



PURCHASE ORDER TERMS AND CONDITIONS

The purchaser identified on the face of this order ("Purchaser") agrees to purchase, and the supplier identified on the face of this order ("Supplier"), agrees to sell the goods, materials, equipment and machinery ("Goods") and/or provide the services ("Services") described in this purchase order including in any document, drawing or Schedule referred to or incorporated by reference in this purchase order (collectively, the "Order"), subject to the following:

1. **Acceptance:** This Order shall be deemed to be accepted and shall be a binding contract for the sale of the Goods and/or the provision of the Services upon the first to occur of the following events: Supplier or its agent executing and delivering the acknowledgement copy of this Order to Purchaser; Supplier shipping or delivering the Goods to Purchaser; or Supplier commencing the performance of the Services.
2. **Governing Terms and Conditions:** The terms and conditions set forth in this Order shall constitute the sole and exclusive agreement between Purchaser and Supplier relating to the subject matter of this Order. Acceptance of this Order is expressly limited to acceptance of the terms and conditions set forth in this Order. Purchaser hereby gives notice that it objects to and rejects any terms or conditions contained in any document which has been or may in the future be supplied by Supplier to Purchaser which are in addition to, different from, inconsistent with or attempt to vary any of the terms or conditions of this Order whether such terms or conditions are set forth in Supplier's tender, proposal, order acknowledgement, invoice or otherwise. Purchaser's acceptance of the Goods and/or Services shall not be construed as an acceptance of any terms or conditions contained in any such document. If this Order is deemed to be an acceptance of a prior offer by Supplier, such acceptance is conditional on Supplier's assent to all the terms and conditions set forth in this Order.
3. **Modifications and Revisions:** No revision or modification of the terms and conditions of this Order shall be binding unless such revision or modification is accepted in writing by the parties hereto.
4. **Delivery, Title and Risk:** Delivery of the Goods to Purchaser shall take place at Purchaser's plant site or such other shipping destination, specified on the face of this Order. Notwithstanding any shipping arrangement specified in this Order, Supplier shall have the risk of loss for all Goods shipped under this Order until receipt of such Goods by Purchaser at the specified location, at which time title to and the risk of loss with respect to such Goods shall pass to Purchaser. Partial shipments are not permitted unless otherwise agreed to in writing by Purchaser.
5. **Taxes:** All applicable sales or use taxes payable by Purchaser shall be separately identified on the face of this Order. Any such taxes not so identified shall be deemed to be included in the price.
6. **Price Inclusive:** Unless otherwise specified in this Order, the stated price shall include all duties, levies, freight charges, packing charges, insurance charges, installation charges and any other charges whatsoever in connection with the Goods and/or Services. Supplier shall provide all properly completed customs invoices, declarations and evidence of export/import as well as such operating and maintenance manuals as may be reasonably required by Purchaser.
7. **Payment:** Unless otherwise specified in this Order, payment of Supplier's invoice shall be due 90 days after receipt by Purchaser, provided that Purchaser does not otherwise contest the amount of such invoice in good faith. In the case of Services performed at Purchaser's plant site, payment shall not be due until Supplier has delivered such releases or waivers of all claims for mechanics' and materialmen's liens as Purchaser may reasonably require.
8. **Inspection:** All Goods are subject to Purchaser's final inspection and acceptance on delivery. If rejected, the Goods will be held for disposal at Supplier's risk and expense. No inspection, acceptance of any part or all of the Goods or payment shall relieve Supplier from responsibility for furnishing Goods conforming to the requirements of this Order, nor prejudice any claim, right or privilege Purchaser may have for defective or unsatisfactory Goods, delays in delivery or other non-compliance with this Order.
9. **Warranty:** Supplier warrants that: (a) it has good and marketable title to all Goods furnished under this Order and the right to transfer title to such Goods to Purchaser free of all liens and encumbrances; (b) all Goods supplied and/or Services provided shall be and be performed in accordance with all applicable specifications, drawings, descriptions or samples furnished and in accordance with all other requirements of this Order and the representations of Supplier; (c) all Goods shall be of merchantable quality and fit and suited for the purpose and use contemplated by this Order; (d) unless a longer period is specified elsewhere in this Order, all Goods and Services furnished shall be free from defects in material, design and workmanship for a period of 12 months from the date that, in case of Goods, the Goods are delivered to Purchaser, or in the case of Services, from the date that the Services are completed; (e) all Services shall be performed in a workmanlike manner and in accordance with industry standards; and (f) all computer software, hardware or firmware supplied by Supplier shall be free of any harmful programs or data that disrupt the proper operation thereof, and will perform the functions and meet the performance criteria for such hardware, software or firmware described in this Order. Supplier shall promptly repair, replace and correct defects in the Goods or Services not conforming to any warranty, without expense to Purchaser, when notified of such non-conformity by Purchaser.
