

# IDEX GENERAL TERMS AND CONDITIONS OF PURCHASE

(Effective March 2025)

These General Terms and Conditions shall apply to all Purchase Orders for Goods and/or Services issued by IDEX Corporation or its affiliates or subsidiary business units, as identified on corresponding Purchase Order (“Buyer”).

## 1. AGREEMENT

(a) Purchase Order. A Purchase Order may be issued in writing, electronically, orally or otherwise. Purchase Orders will include information sufficient to identify, the party to whom the Purchase Order is issued (“Supplier”), the particular goods (“Goods”) and/or services (“Services”) ordered (including, in the case of Goods, the quantity ordered), and the price (“Price”) payable for the Goods and/or Services ordered. Buyer and Supplier are sometimes referred to individually as a “Party” and together as the “Parties”.

(b) Purchase Agreement. For the purpose of each Purchase Order, the “Purchase Agreement” consists of (i) IDEX Supplemental Purchasing Terms and Conditions, if applicable; (ii) the Purchase Order, (iii) these General Terms and Conditions, and (iv) any executed agreements or documents attached to or identified or referenced in the Purchase Order or these General Terms and Conditions (“Other Agreements and Documents”). If there is any difference, inconsistency or ambiguity among the provisions of the Purchase Agreement, precedence shall be given in the order the documents are listed in this section.

(c) Entire Agreement. The Purchase Agreement forms the entire agreement and understanding between Buyer and Supplier relating to the Goods and/or Services ordered, and the Purchase Agreement supersedes all prior negotiations, representations, proposals, quotations, agreements, understandings and dealings with respect to the Goods and/or Services ordered. The Purchase Agreement cannot be amended unless agreed to in writing by Buyer.

(d) Buyer. For the avoidance of doubt: (i) the only party that is Buyer and the only party that will have any responsibility, liability or obligation under or in connection with the Purchase Agreement is the entity identified in the Purchase Order as Buyer; (ii) unless it is specifically identified in the Purchase Order as Buyer, IDEX Corporation shall have no responsibility, liability or obligation of any kind under or in connection with the Purchase Agreement.

(e) Affiliate. An “Affiliate” in reference to either Party means any entity who, directly or indirectly through one or more intermediaries, Controls, is Controlled by, or is under common Control with such Party, where “Control” in reference to an entity means (a) the direct or indirect legal or beneficial ownership of more than 50% of (i) the ownership interests in such entity or (ii) the outstanding voting rights in such entity or (b) the power to otherwise direct the business or affairs of such entity.

(f) Supplier Party. A “Supplier Party” includes Supplier, any of its Affiliates, any service center, distributor, sales agent, sales representative, contractor or subcontractor of Supplier or any of its Affiliates of any tier, any of their respective directors, officers, managers, employees, agents, representatives, contractors and subcontractors of any tier, and any other person or entity who may be designated, authorized or approved by Supplier or one of its Affiliates to take any action or do any thing in any capacity in connection with any part of the Purchase Agreement and/or any of the Goods and/or Services ordered.

## 2. SUPPLIER'S ACCEPTANCE OF PURCHASE ORDER

Supplier's acceptance of the Purchase Order shall occur upon the earlier of: (i) Supplier commencing any work in respect of any of the ordered Goods and/or Services; (ii) Supplier shipping any of the ordered Goods or commencing performance of any of the ordered Services; or (iii) Supplier acknowledging or confirming its acceptance of the Purchase Order to Buyer in writing (which may include email or fax).

Acceptance of the Purchase Order by Supplier is limited to acceptance of all terms and conditions contained in the Purchase Agreement. Any different or additional terms and conditions, amendments, modifications or qualifications proposed by Supplier or in a quotation, order acknowledgement or acceptance, invoice, or otherwise that differs from or conflicts with the Purchase Agreement are expressly rejected.

## 3. PRICE, INVOICING AND PAYMENT

(a) Price. The prices payable by Buyer for the Goods and/or Services ordered shall be the prices stated in the Purchase Order. All prices are fixed and firm and not subject to increase by Supplier for any reason, including without limitation, an increase in or the imposition of tariffs, duties, an increase in the cost of materials or components, or any

other market condition.

(b) Invoices. Supplier shall submit invoices to Buyer within thirty (30) days following the end of each calendar month for all Goods delivered and/or Services performed in the preceding month. Each invoice shall clearly indicate: the Purchase Order Number; a description of the Goods and/or Services for which the invoice is being submitted and their corresponding Purchase Order Line Item Numbers; the price for the Goods (including unit price, number of units and total price) and/or Services (including, if applicable, hours, days or weeks worked, hourly, daily or weekly rate, and total amount charged for each person performing the Services) for which the invoice is being submitted; and such other information as Buyer may reasonably request.

(c) Payment. Payment for all Goods and Services shall be in accordance with the payment term specified in the Purchase Agreement, or, if and to the extent no payment term is specified for all or a part of the Goods or Services, the payment term shall be net 45. In all cases, the payment date shall be calculated from the date of Buyer's receipt of a proper invoice from Supplier or Buyer's acceptance of the applicable Goods and Services in accordance with Section 6, whichever is later.

(d) Deduction and Set-Off. All amounts due or to become due from Buyer to Supplier shall be subject to deduction or set-off by Buyer by reason of any claim or counterclaim it or any of its Affiliates may have arising out of the Purchase Agreement or any other purchase order, agreement or transaction with Supplier or any of its Affiliates

(e) No Deemed Acceptance. Neither payment for nor use or inspection of Goods and/or Services by Buyer or any of its Affiliates shall be deemed to be acceptance by Buyer of such Goods and/or Services by Buyer. Payment to Supplier shall not release or relieve Supplier of any of its liabilities and obligations under the Purchase Agreement. Payment of an invoice shall not prejudice Buyer's right to dispute such invoice at any time thereafter.

#### 4. DELIVERY OF GOODS AND PERFORMANCE OF SERVICES

(a) Delivery of Goods. Delivery of all Goods shall be in accordance with the Incoterm (as defined in Incoterms 2020 or most recent version published by the International Chamber of Commerce) and destination ("**Destination**") specified in the Purchase Agreement, or, if and to the extent no Incoterm is specified for all or a part of the Goods, the Incoterm shall be DDP Destination (Delivered Duty Paid to the Destination) with Destination being Buyer's facility. Delivery of all Goods shall be in accordance with the delivery schedule specified in the Purchase Agreement or as provided by Buyer ("**Delivery Schedule**"). Buyer may refuse to take delivery of Goods on a date and/or in a quantity other than the date and quantity specified in the Delivery Schedule and return such Goods to Supplier at Supplier's sole risk, cost and expense. All Goods shall be complete when delivered and, unless and except to the extent provided to Buyer in advance of delivery, shall be accompanied by all manuals, instructions, directions, warnings, information and data necessary for their safe and proper transport, storage, handling, installation, use, operation, maintenance and repair, including all relevant material safety datasheets (MSDS), safety data sheets (SDS), and product safety data sheet (PSDS).

(b) Performance of Services. Performance of all Services shall be in accordance with the performance schedule specified in the Purchase Agreement or as provided by Buyer ("**Performance Schedule**").

(c) Shipping Instructions. A packing list indicating the Purchase Order Number and describing all Goods and their corresponding Purchase Order Line Item Numbers shall accompany each shipment of Goods. All Goods must be appropriately packaged, packed and crated to protect them from damage or destruction during transit and in accordance with any other packaging, packing or crating directions or instructions included in the Purchase Agreement. Export symbols, country of origin, serial numbers, weights, measurements and other identification must be clearly marked on each shipment.

