

## **PURCHASE ORDER TERMS AND CONDITIONS**

The Dover operating company identified as the CUSTOMER ("CUSTOMER") on the face of this order (the "Order") agrees to purchase, and the supplier identified on the face of the Order ("SUPPLIER"), agrees to sell the products, goods, materials, equipment and machinery ("Products") and/or provide the services ("Services") described in the Order including in any document, drawing or Schedule referred to or incorporated by reference therein ("Supplemental Documents"), subject to the following terms and conditions (these "Terms," and together with the Order and the Supplemental Documents, the "Contract Documents"):

1. ***Acceptance; Purchase and Sale.*** The Order shall be deemed to be accepted and shall be a binding contract for the sale of the Products and/or the provision of Services upon the first to occur of the following events: SUPPLIER executing and delivering an acknowledgement of the Order to CUSTOMER; SUPPLIER shipping or delivering the Products to CUSTOMER; or SUPPLIER commencing the performance of the Services. Upon acceptance of the Order, SUPPLIER shall (a) sell and deliver to CUSTOMER the Products requested in the Order in the quantities specified therein; (b) meet the delivery dates specified in the Order; and (c) provide the Products in accordance with the Contract Documents.

2. ***Price and Payment.*** CUSTOMER agrees to pay SUPPLIER for the Products in accordance with the prices set forth in the Order, which shall be inclusive of all taxes, fees or other charges. Unless otherwise specified in the Order, all Products shall be shipped DDP (Incoterms 2010) to the point of delivery set forth in the Order. If specified in the Order, SUPPLIER agrees to use only the carriers designated by CUSTOMER, and SUPPLIER shall be responsible for any premium freight charges incurred as a result of SUPPLIER's failure to meet any reasonable delivery date specified in the Order. Unless otherwise specified in the Order, payment terms are net 45 days.

3. ***Precedence.*** In the event of a conflict between the terms of any Contract Documents, precedence between such documents shall be determined in the following order:

- (a) any Memorandum of Understanding shall be given the highest precedence;
- (b) then the Order, including these Terms; and
- (c) then, any other Contract Document except these Terms and the Order.

4. ***Warranty.*** In addition to any implied warranties and any warranties set forth in any Contract Document, SUPPLIER warrants that all Products delivered and Services provided pursuant to the Order will be free from any defects in material or workmanship and in conformity with any applicable specifications, and that SUPPLIER will have conveyed good title. Payment will not constitute approval or acceptance by CUSTOMER and CUSTOMER's right of inspection shall survive payment. CUSTOMER reserves the right to return or have reworked, at SUPPLIER's expense, any defective or nonconforming Products, Services or shipments received or provided contrary to the Contract Documents. If requested by CUSTOMER, SUPPLIER will correct or replace at SUPPLIER's expense the defective or nonconforming Products and Services within 30 days after notice to SUPPLIER of such defect or nonconformity, and all costs incurred in transporting the Products from CUSTOMER to SUPPLIER and return shipment to CUSTOMER will be borne by SUPPLIER. This warranty will then apply to the corrected or replaced Products and Services. Alternatively, at CUSTOMER's option, CUSTOMER may repair or correct the defective or nonconforming Products and Services at SUPPLIER's expense. Rejected or nonconforming Products and Services will not be deemed delivered on-time unless corrected or replaced Products and Services are delivered within the on-time period applicable to the original Order.

5. ***Manufacturing and Service Standards.*** SUPPLIER agrees to follow good manufacturing and service practices in the production of the Products and provisioning of the Services so that the Products and Services are of high quality, and comply with all applicable industrial or governmental industrial engineering and safety laws, regulations and requirements, whether state, local, or federal. SUPPLIER will comply with any reasonable request by CUSTOMER regarding manufacture of the Products or provisioning of the Services pursuant to any special drawings, plans, specifications or other requirements of CUSTOMER. With respect to Services involving the presence of SUPPLIER's employees or contractors on the premises of CUSTOMER, SUPPLIER shall comply with

all of CUSTOMER's safety and security procedures and shall take all necessary precautions to prevent the occurrence of any injury to person or property during the progress of such Services.

6. **Quality Standards.** Subject to section 4 above, CUSTOMER expects to receive defect free (as defined in CUSTOMER's Suppliers Quality Rating Program) Products and Services 100% of the time. All Products are subject to CUSTOMER's final inspection and acceptance on delivery. If rejected, the Products will be held for disposal at SUPPLIER's risk and expense. No inspection, acceptance of any part or all of the Products or Services, or any payment shall relieve SUPPLIER from responsibility for furnishing Products and Services conforming to the requirements of the Order, nor prejudice any claim, right or privilege CUSTOMER may have for defective or unsatisfactory Products or Services, or delays in delivery or other non-compliance with the Order.

