

## TERMS AND CONDITIONS OF PURCHASE

**1. Acceptance and Complete Agreement.** The purchasing entity identified on the purchase order or purchase contract issued in connection with these terms and conditions, and any division or operation thereof, adopting this Order ("Buyer"), agrees to purchase, and the seller identified on the face of this purchase order ("Seller") agrees to sell the goods ("Goods") and/or provide the services ("Services") as described in this purchase order, which includes any exhibit, document, drawing, specifications, data referenced or incorporated by reference in this purchase order and any confidentiality and/or nondisclosure agreement executed between Seller and Buyer (the "NDA" and, collectively, "Order"), subject to the following. 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. Buyer's failure to further object to any of the provisions contained in any documentation of Seller's or any communication of any kind from Seller shall not be deemed a waiver of the terms of the Order or as an acceptance by Buyer of any deviation from the terms of the Order. There are no understandings or agreements relating to the subject matter of this Order other than as set forth in this Order. The previous sentence notwithstanding, to the extent Buyer is purchasing Goods and/or Services pursuant to a master agreement between Dover Corporation and Seller, such master agreement shall govern to the extent any provision of this Order conflicts with such master agreement. 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 and/or Services 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 EXW Seller's dock (Incoterms 2020) unless otherwise specified and agreed to by Buyer. Unless specifically otherwise set forth, prices herein shall not be increased without Buyer's written consent and no additional charges of any type shall be added including, but not limited to, any charges for insurance, shipping, taxes, tariffs, duties, 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, Buyer may terminate this Agreement upon five (5) business days prior written notice to Seller. 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. Each such Revision shall be subject to and expressly incorporate the terms and conditions of this Order. Seller shall not deliver substitute goods for the Goods ordered by Buyer or 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 one (1) business day's 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. If this Order, or part thereof, is terminated by Buyer for any reason other than for breach by Seller, Seller must notify Buyer of any claim resulting from Buyer's termination within ninety (90) days of the effective date of Buyer's termination. Such claim shall be settled on the basis of reasonable costs Seller has incurred in the performance of this Order prior to receipt of Buyer's notice of termination; provided, however, that Seller shall use its best efforts to mitigate such costs. 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, notwithstanding anything to the contrary in this Order (including the limitations set forth in Section 11), Seller shall be liable to Buyer for any and all damages sustained by such termination including, without limitation, at Buyer's option, direct, indirect, incidental and consequential damages, costs (including attorneys' and other professionals' fees and costs), expenses and losses. Seller may not cancel or modify this Order in whole or in part, without Buyer's written consent.

**5. Delivery; Title and Risk of Loss.** Title to Goods and risk of loss thereof, or damage thereto, shall pass to Buyer upon delivery to Buyer or Buyer's nominated carrier at Seller's dock. Seller shall be responsible for loading the Goods on any collecting vehicle at no additional cost and shall bear the risk of any loss that occurs during loading. If Goods are to be installed by Seller at Buyer's facility or a facility designated by Buyer, 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 the location shown on the face of this Order. 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.

**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. At any time, 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, refund 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; Data Security and Data Protection.**

7.1 All non-public, confidential or proprietary information of Buyer, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with the Order ("Confidential Information") is confidential, solely for the use of performing this Order and may not be disclosed or copied unless authorized in advance by Buyer in writing. Seller 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 Buyer to Seller. Seller 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 Buyer'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 Buyer. Seller shall safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care. Upon Buyer's request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled

to injunctive relief for any violation of this Section. 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 Seller, was in the lawful possession of Seller prior to its disclosure to Seller or was independently developed by Seller. Disclosure of Confidential Information pursuant to order by a court shall not be a violation of this Section; provided, however, that Seller, to the extent allowed by law, notify Buyer in advance of such disclosure. Seller agrees that the provisions set forth in the NDA (if executed by the parties) shall supplement and be in addition to the obligations of this Section. In the event of any conflict between this Order and the NDA, the parties agree that the NDA shall control with respect to Seller's obligations of confidentiality, and this Order shall control with respect to the sale of any Goods or Services.