(d) Title and Risk. Title and risk of loss or damage to each Good shall pass to Buyer upon delivery in accordance with the applicable Incoterm; provided, however, (i) if Buyer issues a notice of rejection for a Good pursuant to Section 6, then notwithstanding the applicable Incoterm, title and risk of loss or damage to such Good shall revert to Supplier; (ii) if and to the extent Buyer makes any payment for a Good prior to delivery in accordance with the applicable Incoterm, title to such Good shall vest in Buyer at the time of payment (but risk of loss or damage shall remain with Supplier); and (iii) notwithstanding the applicable Incoterm, Supplier shall bear all risk of loss or damage to a Good due to improper or inadequate packaging, packing, crating or marking or to errors in shipping documents unless and except to the extent attributable to acts, errors or omissions of Buyer.

(e) Personnel used to Provide Services. At Buyer's request, Supplier shall promptly re-assign, remove and replace any personnel being used to provide Services who, in Buyer's reasonable opinion, do not have the

experience, skills or ability necessary to properly perform such Services, or are otherwise not fit or appropriate to perform such Services, and, unless and until such personnel are re-assigned, removed and replaced, Buyer may wholly or partially request suspension of the performance Services. Supplier shall not be entitled to recover from Buyer any additional cost or expenses (including, but not limited to, costs and expenses of demobilization or reactivation) and the Performance Schedule shall not be extended in connection with any such requested re-assignment, removal or replacement of personnel or suspension of performance of the Services.

(f) Inspection and Testing. Buyer shall have the right to inspect and test all Goods prior to shipment. Supplier shall not refuse any reasonable request by Buyer to inspect or test, or allow a representative of Buyer to inspect or test, any Goods prior to shipment, including during manufacture or assembly, and Supplier shall make available to Buyer and any such representative such facilities and personnel as may be reasonably required for such inspection or testing. In addition, if requested by Buyer, Supplier shall provide Buyer with copies of any and all inspection and testing reports and data prepared by any Supplier Party or third party in relation to any Goods. If any such inspection or testing or inspection or testing reports and data indicates that any of the Goods do not or will not comply with the requirements of the Purchase Agreement, Buyer shall have the right to require Supplier to take corrective action. No such inspection, testing or corrective action shall relieve Supplier of any liability or obligation in respect of any Goods or imply or constitute acceptance of any Goods.

(g) Notification of Non-Compliance. If any time prior to or after delivery of any Goods or prior to or after performance of any Services, a Supplier Party determines that any Goods or Services do not or may not comply with the requirements of the Purchase Agreement, Supplier shall give Buyer prompt notice of the actual or potential non-compliance, including the nature thereof.

## **5. TAXES AND DUTIES**

(a) Taxes. Buyer will pay and Supplier may invoice to and collect from Buyer applicable sales, use, or value added taxes that Supplier is required by law to collect from Buyer in respect of the sale of the Goods and/or Services to Buyer (excluding taxes on net income or gross receipts, franchise taxes, and property taxes). Supplier shall remit any and all such taxes it collects from Buyer to the appropriate governmental authorities on or prior to the date the same are due and payable. If Buyer provides Supplier with a tax exemption certificate or other appropriate evidence that a sales and/or service tax is not payable by Buyer in respect of the sale of the Goods and/or Services to Buyer, Supplier will not require Buyer to pay and will not invoice Buyer for or seek to collect from Buyer any such tax. Any refund that Supplier may receive for any sales and/or service tax paid by or collected from Buyer will be promptly remitted to Buyer. If not disclosed to Buyer, all taxes payable in respect of the sale of the Goods and/or Services to Buyer are the sole responsibility of Supplier.

(b) Duties. Buyer will be the importer of record and pay any and all duties required to be paid in connection with the importation of Goods whenever Supplier's address and Buyer's address are located in different customs territories, as determined by Supplier's address and Buyer's delivery address set forth on the face of the Purchase Order, unless the Incoterm is DDP (Delivered Duty Paid Destination), in which case Supplier will be the importer of record and pay any and all duties required to be paid to import Goods into Buyer's customs territory. Supplier will be the importer of record and pay any and all duties required to be paid in connection with the importation of Goods whenever Supplier's address and Buyer's address are located in the same customs territory, as determined by Supplier's address and Buyer's delivery address set forth on the face of the Purchase Order. If Supplier is the importer of record in connection with the importation of a Good into Buyer's customs territory, Supplier and each other Supplier Party shall, if and when requested by Buyer, provide all such certificates and other documentation, information and data, make all such filings, and take any and all such other actions that Buyer may reasonably request for duty drawback purposes. If Buyer is the importer of record in connection with the importation of a Good into Buyer's customs territory, Supplier and each other Supplier Party shall, if and when requested by Buyer, provide all such documents, information and data, make all such filings, and take any and all such other actions that Buyer may reasonably request to minimize and/or avoid the imposition of antidumping duties (AD) and/or countervailing duties (CVD) in connection with the importation of such Good into Buyer's customs territory.

(c) Trade Agreements. Supplier and each other Supplier Party shall, if and when requested by Buyer, reasonably cooperate with Buyer to enable Buyer to obtain the benefits of preferential or special trade or customs programs and agreements (e.g., USMCA, EU-UK Trade and Cooperation Agreement, etc.) that would allow Goods or parts or components therefor to enter one customs territory from another destination at a reduced duty rate or duty free or enable Buyer to obtain countertrade, offset or other credits, including, but not limited to, providing all such certificates and other documentation, information and data, making all such filings, and take any and all such other actions that Buyer may reasonably request to obtain such benefits and credits.

## 6. REJECTION/ACCEPTANCE OF GOODS OR SERVICES

(a) Rejection Period. Buyer shall have a period of thirty (30) days after use or installation of a Good at the Destination or completion of a Service, as the case may be ("**Rejection Period**"), to reject such Good or Service as not meeting the requirements of the Purchase Agreement.

(b) Rejected Goods or Services. Goods rejected by Buyer may be returned to Supplier at Supplier's sole cost, expense, liability and risk. If Supplier does not provide return instructions within ten (10) days after being requested to do so, Buyer may return the Goods to Supplier freight collect or otherwise dispose of the Goods as it deems appropriate without liability to Supplier. Buyer shall be relieved of all liabilities and obligations in respect of properly rejected Goods and/or Services and be entitled to a full refund of all amounts previously paid and full reimbursement for all charges, costs and expenses incurred.

(c) Remedial Work. If requested by Buyer, Supplier shall repair, replace or correct Goods rejected by Buyer and/or re-perform Services rejected by Buyer, or perform such additional services as are necessary to remedy any defects or deficiencies in Services rejected by Buyer, at the sole, cost, expense, liability and risk of Supplier and completed within such time period as Buyer may reasonably specify. All remediated Goods and Services shall be warranted by Supplier to the same extent and in the same manner as the rejected Goods or Services, and Supplier shall be subject to the same liabilities and obligations.

(d) Supplier's Obligations. Acceptance by Buyer of any Goods or Services shall not relieve Supplier of any of its obligations or liabilities under the Purchase Agreement, including, but not limited to, its warranty obligations and its indemnification obligations.

