither the Goods, Services, nor use thereof shall infringe on any existing or pending patent, copyright, trademark, trade name, invention or process of manufacturing or other intellectual property right; provided, however, that this warranty shall not apply to the extent that the Goods were manufactured or the Services were performed according to Buyer's specifications and such specifications would have resulted in a violation of this warranty. Seller will, upon receipt of notification, promptly assume full responsibility for defense of any suit or proceeding which may be brought against Buyer or its agents, customers, users of its products incorporating the Goods, or other vendors for alleged infringement, as well as for any alleged unfair competition resulting from similarity in design, trademark or appearance of Goods and/or Services provided hereunder, and Seller will indemnify, defend and hold Buyer and its agents and customers harmless against any and all claims, demands, losses, expenses, costs (including attorneys' fees and court costs), fines and penalties resulting from any such suit or proceeding, including any settlement. Any settlement of such action must be approved by Buyer. Buyer may be represented by and actively participate through its own counsel in any such suit proceeding if it so desires, and the

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costs of such representation shall be paid by Seller. If, in any such suit, the Goods and/or Services are held to violate the intellectual property rights of any third party and/or sale and/or use thereof is enjoined, Seller shall, at Buyer's election, either (1) procure for Buyer the right to continue using same; (2) replace the same with non-infringing Goods and/or Services; or (3) modify the same so that it becomes non-infringing. Any Goods and/or Services which are capable of copyright protection that were made, designed or developed for Buyer pursuant to this Order shall be a "work made for hire." Seller hereby grants and assigns to Buyer and its successors and assigns any and all inventions, discoveries, computer programs, software, data, technologies, designs, innovations and improvements and related patents, copyrights, trademarks and other industrial and intellectual property rights and applications therefor made or conceived by Seller or its agents or employees in connection with the performance of this Order.

10. **INDEMNIFICATION.** Seller shall defend, indemnify and save harmless Buyer, its officers, directors, successors, assigns, employees, agents, customers and users of its products incorporating the Goods (the "Indemnitees"), of and from any claim, loss, demand, damage, liability, cost, fine, penalty or expense (including reasonable attorney's fees), sustained or incurred by one or more of the Indemnitees directly or indirectly arising out of: (a) Injury to persons or property by reason of any defects in the Goods and/or Services; (b) breach by Seller of any of its warranties, or Seller's failure to timely deliver the Goods and/or Services purchased hereunder; (c) Any noncompliance or violation of law as provided herein; and/or (d) any breach of this Order.
11. **LIMITATION OF LIABILITY.** IN NO EVENT SHALL BUYER BE LIABLE TO SELLER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF WHATSOEVER NATURE, OR FOR ATTORNEY'S FEES, LOSS OF MARKET SHARE, OR LOST PROFITS HOWSOEVER THESE MAY BE CHARACTERIZED.
12. **OWNERSHIP.** Unless otherwise agreed to in writing, all property of any description furnished to Seller by Buyer or unconditionally appropriated to this Order, or any replacement thereof, or any materials affixed or attached thereto, shall be and remain the property of Buyer and shall be used only in fulfilling this Order and for no other purpose and shall not be duplicated or disclosed to others. Such furnishing of Buyer's property shall not be construed as granting any rights whatsoever, express or implied, to any such property to Seller.
13. **INSURANCE.** During the provision of Goods and/or Services under this Order and for a period of twelve (12) months thereafter, Seller shall, at its own expense, maintain and carry insurance in full force and effect, which includes, but is not limited to: (a) Commercial General Liability (including product liability) in a sum not less than \$1,000,000; \$2,000,000 Products/Completed Operations general aggregate; (b) Workers' Compensation insurance at the statutory limit for the jurisdiction in which Seller operates; (c) for any Services to be provided on Buyer's property or property of Buyer's customers, automobile liability insurance covering all owned, hired and non-owned vehicles with a minimum combined limit for bodily injury and property damage liability of \$1,000,000 per accident or occurrence; (d) Employer's liability insurance with a minimum amount of \$1,000,000, and (e) Commercial Umbrella Liability, above the General Liability, Auto Liability, and Employer's Liability with a limit of \$1,000,000. Such insurance shall be with financially sound and reputable insurers. Upon Buyer's request, Seller shall provide Buyer with a certificate of insurance from Seller's insurers evidencing the insurance coverage specified in this Order. The certificate of insurance shall name Buyer as an additional insured. Seller shall provide Buyer with ten (10) days' advance written notice in the event of a cancellation or material change in Seller's insurance policy. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against Buyer's insurers and Buyer or the Indemnitees.
14. **WORK ON BUYER'S OR BUYER'S CUSTOMER'S PREMISES:** If Seller's provision of Goods and/or Services under this Order involves operations by Seller on the premises of Buyer or any of Buyer's customers, Seller shall take necessary precautions to prevent injury to person or property during such work, including, but not limited to, adhering to the rules, policies, procedures or other requirements governing Buyer's or Buyer's customer's premises.
15. **APPLICABLE LAWS:** Seller shall comply with all applicable laws, regulations and ordinances of the United States and any jurisdiction in which Seller is established or conducting operations related to providing Goods and/or Services under this Order including, but not limited to, (a) all applicable requirements of the Occupational Safety and Health Act of 1970, as amended, (b) the Fair Labor Standards Act of 1938, as amended, (c) Executive Order 11246, and all regulations issued under such laws (d) the Restriction of Hazardous Substances Directive (RoHS) (2002/95/EC and 2011/65/EU), (e) bribery, (f) fraudulent acts, (g) corrupt practices, (h) money laundering, (i) the U.S. Foreign Corrupt Practices Act, as amended, (j) U.K. Bribery Act 2010, as may be amended, and (k) all applicable export and import laws, directives and other requirements of all countries involved in the sale of Goods under this Order. Seller shall maintain in effect all licenses, permissions, authorizations, consents and permits that Seller needs to carry out its obligations under this Order.
16. **NON-WAIVER.** The failure by either party to pursue any remedy hereunder shall not constitute a waiver on its part to pursue such remedy with respect to the same or similar breach.
17. **REMEDIES / GOVERNING LAW.** Each of the rights and remedies herein set forth shall be cumulative and in addition to any