7.2 Seller represents that it has developed and implemented and covenants that it will maintain effective information security policies and procedures that include administrative, technical and physical safeguards designed to (a) ensure the confidentiality, security, integrity and availability of Buyer's Confidential Information provided hereunder; (b) protect against anticipated threats or hazards to the confidentiality, security, integrity and availability of such information; (c) protect against unauthorized access or use of such information; and (d) ensure the proper disposal of such information. Seller shall promptly notify Buyer of any breach of confidentiality by Seller or any of its agents, disclosure of Buyer's Confidential Information by Seller or one of its agents or a breach of Seller's information security policies or procedures. Notice shall be provided to Buyer no later than 24 hours upon discovery of breach.

7.3 Seller shall not make any public announcement about the Order without prior written approval of Buyer.

7.4 Seller shall comply with the data protection and privacy legislation in all relevant countries and shall ensure that its employees, agents and contractors observe the provisions of that legislation.

**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 Buyer-approved 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) Seller shall at all times maintain a disaster recovery plan ("DRP") that ensures continuity of production of Goods and performance of Services and shall permit Buyer to audit such DRP for acceptance and approval; and (i) 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 cumulative and in addition to any warranties of additional scope given to Buyer by Seller and/or provided by law or inequity. 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.

**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 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 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 therefore 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 timely to 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. HOWEVER THESE MAY BE CHARACTERIZED. BUYER'S LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO THIS ORDER, SHALL NOT EXCEED THE PRICE ALLOCABLE TO THE GOODS, OR UNIT THEREOF, AND/OR SERVICES WHICH GIVES RISE TO THE CLAIM.

**12. Ownership.** Unless otherwise agreed to in writing, all property of any description furnished to Seller by Buyer, specifically paid for 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. All such property shall be subject to removal upon Buyer's instruction, shall be held at Seller's risk, and shall be kept insured by Seller at Seller's expense while in its custody or control in an amount equal to the replacement cost thereof, with loss payable to Buyer. Upon demand by Buyer, Seller shall furnish to Buyer copies of policies or certificates of such insurance.

**13. Tooling.** Unless otherwise agreed, Seller, at its own expense, shall furnish, keep in good condition and replace, when necessary, all dies, tools, gauges, fixtures, patterns, and similar items (collectively, "Tooling") necessary for the production of the Goods. The cost of changes in Tooling necessary to effect design or specification changes, hereafter ordered by Buyer, shall be paid by Buyer. Buyer has the option, however, to take possession and title to any Tooling that is specialized for the production of the Goods and, in such event, shall pay to Seller, the unamortized cost thereof; provided, however, that this option shall not apply if the Goods are the standard products of Seller or if a substantial quantity of like material is being sold by Seller to others. Any material, property or Tooling furnished to Seller by Buyer or for which Buyer reimburses Seller in the piece price or otherwise shall be deemed to be held by Seller under a bailment for the benefit of Seller and shall be returned on demand, whether oral or written, of Buyer. Seller shall be responsible for the value of any such material, property or Tooling which is lost, destroyed, altered or damaged, except destruction or alteration thereof approved by Buyer in writing.

**14. Insurance.** During the provision of Goods and/or Services under this Order, 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 per occurrence combined single limit for bodily injury and property damage; (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 single limit for bodily injury and property damage liability of \$1,000,000 per accident

or occurrence; and (d) Employer's liability insurance with a minimum amount of \$1,000,000 per accident. Such insurance shall be with financially sound and reputable insurers. Prior to providing Goods and/or Services, 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.

