

TERMS AND CONDITIONS OF PURCHASE

1. Acceptance and Complete Agreement. Knappco, LLC, and any division or operation thereof adopting this Order (“**Buyer**”), agrees to purchase, and the seller identified on the face of this purchase order (“**Seller**”) agrees to sell the goods (“**Goods**”) and/or provide the services (“**Services**”) as described in this purchase order, which includes any exhibit, document, drawing, specifications, data referenced or incorporated by reference in this purchase order and any confidentiality and/or nondisclosure agreement executed between Seller and Buyer (the “**NDA**” and, collectively, “**Order**”), subject to the following. Seller acknowledges that all terms as to quantity, quality, price, other specifications and time of delivery are material elements of this Order and must be strictly complied with. Acceptance of the offer represented by this Order is expressly limited to the terms and conditions of this Order and any additional or different terms proposed by Seller are hereby objected to and rejected. Buyer’s failure to further object to any of the provisions contained in any documentation of Seller’s or any communication of any kind from Seller shall not be deemed a waiver of the terms of the Order or as an acceptance by Buyer of any deviation from the terms of the Order. There are no understandings or agreements relating to the subject matter of this Order other than as set forth in this Order. The previous sentence notwithstanding, to the extent Buyer is purchasing Goods and/or Services pursuant to a master agreement between Dover Corporation and Seller, such master agreement shall govern to the extent any provision of this Order conflicts with such master agreement. Seller shall be bound by this Order when it executes and returns the acknowledgement copy of this Order, when it otherwise indicates acceptance of this Order or when it ships any Goods and/or provides any Services ordered herein to Buyer or otherwise commences performance hereunder. Buyer’s acceptance of Goods and/or Services shall not be construed as an acceptance of any terms and conditions contained in any such document.

2. Price and Payment Terms. The price of the Goods and/or Services is the price stated in this Order. Unless specifically otherwise set forth, prices herein shall not be increased without Buyer’s written consent and no additional charges of any type shall be added including, but not limited to, any charges for insurance, shipping, taxes, duties, tariffs, storage, packing, crating, and any material or fuel surcharges unless authorized in writing by Buyer. Seller will give Buyer the benefit of any price reductions available or in effect at the actual time of shipment and/or performance. Terms of payment, unless otherwise expressly agreed in writing, shall be net ninety (90) days following the date of receipt of the Goods at Buyer’s facility and/or completion of the Services, as applicable, or receipt of invoice by Buyer, whichever occurs last. If more than one payment is required to be made hereunder, Buyer may at its sole discretion, retain up to 10% of any or all installments until completion of the performance due hereunder, at which time the retained sums, less any sums deducted as a set-off or recoupment will be paid to Seller. If the terms granted herein contain any discount, the time for earning any such discount shall be computed from the later of the scheduled delivery date or the date an acceptable invoice is received. Payment is deemed made for purposes of earning the discount on any amount owing at any time to Seller or any affiliate of Seller. Any charges prepaid by Seller on behalf of Buyer pursuant to this Order for which

reimbursement is sought must be separately stated on the invoice and supported by appropriated receipts furnished to Buyer.

3. Changes. Buyer reserves the right at any time to make changes to this Order without the consent of Seller including, but not limited to: specifications, drawings and data; methods of shipment or packing; and place or time of delivery and/or performance; provided, however that no additional changes to this Order, including but not limited to those listed above, will be made unless authorized in writing by Buyer. If any such change causes an increase or decrease in the cost of or the time required for performance of this Order, an equitable adjustment shall be made in the price or delivery schedule, or both, in writing. Seller shall not suspend performance of this Order while Buyer and Seller are in the process of making such changes and any related adjustments. If the parties cannot agree to such price or time adjustment within ten (10) business days of Seller’s receipt of Buyer’s written request for a change, Buyer may terminate this Order upon five (5) business days’ prior written notice to Seller. Any changes, if authorized by Buyer in writing, whether initiated by Seller or Buyer, shall be denominated as a “**Revision**” to this Order. Only Buyer shall issue Revisions and, if issued, shall be in writing. Each such Revision shall be subject to and expressly incorporate the terms and conditions of this Order. Seller shall not deliver substitute goods for the Goods ordered by Buyer or make any changes to the design, materials or processes used to manufacture the Goods or to provide Services or to the location at which the Goods are manufactured, without the prior written consent of Buyer.