7. **Indemnification.**

7.1 SUPPLIER agrees to indemnify, defend and hold harmless CUSTOMER, its affiliates and assigns, and their respective employees, officers, directors, managers, agents and representatives (each, an "Indemnified Party"), from and against any and all suits, claims, actions, proceedings, costs, losses, expenses (including fines and penalties, settlement awards and attorneys' fees), liabilities and damages (including, without limitation, damages relating to injury or death of any person or destruction of any property, real or personal) arising out of, connected with or resulting in whole or in part from (a) any acts, omissions or negligence of SUPPLIER, its subcontractors or other personnel under or in connection with the Contract Documents; (b) any breach by SUPPLIER, its subcontractors or other personnel of any of the terms, covenants, representations, warranties or other provisions contained in any Contract Document; (c) any assertion by any person or entity that the manufacture or supply by SUPPLIER or purchase, use or other application by CUSTOMER of all or any portion of the Products or Services infringes or violates any intellectual property right of such person or entity; and (d) any and all lien notices, lien claims, liens, encumbrances, security interests, or other lien rights of any kind filed by any party including, without limitation, any subcontractor, which in whole or in part are based on any work, goods, services, material or equipment provided or to be provided under any Contract Document.

8. **Insurance.**

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

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

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

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

8.2 The foregoing coverages shall be maintained with insurers licensed and admitted in the jurisdiction(s) where SUPPLIER conducts business and that have an A.M. Best rating of A VIII or better. Unless otherwise prohibited by law, all policies maintained by SUPPLIER pursuant to the Contract Documents shall provide that CUSTOMER will be considered an additional insured thereunder and be primary and non-contributing with any insurance carried by CUSTOMER and its affiliates. Prior to the performance of any work under the Order, SUPPLIER shall provide certificate(s) of insurance to CUSTOMER evidencing that the coverage required under these Terms is maintained and in force. SUPPLIER shall also provide renewal certificates to CUSTOMER at the time of each required policy renewal until the date that is one year after SUPPLIER completes all its obligations under the Order. In

addition, SUPPLIER shall provide at least 30 days' written notice to CUSTOMER prior to cancellation, non-renewal or material change to any of the policies providing such coverage. The foregoing insurance requirements do not limit SUPPLIER's liability as set forth elsewhere in the Contract Documents.

9. **Delay.** Time is of the essence with respect to the Order. SUPPLIER agrees to complete the delivery of the Products and perform the Services in accordance with the dates specified in the Order. SUPPLIER shall promptly notify CUSTOMER in writing if the supply of the Products or performance of the Services will be delayed, indicating the cause and extent of the delay, but this shall not relieve SUPPLIER of its obligation to deliver and perform as required by the Order.

10. **Cancellation.** CUSTOMER may cancel all or any part of the Order without cause at any time by written notice to SUPPLIER. Upon such cancellation without cause, CUSTOMER shall reimburse SUPPLIER for its actual direct costs incurred in respect of the Order prior to the effective date of notice of cancellation together with any actual direct costs resulting from such cancellation, less the reasonable recoverable value in respect of any Products or partially completed Products which SUPPLIER could reasonably obtain from a third party. In no event shall CUSTOMER 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 the 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. In addition to the foregoing, CUSTOMER may cancel the Order without liability at any time and immediately (a) upon SUPPLIER's default under or breach of any Contract Document; (b) upon the cancellation, suspension or other revocation of licenses, permits or authorization necessary for SUPPLIER to fulfill its obligations in accordance with the Contract Documents; (c) following any materially false or misleading statement, representation or claim by SUPPLIER; and (d) immediately upon the filing by or against SUPPLIER of any bankruptcy, receivership, assignment of the benefit of creditors or similar insolvency proceedings under federal or state law.

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

12. **Compliance with Laws and Regulations.**

12.1 SUPPLIER shall strictly comply with all applicable rules and regulations related to the import of the Products or Services to the point of delivery specified in an Order and the export of the Products and Services from the point of origin of such Products and Services, and SUPPLIER's execution of this agreement constitutes its certification that it will remain in compliance with the requirements of such laws, rules and regulations, including all applicable US, Canadian and UK and/or Foreign import and export control laws and other related laws.

12.2 SUPPLIER shall be responsible for obtaining all licenses and permits to satisfy all formalities as may be required to import the products and services to the point of delivery specified in an order and the export of a Products and Services of the point of origin as such Products and Services, in accordance with the prevailing regulations.

13. **Certain Business Practices**

13.1 SUPPLIER specifically understands that CUSTOMER is a part of a global enterprise and subject to the US Foreign Corrupt Practices Act ("FCPA") and the Corruption of Foreign Public Officials Act Canada ("CFPOA") and the UK Bribery Act of 2010 ("UK Bribery Act"). SUPPLIER agrees that it will conduct its dealings with CUSTOMER and with other parties in a manner that does not violate any provision of such laws.

13.2 SUPPLIER and CUSTOMER are committed to conducting operations ethically and in compliance with all laws applicable to them. This includes laws prohibiting commercial bribery, payment to government officials, money laundering and other similar anti-corruption laws (including the FCPA, CFPOA and the UK Bribery Act), and compliance with laws governing import and export restrictions, customs, duties and taxes (together, the “Applicable Laws”).