## 7. WARRANTIES

(a) Goods. Subject to Section 7(f), Supplier warrants that:

(i) when delivered, each Good will (A) be new, (B) not be made with any used, rebuilt or refurbished material, part or component, (C) meet, satisfy and comply with all Applicable Licenses (defined in Section 10), all Applicable Laws (defined in Section 10) and all applicable industry requirements and standards, including health, safety and environmental requirements and standards, (D) be properly and correctly marked and labeled, including country of origin and manufacture, and (E) unless and except to the extent provided to Buyer in advance of delivery, be accompanied by all manuals, instructions, directions, warnings, information and data necessary for its safe and proper transport, storage, handling, installation, use, operation, maintenance and repair;

(ii) Supplier will convey to Buyer, and, when delivered, Buyer will have, good and marketable title to each Good free and clear of all liens, security interests, claims, charges, and encumbrances of any kind;

(iii) each Good in the form delivered will (A) be free of defects in design, materials and workmanship, (B) conform to and satisfy all specifications set forth or referenced in the Purchase Agreement and any other specifications provided, published or communicated by Supplier or any of its Affiliates in any product literature, on its website or otherwise, and (C) conform to and satisfy any applicable performance requirements set forth or referenced in the Purchase Agreement and any other performance characteristics provided, published or communicated by Supplier or any of its Affiliates in any product literature, on its website or otherwise;

(iv) if the Purchase Agreement indicates or Supplier is aware of an intended use, purpose or application for a Good or Supplier or any of its Affiliates indicates on its website, in product literature or otherwise a use, purpose or application for a Good, such Good in the form delivered will be fit and appropriate for such use, purpose or application;

(v) no Good in the form delivered will (A) infringe or make unauthorized use of any patent, trademark, copyright, trade secret or other intellectual, industrial or proprietary right, (B) be counterfeit or include or make use of any counterfeit material, part or component, (C) require any license or approval under the United States International Traffic in Arms Regulations (ITAR), the United States Export Administration Regulations (EAR), or any other defense, military, dual use or commercial export licensing or approval requirement from any country, government or regulatory authority as a condition to being exported or re-exported or include or make use of any material, part, component or technology that would require any such license or approval as a condition to being exported or re-exported, or (D) include, make use of or be made from any material, part or component that would result in the imposition of antidumping duties (AD) and/or countervailing duties

(CVD) in connection with the importation of such Good into the United States;

(vi) no change will be made in or to a Good, any material, part or component used in or for a Good, the source of any material, part or component used in or for a Good, any manufacturing, assembly, testing, handling or storage equipment, method, practice, process, procedure or protocol for a Good, or the location where a Good or any material, part or component used in or for a Good is manufactured, assembled, tested, handled or stored (A) without reasonable prior written notice to Buyer and (B) if the change could affect the form, fit, function, quality or performance of a Good, change the country of origin or manufacture of a Good, or cause a Good to fail to conform to any of the warranties made by Supplier in the Purchase Agreement, without the prior written approval of Buyer.

(b) Services. Supplier warrants that (i) it has the resources, capacity, personnel, experience, skills and ability to properly and timely perform all Services; (ii) Supplier shall properly and timely perform each Service in a professional and workmanlike manner in accordance with the Purchase Agreement, all Applicable Licenses, all Applicable Laws, and all applicable industry requirements and standards, including health, safety and environmental requirements and standards; and (iii) in performing the Services, neither Supplier nor any other Supplier Party will infringe or make unauthorized use of any patent, trademark, copyright, trade secret or other intellectual, industrial or proprietary right.

(c) Warranty Period. If not otherwise specified in the Purchase Agreement, the "**Warranty Period**" for a Good for the purpose of the warranties made in Section 7(a)(iii) shall be the greater of (i) eighteen (18) months after delivery of such Good, (ii) Supplier's standard warranty period for such Good, or (iii) if such Good is intended to be included or used as a material, part or component in a product manufactured or assembled by Buyer or one of its Affiliates, the warranty period for such end product. If not otherwise specified in the Purchase Agreement, the "**Warranty Period**" for a Service for the purpose of Section 7(b)(i) and 7(b)(ii) shall be the greater of (i) eighteen (18) months after performance of such Service, or (ii) Supplier's standard warranty period for such Service. The "**Warranty Period**" for the purpose of all other warranties made by Supplier in this Section 7 shall be unlimited and indefinite.

(d) Warranty Work. If requested by Buyer, Supplier shall promptly repair, replace or correct the nonconformity with respect to Goods that fail to conform to any of the warranties made by Supplier in the Purchase Agreement and re-perform Services that fail to conform any of the warranties made by Supplier in the Purchase Agreement or perform such additional services as are necessary to remedy any defects or deficiencies in and correct Services that fail to conform any of the warranties made by Supplier in the Purchase Agreement ("**Warranty Work**"). All Warranty Work in respect of nonconforming Goods or Services (and any freight, delivery, packing, crating, labeling, storage, insurance, taxes, customs duties, or tariffs payable in respect of nonconforming Goods or Services or Warranty Work in respect thereof) shall be at the sole cost, expense, liability and risk of Supplier.

All repaired, replaced or corrected Goods and all re-performed Services and additional services shall be warranted by Supplier to the same extent and in the same manner as the nonconforming Goods or Services, and Supplier shall be subject to the same liabilities and obligations with respect to all repaired, replaced or corrected Goods and all re-performed Services and additional services as it is with respect to the nonconforming Goods or Services. A new Warranty Period shall begin upon delivery of the repaired, replaced or corrected Goods or re-performance of Services.

(e) Exclusions and Exceptions. The warranties made in Section 7(a) are subject to the following exclusions and exceptions:

(i) Supplier will have no liability or obligation under such warranties for any issue with a Good to the extent attributable to: (A) a change, alteration or modification to such Good made by anyone other than a Supplier Party, unless in accordance with directions or instructions provided by or with the authorization or approval of a Supplier Party; (B) improper installation, use, operation, repair or maintenance of such Good by anyone other than a Supplier Party, unless in accordance with directions or instructions provided by or with the authorization or approval of a Supplier Party (a direction or instruction in a manual or instruction booklet provided with or for a Good shall be deemed a direction or instruction provided by a Supplier Party); or (C) use of such Good for a purpose or application for which it is not fit or appropriate, unless the Purchase Agreement indicates such Good is intended to be used for such purpose or application or Buyer indicates on its website, in product literature, in a proposal or quotation, or otherwise that such Good may be used for such purpose or application;

(ii) Supplier will have no liability or obligation under such warranties for normal wear of a Good or a part or component thereof that is normally expected to wear during proper use and operation; and

(iii) Supplier will have no liability or obligation under such warranties for any infringement or unauthorized use of any patent, copyright, trade secret or other intellectual, industrial or proprietary right to the extent attributable to (A) use in such Good of such material, part or component in the form provided by or as requested by Buyer, or (B) the use of a Good with an item not provided by a Supplier Party, unless the Purchase Agreement indicates such Good is intended to be used for such purpose or application or with such item or Supplier or any of its Affiliates indicates on its website, in product literature or otherwise that such Good may be used for such purpose or application or with such item.

(f) No Implied Warranties. SUPPLIER MAKES NO IMPLIED WARRANTIES, AND ALL IMPLIED WARRANTIES, INCLUDING, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED.

(g) Other Warranties. Any other warranties that Supplier may make in the Purchase Agreement, in any warranty statement accompanying or provided for a Good or Service, in any manual or other documents accompanying or provided for a Good or Services, in any separate agreement, or otherwise shall be in addition to and not in lieu of the warranties made in his Section 7.

(h) Pass Throughs. To the maximum extent permissible, Supplier shall pass through and assign to Buyer any and all warranties that Supplier may receive from any of its subcontractors or suppliers with respect to any Good or Service or any aspect thereof, and, if and to the extent requested by Buyer, Supplier shall enforce on behalf and for the benefit of Buyer any and all warranties that Supplier may receive from any of its subcontractors or suppliers with respect to any Good or Service or any aspect thereof that it is unable to pass through and assign to Buyer. Buyer shall have the right to pass through and assign any and all warranties that Supplier may make with respect to any Goods or Services to subsequent purchasers and users of such Goods or Services (or products that incorporate or make use of such Goods or Services). Any warranties that Supplier may pass through and assign to Buyer shall be in addition to and not in lieu of the warranties made in this Section 7.

