

SELLER Terms and Conditions of Sale (Rev 2022)

1. GENERAL. These general terms and conditions of sale (along with any associated written specification, quotation and/or supplemental terms and conditions provided by Seller) exclusively will govern the sale or licensing by Seller of all goods and services, (hereinafter, "Products") furnished to Buyer, and represents the entire agreement between Buyer and Seller with respect thereto. Buyer's receipt or acceptance of delivery of any of the Products ordered or purchased hereunder will constitute its acceptance of these terms and conditions.

2. PAYMENT TERMS. Net thirty (30) days from date of invoice with ongoing approved credit as determined by Seller. Seller may render partial invoices and require progressive payments. Seller reserves the right to suspend any further performance hereunder or otherwise in the event payment is not made when due. No payment by offset is permitted. Interest charges will be added to overdue invoices at the rate of 1.5% per month (subject to any limit imposed by applicable law).

3. DELIVERY TERMS. Delivery terms are Ex Works Seller's plant or warehouse (per current Incoterms) or as otherwise agreed to as evidenced by Seller's order acknowledgment. Acknowledged shipping dates are approximate only and based on prompt receipt of all necessary information from Buyer. Seller disclaims all liability for late delivery.

4. WARRANTY.

(a) Unless otherwise specified in writing, Seller warrants that Products furnished here-under will be free from defects in material, workmanship and design for a period of (a) eighteen (18) months after shipment by Seller, or twelve (12) months after the Products are placed in service, whichever occurs first. Repaired or replacement of non-conforming Products provided as a result of this warranty subparagraph are similarly warranted for a period of six (6) months from the date of shipment to Buyer or the remainder of the original warranty term for that particular Product, whichever is longer.

(b) **Software and Firmware:** Unless otherwise provided in a Seller or third-party license, Seller warrants that standard software or firmware Products furnished hereunder, when used with Seller-specified Products, will perform in accordance with published specifications prepared, approved, and issued by Seller for a period of sixty (60) days from the date of invoice from Seller or its appointed distributor, as the case may be. Seller makes no representation or warranty, express or implied, that the operation of the software or firmware will be uninterrupted or error free, or that the functions contained therein will meet or satisfy Buyer's intended use or requirements.

(c) **Buyer Specifications/Compatibility:** Seller does not warrant and will not be liable for any design, materials, construction criteria or goods furnished or specified by Buyer (including that sourced from other manufacturers or vendors specified by Buyer). Seller does not warrant the compatibility of its Products with the goods of other manufacturers or Buyer's application except to the extent expressly represented in Seller's published specifications or written quotation.

(d) **Remedies:** Remedies under the above warranties will be limited, at Seller's option, to the replacement, repair, re-performance or modification of, or issuance of a credit for the purchase price, of the non-conforming Products involved, and where applicable, only after the return of such Products pursuant to Seller's instructions. Replacement Products may be new, remanufactured, refurbished or reconditioned at Seller's discretion. Buyer requested on-site warranty service (consisting of time, travel and expenses related to such services) will be at Buyer's expense. The foregoing will be the exclusive remedies for any breach of warranty or breach of contract arising therefrom.

(e) **General:** Warranty satisfaction is available only if (a) Seller is provided prompt written notice of the warranty claim and (b) Seller's examination discloses that any alleged defect has not been caused by misuse; neglect; improper installation, operation, maintenance, repair, alteration or modification by other than Seller; accident; or unusual deterioration or degradation of the Products or parts thereof due to physical environment or electrical or electro-magnetic noise environment. Rights under the above warranties (subject to noted limitations) extend to Buyer's customers if Buyer is a Seller-appointed distributor for the Products.

The above warranties are in lieu of all other warranties and conditions, whether expressed, implied or statutory, including implied warranties of merchantability or fitness for a particular use, or performance or application warranties, to the fullest extent permitted by applicable law. LAW.

