

These Terms and Conditions (the “Terms”) govern purchases by Belvac Production Machinery, Inc. and its affiliates, subsidiaries, and licensed agents (“BUYER”) from the undersigned SELLER (“SELLER”). In each instance when BUYER desires to purchase products, goods, materials, equipment and machinery (“Products”) and/or services (“Services”) BUYER will issue a purchase order (each an “Order”), to SELLER detailing the types and quantity of Products and/or Services BUYER desires to purchase and SELLER will supply the Products and/or Services in the quantities described in such Order including in any document, drawing or Schedule referred to or incorporated by reference therein (“Supplemental Documents”), subject to the following terms and conditions (these “Terms,” and together with the Order and the Supplemental Documents, the “Contract Documents”):

1. ***Acceptance; Purchase and Sale.*** Each of BUYER and SELLER reject all prior terms and conditions of SELLER, whether stated in SELLER’s quotations, price lists, sales or technical literature, or otherwise, expressly limits acceptance to the terms and conditions stated herein, and any additional or different terms proposed by SELLER are rejected unless expressly assented to in writing by BUYER. The Order shall be deemed to be accepted and shall be a binding contract for the sale of the Products and/or the provision of Services upon the first to occur of the following events: SELLER executing and delivering an acknowledgement of the Order to BUYER; SELLER shipping or delivering the Products to BUYER; or SELLER commencing the performance of the Services. Upon acceptance of the Order, SELLER shall (a) sell and deliver to BUYER the Products requested in the Order in the quantities specified therein; (b) meet the delivery dates specified in the Order; and (c) provide the Products in accordance with the Contract Documents. The Order shall not impose any obligation of exclusivity on BUYER to purchase only from SELLER goods and services similar or identical to those purchased hereunder. The Order is neither a requirements nor an output contract.

2. ***Price and Payment.*** BUYER agrees to pay SELLER for the Products and Services in accordance with the prices set forth in the Order, which shall be inclusive of all taxes, fees or other charges. SELLER represents that the prices to be paid or otherwise charged to BUYER are not any higher than the lowest price for such goods or services offered by SELLER to any other of its customers. Unless otherwise specified in the Order, all Products shall be shipped FCA Origin to the point of delivery set forth in the Order. If specified in the Order, SELLER agrees to use only the carriers designated by BUYER, and SELLER shall be responsible for any premium freight charges incurred as a result of SELLER’s failure to meet any reasonable delivery date specified in the Order. Unless otherwise specified in the Order, payment terms are net 90 days from the date of BUYER’s receipt of a valid invoice. BUYER shall have the right to withhold payment of any amount due to SELLER that BUYER disputes in good faith, which shall not constitute a material breach of BUYER’s payment obligations.

3. ***Changes.*** BUYER reserves the right at any time to make written changes in any one or more of the following: (a) specifications, drawings and Supplemental Documents where the items to be furnished are to be specially manufactured for BUYER; (b) methods of shipment or packing; (c) place of delivery; (d) time of delivery; (e) manner of delivery; and (f) quantities. If any such change causes an increase or decrease in the cost of or the time required for performance under the Contract Documents, an equitable adjustment shall be made in the contract price or delivery schedule, or both. Any claim by SELLER for adjustment under this clause must be approved by BUYER in writing before SELLER proceeds with such change. Price increases shall not be binding on BUYER unless evidenced by a purchase order change notice or revision issued and signed by BUYER.

4. ***Cancellation.*** BUYER may cancel all or any part of the Order without cause at any time by written notice to SELLER. Upon such cancellation without cause, BUYER shall reimburse SELLER for its actual direct costs incurred in respect of the Order prior to the effective date of notice of cancellation together with any actual direct costs resulting from such cancellation, less the reasonable recoverable value in respect of any Products or partially completed Products which SELLER could reasonably obtain from a third party. In no event shall BUYER be responsible or liable for SELLER’s loss of actual or anticipated profits or loss of business nor for any other special, indirect or consequential damage arising out of or relating to the Order or from the performance, suspension, cancellation, termination or breach thereof, whether based upon principles of equity, contract, tort (including, but not limited to, negligence) or otherwise. In addition to the foregoing, BUYER may cancel the Order without liability at any time and immediately (a) upon SELLER’s default under or breach of any Contract Document; (b) upon the cancellation, suspension or other revocation of licenses, permits or authorization necessary for SELLER to fulfill its obligations in accordance with the Contract Documents; (c) following any materially false or misleading statement, representation or claim by SELLER; and (d) immediately upon the filing by or against SELLER of any bankruptcy,

receivership, assignment of the benefit of creditors or similar insolvency proceedings under federal or state law.