(i) Quality Assurance Agreement. If Supplier or any of any of its Affiliates has entered into or is subject to a Quality Assurance Agreement with Buyer or any of its Affiliates that would apply with respect to any Good or Service, the provisions of the Purchase Agreement will be in addition to and not in lieu of or substitution for the provisions of such Quality Assurance Agreement.

## 8. TERMINATION AND SUSPENSION

(a) Termination or Suspension for Cause. If Supplier breaches the Purchase Agreement, Buyer may, at its option, provide notice to Supplier specifying the breach and requiring Supplier to remedy the same ("**Default Notice**"). If Supplier does not commence remedying the breach within five (5) days following receipt of the Default Notice and fully remedy the breach within fifteen (15) days following receipt of the Default Notice (or such longer periods as may be agreed to by Buyer in writing at its sole option and discretion), then Buyer may, at its option, by providing notice thereof to Supplier, terminate or suspend the Purchase Order as to all or any part of the Goods and/or the Services ordered that have not been accepted ("**Cause Notice**"). Upon delivery of a Cause Notice Supplier shall stop all work on and cease delivery of the Goods and cease performance of the Services as to which the Purchase Order is terminated or suspended and shall cause its suppliers or subcontractors who are involved in the provision of such terminated or suspended Goods and/or Services to promptly cease all work in relation thereto. Except with respect to the Goods and/or Services as to which the Purchase Order is terminated or suspended, the Purchase Agreement will remain in full force and effect in accordance with its terms. Buyer shall have no liability or obligation with respect to any Goods and/or Services as to which the Purchase Order is terminated or suspended.

(b) Termination or Suspension for Convenience. Buyer may, at any time at its option, by providing notice thereof to Supplier, terminate or suspend the Purchase Order for convenience as to all or any part of the Goods that have not been delivered and/or the Services that have not been performed ("**Convenience Notice**"). Upon delivery of a Convenience Notice, Supplier shall stop all work on and cease delivery of the Goods and cease performance of the Services as to which the Purchase Order is terminated or suspended and shall cause its suppliers or subcontractors who or involved in the provision of such Goods and/or Services to promptly cease all work in relation thereto. Except with respect to the Goods and/or Services as to which the Purchase Order is terminated or suspended, the Purchase Agreement will remain in full force and effect in accordance with its terms. Buyer may, at any time at its option, by providing notice thereof to Supplier, subsequently terminate the Purchase Order as to all or any part of the Goods and/or Services as to which the Purchase Order is suspended or revoke the suspension as to all or any part of the Goods and/or Services as to which the Purchase Order is suspended for convenience.

(c) Buyer's Responsibility. With respect to the Goods and/or Services as to which the Purchase Order is

terminated by Buyer for convenience, after Supplier has taken all commercially reasonable actions and done all commercially reasonable things to mitigate and minimize Buyer's liabilities and obligations in connection with the termination, Buyer shall reimburse Supplier for its unrecovered costs in respect of the Goods and/or Services as to which the Purchase Order is terminated; provided, however, that (A) Buyer shall have no liability for anticipated profits that are not realized; (B) Buyer's liability shall not exceed the total price for the Goods and/or Services as to which the Purchase Order is terminated; and (C) Buyer shall have no liability for completed Goods that Supplier manufactures or assembles or materials, parts or components that Supplier purchases or commits to purchase at times in advance or in quantities in excess of the times and quantities reasonably required to enable Supplier to deliver Goods in accordance with the Delivery Schedule.

(d) Effect on Other Goods and Services. The termination or suspension of the Purchase Order, whether for cause, for an Event of Force Majeure or for convenience, shall not affect the rights, liabilities and obligations of the Parties with respect to any breach of the Purchase Agreement prior to the termination or suspension or any Goods or Services ordered as to which the Purchase Order is not terminated or suspended, for which all of the provisions of the Purchase Agreement shall continue to apply.

(e) Provisions Surviving Expiration or Termination. Those provisions of the Purchase Agreement or any Purchase Order that by their nature or their express terms are meant to survive termination or suspension hereof shall so survive. Suspension or termination of the Purchase Agreement or any Purchase Order shall not affect rights or obligations of the Parties that accrued prior to expiration or termination.

## 9. TIME OF THE ESSENCE

Time is of the essence in all matters related to the Purchase Agreement.

## 10. COMPLIANCE

(a) Licenses and Laws. Supplier and all other Supplier Parties shall: (i) obtain, maintain in good standing and comply with all licenses, registrations, permits, approvals, authorizations and consents necessary to provide the Goods and Services and otherwise perform and carry out any aspect of the Purchase Agreement ("**Applicable Licenses**"); (ii) comply with any and all laws, codes, statutes, ordinances, rules, regulations, orders and directives of any court or governmental, regulatory or administrative body, agency, board or authority that has jurisdiction, authority or oversight over the Supplier, any of the other Supplier Parties, any of the Goods, any of the Services, and/or any other aspect of the Purchase Agreement ("**Applicable Laws**"); and (iii) satisfy any and all other similar requirements for performing and carrying out the Purchase Agreement, including, but not limited to, any pre-qualification requirements of which Buyer has advised Supplier prior to issuance of the Purchase Order.

(b) Export Control Codes and HS Codes. Supplier shall provide Buyer with: (i) the export jurisdiction for every governmental agency with authority over the Goods and the export classification control code for each of the Goods supplied, and (ii) the Harmonized System ("HS") code for the Goods supplied.

(c) Country of Origin. The Supplier shall identify the country of origin of all Goods on the commercial invoice or pro forma invoice. Where the Supplier is not the manufacturer of the Goods, it shall obtain the country of origin from the manufacturer of such Goods and provide the same to the Buyer. Upon request, Supplier shall mark the Goods with the country of origin in English in accordance with the laws of Buyer's destination country. Where the Goods is exempt from the country of origin marking requirements of the destination country or no such markings are otherwise possible, then Supplier shall mark the container of such Goods with the name of the country of origin of the Goods.

(d) Export Authorization. If any transaction requires either Party to obtain government-approved export authorization to facilitate activities under this agreement, the Parties shall exercise commercially reasonable efforts to provide the information, required or requested by the relevant government authority, to support the other Party in the preparation, application, and management of the export authorization or other approval.

(e) No Exclusion, Debarment, etc. Supplier warrants that neither Supplier nor any other Supplier Party has ever been, is currently, or is the subject of an investigation, action, or proceeding that could lead to such party being excluded, debarred, suspended or otherwise declared ineligible by any governmental, regulatory or administrative body, agency, board or authority from providing any good and/or supplying any service of the type included in the Goods and/or Services ordered. Supplier will promptly notify Buyer if and whenever Supplier or any other Supplier Party is ineligible by the aforementioned status or becomes the subject of an investigation, action or proceeding that could lead to the same. Upon Supplier's notification of ineligible status or investigation, Buyer may terminate or suspend the Purchase Order(s) and/or the Purchase Agreement as to such Goods and/or Services. Buyer shall have no liability or obligation with respect to any Goods and/or Services as to which the Purchase Order(s) and/or the

Purchase Agreement is terminated or suspended pursuant to this Section 10(e).

(f) Certification. Supplier and each other Supplier Party shall, if and when requested by Buyer, provide Buyer with a compliance certification and/or other evidence of compliance with this Section 10.

## 11. SITE WORK

If the provision of any Goods and/or Services and/or the performance or carrying out of any aspect of the Purchase Agreement results in Supplier or any other Supplier Party entering upon or performing work at any site or premises owned, leased, occupied or controlled by Buyer or any of its Affiliates ("**Site Work**"), the provisions set forth in Addendum 1 hereto shall apply in addition to all other provisions of the Purchase Agreement.