5. INTELLECTUAL PROPERTY. (a) Seller warrants that the Products shall not infringe any patent. If Buyer provides timely notice, information and assistance, Seller shall indemnify and defend Buyer from and against any claimed infringement, which would constitute a breach of this warranty. In the event the Products are found to infringe any patent, Seller shall at its option procure for Buyer the right to continue use, replace the Products with non-infringing goods, modify the Products so that they are non-infringing or upon return of the Products to Seller, refund the purchase price less reasonable depreciation. Seller grants no license, express or implied, other than the right of Buyer to use the Products.

(b) Seller makes no warranty with respect to and shall not be liable for, any infringement relating to or arising out of Products manufactured to Buyer's design or specifications or use of the Products in conjunction with any other product not furnished by Seller or in a combination not furnished by Seller. With respect to any claimed infringements arising out of circum-stances described in this sub-Section Buyer shall indemnify and defend Seller against any and all loss, damage, costs and expenses including reasonable attorney fees.

6. LICENSED SOFTWARE AND FIRMWARE. Use of Products comprised of software or firmware may be subject to Buyer's acceptance of additional terms and conditions set forth in separate Seller or third-party license agreements that will control to the extent necessary to resolve any conflict with the terms and conditions stated or otherwise referenced herein. In the absence of a separate Seller's license agreement, Buyer is granted a non-exclusive, non-transferable license to use provided Seller's software or firmware only in object code form and solely in conjunction with Seller-provided Products, with no rights to sublicense, disclose, disassemble, decompile, reverse engineer, or otherwise modify the software or firmware

7. WEIGHTS AND DIMENSIONS. Published or advertised weights and dimensions are estimates or approximations only and are not warranted.

8. PRICES. Prices and other information shown in any Seller publication (including product catalogs and brochures) are subject to change without notice and to confirmation by specific quotation. Such publications are not offers to sell and are maintained only as a source of general information. Prices do not include sales, use, excise, customs, value-added or similar taxes. Buyer will pay or reimburse Seller for all such taxes as may be applicable.

9. CHANGES AND SUBSTITUTIONS. Buyer-requested order changes, including those affecting the identity, scope and delivery of the Products, must be documented in writing and are subject to Seller's prior approval and adjustments in price, scheduling and other affected terms and conditions.

10. RETURNS. SELLER cannot accept returns of product unless prior approval has been given by SELLER and SELLER has issued a Returned Goods Authorization (RGA). Cost for shipping any returns shall be the customer's responsibility. All returns of Products will be pursuant to Seller's instructions. Non-warranty returns of unused and resalable Products for credit will be subject to Seller's return policies in effect at the time, including applicable restocking charges and other conditions of return. Products returned under warranty must be properly packed and shipped to Seller-specified locations. Shipping containers must be clearly marked per Seller's instruction and shipped freight prepaid by Buyer.

11. ORDER CANCELLATION. Cancellation by Buyer prior to shipment is permitted only by written notice and upon payment to Seller of reasonable cancellation and restocking charges, including reimbursement for direct costs. Cancellation charges associated with orders for custom Products or Products specifically manufactured to Buyer's specification may equal the actual selling price of the Products. Seller has the right to cancel an order for cause at any time by written notice, and Seller will be entitled to cancellation and restocking charges as identified above. No termination by Buyer for cause will be effective unless and until Seller has failed to correct such alleged cause within forty-five (45) days after receipt of Buyer's written notice specifying such cause. Cancellations are subject to the following charges as a percentage of total order amount; 10% order entered; 50% released for manufacture; 70% assembly in process or awaiting shipment, unless product is a non-standard Special Product (Special purpose valve), in which case 100% or as agreed upon in writing case by case.

12. FORCE MAJEURE. Seller will not be liable for any loss, damage or delay arising out of its failure (or that of its subcontractors) to perform hereunder due to causes beyond its reasonable control, including without limitation, acts of God, acts or omissions of Buyer, acts of civil or military authority, fires, strikes, floods, epidemics, quarantine restrictions, war, riots, acts of terrorism, delays in transportation, or transportation embargoes. In the event of such delay, Seller's performance date(s) will be extended for such length of time as may be reasonably necessary to compensate for the delay.

13. NUCLEAR. Products sold or licensed hereunder are not intended to be used, nor should they be used, in any nuclear-related application either as a "Basic Component" as defined under United States nuclear regulations or under similar nuclear laws and regulations of any other country or otherwise.