**15. 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.

**16. Applicable Laws.** Seller shall: (a) comply with all applicable treaties, trade agreements, laws, rules, regulations and ordinances, including, without limitation, those regarding anti-corruption, anti-bribery, human rights, and environmental health and safety; (b) maintain in effect all licenses, permissions, authorizations, certificates, consents, approvals, and permits necessary to carry out Seller's responsibilities and obligations under the Order and these terms; (c) handle, store, use, and transfer the Goods in compliance with the foregoing and any safety information provided by Buyer; and (d) provide to Buyer, prior to or with the provision of all Goods or Services, any Material Safety Data Sheet (MSDS) required by law. Seller shall complete any documents and provide such information as Buyer may reasonably request to ascertain Seller's compliance with the foregoing. The Goods, including any documentation and technical data related thereto, may be subject to certain: (1) U.S. or other applicable export laws, rules, and regulations, including, without limitation, the U.S. International Traffic in Arms Regulations, Export Administration Regulations and Foreign Assets Control Regulations ("Export Laws"); (2) anti-money laundering laws, rules, and regulations, including, without limitation, the U.S. Patriot Act and the U.S. Foreign Corrupt Practices Act (collectively, "AML Laws"). Seller shall comply with all applicable Export Laws and AML Laws; (i) all applicable requirements of the Occupational Safety and Health Act of 1970, as amended; (ii) the Fair Labor Standards Act of 1938, as amended; (iii) Executive Order 11246, and all regulations issued under such laws; (iv) the Restriction of Hazardous Substances Directive (RoHS) (2002/95/EC and 2011/65/EU); and (v) all other requirements of all countries involved in the sale of Goods under this Order.

**17. Non-Waiver.** No delay or failure by Buyer 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. Buyer shall not be deemed to have waived any of its rights, powers, or remedies under these terms and conditions, or at law or in equity unless such waiver is in writing and executed.

**18. Remedies; Governing Law.** Each of the rights and remedies herein set forth shall be cumulative and in addition to any other available rights or remedies provided in law or equity. The governing law of the Order and the courts with exclusive jurisdiction for disputes arising under the Order will depend on

the jurisdiction in which Buyer is located or under which Buyer is organized. If the Buyer is located in or organized under the laws of the United Kingdom, the Order shall be governed and construed according to the laws of the United Kingdom, and any action brought by either party relating to the Order must be brought in a court located in London, England. If the Buyer is located in or organized under the laws of the United States, the Order shall be governed and construed according to the laws of the State of Delaware, without reference to principles or conflicts of laws, and any action brought by either party arising out of or relating to the Order must be brought in a U.S. District Court or state court in New Castle County, Delaware. Seller waives any objection to jurisdiction or venue in respect of said Courts and to any service of process issued under their authority. Notwithstanding the foregoing, if Seller exists under the laws of any non-U.S. jurisdiction, then any claim or controversy arising out of or relating to the Order or these terms may also be resolved under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The seat of arbitration shall be in New York, New York (if the Buyer is located in or organized under the laws of the United States) or London, England (if the Buyer is located in or organized under the laws of the United Kingdom). The language to be used in the arbitral proceedings shall be English. The U.N. Convention on Contracts for the International Sale of Goods does not apply to the Order or these terms. Notwithstanding the foregoing, Buyer will have the right at any time, at its option and where legally available, to immediately commence an action or proceeding in a court of competent jurisdiction, subject to the terms of this Order, to seek a restraining order, injunction, or similar order to enforce the confidentiality provisions set forth in Section 7 or to seek interim or conservatory measures.

**19. 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.

**20. 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.

**21. 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.

**22. Assignment; Subcontracting.** Seller may not assign this Order, in whole or in part, without the prior written consent of Buyer. 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.

**23. 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.

**24. Notices.** Notices shall be sent by a nationally recognized overnight courier service or by email (provided that the sender retains evidence of successful transmission) to the addresses specified on the face hereof and shall be effective one day after dispatch.

**25. Legal Effect.** The parties acknowledge and agree that transmission of this Order or any Revision thereof by email which contains a typed name of Buyer and/or Buyer's logo shall satisfy the requirements of both a "writing" and a "signature".