5. **Warranty.** SELLER warrants, for the longer of (i) the warranty period generally offered by Seller to the purchasers of a Product; and (ii) twenty-four (24) months from the date of shipment, that all Products delivered and Services provided pursuant to the Order will be fit for their intended purpose, free from any defects in material, workmanship or design and in conformity with any applicable specifications. SELLER's Warranty includes SELLER remaining liable for 100% of all costs and expenses related to parts, labor, and travel incurred (whether by BUYER OR SELLER) to remedy any warranty claims. Payment will not constitute approval or acceptance by BUYER and BUYER's right of inspection shall survive payment. BUYER reserves the right to return or have reworked, at SELLER's expense, any defective or nonconforming Products, Services or shipments received or provided contrary to the Contract Documents. If requested by BUYER, SELLER will correct or replace at SELLER's expense the defective or nonconforming Products and Services within 30 days after notice to SELLER of such defect or nonconformity, and all costs incurred in transporting the Products from BUYER to SELLER and return shipment to BUYER will be borne by SELLER. This warranty will then apply to the corrected or replaced Products and Services. Alternatively, at BUYER's option, BUYER may repair or correct the defective or nonconforming Products and Services at SELLER's expense. Rejected or nonconforming Products and Services will not be deemed delivered on-time unless corrected or replaced Products and Services are delivered within the on-time period applicable to the original Order. Notwithstanding anything contained herein to the contrary, BUYER may, at its option, assign or otherwise transfer or pass-through the warranty, in whole or in part, on any particular product(s) to any of BUYER's customers; whereupon (i) such customer may enforce such warranty against SELLER on, in, and for such customer's own behalf, name, and benefit, and (ii) BUYER may enforce such warranty against SELLER on, in, and for BUYER's or such customer's behalf, name, or benefit.

6. **Property of Buyer.** Unless otherwise provided in this order or agreed to in writing, all of BUYER's property including, but not limited to, all tooling, tools, equipment, specifications and material furnished or made available to SELLER, title to which remains with BUYER, and any replacement thereof, shall be and remain the property of BUYER. Property other than material shall not be modified without the written consent of BUYER. Such property shall be plainly marked or otherwise adequately identified by SELLER and shall be safely stored separately and apart from SELLER's property. SELLER shall not use such property except for performance or work hereunder or as authorized in writing by BUYER. Such property while in SELLER's possession or control shall be kept in good condition, shall be held at SELLER's risk, and shall be kept insured by SELLER, at its expense, in an amount equal to the replacement cost with loss payable to BUYER. To the extent such property is not material consumed in the performance of this order, it shall be subject to inspection and removal by BUYER and BUYER shall have the right of entry for such purposes without any additional liability whatsoever to SELLER. As and when directed by BUYER, SELLER shall disclose the location of such property and/or prepare it for shipment and ship it to BUYER in as good condition as originally received by SELLER, reasonable wear and tear excepted.

7. **Proprietary Rights.** All technical information in the nature of designs, blueprints, specifications, engineering data for production or product know how, which is supplied to SELLER by BUYER to facilitate or assist in the performance of this contract shall, unless otherwise agreed in the Order, be considered BUYER'S confidential and proprietary information and kept confidential by SELLER and SELLER will: use and cause its employees and agents to use extreme caution not to disclose any such information either directly or by incorporation of such information in or use in manufacturing products for others; and use the same only in connection with this Order.

8. **Manufacturing and Service Standards.** SELLER agrees to follow good manufacturing and service practices in the production of the Products and provisioning of the Services so that the Products and Services are of high quality, and comply with all applicable industrial or governmental industrial engineering and safety laws, regulations and requirements, whether state, local, or federal. SELLER will comply with any reasonable request by BUYER regarding manufacture of the Products or provisioning of the Services pursuant to any special drawings, plans, specifications or other requirements of BUYER. With respect to Services involving the presence of SELLER's employees or contractors on the premises of BUYER, SELLER shall comply with all of BUYER's safety and security procedures and shall take all necessary precautions to prevent the occurrence of any injury to person or property during the progress of such Services.

9. **Quality Standards.** BUYER expects to receive defect-free Products and Services 100% of the time. All goods are to be suitably prepared for shipment by SELLER in accordance with acceptable commercial practices.