14. COMPLIANCE WITH THE FOREIGN CORRUPTION PRACTICES ACT (FCPA). Buyer shall not, nor any of its respective equity holders, affiliates, beneficial owners, partners, officers, directors, employees or agents, in connection with the sale and purchase of the Products hereunder, directly or indirectly, offer, pay, promise to pay, or authorize the payment of any money, or offer, give, promise to give, or authorize the giving of anything of value to (i) any official or employee of any government, or any department, agency, or instrumentality thereof in the United States or any foreign country, (ii) any political party or official thereof, or to any candidate for foreign political office in the United States or any foreign country, or (iv) any official or employee of any public international organization, in each case for the purpose of influencing any act or decision of such official, employee, party or candidate or inducing such official, employee, party or candidate to do or omit to do any act in violation of the lawful duty of such official, employee, party or candidate, or securing any improper advantage for Buyer or otherwise promoting the business interests of Buyer in any respect.

15. EXPORT CONTROL. Products and associated materials supplied or licensed hereunder may be subject to various export laws and regulations. It is the responsibility of the exporter to comply with all such laws and regulations. Notwithstanding any other provision herein to the contrary, in the event that U.S. or local law requires export authorization for the export or re-export of any Product or associated technology, no delivery can be made until such export authorization is obtained, regardless of any otherwise promised delivery date.

16. DISPUTES. The Parties will attempt in good faith promptly to resolve any dispute arising hereunder by negotiations between representatives of the parties who have authority to settle the dispute. Any dispute not so resolved by negotiation or mediation may then be submitted to and be resolved by in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Any litigation or arbitration arising out of this Agreement shall be brought, maintained and administered in Pittsburgh, Pennsylvania. ANY CONTROVERSY, DISPUTE, OR CLAIM THAT PURCHASER MAY HAVE AGAINST SELLER MUST BE INITIATED NO LATER THAN ONE (1) YEAR AFTER THE CLAIM ORIGINATED.

18. GOVERNING LAW AND JURISDICTION. This Agreement is made in and shall be governed by the laws of the Commonwealth of Pennsylvania, without giving effect to the conflict of laws provisions thereof.

19. ASSIGNMENT. The Agreement evidenced hereby may not be assigned by either party without the written consent of the other (which consent will not be unreasonably withheld).

20. DISCLAIMER, INDEMNIFICATION & LIMITATIONS OF LIABILITY.

(a) The Buyer will hold the Seller harmless and indemnify the Seller from, for and against any and all claims, demands, liabilities, lawsuits or actions for damages and expenses, including legal fees, arising out of or related to goods or services provided by the Seller unless caused by the gross negligence or intentional misconduct of.

(b) Notwithstanding the foregoing, the Buyer will not claim against Seller (and/or its members) for labor, direct or indirect expenditures or losses, economic or consequential damages (including loss of profits) or punitive damages or environmental damages resulting from the purchase or use of the goods and/or services of Seller howsoever caused.

(c) Seller's maximum cumulative liability relative to all other claims and liabilities, including obligations under any indemnity, whether or not insured, will not exceed the cost of the product(s) giving rise to the claim or liability. Any action against seller must be brought within twelve (12) months after the cause of action accrues.

(d) All disclaimers and limitations of liability will apply regardless of any other contrary provision hereof and regardless of the form of action, whether in contract, tort (including negligence and strict liability) or otherwise, and further will extend to the benefit of seller's vendors, appointed distributors, and other authorized resellers as third-party beneficiaries.

21. SEVERABILITY: These Terms and Conditions of Sale will be construed as if prepared jointly by the parties hereto and any uncertainty or ambiguity will not be interpreted against any one party. If any of the provisions contained in these Terms and Conditions of Sale are held to be unenforceable then such provision will be given effect in such reduced form as may be decided by a court of competent jurisdiction; provided, however, that if any provision should be declared unenforceable or invalid for any reason, such unenforceable or invalid provisions will be severed from the remainder of these Terms and Conditions of Sale without affecting the enforceability or validity of the remaining provisions. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the contract