**26. 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.

**27. Equal Opportunity.** Buyer is an equal opportunity employer and complies with all applicable non-discrimination laws. Seller agrees it will comply with all applicable equal employment opportunity and non-discrimination laws. Buyer and Seller, if applicable, shall abide by the requirements of 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 require that covered prime contractors and subcontractors take affirmative action to employ and advance employment of individuals without regard to disability or veteran status. Seller, if applicable, shall also abide by the provisions of 29 C.F.R. Part 471, Subpart A. Execution of this Agreement by Seller constitutes certification of compliance by Seller to Buyer.

**28. 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 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, Seller agrees to promptly notify Buyer of any change in Seller's sourcing, including in changes in country of origin or any changes in sub-seller 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.

**29. FAR/DFARS Compliance Requirements.** Seller has read, understands and agrees to comply with any and all Federal Acquisition Regulation ("FAR"), Defense Federal Acquisition Regulations Supplement ("DFARS") clauses, and/or any other

agency FAR supplement clauses included within the Order. Clauses referenced within Buyer's Terms and Conditions of Purchase, as may be amended from time to time (available at <https://www.waukbearing.com/en/terms-conditions.html>) are hereby incorporated by reference into this Order with the same force and effect as though set forth fully herein, and the Seller is obligated to comply with these clauses to the extent applicable. To the extent any FAR, DFARS, or other agency FAR supplement clause, or portion thereof is inapplicable to this Order, the parties shall consider such clauses to be self-deleting, and they shall not impose any obligations upon Seller.

**30. 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 <http://www.dovercorporation.com/>. 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.

**Last Updated:** 01/14/ 2026

## ADDITIONAL TERMS AND CONDITIONS FOR UNITED STATES GOVERNMENT CONTRACTS

### MANDATORY CONDITIONS REQUIRED BY UNITED STATES GOVERNMENT CONTRACTS OR SUBCONTRACTS THEREUNDER:

This Order is issued under a United States Government contract and must contain certain terms and conditions. The clauses listed below are incorporated herein by reference with the same force and effect as if they were given in full text and are applicable to this Order. Seller understands and will comply with all applicable (i) Federal Acquisition Regulation ("FAR") clauses, (ii) agency FAR supplement clauses, and (iii) other applicable federal procurement laws and regulations, whether incorporated expressly or by reference, and including all applicable alternatives, deviations, modifications, and/or other changes that may be made from time to time. To the extent any FAR clause, agency FAR supplement clause, or portion thereof, is inapplicable to this Order, the parties shall consider such clauses to be self-deleting, and they shall not impose any obligations upon Buyer or Seller.

Seller agrees that the following FAR clauses and agency FAR supplement clauses (including applicable alternatives), effective as of the date of this Purchase Order, are incorporated herein by reference (except that any provision or language referring to the "disputes" clause of "dispute is deleted) and that wherever the following words appear in the various sections of the FAR clauses and/or agency FAR supplement clauses cited or incorporated herein by reference, such words shall be defined as follows:

{a} "Contractor" shall mean "Seller"

{b} "Contract" shall mean "Purchase Order"

{c} "Government" shall mean "Government and/or Buyer"

{d} "Contracting Officer" shall mean "Contracting Officer of the Buyer's Government prime contract under which this Purchase Order has been issued) and/or Buyer"

In determining where such substitutions are or are not required by the context of the particular clause or provision in question, the interpretation will be adopted that best preserves the parties' mutual intention that their respective rights and obligations as between each other are to be coextensive with and equivalent to the rights and obligations existing as between the Government and Buyer with regard to Government contract(s) or subcontract(s) held by Buyer.

Seller shall include in each lower-tier subcontract the appropriate flow down clauses as required by the clauses in the Order and this addendum.