## 12. CONFIDENTIALITY

"Confidential Information" is information that either Party discloses or otherwise makes available to the other Party during the Term in connection with the Purchase Agreement or Goods or Services, whether disclosed or otherwise made available in writing, orally, visually, electronically, or by observation in the form of a drawing, specification, protocol, processes, prototype or model, or otherwise, and either: (a) such information bears a label or is otherwise clearly marked or labeled as being "confidential" at the time of initial disclosure to receiving Party, or (b) if not labeled or otherwise clearly marked as being "confidential" at the time of initial disclosure to receiving Party: (i) such information is source code, a proprietary formulation, product drawings, product specifications, a product prototype, a product model, a vendor list, a customer list, or a Party's financial information, all of which shall be deemed confidential regardless of whether so marked, or (ii) such information is of a nature that receiving Party must necessarily have understood it to be confidential at the time of initial disclosure to it; provided, however, that "Confidential Information" shall not be deemed to include (A) information that is or becomes available to the general public or generally known without restriction on disclosure or use or through no fault of receiving Party, (B) information that at the time of receipt by receiving Party was already known to or in the possession of receiving Party without restriction on disclosure or use, unless, at the time of receipt of such information by receiving Party, it was aware that such third party was not authorized to provide such information to it without restriction on disclosure or use, and (C) information that is developed for or by receiving Party without the use of or reference to any Confidential Information of disclosing Party.

(a) Unless and except to the extent disclosing Party may from time to time expressly authorize otherwise in writing (which may include fax or email), receiving Party shall: (i) hold and treat it as confidential and use reasonable care (no less than the degree of care used by the receiving Party to protect its own confidential information of like importance) to prevent the unauthorized use or disclosure of all Confidential Information of disclosing Party; (ii) use Confidential Information of disclosing Party only for the purpose of carrying out its obligations under the Purchase Agreement; and (iii) not disclose or otherwise make available Confidential Information of disclosing Party to any third party. Such confidentiality obligations shall remain for a period of three (3) years following disclosure; provided however, in the case of trade secrets for which confidentiality protection will continue as long as such Confidential Information continues to be a trade secret under applicable law.

(b) Confidential Information of disclosing Party shall be permitted to be disclosed and used to the extent disclosure thereof is reasonably necessary to enable receiving Party to comply with any legal, regulatory, financial or audit requirement, to comply with any directive of any court, arbitrator, or governmental or regulatory order or similar process, to enforce any rights or perform any liabilities or obligations in connection with the Purchase Agreement; provided that, to the extent practical and feasible and legally permitted under the circumstances: (i) receiving Party shall notify disclosing Party sufficiently in advance of such disclosure to give disclosing Party a reasonable opportunity to seek and obtain a protective order or otherwise protect the confidentiality of and limit the further disclosure and use of such Confidential Information, and (ii) receiving Party shall reasonably cooperate with disclosing Party in seeking and obtaining such protective order and protecting the confidentiality of and limiting the further disclosure and use of such Confidential Information.

(c) Injunctive and Other Equitable Relief. Any failure to comply with the provisions of this Section 12 could cause the disclosing Party irreparable injury for which it could not be adequately compensated through an award of damages, and disclosing Party shall be entitled to seek and obtain injunctive and other equitable relief to enforce and require performance with this Section 12 in the event of any actual or threatened breach thereof.

(d) Development, Confidentiality or Non-Disclosure Agreement. If Supplier or any of any of its Affiliates has entered into or is subject to a Development, Confidentiality or Non-Disclosure Agreement with the Buyer or any of its Affiliates that would apply in connection with the Purchase Agreement, the provisions of the Purchase Agreement will

be in addition to and not in lieu of or substitution for the provisions of such Development, Confidentiality or Non-Disclosure Agreement.

### **13. TOOLING, ETC.**

(a) Ownership. Any and all tooling, tools, dies, molds, gages, devices and equipment ("Tooling") which is furnished or provided by or through Buyer in connection with the Purchase Agreement are and shall remain the sole property of Buyer, and any and all Tooling which is produced, purchased, developed or created by Supplier or another Supplier Party but the cost of which is paid or reimbursed by Buyer in connection with the Purchase Agreement shall be and become the sole property of Buyer, and all intellectual property rights related thereto are hereby assigned, transferred and conveyed from Supplier to Buyer. Supplier shall not utilize the Tooling for any third party.

(b) Protection and Use. All Tooling which is the property of Buyer under the provisions of Section 13(a) shall (i) be protected by each Supplier Party against loss, damage and unauthorized use with the same level and degree of care and security that it uses to protect its own comparable Tooling, but not less than a reasonable level and degree of care and security, (ii) not be used by any Supplier Party for any purpose other than providing Goods and Services to Buyer or otherwise performing and carrying out the Purchase Agreement, and (iii) if requested by Buyer, be promptly turned over and delivered to Buyer.

(c) Liens. Supplier shall keep all Tooling which is the property of Buyer under the provisions of Section 13(a) free and clear of all liens or claims.

(d) Injunctive and Other Equitable Relief. Any failure to comply with the provisions of this Section 13 would cause Buyer irreparable injury for which it could not be adequately compensated through an award of damages, and Buyer shall be entitled to seek and obtain injunctive and other equitable relief to enforce and require performance with this Section 13 in the event of any actual or threatened breach thereof.

### **14. INTELLECTUAL PROPERTY**

(a) Ownership. Any and all data, designs, drawings, schematics, plans, specifications, photographs, information, data, Confidential Information, documentation, inventions (whether patentable or not), and works of authorship (whether copyrightable or not) (collectively, "Buyer Technical Information") which are furnished or provided by or through Buyer in connection with the Purchase Agreement are and shall remain the sole property of Buyer. Any and all improvements, feedback, derivative works, technical reports, testing reports and artificial intelligence generated content based upon or using Buyer Technical Information, which are produced, written, prepared, developed, reduced to practice, conceived, or created by Supplier or another Supplier Party and utilized by Supplier or furnished or provided (or required to be furnished or provided) to Buyer in connection with the Purchase Agreement ("Supplier Deliverables") are (i) a work made for hire; and (ii) and if not deemed a work made for hire, Supplier hereby assigns such Supplier Deliverables and all associated intellectual property rights to Buyer, such that the Supplier Deliverables and associated intellectual property rights are the sole and exclusive property of Buyer.

(b) License. To the extent any Good or Service incorporates or makes use of any Supplier or another Supplier Party's intellectual property, including without limitation, any patent, copyright, trade secret or other intellectual, industrial or proprietary right ("Supplier IP"), Supplier on behalf of itself and any Supplier Party, hereby grants to Buyer, and each of its Affiliates, their respective customers, users, distributors, sellers and resellers, an irrevocable, perpetual, non-exclusive, fully paid, royalty-free, transferable, world-wide right and license (with right of sublicense) to the Supplier IP to make, use, sell, offer to sell, import, reproduce, distribute, prepare derivative works, publicly display, publicly perform, digitally transmit, support and modify such Good or Service, including any Documentation and Updates (defined below), as and to the extent Buyer, any of its Affiliates, any of its or their respective customers, or any other user, distributor, seller or reseller of such Good or Service may in its sole discretion determine to be necessary, desirable or appropriate.

(c) Firmware or Other Software. To the extent any Good or Service is provided with or contains or incorporates any firmware or other software, Supplier on behalf of itself and any Supplier Party shall provide Buyer, and each of its Affiliates, their respective customers, users, distributors, sellers or resellers of such Good or Service (i) all user documentation for such firmware or other software at no additional charge, and (ii) all fixes, updates, upgrades and revisions to such firmware or other software and user documentation at no additional charge (collectively, "Documentation and Updates"). The Documentation and Updates shall be the subject of the license granted in Section 14(b).