10. **Compliance with Laws; Safety:** Supplier warrants that all Goods and Services furnished shall comply with all applicable federal, state and local laws and regulations in force at the time of supply and/or performance including, without limitation, all applicable occupational safety and health and environmental laws and regulations and laws and regulations relating to anti-corruption. Supplier shall have complete control and responsibility for the safety and health of its employees and agents while engaged in the performance of Services at Purchaser's plant site. Supplier shall obtain all necessary permits and/or licenses and give all necessary notifications for the supply of the Goods and/or the performance of the Services.
11. **Delay:** Time is of the essence of this contract. Supplier agrees that it will complete the delivery of the Goods and/or perform the Services in accordance with the times specified in this Order. Supplier shall promptly notify Purchaser in writing if the supply of the Goods and/or performance of the Services will be delayed, indicating the cause and extent of the delay, but this shall not relieve Supplier of its obligation to deliver and/or perform as required by this Order.
12. **Cancellation and Waiver of Consequential Damages:** In addition to any other rights or remedies which it may have, Purchaser may cancel the supply of the Goods and/or the performance of the Services or any part thereof because of Supplier's failure to comply with any of the terms or conditions of this Order (including, without limitation, for late delivery of Goods, late performance of Services, or delivery of Goods which are defective or which do not conform with this Order). Furthermore, Purchaser may cancel the supply of the Goods and/or the performance of the Services or any part thereof without cause at its sole option by giving written notice thereof to Supplier. Upon such cancellation without cause, Purchaser shall reimburse Supplier for its actual direct costs incurred in respect of this Order prior to the effective date of notice of cancellation together with any actual direct costs resulting from such cancellation, less the reasonable recoverable value in respect of any Goods or partially completed Goods which Supplier could reasonably obtain from a third party. In no event shall Purchaser be responsible or liable for Supplier's loss of actual or anticipated profits or loss of business nor for any other special, indirect or consequential damage arising out of or relating to this Order or from the performance, suspension, termination or breach thereof, whether based upon principles of equity, contract, tort (including, but not limited to, negligence) or otherwise.
13. **Intellectual Property:** Supplier acknowledges and agrees that any product which is capable of copyright protection made, designed or developed for Purchaser pursuant to this Order shall be a "work made for hire." Supplier hereby grants and assigns to Purchaser and its successors and assigns any and all inventions, discoveries, computer programs, software, data, technologies, designs, innovations and improvements, and related patents, copyrights, trademarks and other industrial and intellectual property rights and applications therefor made or conceived by Supplier or its agents or employees in connection with the performance of this Order. Supplier warrants that neither the Goods, Services nor use thereof shall infringe on any existing or pending patent, copyright, trademark, trade name, invention or process of manufacturing or other intellectual property right.
14. **Confidential Nature of Designs, etc.:** Any specifications, designs, patterns, samples or other similar items or other technical, commercial or financial information relating to Purchaser's business (the "Information") which Supplier may obtain or which Purchaser may in any way disclose to Supplier in connection with this Order, shall be deemed to be confidential and Supplier shall not use the Information for its own purposes (other than for this Order), nor shall Supplier disclose the Information to any person or firm except as may be specifically authorized by Purchaser in writing.
15. **Information Furnished to Purchaser:** Purchaser shall have the right to make copies of or otherwise use for its own purpose (including duplicating any components of the Goods for use as replacement or spare parts at Purchaser's plant site), any drawings or other information provided by Supplier in the course of its performance under this Order.
16. **Waivers:** No waiver of any provision of this Order shall: (a) be binding unless given in writing and signed by an authorized officer or agent of the party to be bound thereby; or (b) imply a waiver of that provision for the future or of any other provisions in this Order unless the waiver expressly so states.
17. **Assignment and Subcontracting:** No part of this Order may be assigned or subcontracted by Supplier without the prior written consent of Purchaser. No assignment or subcontracting of all or any part of this Order by Supplier will relieve Supplier from liability under this Order.