SELLER shall cause the goods to be labeled and shipped to conform to all requirements of federal, state and local laws, including, without limitation, the marking of the country of manufacture of the product, in a conspicuous place as legibly, indelibly, and permanently as the nature of the article (or container) will permit. All Products are subject to BUYER's final inspection and acceptance following delivery. Any Products requiring installation shall not be deemed finally accepted until BUYER has completed installation thereof. If rejected, the Products will be held by BUYER for disposal at SELLER's risk and expense. No inspection, acceptance of any part or all of the Products or Services, or any payment shall relieve SELLER from responsibility for furnishing Products and Services conforming to the requirements of the Order, nor prejudice any claim, right or privilege BUYER may have for defective or unsatisfactory Products or Services, or delays in delivery or other non-compliance with the Order. Products, or parts or components thereof, that are incorrect, misidentified or nonconforming may be returned to SELLER by BUYER at SELLER's expense.

10. ***Indemnification.*** SELLER agrees to indemnify, defend and hold harmless BUYER, its affiliates and assigns, and their respective employees, officers, directors, managers, agents and representatives (each, an "Indemnified Party"), from and against any and all suits, claims, actions, proceedings, costs, losses, expenses (including fines and penalties, settlement awards and attorneys' fees), liabilities and damages (including, without limitation, damages relating to injury or death of any person or destruction of any property, real or personal) arising out of, connected with or resulting in whole or in part from (a) any acts, omissions or negligence of SELLER, its subcontractors or other personnel under or in connection with the Contract Documents; (b) any breach by SELLER, its subcontractors or other personnel of any of the terms, covenants, representations, warranties or other provisions contained in any Contract Document; (c) damage to, destruction of, or loss of property or the injury to or death of any person arising out of or in connection with SELLER's products or SELLER's performance of its obligations hereunder; (d) any claim made by a third party based upon infringement or misappropriation of any intellectual property right, other proprietary right or contractual right in connection with the products or services provided by SELLER hereunder; and (e) any and all lien notices, lien claims, liens, encumbrances, security interests, or other lien rights of any kind filed by any party including, without limitation, any subcontractor, which in whole or in part are based on any work, goods, services, material or equipment provided or to be provided under any Contract Document.

11. ***Insurance.***

11.1 SELLER represents that it has in place, and covenants to maintain in place for one year after completion of all obligations specified in the Order, insurance at its own cost and expense, in each case providing that BUYER and its affiliates shall be considered additional insured's thereunder, in the following amounts unless otherwise specified in the Order:

(a) Commercial General Liability insurance written on an occurrence basis with minimum limits of five million dollars (\$5,000,000) per occurrence;

(b) Professional Liability/Errors & Omissions insurance in the amount of five million dollars (\$5,000,000) for losses from wrongful acts arising from SELLER's performance under the Contract Documents; and

(c) Workers' Compensation insurance at the statutory limit for the jurisdiction in which SELLER operates.

11.2 The foregoing coverages shall be maintained with insurers licensed and admitted in the state(s) where SELLER conducts business and that have an A.M. Best rating of A VIII or better. Unless otherwise prohibited by law, all policies maintained by SELLER pursuant to the Contract Documents shall provide that BUYER will be considered an additional insured thereunder and be primary and non-contributing with any insurance carried by BUYER and its affiliates. Prior to the performance of any work under the Order, SELLER shall provide certificate(s) of insurance to BUYER evidencing that the coverage required under these Terms is maintained and in force. The foregoing insurance requirements do not limit SELLER's liability as set forth elsewhere in the Contract Documents.

11.3 Upon request, SELLER shall provide BUYER with certificates evidencing that such insurance is being maintained.

12. **Delay.** Time is of the essence with respect to the Order. SELLER agrees to complete the delivery of the Products and perform the Services in accordance with the dates specified in the Order. SELLER shall promptly notify BUYER in writing if the supply of the Products or performance 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 perform as required by the Order.

13. **Subcontractors.** SELLER shall not contract or arrange with any third party (for example, a subcontractor or a consultant) to provide or perform all or any portion of the Products or Services without BUYER's prior written authorization. To the extent that BUYER authorizes SELLER to use any third party, the third party shall agree in writing to be bound by all of SELLER's obligations under the Contract Documents. SELLER shall remain fully responsible for any Products provided or Services performed by a subcontractor to the same extent as if SELLER had provided the Products or performed the Services.

14. **Compliance with Laws and Regulations.**

14.1 SELLER and BUYER are committed to conducting operations ethically and in compliance with all laws applicable to them. This includes laws prohibiting commercial bribery, payment to government officials, money laundering and other similar anti-corruption laws, and compliance with laws governing import and export restrictions, customs, duties and taxes (together, the "Applicable Laws"). SELLER agrees to comply with such Applicable Laws during the term of this Agreement.