4. Termination. Buyer reserves the right to terminate this Order, or any part hereof, upon one (1) business day’s notice to Seller. In the event of termination under this Section, Seller shall immediately stop all work hereunder, and shall immediately cause any of its suppliers or subcontractors to cease such work. If this Order, or part thereof, is terminated by Buyer for any reason other than for breach by Seller, Seller must notify Buyer of any claim resulting from Buyer’s termination within ninety (90) days of the effective date of Buyer’s termination. Such claim shall be settled on the basis of reasonable costs Seller has incurred in the performance of this Order prior to receipt of Buyer’s notice of termination; provided, however, that Seller shall use its best efforts to mitigate such costs. Buyer may also terminate this Order, or any part hereof, or any other Order between the parties, for cause upon notice to Seller. Cause includes Seller’s default or non-compliance with any term or condition of this Order, late delivery, delivery of defective or non-conforming Goods and/or Services, cessation of the conduct of Seller’s business, failure of Seller to pay its debts generally as such debts become due, commencement of any proceeding under the bankruptcy code or insolvency laws by or against Seller, appointment of a receiver for Seller or a substantial portion of its business or assets, or an assignment for the benefit of Seller’s creditors. In the event of termination for cause, Buyer shall not be liable to Seller for any amount, and, notwithstanding anything to the contrary in this Order (including the limitations set forth in Section 11), Seller shall be liable to Buyer for any and all damages sustained by such termination including, without limitation, at Buyer’s option, direct, indirect, incidental and consequential damages, costs (including attorneys’ and other professionals’ fees and costs), expenses and losses. Seller may not cancel or modify this Order in whole or in part, without Buyer’s written consent.

5. Delivery; Title and Risk of Loss. Shipment and Delivery terms will be FCA Buyer's facility (Incoterms 2020) unless otherwise expressly specified on the Order. Title to Goods and risk of loss thereof, or damage thereto, shall pass to Buyer upon delivery to Buyer. If Goods are to be installed by Seller at Buyer's facility or a facility designated by Buyer, title will pass to Buyer upon completion of the installation and written approval by Buyer. Seller shall deliver the Goods and/or provide the Services on the date specified in this Order (the "**Delivery Date**"). Except as otherwise provided in this Order, delivery and/or performance shall be at the location shown on the face of this Order. Time is of the essence and if delivery of Goods and/or performance of the Services is not completed by the Delivery Date, Buyer reserves the right, without liability and in addition to its other rights and remedies, to terminate this Order by notice to Seller effective as to Goods not yet shipped and/or Services not yet performed and to purchase substitute Goods and/or alternative Services elsewhere and charge Seller with any additional expenses, costs and loss incurred as a result. Seller shall promptly notify Buyer in writing if the Goods and/or provision of the Services will be delayed, indicating the cause and extent of the delay, but this shall not relieve Seller of its obligation to deliver and/or perform as required by this Order unless otherwise instructed by Buyer in writing. If, in order to meet the Delivery Date it becomes necessary for Seller to ship by a more expensive way than specified in this Order, increased transportation costs shall be paid by Seller unless the necessity for such rerouting or expedited handling has been caused solely and exclusively by Buyer.

6. Inspection And Rejection. Receipt of any Goods and/or Services or payment for any Goods and/or Services will not constitute acceptance of any Goods and/or Services hereunder. At any time, Buyer may reject any Goods and/or Services which are of inferior quality or workmanship, not in compliance with this Order, shipped and/or provided contrary to instructions, not in the quantities specified, otherwise do not conform to this Order or that violate any applicable law. In addition to other rights and remedies available to Buyer, Goods so rejected may, at Buyer's option, be returned to Seller for reimbursement (including freight charges), credit, refund or replacement, or held by Buyer for pickup by Seller, all at Seller's expense and risk. Buyer may charge Seller any expenses incurred in unpacking, examining, repacking, storing and reshipping any Goods so rejected. Nothing contained in this Order relieves Seller, in any way, from the obligation of testing, inspection and quality control of Goods and/or Services. Seller shall obtain Buyer's prior written approval for partial shipments prior to shipment. Buyer may retain all or any portion of Goods delivered under this Order and return, at Seller's sole cost and expense, those Goods not retained - all without waiver of any claim. All materials shall be suitably packed, marked, loaded, and shipped in accordance with the requirements of common carriers. All excess transportation charges resulting from Seller's failure to follow any routing instructions given by Buyer shall be for Seller's account. Damage to any material not so packaged will be charged to the Seller. Goods rejected and returned shall not be replaced by Seller without prior written authorization by Buyer. The Goods shall be subject to inspection and testing by Buyer before and after receipt. Goods or equipment rejected or not purchased by Buyer which utilize or carry any logo, insignia, name, trade name, trademark, trade dress, symbol, decorative sign, evidence of inspection or other related markings of Buyer or any of its related