(d) License Agreement. If the Parties or any of their respective Affiliates have entered into or is subject to a license agreement in connection with any Goods or Services, the provisions of the Purchase Agreement will be in

addition to and not in lieu of or substitution for the provisions of such license agreement with respect to such Goods or Services, except for any inconsistent or conflicting terms, in which case the terms in this Agreement shall govern. In the case of license or usage terms and conditions (including, but not limited to, “click-wrap”, “click-through”, “browse-wrap” or “shrink-wrap” license or usage terms and conditions”) that are required to be “accepted” in order to access or use firmware or other software provided with or contained or incorporated in any Good or Service, the provisions of the Purchase Agreement shall control over and be in lieu of and substitution for such license or usage terms and conditions even though they may be “accepted” in order to access or use such firmware or other software, unless such license with the same terms or substantially same terms was executed between the Parties or any of its respective Affiliates.

(e) Artificial Intelligence. Supplier shall not use customer data or information for the purpose of machine learning, artificial intelligence training, augmented human intelligence development, algorithm improvement, or data deidentification or aggregation activities without Buyer’s express prior written consent. Such uses shall not be deemed related to the performance of the Purchase Agreement or the Goods or Services, and are expressly prohibited. If Supplier uses any artificial intelligence tool or software for the purpose of carrying out its obligations under the Purchase Agreement, Supplier must notify Buyer in writing, in advance of such use.

## **15. AVAILABILITY OF GOODS, PARTS AND COMPONENTS**

Supplier shall give Buyer notice of any actual, planned or anticipated suspension or discontinuance of production or supply of any Good or any material, part or component required for any Good promptly after obtaining knowledge thereof; provided, however, that providing such notice shall not affect Supplier’s obligation to provide Goods (or make available repair and replacement parts and components therefor) and/or perform Services under the Purchase Agreement.

Supplier will make available (or arrange for a third party to make available) for purchase by Buyer at commercially reasonable prices and on commercially reasonable terms and conditions repair and replacement parts and components for each Good for the useful life of such Good.

## **16. INDEPENDENT CONTRACTOR**

(a) Relationship. The relationship of Supplier to Buyer shall be that of an independent contractor and not that of an employee, partner, joint venturer, fiduciary, agent or representative. Neither Supplier nor any of its personnel will be deemed to be an employee or agent of the Buyer or entitled to receive any compensation or benefits available to employees of the Buyer nor is Supplier authorized to enter into any contract, make any agreement or incur any liability in the name or on behalf of Buyer or otherwise purport to bind or obligate Buyer in any way or manner.

(b) Obligations. Supplier is solely responsible and liable for all aspects of its contractual and other relationships with Supplier Parties, including, but not limited to, salaries, bonuses, overtime, fees, cost reimbursements, contributions for unemployment insurance, workers’ compensation, pension and retirement benefits, employee income tax, and insurance premiums, and any and all other compensation, benefits, withholdings, contributions, taxes, and compliance with immigration and citizenship requirements and background check processes. Supplier will comply with all applicable local, state, and federal wage and hour law with respect to work performed for the Buyer by the Supplier’s personnel and agrees to be responsible for, and defend and hold the Buyer harmless from and against any and all claims, demands, proceedings, causes of action, damages, liabilities, losses, costs, and expenses of every kind and description, including reasonable attorneys’ fees and/or litigation expenses relating to or arising out of any wage and hour claims by the Supplier’s personnel for work performed for the Buyer.

(c) Subcontracting. Supplier shall not subcontract or otherwise assign or transfer any of the work it is to carry out or any of the liabilities or obligations it is to perform under the Purchase Agreement without the prior written consent of Buyer. No subcontracting, assignment or transfer by Supplier shall relieve or release Supplier from or diminish in any way Supplier’s responsibility for any of its liabilities or obligations under the Purchase Agreement.

## **17. INFRINGEMENT**

(a) Indemnification. Supplier shall indemnify and hold harmless Buyer, its Affiliates, and subsequent purchasers and users of Goods and Services (or products that incorporate or make use of Goods or Services) from and against any and all damage awards, judgments, settlements, indemnification payments, costs and expenses suffered or incurred in connection with any actual or threatened claim that any Good or Service infringes or makes unauthorized use of any patent, trademark, copyright, trade secret or other intellectual, industrial or proprietary right (“Infringement Claim”), including, but not limited to, attorneys’ fees and expenses incurred in connection with the investigation, defense or settlement of such claim.

(b) Other Actions. If in connection with an Infringement Claim, a Good or Service or its use is held (or, in Buyer's reasonable opinion, is likely to be held) to infringe or make unauthorized use of any patent, trademark, copyright, trade secret or other intellectual, industrial or proprietary right, or the use of a Good or Service is enjoined on the basis that it infringes or makes unauthorized use of any patent, trademark, copyright, trade secret or other intellectual, industrial or proprietary right, then, in addition to its indemnification obligation, at the request of Buyer, Supplier shall, at its sole cost, expense, liability and risk:

- (i) procure the perpetual right to use such Good or Service without infringing or making unauthorized use of any patent, trademark, copyright, trade secret or other intellectual, industrial or proprietary right;
- (ii) replace such Good or Service with a substitute reasonably acceptable to Buyer that does not infringe or make unauthorized use of any patent, trademark, copyright, trade secret or other intellectual, industrial or proprietary right; or
- (iii) modify such Good or Service in a manner reasonably acceptable to Buyer so that it does not infringe or make unauthorized use of any patent, trademark, copyright, trade secret or other intellectual, industrial or proprietary right.

Unless Supplier obtains Buyer's prior written consent to the contrary, any non-infringing Good or Service provided by Supplier under Sections 17(b)(i)-(iii) shall have the same or substantially the same performance characteristics, functionality, cost, and delivery time as the original Good or Service.

## **18. SUPPLIER INDEMNIFICATION**

To the extent permitted by Applicable Law, Supplier be liable for and indemnify and hold harmless Buyer and its Affiliates from and against any and all Losses which they, or any of them, may suffer, sustain, become subject to, pay or incur to the extent the same arise out of or in connection with or are attributable to (a) any breach of the Purchase Agreement by Supplier or another Supplier Party or resulting from any act, error or omission (whether or not negligent) on the part of Supplier or another Supplier Party, (b) any negligent act, error or omission, willful or intentional misconduct, or noncompliance with any Applicable License or Applicable Law on the part of Supplier or another Supplier Party in connection with any Good or Service or the Purchase Agreement; provided, however, that Supplier shall have no liability or obligation for Losses to the extent the same arise out of or in connection with or are attributable to any negligent act, error or omission, willful or intentional misconduct on the part of Buyer or any of its Affiliates in connection with a Good or Service or the Purchase Agreement. "**Losses**" include losses, liabilities, damages, damage awards, judgments, settlements, indemnification payments, charges, fines, penalties, taxes, duties, costs and expenses of any kind, including, but not limited to, attorneys' fees, experts fees and other legal costs and expenses in connection with investigating, defending and settling claims and, actions, lawsuits, proceedings and demands related thereto.

## **19. LIMITATION OF LIABILITY**

Supplier shall not be liable to Buyer or any of its Affiliates in connection with any Good or Service or the Purchase Agreement and Buyer shall not be liable to any Supplier Party in connection with any Good or Services or the Purchase Agreement for any Losses of an indirect, incidental, contingent, special, consequential or punitive nature, including any loss of profit or anticipated business; provided, however, that the foregoing shall not apply to or limit or restrict in any way: (i) the liability of Supplier for or in connection with a breach of Section 7(a)(vi), 7(a)(vii), 12, 13, or 17; (ii) the liability of Supplier for any late delivery or other penalties or liquidated damages that may be provided for in the Purchase Agreement; or (iii) the indemnification obligations of Supplier under Section 18(b).