18. Supplier Code of Conduct, Conflict Minerals: Supplier has read, understands and agrees to perform its obligations under the Order in conformance with the Dover Corporation Supplier Code of Conduct, a copy of which may be found at www.dovercorporation.com under the Governance section. Supplier shall not knowingly provide any tantalum, tin, tungsten or gold or their derivative metals or minerals (the "Minerals") mined from Democratic Republic of the Congo, Angola, the Republic of the Congo, Uganda, Rwanda, Burundi, Tanzania, Zambia, South Sudan and the Central African Republic where such Minerals directly or indirectly finance or benefit illegal armed groups. Upon request, Supplier shall provide Customer with evidence of Supplier's due diligence performed in compliance with this provision.

19. Governing Law: This Order shall be governed by and construed in accordance with the laws of the State of New York, without regard to conflicts-of-laws principles that would require the application of any other law, and excluding the United Nations Convention on Contracts for the International Sale of Goods. Any legal action or proceeding hereunder shall be brought in the courts of the State of New York and each party hereby irrevocably accepts the exclusive jurisdiction of such courts, waives any objection it may now or hereafter have to venue or to convenience of forum and agrees not to plead or claim that any such court lacks jurisdiction over such party.

20. Supplier Indemnity: Except as expressly prohibited by law, Supplier shall indemnify and hold Purchaser harmless from and against any and all claims, demands, losses, expenses, costs (including attorneys' fees), fines and penalties sustained or incurred by or asserted against Purchaser to the extent based upon, related to or arising out of: (a) any breach by Supplier of any term, condition, covenant or warranty contained in this Order; (b) any defect in the Goods or Services furnished pursuant to this Order; or (c) any negligent act or omission of Supplier or Supplier's agents, officers, employees or subcontractors in the course of furnishing the Goods and/or Services.

21. Site Work: When any aspect of this Order involves attendance at or the performance of Services at Purchaser's plant site, the following additional provisions shall apply: (a) Supplier and its agents, officers, employees and subcontractors shall comply with all plant site rules and all safety and security regulations imposed by Purchaser; (b) Supplier shall take all necessary precautions to prevent the occurrence of any injury to person or property during the performance of the Services; (c) Supplier shall maintain the following insurance during the performance of the Services, and shall provide Purchaser with satisfactory proof of such insurance coverage: (i) general liability insurance covering all sums which Supplier shall become liable to pay as damages arising out of property damage, personal injury or death; (ii) automobile liability insurance covering all sums which Supplier shall become liable to pay as damages arising out of bodily injury, death or property damage, arising out of the operation of owned or non-owned vehicles; (iii) Workers' Compensation Insurance to conform with the laws and limits in accordance with statutory requirements of the applicable jurisdiction and employer's liability insurance covering all sums which Supplier shall become liable to pay as damages arising out of bodily injury to or occupational disease of the employees of Supplier or employees of any subcontractor of Supplier; and (iv) if the Services require any professional engineering, design, architectural or survey services, professional liability insurance covering all sums which Supplier shall become liable to pay as damages arising out of property damage, bodily injury or death; (d) all required insurance coverage specified above shall: (i) except as otherwise provided, provide for combined single limit of liability for each occurrence of not less than \$2,000,000.00; (ii) include a waiver of subrogation clause in favor of Purchaser; (iii) name Purchaser as an additional insured with respect to the operations of Supplier; and (iv) provide that at least 30 days written notice shall be given to Purchaser prior to any material change or cancellation of any such policy or policies.