### FEDERAL ACQUISITION REGULATION CLAUSES

52.202-1	Definitions
52.203-1	Officials Not to Benefit (RESERVED as of 1995)
52.203-3	Gratuities
52.203-5	Covenant against Contingent Fees
52.203-6	Restrictions on Subcontractor Sales to the Government
52.203-7	Anti-Kickback Procedures
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity
52.203-9	Requirement for Certificate of Procurement Integrity—Modification (RESERVED as of 1997)
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity
52.203-11	Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions
52.203-12	Limitation on Payments to Influence Certain Federal Transactions
52.203-13	Contractor Code of Business Ethics and Conduct
52.203-14	Display of Hotline Poster(s)
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreement or Statements
52.204-2	Security Requirements
52.204-4	Printed or Copied Double-Sides on Recycled Paper (RESERVED as of 2024)
52.204-7	System for Award Management
52.204-9	Personal Identity Verification of Contractor Personnel

52.204-10	Reporting Executive Compensation and First-Tier Subcontract
52.204-13	System for Award Management Maintenance
52.204-19	Incorporation by Reference of Representations and Certifications
52.204-21	Basic Safeguarding of Covered Contractor Information Systems
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment
52.209-3	First Article Approval-Contractor Testing
52.209-6	Protecting the Govt.'s Interest when Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment
52.209-7	Information Regarding Responsibility Matters
52.210-1	Market Research
52.211-5	Material Requirements
52.211-15	Defense Priority and Allocation Requirements
52.215-2	Audit-Negotiation
52.215-8	Order of Precedence-Uniform Contract Format
52.215-10	Price Reduction for Defective Certified Cost or Pricing Data
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data-Modifications
52.215-12	Subcontractor Certified Cost or Pricing Data
52.215-13	Subcontractor Certified Cost or Pricing Data-Modifications
52.215-14	Integrity of Unit Prices
52.215-15	Pension Adjustments and Asset Reversions
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions
52.215-19	Notification of Ownership Changes
52.215-20	Requirements for Cost or Pricing Data Other Than Cost or Pricing Data
52.215-21	Requirements for Certified Cost or Pricing Data or Information Other Than Certified Cost or Pricing Data-Modifications
52.215-22	Limitations on Pass-Through Charges – Identification of Subcontract Effort
52.215-23	Limitations on Pass-Through Charges
52.216-8	Fixed Fee
52.216-16	Incentive Price Revision-Firm Target
52.216-24	Limitation of Government Liability
52.216-25	Contract Definitization
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns
52.219-6	Notice of Total Small Business Set-Aside
52.219-8	Utilization of Small Business Concerns and Small Disadvantaged Business Concerns
52.219-9	Small Business Subcontracting Plan
52.219-9	Small Business Subcontracting Plan (Deviation 2018-O0018)
52.219-9	ALT II, Small Business Subcontracting Plan (Deviation 2016-O0009)
52.219-14	Limitations on Subcontracting
52.219-16	Liquated Damages Subcontracting Plan
52.219-25	Small Disadvantaged Business Participation Program Disadvantaged Status & Reporting (RESERVED as of 2014)

52.220-3	Utilization of Labor Surplus Area Concerns (RESERVED as of 1995)
52.220-4	Labor Surplus Area Subcontracting Program (RESERVED as of 1995)
52.222-1	Notice to the Government of Labor Disputes
52.222-2	Payment For Overtime Premiums
52.222-3	Convict Labor
52.222-4	Contract Work Hours and Safety Standards Act-Overtime
52.222-20	Walsh-Healey Public Contracts Act
52.222-28	Equal Opportunity Preaward Clearance of Subcontracts (RESERVED as of 1998)
52.222-35	Equal Opportunity for Veterans
52.222-36	Affirmative Action for Workers with Disabilities
52.222-37	Employment Reports on Veterans
52.222-40	Notification of Employee Rights Under the National Labor Relations Act
52.222-41	Service Contract Act of 1965
52.222-43	Fair Labor Standards Act and Service Contract Act-Price Adjustment (MultipleYr and Option)
52.222-44	Fair Labor Standards and Service Contract Act - Price Adjustment
52.222-50	Combating Trafficking in Persons
52.222-54	Employment Eligibility Verification
52.223-2	Affirmative Procurement of Biobased Products Under Service And Construction Contracts
52.223-3	Hazardous Material Identification and Material Safety Data (Alt I applies if this order is for other than DoD)
52.223-5	Pollution Prevention and Right to Know Information
52.223-6	Drug-Free Workplace (RESERVED as of 2024)
52.223-7	Notice of Radioactive Materials
52.223-10	Waste Reduction Program
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving (RESERVED as of 2024)
52.224-1	Privacy Act Notification
52.224-2	Privacy Act
52.225-1	Buy American Act – Supplies
52.225-3	Buy American Act – Free Trade Agreements – Israeli Trade Act
52.225-5	Trade Agreements
52.225-8	Duty-Free Entry
52.225-10	Notice of Buy American Act Requirement—Construction Materials
52.225-11	Buy American Act—Construction Materials under Trade Agreements
52.225-13	Restrictions on Certain Foreign Purchases
52.225-17	Evaluation of Foreign Currency Offers
52.227-1	Authorization and Consent
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement
52.227-3	Patent Indemnity
52.227-9	Refund of Royalties
52.227-10	Filing of Patent Applications - Classified Subject Matter
52.227-11	Patent Rights – Retention by the Contractor
52.227-13	Patent Rights – Ownership by the Government