13.3 SUPPLIER represents and warrants that no director, officer or employee of SUPPLIER is a government official or the employee of a governmental unit, a governmental subdivision or a government owned or government sponsored enterprise (any one, a “Governmental Entity”), and that SUPPLIER is not owned in whole or in part by any Governmental Entity. SUPPLIER will promptly disclose to CUSTOMER should any director, officer or employee of SUPPLIER become an employee of a Governmental Entity or if SUPPLIER is acquired, in whole or in part, by any Governmental Entity.

13.4 SUPPLIER shall maintain accurate books and records of the transactions contemplated under the Contract Documents and shall retain such records for a period of five (5) years following the last delivery of Products or Services. CUSTOMER shall have the right, on reasonable notice, to examine such records to verify compliance with this Section. SUPPLIER shall comply with all Applicable Laws in performing its obligations under each of the Contract Documents.

13.5 SUPPLIER hereby certifies that SUPPLIER and its directors, officers, employees, agents, sub-contractors and/or consultants:

- (a) are familiar with, and shall comply in all respects with, Applicable Laws;
- (b) have not and shall not authorize or make any payments or gifts or any offers or promises of payments or gifts of any kind, directly or indirectly, in connection with the Contract Documents to any “foreign official,” including (i) any official, agent, or employee of any government or governmental agency; (ii) any political party or officer, employee or agent thereof; or (iii) any holder of public office or candidate for political office; and
- (c) are not officials or employees of any government, an official of a political party, or a candidate for political office, or a director, officer, employee, or affiliate of a government instrumentality.

13.6 SUPPLIER understands that for purposes of this Section, a “foreign official” may include an employee or official of a commercial entity in which a government body has an ownership interest or exerts control over the activities of such entity, as well as officials and employees of public international organizations.

14. ***Dover 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](http://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.

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

16. ***Notices.*** All notices, consents, waivers and other communications required or permitted by the Contract Documents shall be in writing and shall be deemed given to a party when (a) delivered to the appropriate address by hand or by nationally recognized overnight courier service (costs prepaid); (b) sent and received by e-mail (not by facsimile) with confirmation of electronic transmission and receipt by the transmitting equipment; or (c)

received or rejected by the addressee, if sent by certified mail, return receipt requested. In each case, the notice is to be sent to the addresses, or email addresses set forth on the front face of the Order or on the signature page (if applicable) and marked to the attention of the person (by name or title) designated (or to such other address, email address or person as a party may designate by notice to the other parties).

17. **Entire Agreement.** The Contract Documents constitute the sole and exclusive agreement between CUSTOMER and SUPPLIER with respect to their subject matter, and supersede all prior understandings, representations, negotiations and correspondence between the parties, constitute the entire agreement between them with respect to the matters described, and shall not be modified or affected by any course of dealing, course of performance or usage of trade. The Contract Documents may be changed only by an agreement in writing executed by the parties hereto. No terms or conditions contained in any document which has been or may in the future be supplied by SUPPLIER which are in addition to, different from, inconsistent with or attempt to vary any of the terms or conditions of the Contract Documents shall supersede any of the terms or conditions of the Contract Documents. CUSTOMER's acceptance of the Products shall not be construed as an acceptance of any terms or conditions contained in any such document. No waiver by CUSTOMER of any rights or breach of any provision of the Contract Documents will constitute a waiver of CUSTOMER's other rights under the Contract Documents, nor will it be deemed to be a general waiver of such provision by CUSTOMER or to sanction any subsequent breach by SUPPLIER.

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

19. **Assignment.** SUPPLIER may not assign any Contract Document, or any right or obligation thereunder, to any third party without the prior written consent of CUSTOMER.

20. **Non-exclusivity.** CUSTOMER retains the right to contract with other entities to purchase the Products or Services.

21. **Jurisdiction.** Any suit or other proceeding arising out of or relating to the Contract Documents may be brought in the courts of the State of Illinois, County of Cook, or, if it has or can acquire jurisdiction, in the United States District Court for the Northern District of Illinois, and each of the parties hereto irrevocably submits to the exclusive jurisdiction of each such court in any such suit or proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the suit or proceeding shall be heard and determined only in any such court and agrees not to bring any suit or proceeding arising out of or relating to the Contract Documents in any other court.

22. **Governing Law.** The Contract Documents shall be construed in accordance with the laws of the State of Delaware, as applicable, and the rights and liabilities of the parties hereto, including any assignees, shall be determined in accordance with the laws of the State of Delaware. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to the transactions contemplated by the Contract Documents.

23. **Execution of Agreement.** This Order may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Order and all of which when taken together, will be deemed to constitute one and the same binding and enforceable agreement. The exchange of copies of this Order and of signature pages by electronic transmission with such electronic transmission being confirmed, shall constitute effective execution and delivery of this Order as to the parties and may be used in lieu of the original signature on the Order for all purposes. Each party has the right to request original signatures, when requested by the other party, and signatures of the party's transmitted electronically shall be deemed to be their original signature for all purposes.