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other available rights or remedies provided in law or equity. This Order shall be construed in accordance with the laws of the State of Delaware without regard to the conflicts of laws provisions thereof. The parties hereby agree and consent to the exclusive jurisdiction of the federal, state, and local courts in the State of Delaware, to govern all disputes arising out of this Order.

18. **SEVERABILITY.** If any provision of this Order shall be held invalid or unenforceable to any extent, the remainder of the Order shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
19. **SETOFF.** Buyer shall have the right to set off any amount payable any time by Buyer to Seller in connection with this Order against any amounts due from Seller or its affiliated companies to Buyer.
20. **RELATIONSHIP OF THE PARTIES.** The relationship of the parties is solely that of Buyer and Seller and nothing contained in this Order shall be construed as creating any agency, partnership, joint venture or employment relationship and neither party shall have authority to contract for or bind the other party in any manner whatsoever.
21. **ASSIGNMENT / SUBCONTRACTING.** Neither party may assign this Order, in whole or in part, without the prior written consent of the other, which consent shall not be unreasonably withheld. Notwithstanding the foregoing, Buyer may assign this Agreement to an affiliated entity as part of a merger or reorganization. Seller shall not subcontract this Order, or any part hereof, without the prior written authorization of Buyer, which may or may not be granted in Buyer's sole discretion.
22. **FORCE MAJEURE.** Performance by either party hereunder shall be excused in the event and for the period of time that such party is unable to perform its obligations because of fire, flood, war, breakdowns, delays in or lack of transportation, governmental priorities or allocation, or any other cause beyond the reasonable control of such party; provided, however, that, with respect to Seller, Seller's economic hardship, changes in market conditions, strikes, labor or supply chain-related delays shall not be considered force majeure.
23. **NOTICES.** Notices shall be sent by a nationally recognized overnight courier service to the addresses specified on the face hereof and shall be effective one day after dispatch.
24. **LEGAL EFFECT.** The parties acknowledge and agree that transmission of this Order or any Revision thereof by fax or email which contains a typed name of Buyer and/or Buyer's logo shall satisfy the requirements of both a "writing" and a "signature".
25. **VERIFICATION.** Seller shall verify the legal status and employment eligibility of all of Seller's personnel using the federal electronic verification program jointly operated and administered by the Department of Homeland Security and the Social Security Administration ("E-Verify"). In accordance with the Immigration Reform and Control Act of 1986 and the rules and regulations pertaining to E-Verify, Seller shall maintain records of all documents involved in the hiring process.
26. **EQUAL OPPORTUNITY.** Unless exempt, Seller shall comply with the Equal Opportunity clauses set forth in 41 CFR 60-1.4(a), 41 CFR 60-300.5(d), 41 CFR 60-741.5(d) and 29 CFR Part 471, Appendix A, Subpart A. The following shall apply to the extent the Seller is a federal contractor:

Seller represents and warrants that Seller is committed to the maintenance of policies that promote equal employment opportunity. 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a)

Seller, and Seller's permitted subcontractors, if any, shall abide by the regulations of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status. To the extent applicable, the clauses with respect to government contracts set forth at 41 C.F.R., Sections 1-1.805-3 (labor surplus areas), 1-1.1310-2 (minority business enterprises), 60-1.4 (equal employment opportunity), 60-1.40 (affirmative action compliance program), 60-1.8 (non-segregated facilities), 60-250.4 (employment of veterans), 60-741.4 (employment of persons with disabilities), at F.P.R. Section 1-1.710-3 and 48 C.F.R. 52.219-8 and 52.219-8 and 5219-9 (small business concerns), Executive Order 12138 (women-owned businesses), Executive Order 13496 (employee notice of rights to organize) and at 42 U.S.C. Section 12101 et seq. (American with Disabilities Act) are incorporated by reference and shall have the same binding effect as if reproduced herein in their entirety. Execution of this Agreement by Seller constitutes certification of compliance by Seller to Buyer.

27. **CONFLICT MINERALS.** Seller shall, with each shipment to Buyer (or as otherwise agreed in writing between Seller and Buyer), provide a certificate of the country of origin for any and all Conflict Minerals (as defined in this Section) contained in any

Goods, materials, products or items included in such shipment, including whether any part of the shipment contains Conflict

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Minerals from Covered Countries (as defined in this Section). Buyer reserves the right, on reasonable notice, to require Seller to produce documentation as to the country of origin and the due diligence process undertaken by Seller to confirm the country of origin of Conflict Minerals included in each shipment to Buyer. Where Seller is permitted by Buyer to provide a blanket certificate of country of origin for Conflict Minerals contained in any Goods, materials, products or items purchased by Buyer, Supplier agrees to promptly notify Seller of any change in Seller's sourcing, including in changes in country of origin or any changes in sub-supplier identification. Blanket certificates of country of origin will not be accepted covering periods of greater than 12 calendar months. For purposes of this Section, "Conflict Minerals" include Columbite-Tantalite (Tantalum), Cassiterite (Tin), Gold, Wolframite (Tungsten) and any derivatives from these minerals, and "Covered Countries" include the Democratic Republic of the Congo, Angola, Burundi, the Central African Republic, The Republic of Congo, Uganda, Rwanda, Sudan (South Sudan), Tanzania and Zambia.

28. **DOVER'S SUPPLIER CODE OF CONDUCT.** Seller has read, understands and agrees to comply with the Dover Corporation Supplier Code of Conduct, a copy of which may be found at [www.dovercorporation.com](http://www.dovercorporation.com) under the Governance section. If there are any inconsistencies between this Order and the Dover Corporation Supplier Code of Conduct, the Dover Corporation Supplier Code of Conduct shall govern.
29. **SURVIVAL.** Sections 4, 7 through 13, 16 through 19, 23 and 29 will survive the cancellation or termination of the Order, as well as any other provision that, in order to give proper effect to its intent, should survive such cancellation or termination.