entities shall have the same removed, not obliterated, prior to any sale, use, or disposition, if such sale or disposition is permitted by Buyer.

7. Confidentiality; Data Security and Data Protection.

7.1 All non-public, confidential or proprietary information of Buyer, including but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts, or rebates, disclosed by Buyer to Seller, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" in connection with the Order ("**Confidential Information**") is confidential, solely for the use of performing this Order and may not be disclosed or copied unless authorized in advance by Buyer in writing. Seller may disclose Confidential Information to its officers, directors, employees, and agents and agrees on behalf of itself and its officers, directors, employees and agents to use its/their best efforts to prevent unauthorized access, use, duplication or disclosure, by or to a third party, of Confidential Information, including, without limitation, data, plans, specifications, formulae, drawings or any other information whether business or technical, of a confidential nature, which has been furnished directly or indirectly, in writing or otherwise by Buyer to Seller. Seller shall be responsible for a breach of this Section by its officers, directors, employees, and agents. Confidential information shall include such information as would be apparent to a reasonable person, familiar with Buyer's business and the industry in which it operates, that such information is of a confidential or proprietary nature and that maintenance of its confidentiality would likely be of commercial value to Buyer. Seller shall safeguard the Confidential Information from unauthorized use, access, or disclosure using at least the degree of care it uses to protect its similarly sensitive information and in no event less than a reasonable degree of care. Upon Buyer's request, Seller shall promptly return all documents and other materials received from Buyer. Buyer shall be entitled to injunctive relief for any violation of this Section. Confidential information shall not include information that is in the public domain prior to its disclosure, becomes part of the public domain through no wrongful act of Seller, was in the lawful possession of Seller prior to its disclosure to Seller or was independently developed by Seller. Disclosure of Confidential Information pursuant to order by a court shall not be a violation of this Section; provided, however, that Seller, to the extent allowed by law, notify Buyer in advance of such disclosure. Seller agrees that the provisions set forth in the NDA (if executed by the parties) shall supplement and be in addition to the obligations of this Section. In the event of any conflict between this Order and the NDA, the parties agree that the NDA shall control with respect to Seller's obligations of confidentiality, and this Order shall control with respect to the sale of any Goods or Services.

7.2 Seller represents that it has developed and implemented and covenants that it will maintain effective information security policies and procedures that include administrative, technical and physical safeguards designed to (a) ensure the confidentiality, security, integrity and availability of Buyer's Confidential Information provided hereunder; (b) protect against anticipated threats or hazards to the confidentiality, security, integrity and availability of such information; (c) protect against unauthorized access or use of such information; and (d) ensure the proper

disposal of such information. Seller shall promptly notify Buyer of any breach of confidentiality by Seller or any of its agents, disclosure of Buyer's Confidential Information by Seller or one of its agents or a breach of Seller's information security policies or procedures. Notice shall be provided to Buyer no later than 24 hours upon discovery of breach.