## **20. BUYER RIGHTS AND REMEDIES**

All rights and remedies of Buyer and its Affiliates under the Purchase Agreement or existing at law or in equity shall be cumulative and may be exercised concurrently and independently.

## **21. INSURANCE REQUIREMENTS**

(a) Goods. If Supplier is providing Goods, with or without any Services, Supplier shall procure and maintain, at its own cost and expense, Products Liability Insurance with bodily injury/death and property damage limits of not less than US\$5,000,000 per occurrence and US\$5,000,000 in the aggregate, naming Buyer and its Affiliates as additional insureds through appropriate endorsements.

(b) Services. If Supplier is providing Services, with or without Goods, or performing any Site Work, Supplier shall procure and maintain at its own cost and expense for itself (and ensure that such other Supplier Parties procure), the

following minimum insurance coverages:

- (i) Comprehensive/Commercial General Liability Insurance in an “occurrence” basis with bodily injury/death and property damage limits of not less than US\$2,500,000 per occurrence and US\$5,000,000 in the aggregate, naming Buyer and its Affiliates as additional insureds though appropriate endorsements (without in any way limiting the required insurance coverages, the coverages provided under Comprehensive/Commercial General Liability Insurance shall include Cross Liability, Blanket Contractual, Products and Completed Operations, Personal Injury, Non-Owned Automobile Liability, and, if Supplier or another Supplier Party involved in the provision of the Services or performance of the Site Work is located or domiciled in the United States, Company Owners' and Contractors' Protective);
  - (ii) Automobile Liability Insurance in an “occurrence” basis covering all motor vehicles owned, hired, non-owned operated or licensed by Supplier or another Supplier Party involved in the provision of the Services or performance of the Site Work with a bodily injury/death and property damage limits of not less than US\$5,000,000 Combined Single Limit (CSL) per occurrence, naming Buyer and its Affiliates as additional insureds though appropriate endorsements;
  - (iii) Workers' Compensation or Equivalent Insurance to the full extent required in the jurisdictions in (A) which the Services are being provided or the Site Work is being performed and (B) the contracts of employment for employees of Supplier or another Supplier Parties involved in the provision of the Services or performance of the Site Work are made or stated as being made. Supplier shall present Buyer with Alternate Employer Endorsement;
  - (iv) If Supplier or another Supplier Party involved in the provision of the Services or performance of the Site Work is located or domiciled in the United States, Employers' Liability Insurance (including Occupational Disease) in an amount of not less than US\$5,000,000 per occurrence, naming Buyer and its Affiliates as additional insureds though appropriate endorsements;
  - (v) Umbrella/Excess Liability in an “occurrence” basis may be used to provide the liability limits as required by the Purchase Agreement. The Umbrella/Excess policies shall be provided on a true “following form” or broader coverage basis than underlying commercial general liability, business, automobile, and employers' liability insurance.
  - (vi) Commercial Property Insurance covering physical loss or damage all-risk basis including flood, earthquake and windstorm perils to property owned by Supplier or another Supplier Party, or with respect to which Supplier or another Supplier Party is responsible or liable for loss or damage, for an amount not less than the replacement cost basis of such property; and
    - (A) If the Services or Site Work includes any professional services, Professional Errors and Omissions Insurance in an amount not less than US\$3,000,000;
    - (B) If the Service or Goods includes any toxic/hazardous materials, Pollution Liability insurance in an amount not less than US \$5,000,000;
    - (C) If the Service or Site Work includes any IT related services, Cyber Liability insurance in an amount not less than US \$5,000,000.
- (c) Policy Requirements. All insurers must be rated A-VII or better by A.M. Best Company. All insurance procured and maintained by Supplier and other Supplier Parties will be primary, and all insurance policies must include a waiver of subrogation and rights of contribution against Buyer and its Affiliates and their respective directors, officers, managers, employees, agents, representatives, contractors and subcontractors. All insurance policies must contain a severability of interests clause. All insurance policies must require that Buyer be given thirty (30) days written notice prior to cancellation, except in the event of non-payment, in which event the notice period may be ten (10) days. Required insurance amounts may be achieved through a combination of primary and excess insurance. Supplier will be solely responsibility and liable for all deductibles and self-insured retentions (SIRs).
- (d) Certificates and Endorsements. Upon request by Buyer, Supplier shall provide Buyer with (i) a certificate or certificates of insurance confirming that all insurance coverages required under this Section 21 have been procured and are being maintained (including copies of appropriate additional insured and waiver of subrogation and rights of contribution endorsements) or (ii) in the case of Workers' Compensation or Equivalent Insurance, a certificate or certificates from the appropriate workers' compensation board or commission showing that Supplier or the relevant Supplier Party has registered and is in good standing with such board or commission in lieu of a certificate or

certificates of insurance. All certificates and endorsements must be in form and substance reasonably satisfactory to Buyer. Buyer shall have the right to withhold any or all payments to Supplier unless and until the insurance coverages required under this Section 21 have been procured and are being maintained and the certificates and endorsements required under this Section 21 have been provided to Buyer.

(e) Subcontractors. Supplier shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Supplier shall ensure that Buyer is an additional insured on insurance required from subcontractors.

(f) Special Risks or Circumstances. Buyer reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

## **22. IDEX SUPPLIER CODE OF CONDUCT AND IDEX CONFLICT MINERALS POLICY**

Supplier shall comply with the IDEX Supplier Code of Conduct and the “Expectations for Suppliers” under the IDEX Conflict Minerals Policy. The IDEX Supplier Code of Conduct and the IDEX Conflicts Minerals Policy are posted on the IDEX Corporation website at <https://www.idexcorp.com/about-idex/compliance-integrity/> and copies of the IDEX Supplier Code of Conduct and the IDEX Conflicts Minerals Policy may be obtained from Buyer upon request.

## **23. FEDERAL ACQUISITION REGULATIONS**

If any Purchase Order issued under this Purchase Agreement is issued in support of a U.S. Government prime contract or higher-tiered subcontract, Buyer’s Supplemental Purchasing Terms and Conditions at Addendum 2 apply to the Purchase Order and are incorporated by reference in the Purchase Order. Supplier shall include a provision equivalent to this Section 23 in all assignments and subcontracts relating to the Purchase Agreement or any Goods or Services.

## **24. RECORDS, INSPECTION AND AUDIT**

(a) Supplier shall create and maintain at its own cost and expense (and cause all other Supplier Parties involved in the provision of Goods and/or Services to create and maintain at their own cost and expense) and retain at its own cost and expense (and cause all other Supplier Parties involved in the provision of Goods and/or Services to retain at their own cost and expense) for a period of at least ten years (with subsequent disposition as appropriate or in accordance with Buyer’s instructions, if any), accurate and complete records with respect to all Goods and Services provided under the Purchase Agreement and such other records as may be required to document and verify the compliance by Supplier and other Supplier Parties with the provisions of the Purchase Agreement.

(b) Supplier shall, if and when requested by Buyer, permit (and cause all other all other Supplier Parties involved in the provision of Goods and/or Services to permit) Buyer, its Affiliates, prospective or subsequent purchasers and users of Goods and Services (or products that incorporate or make use of Goods or Services), and third parties designated by any of them to: (i) inspect any Good and any material, part or component therefor, (ii) inspect the premises and facilities where any Good or any material, part or component therefor may be designed, produced, tested, inspected or stored, (iii) observe the production, testing or inspection of any Good and any material, part or component therefor, and (iv) inspect, audit and copy records related to Goods and Services provided under the Purchase Agreement and such other records as may be required to document and verify the compliance by Supplier and other Supplier Parties with the provisions of the Purchase Agreement.