52.227-14	Rights in Data – General
52.228-5	Insurance-Work on a Government Installation
52.228-7	Insurance-Liability to Third Persons
52.229-3	Federal, State, and Local Taxes
52.229-4	Federal, State, and Local Taxes (State and Local Adjustments)
52.230-2	Cost Accounting Standards
52.230-3	Disclosure And Consistency of Cost Accounting Practices
52.230-4	Disclosure and Consistency of Cost Accounting Practices- Foreign Concerns
52.230-5	Cost Accounting Standards—Educational Institution
52.230-6	Administration of Cost Accounting Standards
52.232-1	Payments
52.232-8	Discounts for Prompt Payments
52.232-9	Limitations on Withholding of Payments
52.232-11	Extras
52.232-16	Progress Payments -- Alternate I
52.232-17	Interest
52.232-18	Availability of Funds
52.232-20	Limitation of Cost
52.232-22	Limitation of Funds
52.232-23	Assignment of Claims
52.232-25	Prompt Payment
52.232-28	Invitation to Propose Performance Based Payments.
52.232-33	Payment by Electronic Funds Transfer-Central Contractor Registration
52.232-40	Providing Accelerated Payments to Small Business Subcontractors
52.233-1	Disputes
52.233-3	Protest After Award
52.233-4	Applicable Law for Breach of Contract Claim
52.234-1	Industrial Resources Developed Under Defense Production Act Title III
52.236-13	Accident Prevention
52.237-2	Protection of Government Buildings, Equipment, and Vegetation
52.237-3	Continuity of Services
52.242-1	Notice of Intent to Disallow Costs
52.242-2	Production Progress Reports
52.242-3	Penalties for Unallowable Costs
52.242-4	Certification of Final Indirect Costs
52.242-13	Bankruptcy
52.242-15	Stop Work
52.243-1	Changes - Fixed-Price
52.243-2	Changes-Cost Reimbursement (Aug 1987) Alternate I
52.243-6	Change Order Accounting
52.244-1	Subcontracts(RESERVED as of 1998)

52-244-2	Subcontracts
52.244-5	Competition In subcontracting
52.244-6	Subcontracts for Commercial Items
52.245-1	Government Property
52.245-4	Government-Furnished Property (Short Form) (RESERVED as of 2007)
52.245-9	Use and Charges
52.246-2	Inspection of Supplies – Fixed Price
52.246-4	Inspection Of Services – Fixed Price
52.246-11	Higher-Level Contract Quality Requirement
52.246-16	Responsibility for Supplies
52.246-23	Limitation of Liability
52.246-25	Limitation of Liability-Services
52.247-1	Commercial Bill of Lading Notations
52.247-63	Preference or US Flag Air Carriers
52.247-64	Preference for Privately Owned US -Flag Commercial Vessels
52.248-1	Value Engineering
52.249-2	Termination For Convenience of the Government (Fixed Price)
52.249-6	Termination (Cost Reimbursement)
52.249-8	Default (Fixed Price Supply & Service)
52.249-14	Excusable Delays
52.251-1	Government Supply Sources
52.251-2	Interagency Fleet Management System (IFMS) Vehicles & Related Services
52.252-2	Clauses Incorporated by Reference
52.253-1	Computer Generated Forms