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

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

8. Warranty. Seller warrants to Buyer, Buyer's successors, assigns, customers and users of the products manufactured by Buyer incorporating the Goods, that: (a) Seller has good title to any and all Goods supplied hereunder and has the right to transfer title of said Goods to Buyer free and clear of any and all liens and encumbrances; (b) all Services shall be performed in a workmanlike manner, in accordance with this Order, and with applicable laws; (c) all Goods shall conform to all Buyer-approved drawings, specifications and appropriate standards and all other requirements of this Order; (d) all Goods (including their component parts) will be new (and not counterfeit) and of excellent quality; (e) all Goods will conform to any statements made on the containers or labels or advertisements for such Goods, and any Goods will be adequately contained, packaged, marked and labeled; (f) Goods supplied hereunder will be of merchantable quality; (g) Goods supplied hereunder shall be fit for the particular use intended, free from defects, whether patent or latent, in material and workmanship, and shall conform to all specifications and requirements of this Order; (h) Seller shall, in the performance of its obligations hereunder, comply with all, and shall not violate any, applicable federal, state, and local laws and governmental regulations and orders; and (i) all warnings, labels, or tags contain adequate and accurate information with respect to the use, safety, treatment, and handling of the goods. The foregoing warranties shall survive acceptance, testing, inspection, or use of the Goods and/or Services by Buyer, and shall be cumulative and in addition to any warranties of additional scope given to Buyer by Seller and/or provided by law or in equity. Seller shall replace or correct defects of any Goods and/or Services not conforming to the foregoing warranty promptly, without expense to Buyer, when notified of such nonconformity by Buyer, provided Buyer elects to provide Seller with the opportunity to do so. Alternatively, if Buyer elects not to do so, or in the event of failure of Seller to correct defects in or replace nonconforming Goods and/or Services promptly, Buyer may make such corrections or replace such Goods and/or Services, and in either case may engage third parties to do so, and charge Seller for the cost incurred by Buyer in doing so.

9. Intellectual Property.

9.1 Seller warrants that neither the Goods, Services, nor use thereof shall infringe on any existing or pending patent, copyright, trademark, trade name, invention or process of manufacturing or other intellectual property right; provided, however, that this warranty shall not apply to the extent that the Goods were manufactured or the Services were performed according to Buyer's specifications and such specifications would have resulted in a violation of this warranty. Seller will, upon receipt of notification, promptly assume full responsibility for defense of any suit or proceeding which may be brought

against Buyer or its agents, customers, users of its products incorporating the Goods, or other vendors for alleged infringement, as well as for any alleged unfair competition resulting from similarity in design, trademark or appearance of Goods and/or Services provided hereunder, and Seller will indemnify, defend and hold Buyer and its agents and customers harmless against any and all claims, demands, losses, expenses, costs (including attorneys' fees and court costs), fines and penalties resulting from any such suit or proceeding, including any settlement. Any settlement of such action must be approved by Buyer. Buyer may be represented by and actively participate through its own counsel in any such suit proceeding if it so desires, and the costs of such representation shall be paid by Seller. If, in any such suit, the Goods and/or Services are held to violate the intellectual property rights of any third party and/or sale and/or use thereof is enjoined, Seller shall, at Buyer's election, either (1) procure for Buyer the right to continue using same; (2) replace the same with non-infringing Goods and/or Services; or (3) modify the same so that it becomes non-infringing. Any Goods and/or Services which are capable of copyright protection made, designed or developed for Buyer pursuant to this Order shall be a "work made for hire." Seller hereby grants and assigns to Buyer and its successors and assigns any and all inventions, discoveries, computer programs, software, data, technologies, designs, innovations and improvements and related patents, copyrights, trademarks and other industrial and intellectual property rights and applications therefor made or conceived by Seller or its agents or employees in connection with the performance of this Order.

9.2 Seller acknowledges that Buyer patents, trademarks, trade dress, copyrights, trade secrets or any other form of intellectual property that Buyer provides to the Seller are Buyer's exclusive property, and Seller disclaims all rights to same.

9.3 Where payment is made for experimental, developmental, or research work, as such, to be performed in accordance with special requirements of Buyer, Seller agrees to disclose and on request to assign, and hereby assigns, to Buyer each invention, property right, confidential process or know-how and trade secret resulting therefrom or other form of intellectual property, and Seller disclaims all rights to same. All drawings, artwork, special products, materials, information or data furnished by Buyer and all intellectual property resulting from this Order (as referenced in the foregoing sentence) are Buyer's exclusive property, shall be used by Seller only for Buyer's work. Seller agrees to hold all information and knowledge of intellectual property confidential. Buyer will market, distribute and/or sell Goods under its own trademark and trade name. Buyer has the right to use any of the Seller's marks, names, other trade identities, copyrighted works or intellectual property, to the extent that Seller has incorporated such property in or used such property in manufacture of the Goods supplied by the Seller to Buyer.

9.4 Buyer will retain ownership of any Buyer fixed assets such as tooling, molds, fixtures and equipment that are built to provide components designed to Buyer's part specifications and/or other intellectual property. Buyer and Seller may choose to negotiate payment for those fixed assets; however, ownership to these assets and intellectual property surrounding the design of Buyer specified material remains with Buyer.