14.2 SELLER shall maintain accurate books and records of the transactions contemplated under the Contract Documents and shall retain such records for a period of seven (7) years following the last delivery of Products or Services. BUYER shall have the right, on reasonable notice, to examine such records to verify compliance with this Section. SELLER shall comply with all applicable anti-corruption laws, including the U.S. Foreign Corrupt Practices Act, as amended, in performing its obligations under each of the Contract Documents.

15. **Dover Supplier Code of Conduct.** SELLER shall use its best efforts to perform its obligations under the Order in conformance 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.

16. **Severability.** If one or more of the provisions contained in the Contract Documents shall for any reason be held invalid, illegal or unenforceable for any reason, such invalidity, illegality or unenforceability shall not affect any other provision of the Contract Documents, which shall be construed as if such invalid, illegal or unenforceable provision had never been contained therein.

17. **Force Majeure.** Failure of BUYER to take delivery of goods or accept performance of services hereunder, or portions thereof, when due if occasioned by Act of God or public enemy, fire, explosion, perils of the sea, flood, drought, war, riot, sabotage, accident, embargo, government priority, requisition or allocation, or any circumstance of like character beyond the reasonable control of BUYER, or by interruption of or delay in transportation, shortages of or inability to obtain, raw materials, supplies equipment, fuel, power, labor or other operational necessities, labor trouble, partial or complete suspension of BUYER's operations, compliance with any order or request of any governmental officer, department, agency or committee, shall not subject BUYER to any liability to SELLER. In this connection, BUYER shall not be required to resolve labor disputes, or disputes with suppliers of raw materials, supplies, equipment, fuel or power, but may, in accordance with its best interest, do so. At BUYER's option, the period specified for delivery of goods or performance of services hereunder shall be extended by the periods of delay occasioned by such circumstance, and deliveries of services omitted shall be made or performed during such extension or the total ordered hereunder shall be reduced by the deliveries or services or portions so omitted.

18. **Entire Agreement.** The Contract Documents constitute the sole and exclusive agreement between BUYER and SELLER with respect to their subject matter, and supersede all prior understandings, representations, negotiations and correspondence between the parties, constitute the entire agreement between them with respect to the matters described, and shall not be modified or affected by any course of dealing, course of performance or usage of trade. The Contract Documents may be changed only by an agreement in writing executed by the parties hereto.

**TERMS AND CONDITIONS**

No terms or conditions contained in any document which has been or may in the future be supplied by SELLER which are in addition to, different from, inconsistent with or attempt to vary any of the terms or conditions of the Contract Documents shall supersede any of the terms or conditions of the Contract Documents. BUYER's acceptance of the Products shall not be construed as an acceptance of any terms or conditions contained in any such document. No waiver by BUYER of any rights or breach of any provision of the Contract Documents will constitute a waiver of BUYER's other rights under the Contract Documents, nor will it be deemed to be a general waiver of such provision by BUYER or to sanction any subsequent breach by SELLER.

19. **Precedence.** In the event of a conflict between the terms of any Contract Documents, precedence between such documents shall be determined in the following order: (i) the Order; (ii) Supplemental Documents; and then (iii) these Terms.

20. **Relationship of Parties.** The relationship between BUYER and SELLER is that of independent contractors only, and nothing in the Contract Documents shall be construed to create a partnership, joint venture, employer-employee or agency relationship or any other relationship between BUYER and SELLER other than that of independent contractors.

21. **Assignment.** SELLER may not assign any Contract Document, or any right or obligation thereunder, to any third party without the prior written consent of BUYER.

22. **Waiver.** No failure to exercise, and no delay in exercising, on the part of BUYER any right, power or privilege hereunder will operate as a waiver thereof, nor will any single or partial exercise of any right, power or privilege hereunder preclude further exercise of the same right, power or privilege.

23. **Governing Law.** The Contract Documents and the rights and liabilities of the parties hereto shall be construed in accordance with the laws of the Commonwealth of Virginia. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the transactions contemplated by the Contract Documents.

24. **Jurisdiction.** Any suit or other proceeding arising out of or relating to the Contract Documents may be brought in the state and federal courts of the Commonwealth of Virginia, and each of the parties hereto irrevocably submits to the exclusive jurisdiction of each such court in any such suit or proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the suit or proceeding shall be heard and determined only in any such court and agrees not to bring any suit or proceeding arising out of or relating to the Contract Documents in any other court.

The above Terms and Conditions are hereby accepted.

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Name**

\_\_\_\_\_  
**Company Name**

\_\_\_\_\_  
**Title**

\_\_\_\_\_  
**Date**