#### DEFENSE FAR SUPPLEMENT CLAUSES

252.201-7000	Contracting Officer's Representative
252.203-7000	Requirements Relating to Compensation of Former DoD Officials
252-203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies
252-203-7002	Requirement to Inform Employees of Whistleblower Rights
252-203-7003	Agency Office of the Inspector General
252.203-7004	Display of Fraud Hotline Posters
252.204-7000	Disclosure of Information
252.204-7002	Payment for Subline Items Not Separately Priced
252-204-7003	Control of Government Personnel Work Product
252.204-7004	Antiterrorism Awareness Training for Contractors
252.204-7005	Oral Attestation of Security Responsibilities
252.204-7007	Annual Representations and Certifications Alternate A
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information

252.204-7010 Requirement for Contractor to Notify DoD if the Contractor's Activities are Subject to Reporting Under the U.S. International Atomic Energy Agency Additional Protocol

252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting

252.204-7015 Notice of Authorized Disclosure of Information for Litigation Support

252.204-7020 NIST SP 800-171 DoD Assessment Requirements

252.205-7000 Provision of Information to Cooperative Agreement Holders

252.209-7000 (RESERVED as of 2004)

252.209-7004 Subcontracting With Firms that are owned or controlled by the Government of a Terrorist Country

252.211-7000 Acquisition Streamlining

252.211-7003 Item Unique Identification and Valuation

252.211-7007 Item Unique Identification of Government Property

252.215-7000 Pricing Adjustments

252.215-7001 (RESERVED as of 1995)

252.215-7002 Cost Estimating System Requirements

252.215-7003 Excessive Pass-Through Charges—Identification of Subcontract Effort (RESERVED as of 2010; currently titled Requirement for Submission of Data Other Than Certified Cost or Pricing Data—Canadian Commercial Corporation)

252.215-7004 Excessive Pass-Through Charges (RESERVED as of 2010; currently titled Requirement for Submission of Data Other Than Certified Cost or Pricing Data—Modifications—Canadian Commercial Corporation)

252.219-7003 Small Business Subcontracting Plan (DOD Contracts)

252.222-7000 Restrictions On Employment of Personnel

252.222-7005 Prohibition on Use of Nonimmigrant Aliens—Guam

252.222-7006 Restrictions on the Use of Mandatory Arbitration Agreements

252.223-7004 Drug Free Work Force

252.223-7006 Prohibition on Storage and Disposal of Toxic and Hazardous Materials

252.223-7008 Prohibition of Hexavalent Chromium

252.225-7001 Buy American Act and Balance of Payments Program

252.225-7002 Qualifying Country Sources as Subcontractors

252.225-7004 Report of Intended Performance Outside the United States and Canada – Submission After Award

252.225-7006 Quarterly Reporting of Actual Contract Performance Outside the United States

252.225-7007 Prohibition on Acquisition of Certain Items from Communist Chinese Military Companies

252.225-7008 Restriction on Acquisition of Specialty Metals

252.225-7009 Restriction on Acquisition of Certain Articles Containing Specialty Metals

252.225-7010 Commercial Derivative Military Article—Specialty Metals Compliance Certificate