10. Indemnification. Seller shall defend, indemnify and hold harmless Buyer, its affiliates, and its and their respective officers, directors, successors, assigns, employees, agents, customers and

users of its products incorporating the Goods (the “**Indemnitees**”), from and against any claim, loss, demand, damage, liability, cost, fine, penalty or expense (including reasonable attorney's fees) (collectively, “**Losses**”), sustained or incurred by one or more of the Indemnitees directly or indirectly arising out of: (a) illness, death, or injury to persons or damage to or destruction of property by reason of any defects in the Goods and/or Services; (b) breach by Seller of any of its warranties, or Seller's failure timely to deliver the Goods and/or Services purchased hereunder; (c) the design, development, manufacture, distribution, sale, use, or repair of the Goods, whether the claim be based upon a theory of breach of contract or warranty, negligence, strict liability, other tort, infringement, misappropriation or any other legal theory; (d) any noncompliance or violation of law as provided herein; (e) any suit, claim or demand of any environmental, health, safety or other laws, rules, regulations or requirements including, without limitation, the Comprehensive Environment Response, Compensation, and Liability Act, 42 U.S.C § 9601 et seq. as amended, in connection with the manufacture, distribution, transportation, storage, use or disposal of Goods or of raw materials by Seller; and/or (f) any breach of this Order. Seller expressly and specifically waives all immunity that may be afforded Seller under the workers compensation laws of any state or jurisdiction. The Indemnitees' Losses will include, without limitation, the cost to replace the Goods or work covered by this Order and any consequential damages, including, but not limited to, loss of profits and claims made by the Indemnitees' customers.

11. Limitation of Liability. IN NO EVENT SHALL BUYER BE LIABLE TO SELLER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF WHATSOEVER NATURE, OR FOR ATTORNEY'S FEES, LOSS OF MARKET SHARE, OR LOST PROFITS HOWSOEVER THESE MAY BE CHARACTERIZED. BUYER'S LIABILITY FOR ANY CLAIM ARISING OUT OF OR RELATED TO THIS ORDER, SHALL NOT EXCEED THE PRICE ALLOCABLE TO THE GOODS, OR UNIT THEREOF, AND/OR SERVICES WHICH GIVES RISE TO THE CLAIM.

12. Ownership. Unless otherwise agreed to in writing, all property of any description furnished to Seller by Buyer or unconditionally appropriated to this Order, or any replacement thereof, or any materials affixed or attached thereto, shall be and remain the property of Buyer and shall be used only in fulfilling this Order and for no other purpose and shall not be duplicated or disclosed to others. Such furnishing of Buyer's property shall not be construed as granting any rights whatsoever, express or implied, to any such property to Seller.

13. Insurance. During the provision of Goods and/or Services under this Order, Seller shall, at its own expense, maintain and carry insurance in full force and effect, which includes, but is not limited to: (a) commercial general liability (including product liability) in a sum not less than \$5,000,000 per occurrence combined single limit for bodily injury and property damage; (b) Workers' Compensation insurance at the statutory limit for the jurisdiction in which Seller operates; (c) for any Services to be provided on Buyer's property or property of Buyer's customers, automobile liability insurance covering all owned, hired and non-owned vehicles with a minimum combined single limit for bodily injury and property damage liability of \$1,000,000 per accident

or occurrence; and (d) Employer's liability insurance with a minimum amount of \$1,000,000 per accident. Such insurance shall be with financially sound and reputable insurers. Prior to providing Goods and/or Services, Seller shall provide Buyer with a certificate of insurance from Seller's insurers evidencing the insurance coverage specified in this Order. The certificate of insurance shall name Buyer as an additional insured. Seller shall provide Buyer with thirty (30) days' advance written notice in the event of a cancellation or material change in Seller's insurance policy. Except where prohibited by law, Seller shall require its insurer to waive all rights of subrogation against Buyer's insurers and Buyer or the Indemnitees.

14. Work on Buyer's or Buyer's Customer's Premises. If Seller's provision of Goods and/or Services under this Order involves operations by Seller on the premises of Buyer or any of Buyer's customers, Seller shall take necessary precautions to prevent injury to person or property during such work, including, but not limited to, adhering to the rules, policies, procedures or other requirements governing Buyer's or Buyer's customer's premises.