## **25. GOVERNING LAWS AND JURISDICTION**

The Purchase Agreement shall be governed by and construed in accordance with the laws of the region, state, or country where the Buyer is located and all disputes arising out of or in relation to this Agreement will be submitted to the exclusive jurisdiction of the same locale. Nothing in this Section will restrict Buyer’s right to bring an action (including for example a motion for injunctive relief) against the Supplier in the jurisdiction where Supplier’s place of business is located. Each Party waives any and all objections to jurisdiction or venue as set forth herein.

Each party agrees that a final judgment in any such action, litigation or proceeding is conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by applicable laws. The United Nations Convention on Contracts for International Sale of Goods does not and will not apply to the Purchase Agreement.

## **26. ASSIGNMENT**

Supplier shall not assign the Purchase Agreement or any of its rights, liabilities or obligations thereunder without Buyer’s prior written consent, not to be unreasonably withheld. Any such assignment shall be null and void.

## 27. FORCE MAJEURE

(a) Event of Force Majeure. If either Party is wholly or partially unable to perform an obligation under the Purchase Agreement by reason of an event beyond its reasonable control (an "**Event of Force Majeure**"), such Party shall be relieved of such obligations to the extent and for the period that the Event of Force Majeure prevents it from performing such obligation; provided that (i) the affected Party gives the other Party prompt notice of its inability to perform and the nature, cause and expected duration of its inability to perform, and (ii) if requested by the other Party, to the extent feasible and practical and legally permitted, the affected Party uses commercially reasonable efforts to remove or overcome the cause of its inability to perform and mitigate the adverse effects of its nonperformance on the other Party. An Event of Force Majeure may include, but is not limited to, fire, flood, earthquake, civil disturbance, acts of terrorism, war, rationing, embargoes, acts of God, and governmental rationing, but shall not include the affected Party's lack of financial resources or the affected Party's own acts, errors or omissions or, in the case of Supplier, another Supplier Party's lack of financial resources or another Supplier Party's acts, errors or omissions. The affected Party shall give prompt notice to the other Party as and when it is able to resume performance of an obligation that it was wholly or partially unable to perform by reason of an Event of Force Majeure.

(b) Termination for Event of Force Majeure. If an Event of Force Majeure prevents Supplier from delivering Goods for more than thirty (30) days beyond the scheduled delivery date or performing Services for more than thirty (30) days beyond the scheduled performance date, Buyer may, at its option, terminate the Purchase Order as to all or any part of the Goods that have not been delivered and/or the Services that have not been performed. Buyer shall have no liability or obligation with respect to any Goods and/or Services as to which the Purchase Order is terminated for an Event of Force Majeure.

## 28. NOTICES

Any demand, notice or other communication ("**Notice**") required or permitted to be given by either Party to the other Party in connection with the Purchase Agreement shall be given in writing by personal delivery, reputable overnight courier or email (with proof of delivery and read receipt) addressed to the other Party's contact person and delivered to the other Party's address or email address, as the case may be, set forth on the face of the Purchase Order. A Party may from time to time change its contact person, address, or email address by Notice to the other party. All Notices shall be deemed given when delivered if delivered in person or by courier service or on the next business day of the receiving Party if sent by email.

## 29. WAIVER

No failure on the part of either Party in exercising any right or remedy under the Purchase Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy under the Purchase Agreement, in law or in equity, conferred by statute, or otherwise. A waiver by or on behalf of a Party of any breach of the Purchase Agreement shall not be binding upon such Party unless it is in writing executed by such Party. A waiver shall not operate as a waiver of any future breach, whether of a like or different character, except to the extent specifically provided in such waiver.

## 30. SEVERABILITY

If any provision of the Purchase Agreement is invalid, illegal or unenforceable, in whole or in part, such invalidity, illegality or unenforceability will apply only to such provision or part thereof and the remaining part of such provision and all other provisions of the Purchase Agreement will continue in full force and effect in accordance with their terms.

## 31. SUCCESSORS AND ASSIGNS

Subject to Section 26, the Purchase Agreement shall inure to the benefit of and be enforceable by and be binding upon and enforceable against (i) Supplier and its successors and assigns, (ii) Buyer and its successors and assigns, and (iii) to the extent provide herein, Buyer's Affiliates and Supplier Parties.

## ADDENDUM 1 – SITE WORK

If the provision of any Goods and/or Services and/or the performance or carrying out of any aspect of the Purchase Agreement results in Supplier or any other Supplier Party entering upon or performing work at any site or premises owned, leased, occupied or controlled by Buyer or any of its Affiliates ("**Site Work**"), the following provisions shall apply in addition to all other provisions of the Purchase Agreement:

- (a) Condition. All Site Work shall be confined to the specific areas designated by Buyer for such Site Work. Supplier shall ensure that work areas are at all times kept tidy and clean and free from waste and debris attributable to such Site Work, and, upon completion or termination of any Site Work, Supplier shall promptly remove any and all remaining waste and debris and leave the area in a tidy and clean condition. Supplier shall ensure that (i) no Supplier Party brings any gun or other weapon, illegal drug or alcoholic beverage to the site or premises where any Site Work is being performed; (ii) no Supplier Party who is involved in the performance of any Site Work is inebriated, under the influence of illegal drugs, or taking any other drug or medication or otherwise suffering or under a condition that could impair the judgment or actions of such Supplier Party or endanger the health or safety of such Supplier Party or any other person; and (iii) all Supplier Parties who are involved in the performance of any Site Work are legally in the country where the Site Work is being performed and have any and all necessary documentation, work permits and visas.
- (b) Contamination. Supplier shall be solely responsible and liable for any contamination at or in the vicinity the site or premises where Site Work is being performed that is directly or indirectly attributable to any act, error or omission of any Supplier Party, and Supplier shall promptly at its sole cost, expense, liability and risk, remedy all contamination, in accordance with all Applicable Permits and Applicable Laws and to the reasonable satisfaction of Buyer.
- (c) Toxic and Hazardous Materials. No toxic or hazardous materials of any kind may be brought onto or used at the site or premises where any Site Work is being performed unless Supplier has first supplied Buyer with Material Safety Data Sheets in respect of such toxic or hazardous materials and obtained its written approval for such toxic or hazardous materials to be brought onto and used at such site or premises. Whether or not brought onto or used at the site or premises where Site Work is being performed Supplier with the approval by Buyer: (i) Supplier shall ensure that all Supplier Parties involved in the performance of such Site Work are properly educated and trained and comply with Applicable Permits and Applicable Laws, including, but not limited to, all Applicable Permits and Applicable Laws relating to the generation, storage, handling, transportation, release, abatement or disposal of such toxic and hazardous materials, and all site, security and other requirements of Buyer; and (ii) Supplier shall at its sole cost, expense, liability and risk dispose of all toxic and hazardous materials brought onto or used at such site or premises by any Supplier Party, all in accordance with Applicable Permits and Applicable Laws and to the reasonable satisfaction of Buyer.
- (d) Labor and Collective Bargaining Agreements. If Buyer advises Supplier of any labor or collective bargaining agreements which may pertain to or affect the Site Work, the Site Work shall be performed in a manner consistent with the requirements of such labor or collective bargaining agreements.
- (e) Liens. Supplier shall keep the site or premises where Site Work is being performed and all property located thereon free and clear of all liens or claims arising from the performance of the Site Work.
- (f) Site Work Agreement. If requested by Buyer in connection with any Site Work, Supplier shall enter into a Site Work Agreement on the standard form used by IDEX Corporation and its affiliates or subsidiary business units. If Supplier has entered into a Site Work Agreement, the provisions of the Purchase Agreement will be in addition to and not in lieu of or substitution for the provisions of such Site Work Agreement.

**ADDENDUM 2 – SUPPLEMENTAL PURCHASING TERMS AND CONDITIONS**

**IDEX-Supplemental Purchasing Terms and Conditions**