252.225-7012 Preference for Certain Domestic Commodities

252.225-7013 Duty Free Entry

252.225-7014 Preference for Domestic Specialty Metals, Alt. I

252.225-7015 Restriction on Acquisition of Hand or Measuring Tools

252.225-7016 Restriction on Acquisition of Antifriction Bearings

252.225-7019 Restriction on Acquisition of Anchor and Mooring Chain

252.225-7021 Trade Agreements

252.225-7023 Restriction on Acquisition of Carbonyl Iron Powders

252.225-7025 Restriction on Acquisition of Forgings

252.225-7026	Acquisition Restricted to Products or Services from Iraq or Afghanistan
252-225-7028	Exclusionary Policies and Practices of Foreign Governments
252-225-7030	Restriction on Acquisition of Carbon Alloy and Armor Steel Plate
252.225-7031	Secondary Arab Boycott of Israel
252.225-7033	Waiver of United Kingdom Levies
252.225-7036	Buy American-Free Trade Agreement-Balance of Payments Program
252.225-7038	Restriction on Acquisition of Air Circuit Breakers
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States
252.225-7048	Export Controlled Items
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns
252.227-7000	Non-estoppel
252.227-7013	Rights in Technical Data--Noncommercial Items
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
252.227-7015	Technical Data - Commercial Items
252.227-7016	Rights in Bid or Proposal Information
252.227-7018	Rights in Noncommercial Technical Data and Computer Software-Small Business Innovation Research (SBIR) Program
252.227-7019	Validation of Asserted Restrictions - Computer Software
252.227-7025	Limitations on the Use or Disclosure of Government Furnished Information Marked with Restrictive Legends
252.227-7026	Deferred Delivery of Technical Data or Computer Software
252.227-7027	Deferred Ordering of Technical Data or Computer Software
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government
252.227-7029	Identification of Technical Data (RESERVED as of 1995)
252.227-7030	Technical Data -- Withholding of Payment
252.227-7031	Data Requirements (RESERVED as of 1995)
252.227-7036	Certification of Technical Data Conformity (RESERVED as of 2004)
252.227-7037	Validation of Restrictive Markings on Technical Data
252.227-7038	Patent Rights -- Ownership by the Contractor (Large Business)
252.227-7039	Patents -- Reporting of Subject Inventions
252.228-7001	Ground and Flight Risk
252.228-7003	Capture and Detention
252.228-7005	Accident Reporting and Investigation Involving Aircraft, Missiles and Space Launch Vehicles
252.231-7000	Supplemental Cost Principles
252.232-7004	DOD Progress Payment Rates
252.232-7006	Reduction or Suspension of Contract Payments Upon Finding of Fraud
252.232-7010	Levies on Contract Payments
252.233-7000	Certification of Claims and Requests for Adjustment or Relief (RESERVED as of 1997)
252.234-7002	Earned Value Management System
252.234-7004	Cost and Software Data Reporting System
252.235-7003	Frequency Authorization

252.237-7010	Prohibition on Interrogation of Detainees by Contractor Personnel
252.239-7000	Protection Against Compromising Emanations
252.239-7018	Supply Chain Risk
252.242-7000	Postaward Conference (RESERVED as of 2012)
252.242-7003	Application for U.S. Government Shipping Documentation/Instructions (RESERVED as of 2012)
252.242-7004	Material Management and Accounting System
252.243-7001	Pricing of Contract Modifications
252.243-7002	Requests for Equitable Adjustment
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)
252.245-7001	Tagging, Labeling, and Marking of Government-furnished Property (RESERVED as of 2023)
252.245-7002	Reporting Loss of Government Property (RESERVED as of 2023)
252.245-7004	Reporting, Reutilization, and Disposal (RESERVED as of 2023)
252.246-7001	Alt I, Warranty of Data
252.246-7003	Notification of Potential Safety Issues
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System
252.246-7008	Sources of Electronic Parts
252.247-7023	Transportation of Supplies by Sea
252.247-7024	Notification of Transportation of Supplies by Sea (RESERVED as of 2019)
252.249-7001	(RESERVED as of 1996)
252.249-7002	Notification of Anticipated Contract Termination or Reduction
252.251-7000	Ordering from Government Supply Sources
252.251-7001	Use of Interagency Fleet Management system (IFMS) Vehicles and Related Services