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

16. Site Inspections. Upon forty-eight (48) hours' notice, Seller shall allow authorized representatives of Buyer to (a) inspect Seller's facilities and records at any time during normal business hours, and (b) make finished Goods or raw materials audits and prepare analytical data for quality control purposes with the assistance of the Seller's personnel. Seller shall not require Buyer's representatives to sign any documents prior to entering such facilities, and Seller agrees that any such documents shall be void.

17. Supply Protection.

17.1 In order to ensure continued supply of Goods to Buyer, Seller shall work closely with Buyer in the event of a work

stoppage at a Seller's facility or approved subcontractor's facility. Prior to the expiration of any labor contract affecting Seller's ability to supply Goods, Seller, at its expense, will fabricate and locate in an area that will not be affected by any labor disruption an inventory of finished Goods equivalent to Buyer's consumption of one (1) month. In addition, Seller will assist Buyer in locating and evaluating competent suppliers to ensure continued supply during such work stoppage. In the event Seller breaches this Section, and Buyer elects to purchase products from a third party, Buyer may deduct from payment of any future invoice(s) from Seller any differences between the third party purchase price and what Buyer would have had to pay for such Goods under this Order during such period.

17.2 Seller warrants that it has reviewed its supply chain security procedures and that these procedures and their implementation are in accordance with the criteria set forth by the Customs-Trade Partnership Against Terrorism ("Customs-Trade Partnership Against Terrorism" or "C-TPAT") program of the United States Bureau of Customs and Border Protection. Specifically, Seller warrants that it is applying C-TPAT-prescribed inspectional methods prior to loading of the transport conveyance; is maintaining secure control over its loaded and empty transport conveyances; is controlling and applying certified high security seals for securing transport conveyance doors; and is ensuring that its business partners are observing the criteria set forth by C-TPAT. If Seller is enrolled in any supply chain security accredited programs, such as C-TPAT or other similar programs that may exist in the country of the Seller, the Seller shall provide Buyer with documentary evidence of such enrollment. Seller agrees to conduct an annual security audit at one of its facilities and to take all necessary corrective actions to ensure conformity with C-TPAT standards.

18. Availability of Parts. Seller shall make available to Buyer repair parts for all Goods furnished under this Order for ten (10) years thereafter. For the first five (5) years, prices for repair parts shall remain at current prices at time of execution of this Order; thereafter, prices will be as mutually agreed upon by the parties. Seller shall give one (1) year prior written notice to Buyer in the event Seller will be unable to supply such parts and will use its best efforts to assist Buyer in obtaining a reasonable alternative source of supply in accordance with this Order; provided, however, Seller's inability to provide such parts shall be a default of this Order. Without waiving any of its rights or remedies under this Order by law, Buyer may, at its sole option, require Seller to provide Buyer with drawings required to either manufacture or buy such parts and technical information or any other intellectual property or license or their rights Seller may have so that Buyer can manufacture or obtain such parts from other sources. The technical drawings and specifications must include, by example, and not by way of limitation: (a) manufacturing drawings and specifications of raw materials and components comprising such parts; (b) manufacturing drawings and specifications covering special tooling, fixtures, and the operation thereof; (c) a detailed list of all commercially available parts and components purchase by Seller on the open market disclosing the part number, name and location of the supplier and price lists, for the purchase thereof; (d) in-depth test specifications and procedures describing the methods of testing and repairing the material; and (e) instruction consisting of know-how necessary to fully use the materials listed in the foregoing clauses (a) through (d).

19. Non-Waiver. No delay or failure by Buyer to pursue any remedy hereunder shall not constitute a waiver on its part to pursue such remedy with respect to the same or similar breach. Buyer shall not be deemed to have waived any of its rights, powers, or remedies under these terms and conditions, or at law or in equity unless such waiver is in writing and executed.

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

21. Severability. If any provision of this Order shall be held invalid or unenforceable to any extent, the remainder of the Order shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

22. Setoff. Buyer shall have the right to set off any amount payable at any time by Buyer to Seller in connection with this Order against any amounts due from Seller or its affiliated companies to Buyer.

23. Relationship of the Parties. The relationship of the parties is solely that of Buyer and Seller and nothing contained in this Order shall be construed as creating any agency, partnership, joint venture or employment relationship and neither party shall have authority to contract for or bind the other party in any manner whatsoever.

24. Amendments. No modification or termination of this Order shall be binding upon Buyer unless it is in writing and is signed by an authorized representative of Buyer.

25. Assignment; Subcontracting. Seller may not assign this Order, in whole or in part, without the prior written consent of Buyer. Buyer may assign this Order to an affiliated entity or as part of a merger, reorganization, or sale of all or substantially all of its business or assets. Seller shall not subcontract this Order, or any part hereof, without the prior written authorization of Buyer, which may or may not be granted in Buyer's sole discretion.

26. Force Majeure. Performance by either party hereunder shall be excused in the event and for the period of time that such party is unable to perform its obligations because of fire, flood, war, breakdowns, delays in or lack of transportation,

governmental priorities or allocation, or any other cause beyond the reasonable control of such party; provided, however, that, (a) the affected party gives notice to the non-affected party of any such cause for delay or anticipated delay promptly following the commencement thereof and the affected party uses its best efforts to make or accept deliveries, as the case may be, as expeditiously as possible and (b) with respect to Seller, Seller's economic hardship, changes in market conditions, strikes, labor or supply chain-related delays shall not be considered force majeure. If Buyer believes that the delay or anticipated delay in Seller's deliveries may impair Buyer's ability to meet its production schedules or may otherwise interfere with Buyer's operations and such delay may last for a period of time that exceeds ten (10) days, Buyer may at its option, and without liability of any kind, immediately terminate this Order. In the event of a shortage, Seller agrees to allocate its total available supply of Goods among Buyer and Seller's other customers, if applicable, on a fair and equitable basis.

27. Notices. Notices shall be sent by a nationally recognized overnight courier service to the addresses specified on the face hereof and shall be effective one day after dispatch.

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

29. Verification.

29.1 Seller shall verify the legal status and employment eligibility of all of Seller's personnel using the federal electronic verification program jointly operated and administered by the Department of Homeland Security and the Social Security Administration ("E-Verify"). In accordance with the Immigration Reform and Control Act of 1986 and the rules and regulations pertaining to E-Verify, Seller shall maintain records of all documents involved in the hiring process.

29.2 Should Buyer have concerns about Seller's financial condition and/or ability to supply hereunder, Seller shall supply information requested by Buyer which Buyer feels is necessary to address said concerns.

29.3 Seller shall provide such information concerning parts, materials, weight and other items requested by Buyer and in the format specified by Buyer. Seller shall also provide, at Buyer's request, certificates of origin, certificates of compliance, and other related documentation in the format specified by Buyer. Buyer internal part numbers to be visible on all compliance reports.

30. Conflict Minerals. Seller shall, with each shipment to Buyer (or as otherwise agreed in writing between Seller and Buyer), provide a certificate of the country of origin for any and all Conflict Minerals (as defined in this Section) contained in any Goods, materials, products or items included in such shipment, including whether any part of the shipment contains Conflict Minerals from Covered Countries (as defined in this Section). Buyer reserves the right, on reasonable notice, to require Seller to produce documentation as to the country of origin and the due diligence process undertaken by Seller to confirm the country of origin of Conflict Minerals included in each shipment to Buyer. Where Seller is permitted by Buyer to provide a blanket certificate of country of origin for Conflict Minerals contained in any Goods, materials, products or items purchased by Buyer, Seller agrees to promptly notify Buyer of any change in Seller's sourcing, including in changes in country of origin or any changes

in sub-seller identification. Blanket certificates of country of origin will not be accepted covering periods of greater than 12 calendar months. For purposes of this Section, "**Conflict Minerals**" include Columbite-Tantalite (Tantalum), Cassiterite (Tin), Gold, Wolframite (Tungsten) and any derivatives from these minerals, and "**Covered Countries**" include the Democratic Republic of the Congo, Angola, Burundi, the Central African Republic, The Republic of Congo, Uganda, Rwanda, Sudan (South Sudan), Tanzania and Zambia.

31. Dover's Supplier Code of Conduct. Seller has read, understands and agrees to comply with the Dover Corporation Supplier Code of Conduct, a copy of which may be found at <http://www.dovercorporation.com/>. If there are any inconsistencies between this Order and the Dover Corporation Supplier Code of Conduct, the Dover Corporation Supplier Code of Conduct shall govern.

Last Updated: September 15, 2025